



January 12, 2021

**SUBJECT: REQUEST FOR SEALED BID #MWJ2101
ELECTRICAL LOW VOLTAGE SERVICES FOR JOB ORDER CONTRACTING**

Prospective Bidders:

Attached, please find bid specifications for Electrical Low Voltage Services - Job Order Contracting (JOC) at City Colleges of Chicago (CCC). You are invited to provide bid quotations per the detailed specifications. All Bidders must hold a current City of Chicago electrical contractors license.

The Job Order Contract (JOC) awarded under this solicitation will have a minimum value of \$25,000 and a maximum value of \$4,000,000 during the base term of this Contract. The base term of the Contract will be for 24 months or when the maximum value of the term is reached and will include an option for two additional 24 month terms valued at \$4,000,000 each. It is the current intention of CCC to award one or more Job Order Contracts under this solicitation. CCC reserves the right to make additional awards under this solicitation for a period of 210 days after the opening of bids.

Kindly execute your bid quotation on the bid submittal forms, returning it in accordance with Section 00200-Bid Submittal Forms, Job Order Contracting (JOC) Standard Terms and Conditions, Construction Task Catalog®, Technical Specifications, CCC Cabling Standards Standards and including Attachment B and Appendix II - IV, fully completed, signed and notarized, in a sealed envelope/package, which has been properly addressed with the Sealed Bid Number, company's name, bid due date and time, to the attention of Marietta Williams-Johnson, Buyer, Business and Procurement Services. Kindly submit two (2) USB drives and one (1) original signature hard copy of the sealed bid and all required information/documentation.

All sealed bids shall be received, date stamped and deposited in the bid receptacle in the Department of Business and Procurement Services at City Colleges of Chicago, Dawson Technical Institute, 3901 S. State Street – Room 102, Chicago, IL 60609, no later than 12:00 p.m. Friday, February 5, 2021. Deliveries/drop-off of bids will be accepted at the rear parking lot building entrance. The bids shall be publicly opened and read at 12:15 p.m. via Zoom teleconference, no in-person meeting. Bids arriving late will be returned to the vendor unopened. Please RSVP your attendance to the Bid Opening to procurementservices@ccc.edu by 12:00 p.m. Wednesday, February 3, 2021, in order to receive the Zoom Meeting information.

A pre-bid conference is scheduled for Tuesday, January 19, 2021, at 11:00 a.m. via Zoom to discuss the technical aspects of the specifications and answer questions relating to the award and compliance procedures for the Minority and Women Business Enterprises Contract Participation Plan (MBE/WBE Plan). We will also discuss the JOC concept and documents and answer questions and discuss JOC from the contractor's perspective.

Bidders are strongly encouraged to attend the pre-bid conference scheduled via a Zoom meeting. We strongly encourage that you attend this meeting and have a copy of the bid document on hand when joining the meeting. After downloading and accessing the Zoom application, instruction for the pre-bid meeting are as follows:

When prompted enter the Meeting ID: 973 3930 4062 and Passcode: 563634

Please RSVP for this meeting to procurementservices@ccc.edu no later than Friday, January 15, 2021, by 12:00 p.m.

An Intent to Bid Letter (see Attachment A) must be submitted to Procurement Services via email, procurementservices@ccc.edu, no later than, by Monday, February 1, 2021, no later than 12:00 p.m. to the attention of Marietta Williams-Johnson, Buyer.

Questions regarding clarification or verification of these specifications should be submitted in writing via email to Marietta Williams-Johnson, Buyer, at procurementservices@ccc.edu. The deadline for submitting final questions is Thursday, January 21, 2021, by 12:00 p.m. Please reference the Bid number, MWJ2101, in all communications regarding this Bid.

Sincerely,

**Jacinta Epting, Associate Vice Chancellor
Business and Procurement Services**

cc: L. Fowlie D. Anthony

VOLUME I

REQUEST FOR SEALED BID

**NO. MWJ2101
ELECTRICAL LOW VOLTAGE SERVICES
JOB ORDER CONTRACTING (JOC)**

ISSUED BY

**CITY COLLEGES OF CHICAGO
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
180 N. WABASH AVENUE
CHICAGO, IL 60601**

JANUARY 12, 2021

**Juan Salgado, Chancellor
Jacinta Epting, Associate Vice Chancellor – Business & Procurement Services**

NOTICE

**SEALED BIDS ARE DUE FRIDAY, FEBRUARY 5, 2021, BY 12:00 P.M.
TO: DAWSON TECHNICAL INSTITUTE
DEPARTMENT OF PROCUREMENT AND BUSINESS SERVICES
3901 S. STATE STREET, ROOM 102
CHICAGO, IL 60609
AND WILL BE OPENED AND READ PROMPTLY
AT 12:15 P.M. VIA ZOOM**

**(Delivery/drop-off of bids are accepted at the rear parking lot building entrance from 9am – 3pm
Monday thru Friday. Bids are due by the due date deadline and time.)**

TABLE OF CONTENTS

00050	JOC PROGRAM INFORMATION	6
0.01	<u>Definitions.....</u>	6
0.02	<u>Scope of Work-(Post Award).....</u>	9
0.03	<u>Job Order Contracting (JOC) Overview</u>	9
0.04	<u>The Specification Documents.....</u>	10
0.05	<u>Obtaining Specification Bidding Documents</u>	10
0.06	<u>Contract Document Order of Precedence.....</u>	11
0.07	<u>Assignment of Work</u>	11
0.08	<u>Contractor License Fee.....</u>	11
00100	BIDDING REQUIREMENTS.....	12
1.01	<u>Compliance with Laws</u>	12
1.02	<u>Vietnam Era Veterans' Readjustment Assistance Act of 1974</u>	12
1.03	<u>Examination by Bidder</u>	12
1.04	<u>Taxes.....</u>	12
1.05	<u>Preparation of Bid.....</u>	12
1.06	<u>Submission of Bids.....</u>	13
1.07	<u>Withdrawal of Bids.....</u>	13
1.08	<u>Competency of Bidder.....</u>	13
1.09	<u>Consideration of Bids</u>	13
1.10	<u>Acceptance of Bids.....</u>	13
1.11	<u>Exceptions</u>	14
1.12	<u>Interpretation of Contract Documents</u>	14
1.13	<u>Conflicts.....</u>	14
1.14	<u>Illinois Criminal Code 33E-3 and 33E-4 Compliance</u>	14
1.15	<u>Pre-Bid Meeting.....</u>	14
1.16	<u>Surety Statement of Qualifications and Performance and Payment Bond</u>	14
1.17	<u>Bid Pricing</u>	15
1.18	<u>Basis of Award</u>	16
1.19	<u>Contract and Term of Award</u>	16
1.20	<u>Minority/Women Business Enterprise Plan (M/WBE)</u>	17
1.21	<u>Minimum Wage Ordinance.....</u>	17
1.22	<u>Participation by other Local Government Agencies.....</u>	18

1.23	<u>Equal Employment Opportunity</u>	18
1.24	<u>Contractor's Insurance</u>	19
1.25	<u>Indemnification</u>	21
1.26	<u>Prevailing Wages</u>	21
1.27	<u>Contract Extension Option</u>	22
1.28	<u>CCC Ethics Policy</u>	22
1.29	<u>Workforce Diversity</u>	22
00200	BID SUBMITTAL FORMS	223
2.01	BID FORM 1 – SCHEDULE OF PRICES.....	223
2.02	BID FORM 2 – COMBINED ADJUSTMENT FACTOR WORKSHEET	24
2.03	CONTRACTORS QUALIFICATION STATEMENT	25
2.04	BID SUBMITTAL AND SIGNATURE SHEET	28
	ATTACHMENT A – LETTER OF INTENT TO BID	30
	ATTACHMENT B – M/WBE COMMITMENT FORM	31
	<u>APPENDICES</u>	
	APPENDIX 1 – TERMS & CONDITIONS REGARDING COMPLIANCE WITH THE MINORITY BUSINESS COMMITMENT AND THE WOMEN BUSINESS ENTERPRISE COMMITMENT (for informational purposes, do not complete and submit)	
	- M/WBE COMMITMENT FORM	
	APPENDIX II – CCC ETHICS ORIENTATION CONTRACTORS/VENDORS	
	APPENDIX III – IRS W-9 FORM	
	APPENDIX IV- ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT	
	(The following separate pdf documents are posted on the website, https://apps.ccc.edu/bid/View.aspx)	
	VOLUME II – JOB ORDER CONTRACTING (JOC) – STANDARD TERMS AND CONDITIONS	
	VOLUME III - CONSTRUCTION TASK CATALOG®	
	VOLUME IV - TECHNICAL SPECIFICATIONS	
	VOLUME V - CCC CABLING STANDARDS	

End of Table of Contents

00050 JOC PROGRAM INFORMATION

0.01 Definitions

- A. **Accelerated Schedule** is defined as Work that is to take place between the hours of 5:00 PM to 6:00 AM weekdays and any times during Saturday, Sunday, and Holidays as well as any Work during Normal Working Hours utilizing double shifts or as determined by City Colleges of Chicago for projects in which CCC requires normal construction schedule to be accelerated for the purposes of completing the Work in an expedited manner.
- B. **Addendum.** The documents issued prior to the Proposal Due Date that clarify, correct, or change the Request for Sealed Bids or the Contract Documents. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addenda.
- C. **Adjustment Factor** is the Contractor's competitively bid price adjustment to the Unit Prices as published in Volume II, the Construction Task Catalog® (CTC®).
- D. **Award.** The decision by the CCC to accept the Proposer's Proposal subject to the execution and approval of a satisfactory Contract. The date of the Award is the date of execution of the Contract by the CCC.
- E. **Base Term** is the initial twenty-four (24) month term of the Contract and does not include any Option Periods.
- F. **Bond.** Any types of bonds that may be required for performance under the Contract.
- G. **Calendar Day.** See Day or Days.
- H. **Changed Work.** A material change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Work specified in the Job Order. Incidental work does not include Work that is reasonably inferable from the Job Order as being necessary for the proper, timely, and orderly completion of the Work or functioning of the Work in accordance with the requirements of the Contract and the Job Order. Also referred to as "Supplemental Job Order."
- I. **Combined Adjustment Factor** is the weighted average of the three (3) Adjustment Factors according to the table in Document 00100, Article 1.17.B – Bid Pricing. The lowest responsive bidder(s) will be determined by the lowest Combined Adjustment Factor.
- J. **Contract Documents** is Volume I – Request for Sealed Bids, Volume II – Standard Terms and Conditions, General Conditions, Volume III -The Construction Task Catalog®, Volume IV– Technical Specifications, Volume V – CCC Cabling Standards, Performance Bonds, Certificates of Insurance, Addenda, the Job Order, any other Job Order Related Documents and the Purchase Orders.
- K. **Construction Task Catalog®** is Volume III of this Contract; the comprehensive listing of specific construction related tasks together with a specific unit of measurement and a fixed Unit Price. (Also referred to as "CTC®").
- L. **Contract.** The contract between the CCC and the Contractor, comprised of the Contract Documents.
- M. **Contractor.** The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract.
- N. **Day, day, Days or days.** Calendar day or days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday and all Saturdays, Sundays, and all Holidays.
- O. **Delay.** Any delay to the Schedule.
- P. **Detailed Scope of Work.** The written scope of Work for a particular Job Order prepared by either the Contractor or the CCC and agreed to by the Contractor and the CCC. For some projects the Detailed Scope of Work will be drawings and specifications prepared specifically for a Job Order.

- Q. **eGordian®** is CCC's management software package used to generate the Job Order related documents including, but not limited to, the Detailed Scope of Work, Request for Price Proposal, Price Proposal. The eGordian® software can also track M/WBE participation for each Job Order and can produce a variety of management summary reports
- R. **Excusable Delay.** Delay to the Schedule, arising from events beyond the Contractor's control, as more fully set forth herein, Section 8.2.
- S. **Fabricated.** Items specifically assembled or made out of selected materials to meet individual design requirements.
- T. **Final Acceptance Certificate.** The certificate issued by the CCC for Final Acceptance of the Work.
- U. **Final Acceptance of the Work.** The last date on which all of the following events have occurred on a Project: the CCC has determined that all Punch List Work and any other remaining Work has been completed in accordance with the Contract Documents and the Job Order; final inspections have been completed and operations systems and equipment testing have been completed; final occupancy certificates have been issued; all deliverables have been provided to the CCC; and all contractual requirements for final payment have been completed in accordance with Section 9.2. The CCC will issue a Final Acceptance Certificate upon occurrence of all the foregoing.
- V. **Incidental Work.** Any materials, equipment, parts, or labor that are necessary for the proper, timely, and orderly completion of the Work or functioning of the Work.
- X. **Holidays** – New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day (4th Thursday in November), Christmas Day (December 25th).
- Y. **Job Order** is a written order requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time and setting forth the Job Order Amount. A Job Order includes all the related documents including: the Detailed Scope of Work, the Request for Price Proposal, Request for Design, a Price Proposal, CCC's Purchase Order, Job Order Completion Time, Progress Schedule, Payment Packages, Subcontracting Plan, Schedule A, Schedule Cs, Certification Letters and any other documents or special conditions that might apply to that Project.
- Z. **Job Order Amount** is the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within an acceptable manor and within the Job Order Completion Time.
- AA. **Job Order Completion Time** is the period of time in calendar days set forth in the Job Order within which the Contractor must substantially complete the Detailed Scope of Work for that Job Order.
- AB. **JOC Coordinator.** The CCC representative that will oversee the execution of the Contract. The JOC Coordinator will manage and administer the JOC program on behalf of the CCC. The JOC Coordinator shall assign Projects and provide overall guidance to the Contractor in the execution of the Job Order Contract. The JOC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to the CCC.
- AC. **Job Order Documents.** Job Order Documents consists of the Job Order, Job Order, Contract Documents, RFPP, Price Proposal, Job Order Proposal Package, Purchase Order and Notice to Proceed and other documents, if any, made a part of the Job Order Documents.
- AD. **Job Order Drawings.** The graphic and pictorial portions of the Job Order that show the design, location, and dimensions of the Work. The Job Order Drawings generally include plans, elevations sections, details, schedules, and diagrams and incorporated in the Job Order as the Work progresses. The terms to the prices of a collection of pre-priced tasks..
- AE. **Job Order Proposal Package** is package prepared by the Contractor and submitted to the Owner after the Price Proposal is accepted. See the JOC General Conditions, Article III.B.7 for a list of documents contained in the Job Order Proposal Package.
- AF. **Joint Scope Meeting** is a meeting either at the Site or a location of the JOC Coordinator's which

the Contractor and the JOC Coordinator discuss the Work that is to be performed before the Detailed Scope of Work is finalized.

- AG. **Key Personnel.** Those job titles and the persons assigned to those positions in accordance with the provisions of this Contract.
- AH. **M/WBE.** A Minority or Woman Owned Business Enterprise approved by the CCC in accordance with Appendix 1.
- AI. **Manufactured.** The term applies to standard units usually mass produced.
- AJ. **Maximum Contract Amount** is the maximum dollar value that can be ordered under this Contract during any term of the Contract.
- AK. **Minimum Contract Amount** is the minimum dollar value that will be ordered under this Contract the Contractor is guaranteed the opportunity to perform under this Contract during the Base Term.
- AL. **Modification** is a written amendment to the Contract that is signed by both parties.
- AM. **Non Pre-priced Adjustment Factor or NPP** is the factor the Contractor shall apply to the cost of the Non Pre-priced task as determined by the JOC Special Conditions, Article III. – Preparation of the Price Proposal.
- AN. **Non Pre-priced Task** is defined as those tasks required to complete the Scope of Work for an individual Job Order, but are not contained in the Construction Task Catalog®. The formula for determining the price of a Non Pre-Priced Task is included in the JOC Special Conditions, Article III.– Preparation of the Price Proposal.
- AO. **Notice of Proposal Acceptance.** The written notice issued by the CCC to the Contractor that the Price Proposal submitted by the Contractor for a Job Order has been accepted.
- AP. **Notice to Proceed** The written notice issued by the CCC to the Contractor authorizing the Contractor to begin the Work on a Project on a certain date. The Notice to Proceed date is the first day of Job Order Completion Time
- AQ. **Normal Working Hours** are defined as Work that is to take place between the hours of 6:00 AM and 5:00 PM on non-holiday weekdays.
- AR. **Option Term** is an additional term added to the Contract extending the Contract time and increasing the potential Maximum Value by the amount stated in Volume I of these Contract Documents.
- AS. **Other than Normal Working Hours.** The period between the hours of 5:00 PM to 6:00 AM. weekdays and any times during Saturday, Sunday, and Holidays
- AT. **Owner's Representative** is the Architect, Engineer and/or CCC's Project Manager as designated by CCC.
- AU. **Pre-priced Task** is a construction task required to complete the Scope of Work that is included in the Construction Task Catalog®.
- AV. **Price Proposal** is the document prepared by the Contractor in the eGordian® software using the Construction Task Catalog®, Adjustment Factors, and appropriate quantities.
- AW. **Purchase Order** is the written authorization from CCC notifying the Contractor the Job Order Price Proposal Package is accepted and will set forth a lump sum amount for the compensation of completing the Scope of Work.
- AX. **Punch List.** A formal comprehensive list of incomplete or deficient Work on a Project, prepared by JOC Coordinator and attached to the Substantial Completion Certificate
- AY. **Punch List Work.** The remaining tasks required of the Contractor to complete the Work set forth on the Punch List.
- AZ. **Record Documents.** The final As-Built Drawings and Specifications and Shop Drawings.

- BA. **Regulation.** Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction
- BB. **Request for Price Proposal** is CCC's written request for the Contractor to prepare and submit a Price Proposal for a specific Job Order. (Also referred to as the "RFPP")
- BC. **Samples.** The natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the Specifications, and any other samples as may be required by the CCC to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, proposed by the Contractor conform to the requirements of the Contract Documents.
- BD. **Scope of Work** is the document(s) that describes in detail the Work that the Contractor will perform for a particular Job Order. **Site** is the location or facility at which the Work for individual Job Order will be performed. The extent of the Site is shown in the Job Order Drawings and/or Detailed Scope of Work and may include additional equipment and material storage areas. (Also referred to as "Project Site" or "Job Site").
- BF. **Subcontractor** is the person or entity with whom the Contractor contracts with to perform any part of the Detailed Scope of Work for a Job Order and all Subcontractors of any tier, suppliers, and material suppliers, whether or not in privity with the Contractor.
- BG. **Substantial Completion.** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Job Order Contract so CCC can occupy or utilize the Work for its intended use, as evidenced by issuance of a Substantial Completion Certificate.
- BH. **Substantial Completion Certificate.** The certificate issued by CCC or the JOC Coordinator notifying the Contractor that the Work is in Substantial Completion.
- BI. **Supplemental Job Order** is a Job Order issued to add or delete Work from an existing related Job Order.
- BJ. **Technical Specifications** is Volume IV of this Contract and is a comprehensive list dictating the quality of workmanship and materials setting the standard for the required quality of the Work and any additional specifications specific to the Job Order.
- BK. **Unit Price** refers to the price published in the Construction Task Catalog® for a specific construction or construction related work task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the labor, equipment, and material costs to accomplish that specific task.
- BL. **Work** means all labor, materials, equipment, deliverables and other Incidental Work to be provided by the Contractor hereunder which are necessary for the successful completion of the Detailed Scope of Work.

0.02 Scope of Work-(Post Award)

- A. The Scope of Work under this Contract (post award) shall be set forth in individual Job Orders issued hereunder. Upon receipt of a Notice to Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as being Owner furnished, needed to perform the necessary improvements. ***This Contract may be used to perform on any facilities under the jurisdiction of CCC for electrical work that includes, but not limited to, IT/AV, and low voltage systems, as well as the installation and maintenance of security products, access control, turnstiles, and CCTV.*** However, CCC is not obligated nor does it guarantee that the Contractor will perform work in the above mentioned categories. CCC reserves the right to award other Contracts for Work of the types, or similar to the types of Work described in the Contract Documents for the facilities mentioned above.

0.03 Job Order Contracting (JOC) Overview

- A. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations under the jurisdiction of the City Colleges of Chicago. The Contract Documents include a Construction Task Catalog®

containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

- B. The Contractor will bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work on an Accelerated Schedule. The same two Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks.
- C. Thereafter, as projects are identified the Contractor will jointly scope the work with the Owner. The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and materialmen, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- D. If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.
- E. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

0.04 The Specification Documents

- A. The Contract Documents constituting component parts of this Contract are the following:

Volume I – Request for Sealed Bid

Volume II – JOC – Standard Terms and Conditions

Volume III – The Construction Task Catalog® (CTC®)

Volume IV – Technical Specifications

Volume V – City Colleges of Chicago (CCC) Cabling Standards

- B. All volumes of the Contract Documents are contained in electronic format.

0.05 Obtaining Specification Bidding Documents

- A. Intending Bidders may also obtain a set of CCC's Bid and Contract Documents by downloading directly from the CCC's website identified below. All issued addendums will also be available on the same website. Bidders who download the Bid and Contract Documents directly from the website are responsible for downloading all addendums and waive their right to have clarifications and/or addenda sent to them. Such Bidders are responsible for checking the website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the website shall not relieve such Bidders from being bound by additional terms and conditions in the clarification and/or addenda, if any, or from considering additional information contained therein in preparing their proposals. Note that there may be multiple clarifications and/or addenda. Any harm to a Bidder resulting from such failure shall not be valid grounds for protest against award(s) made under this Request for Sealed Bid.
- B. Bid and Contract Documents can be downloaded directly from the website, <https://www.ccc.edu/departments/pages/procurement.aspx/>.

0.06 Contract Document Order of Precedence

A. The order of precedence of the component contract parts shall be as follows:

1. Contract Modifications;
2. Addenda;
3. Volume II – JOC – Standard Terms and Conditions;;
4. Job Order including the Detailed Sope of Work, Plan or Drawings, the Job Order Proposal and Supplemental Job Orders;
5. Volume IV – Technical Specifications
6. Volume III - Construction Task Catalog®;
7. Volume V – CCC Cabling Standards;
8. Volume I – Request for Sealed Bids;
9. Standard Specifications of City Colleges of Chicago, State or Federal Government, if any;
10. Surety Statement of Qualifications;
11. Advertisement

B. The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by CCC.

0.07 Assignment of Work

Once contracts are in place, CCC reserves the right to assign individual projects in the best interest of CCC. In some cases multiple contractors may be invited to submit price proposal on the same project. The assignment of work will be at the sole discretion of CCC.

0.08 Contractor License Fee

CCC selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by Owner. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

END OF SECTION

00100 BIDDING REQUIREMENTS

1.01 Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and the Board of Trustees of Community College District 508 (Owner, Board, City Colleges, CCC) which may in any manner affect the preparations of Bids or the performance of the Contract.

1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974

- A. The Vietnam Era Veterans' Readjustment Assistance Act of 1974 of the United States Code, Title 38, Part III, Chapter 42, in part, as follows:
- B. "Any contract in the amount of \$10,000 or more entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era. The provisions of this section shall apply to any subcontract entered into by a prime Contractor."
- C. The regulations require that: (1) Contractors list immediately with the appropriate local employment service office, all of their suitable employment openings, and (2) each local employment service office gives such veterans priority in referral to openings.
- D. Veterans who believe that a Contractor has failed or refused to comply with the above contract provisions may file a complaint with the Veterans' Employment Service of the Labor Department. The Secretary of Labor will investigate and take action on any such complaints.
- E. Federal Contractors and Subcontractors, including colleges and universities, are now involved with the concept of "affirmative action" in three separate areas of federal law: Executive Orders 11246 and 11375, which require affirmative action for eliminating discrimination based upon race, color, religion, sex and national origin; Rehabilitation Act of 1973, which requires affirmative action in the employment of mentally and physically handicapped individuals; and the above mentioned requirements for veterans' employment. These obligations of federal Contractors should not be confused with nondiscrimination in employment requirements for all employers under Title VII of the Civil Rights Act of 1964 (as amended) and the Equal Pay Act of 1963 (as amended), or with sex discrimination requirements for all recipients of federal financial assistance under Title IX of the Education Amendments of 1972.

1.03 Examination by Bidder

- A. The bidder shall, before submitting a bid, carefully examine the bid, plans, specifications, and contract documents. At the time of bidding, there is no specific project site identified. Therefore, a site-specific examination is not possible. However, the bidder is encouraged to visit CCC facilities to observe the type and quality of construction in-place.
- B. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions. CCC will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.
- C. Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

1.04 Taxes

CCC is a public institution and is not subject to sales tax.

1.05 Preparation of Bid

- A. The bidder shall prepare his bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specifications, must be filled in correctly. All Adjustment Factors and the Combined Adjustment must be either typed in or written in ink, in figures, and, if required, in words.

- B. If bidder is a corporation, the President and Secretary shall execute the bid. The Corporate seal shall be affixed to the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.
- C. If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to CCC shall be submitted.
- D. If bidder is a sole proprietor, he shall execute the bid.
- E. A "Partnership" or "Sole Proprietor" operating under an Assumed Name, must be registered with the Illinois county in which located, as provided in Chapter 96, Section 4 et sub, Illinois Revised Statutes 1967.

1.06 Submission of Bids

All prospective bidders shall submit one (1) original signature hard copy and two (2) USB drives of your entire bid response. When Bids are sent by mail to CCC, the bidders shall be responsible for their delivery to CCC before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, Bids thus delayed will not be considered and will be returned unopened.

1.07 Withdrawal of Bids

Bidders may withdraw their bids at any time prior to the time specified as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his bid for a period of two hundred ten (210) calendar days after said closing time for the receipt of bids nor shall the successful bidder withdraw, cancel or modify his bid after having been notified by CCC that said bid has been accepted.

1.08 Competency of Bidder

- A. No bid will be accepted or contract awarded to any person, firm or corporation that is in arrears or is in default to CCC upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City Colleges of Chicago, or had failed to perform faithfully any previous contract with CCC.
- B. The contract will be awarded only to a responsible Contractor(s), qualified by experience and in a financial position to do the work specified. In order to facilitate prompt award of the contract, the bidder shall submit a Contractor's Qualification Statement, AIA Document A305 (Latest Edition). The bidder's compliance with this provision shall be made by the Associate Vice Chancellor of Business and Procurement Services whose decision will be final and binding.
- C. The bidder should be experienced in repair and rehabilitation type work with at least five years of experience completing such repair and rehabilitation projects. The actual work shall be done by qualified and experienced workers working under a supervisor who has been doing this type of work for a minimum of five (5) years.

1.09 Consideration of Bids

- A. The Board reserves the right to reject any or all Bids and to disregard any informality in the bids and bidding when, in its opinion, the best interest of CCC will be served by such action.
- B. It is the intent of this specification to obtain competitive prices for the tasks listed specified in Volume III – the Construction Task Catalog®.

1.10 Acceptance of Bids

CCC will accept in writing one or more of the Bids or reject all Bids, within two hundred ten (210) days from the date of opening bids, unless the lowest responsible bidder, upon request of CCC, extends the time of acceptance to CCC.

1.11 Exceptions

INTENTIONALLY OMITTED

1.12 Interpretation of Contract Documents

- A. If any person contemplating submission of a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to CCC a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by CCC. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of bid. Bidder will acknowledge receipt of each addendum.
- B. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to CCC no later than 12:00 p.m. Thursday, January 21, 2021. Inquiries should be sent directly to Marietta Williams-Johnson, Buyer via email to procurementservices@ccc.edu.
- C. In the case of conflict between the written specifications and the drawings for an individual Job Order, the item with the most stringent requirements shall apply.

1.13 Conflicts

In the event of a conflict between the Contract Documents, the document with the most stringent requirements shall apply.

1.14 Illinois Criminal Code 33E-3 and 33E-4 Compliance

The bidder certifies that he/she is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Bidder also certifies that no officers or employees of the bidder have been so convicted that the bidder is not the successor company or a new company created by the officers of owners of one so convicted. Bidder further certifies that any such conviction occurring after the date of this certification will be reported to the public body awarding the contract or agents thereof, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the contract therewith.

1.15 Pre-Bid Meeting

A pre-bid conference is scheduled for Tuesday, January 19, 2021, at 11:00 a.m. and will be conducted via Zoom Virtual Conference to discuss the technical aspects of the specifications and answer questions relating to the award and compliance procedures for the Minority and Women Business Enterprises Contract Participation Plan (MBE/WBE Plan). We will also discuss the JOC concept, documents and answer questions and discuss JOC from the contractor's perspective.

Bidders are strongly encouraged to attend the pre-bid conference scheduled via a Zoom meeting. We strongly encourage that you attend this meeting and have a copy of the bid document on hand when joining the meeting. After downloading and accessing the Zoom application, instruction for the pre-bid meeting are as follows:

When prompted enter the Meeting ID: 973 3930 4062 and Passcode: 563634

Please RSVP for this meeting to procurementservices@ccc.edu no later than Friday, January 15, 2021, by 12:00 p.m.

1.16 Surety Statement of Qualifications and Performance and Payment Bond

Contractor must provide an accurately executed Surety's Statement of Qualification for Bonding. The Statement must be issued by a surety authorized to issue surety bonds in the State of Illinois. The

Surety's Statement must state Contractor's current bonding capacity is sufficient to satisfy the bonding requirements for estimated to be up to \$500,000. Notwithstanding the foregoing, if any individual Job Order Contract exceeds \$500,000, the Contractor shall provide the full amount of the Job Order Contract. The Performance and Payment Bond required by each Job Order Contract must be secured by a guarantee or surety company listed in the latest issue of U.S. Treasury Circular 570.

It is estimated that the maximum amount of each Performance and Payment Bond for each respective job order will not exceed \$500,000. The Contractor shall furnish a Performance and Payment Bond corresponding to the value of each respective job order in the form of AIA document A312 (latest Edition). Such bond shall be with a surety acceptable to CCC. Contractor's contract may be terminated for failure to furnish Bond. For each work order issued, the Contractor shall provide additional performance bonds corresponding in value.

1.17 Bid Pricing -

- A. Each bidder must submit three Adjustment Factors (See Submittal Bid Forms-Section-00200-5.01-Bid Form 1-Schedule of Prices) in order to be considered responsive. The first Adjustment Factor is to be applied to that Work anticipated to be accomplished during Normal Working Hours. The second Adjustment Factor will be applied to that Work anticipated to be accomplished on an Accelerated Schedule. **The Accelerated Schedule Adjustment Factor must be greater than or equal to the Normal Hours Adjustment Factor** and must take into account all the additional costs of overtime work, shift work and double time work. The third Adjustment Factor is to be applied to Non Pre-priced work tasks. Bidders must take into account all the costs the Bidder would experience above and beyond the direct cost of the work performance, such as, but not limited to overheads and profits. **The Non Pre-priced Adjustment Factor must be greater than or equal to 1.0000.** Adjustment Factors must be specified to the fourth decimal place.

- B. For bid evaluation purposes, only, the following work distributions shall be used to determine the Combined Adjustment Factor, Bid Form 2.

Adjustment Factor	Weight
Normal Working Hours	70%
Accelerated Schedule	20%
Non Pre-priced	10%

- C. CTC® is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000) or decrease (e.g., .9500) to the unit prices listed in the CTC®. Bidders who submit separate Adjustment Factors for separate line items will be considered non-responsive and their bid will be rejected.
- D. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-7 of Book Three – the CTC® for a complete explanation of what is included in the unit prices and what is not.
- E. Any revision by the Illinois Department of Labor to the applicable minimum hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid by CCC for Work performed under the Contract.
- F. Each factor must take into consideration all the direct costs and indirect costs of doing business with CCC.
1. CCC encourages Contractors to bid as competitively as possible, however CCC reminds the Bidders that there is no opportunity during the course of the Contract to make up for an unrealistic low bid. The Bidder must first of all evaluate the Direct Cost Unit Prices contained in the CTC® against the Bidder's Direct Costs.
 2. The bidder must be aware that there are numerous business and construction related costs

not included in the unit costs and must be considered in the adjustment factors. Following is a synopsis of some of these costs which are shown more completely and in more detail in Volume II, the Construction Task Catalog® pages 00-1 to 00-7.

- a. Business costs, including but not limited to:
 - Overhead costs such as: home office overhead; insurance; bonds; training; management; supervision; project office staff; and mobilization.
 - Profit
 - Subcontractor's overhead and profit
 - All taxes which are not waived
 - The cost of fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
- B. Construction related costs, including but not limited to:
 - Services required to obtain filings and permits,
 - Costs incurred to investigate work sites, develop work scopes, preparation and modification of proposals sketches, drawings, submittals, as-builts drawings and other records
 - Incidental engineering and architectural services other than those required for stamped drawings
 - Construction vehicles
 - The difference in cost of equipment ownership vs. equipment rental
 - Personnel safety equipment
 - Traffic barricades, flagmen, groundmen
 - Protection of all surfaces during construction
 - Daily clean-up and professional final project clean-up
 - Difficult and extreme working conditions
 - The LEED requirements associated with each Job Order and the cost of preparing LEED documentation
- C. Price variations.
 - Any price variations or fluctuations anticipated over the year must be taken into account in the Bidder's adjustment factors.

1.18 Basis of Award

- A. It is the intent of CCC to award one or more Contracts based on the lowest responsive and responsible bid(s) as determined by the lowest Combined Adjustment Factor.
- B. B. City Colleges of Chicago reserves the right to award a contract or multiple contracts herein or reject any or all bids when, in their opinion, the best interest of CCC will be served thereby.
- C. For bids that CCC in its sole discretion determines are below an acceptable range, the bidder shall be required to justify its bid to the satisfaction of CCC. This justification may require the bidder to provide to CCC its cost basis for arriving at the bid factor by submitting its analysis and/or pricing of a scope of work on a prospective project provided by CCC.

1.19 Contract and Term of Award

- A. The minimum Contract amount for the entire Contract including option terms is \$25,000 and is dependent on the Contractor's performance. If CCC is unable to issue the minimum Contract amount due to an event of non-performance on the Contractor's behalf, CCC is under no

obligation to issue or pay the minimum Contract amount. CCC also has the option of terminating the Contract without issuing any Work to the Contractor.

- B. The maximum Contract amount for the base term of the Contract and each additional Contract term is \$4,000,000. The maximum value of the Contract is \$12,000,000.
- C. This Contract is effective for the period of 24 months from the date of award or the expenditure of the maximum value of the Contract, whichever occurs first. CCC shall have the option to extend the term of the Contract for two additional Contract terms of 24 months each from the expiration of the previous term or until the achievement of the maximum value of the term, whichever occurs first. Work ordered prior to but not completed by the expiration of any Contract period will be completed with all provisions of the Contract still in force.
- D. Performance time for each Job Order issued under this Contract will be determined in accordance with the JOC General Conditions, Article III Scope of Work and Procedure for Ordering Work and Article V Time and Progress Schedule.
- E. CCC is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities after a purchase order is issued for the awarded project.

1.20 Minority/Women Business Enterprise Plan (M/WBE)

The City Colleges of Chicago has adopted a Minority/Women Business Enterprise Plan ("M/WBE Plan") and the requirements are detailed in Appendix 1 of this solicitation ("City Colleges of Chicago Conditions Regarding Compliance with the Minority Business Commitment and Women Business Commitment"), attached hereto as Attachment B. Contractor must submit its M/WBE Commitment Form agreeing to comply with the Commitment for each Job Order with its bid response. Contractors that are certified as a Minority Business Enterprise or Women Business Enterprise should submit a copy of its certification with this Bid.

Bidders are required to submit Schedules A and C and current certification letters from acceptable certifying agencies with their Job Order Proposal Package. These documents must clearly outline the Bidder's plans to utilize MBE and WBEs in accordance with the M/WBE Plan. Failure to address the M/WBE Conditions could impact the determination of a bid's responsiveness.

If you have any questions regarding the M/WBE Conditions, please email them to procurementservices@ccc.edu attention Marietta Williams-Johnson, Buyer, no later than 12:00 p.m. Thursday, January 21, 2021

1.21 Minimum Wage Ordinance

Effective December 11, 2014, City Colleges of Chicago (CCC) adopted Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CCC contractors and subcontractors performing work on CCC contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this contract was advertised on or after December 11, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the Chief Procurement Officer. As of December 11, 2014, the Minimum Wage to be paid is \$13.00 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on CCC property or at a CCC jobsite.

- All employees whose regular work entails performing a service for CCC under a CCC contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to CCC under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on CCC property or at a CCC jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to December 11, 2014, or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

1.22 Participation by other Local Government Agencies

Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City Colleges of Chicago's Associate Vice Chancellor of Business & Procurement Services, and if such purchases have no significant net adverse effect on the City Colleges of Chicago and result in no observed diminished ability on the Bidder to provide the Services to the City Colleges of Chicago or user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; City Colleges of Chicago shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. The City Colleges of Chicago assumes no authority, liability or obligation on behalf of any Local Government Authority.

1.23 Equal Employment Opportunity

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity clause, or the Illinois Department of Human Rights, the Bidder may be nonresponsive and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, such other sanctions or penalties may be imposed or remedied invoked as provided by statute or regulations.

During the performance of this Contract, the Bidder agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are

not underutilized.

- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidder's obligations under the Illinois Department of Human Rights. If any such labor organization or representative fails or refuses to cooperate with the Bidder in its efforts to comply with such Act or Rules and Regulations, the Bidder will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- E. That it will submit reports as required by the Illinois Department of Human Rights, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Department of Human Rights.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Department of Human Rights.
- G. That it will include verbatim or by reference, the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts so that such provisions will be upon every such Subcontractor; and that it will also so include the provisions of paragraphs A, E, F and G in every supply subcontract as defined in Section 2.10 (a) of the Department's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further, it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Department to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph G of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts:

"Section 2.10 The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- Under which any portion of the Contractor's obligation under any one or more contracts is performed, undertaken or assumed."

1.24 Contractor's Insurance

- A. The Contractor shall procure and maintain at all times, at Contractors own expense, until final acceptance of the Work covered by this Contract, and if required to return during the warranty period, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Contractor or by subcontractors as set forth in Volume 2. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

B. The kinds and amounts of insurance required are as follows:

1. Worker's Compensation and Occupational Disease Insurance

Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this contract. Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness shall be included.

2. Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverage are to be included. City Colleges of Chicago is to be named as an additional insured without recourse or right of contribution for any liability arising from this work. A provision for Fidelity must also be recited within the Policy.

3. Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. CCC is to be named as an additional insured.

4. All Risk Builders Risk Insurance

- a. When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility.
- b. The required policy limits shall be determined at the time of a specific project assignment and shall be based upon the nature, scope, and value of the assignment.
- c. Coverage extensions shall include earthquake, flood, off site, in transit and right to partial occupancy of building if facility or building is being constructed and, if applicable, boiler/machinery and testing based on scope of work involved.

5. Certificates and Other Conditions

- a. The Contractor will furnish City Colleges of Chicago original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring during the term of this contract. The Contractor shall submit evidence of insurance prior to contract award. The failure of City Colleges of Chicago to obtain such evidence from Contractor before permitting Contractor to commence work shall not be deemed to be a waiver by City Colleges of Chicago, and the Contractor shall remain under continuing obligation to maintain the insurance coverage.
- b. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and City Colleges of Chicago maintains the right to stop work until proper evidence of insurance is provided.
- c. The insurance shall provide for 30 days prior written notice to be given to City Colleges of Chicago in the event coverage is substantially changed, canceled, or non-renewed.
- d. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all subcontractors, and, if

so, the evidence of insurance submitted shall so stipulate.

- e. Any and all deductibles on referenced insurance coverage shall be borne by Contractors.
- f. Contractor expressly understands and agrees that any insurance coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the contract documents or by law.
- g. The Contractor and each subcontractor agree that insurer shall waive their rights of subrogation against City Colleges of Chicago.
- h. The Contractor expressly understands and agrees that any insurance maintained by City Colleges of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under the contract.
- i. If Contractor or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.
- j. City Colleges of Chicago maintains the right to modify, delete, alter or change these Requirements at no additional cost to CCC.

1.25 Indemnification

Notwithstanding any other terms and conditions, including any obligations regarding insurance coverage, Vendor agrees to defend, indemnify, save and hold harmless fully the Board of Trustees of Community College District No. 508, its colleges, satellite campus', officers, employees, agents, students, volunteers and contractors against any and all claims, suits or judgments, costs or expenses, including attorney's reasonable fees, (collectively ("Loss")) in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution's negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order. The firm must acknowledge in their submission their willingness to indemnify City Colleges of Chicago.

The requirements listed below are mandatory for protecting the interests of the City Colleges of Chicago:

- 1. The successful Proposer shall indemnify and hold CCC harmless from all providers' performance or failure of performance under the resulting contract.
- 2. The successful Proposer shall keep CCC free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the provider.
- 3. The action of the successful Proposer with third parties is not binding upon CCC.

1.26 Prevailing Wages

- A. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors

and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

- B. As a condition of making payment to the Contractor, CCC will request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois law.

1.27 Contract Extension Option

- A. The base term of the contract shall be in effect for a period of 24 months from the date of award or until the maximum expenditure (\$4,000,000) allowable during the base term is met whichever occurs first. At the conclusion of the base term, the Associate Vice Chancellor of Business and Procurement Services shall have the option to extend this contract for an additional term of 24 months and a value of \$4,000,000 under the same terms and conditions of the original contract period. Additionally at the conclusion of the first option term the Associate Vice Chancellor of Business and Procurement Services shall have the option to extend this contract for an additional term of 24 months and a value of \$4,000,000 under the same terms and conditions of the original contract period. Work ordered prior to but not completed by the expiration of any Contract period will be completed with all provisions of the Contracts still in force.
- B. The contractor shall have the privilege of rejecting an extension of the contract period. Such rejection shall be made in writing to the Department of Procurement Services at least ninety (90) days prior to the expiration of the contract and shall state its unwillingness to agree to an extension under the same terms and unit prices.

1.28 CCC Ethics Policy

As a contractor or vendor doing business with the City Colleges of Chicago, you are required to comply with the CCC Ethics Policy. Contractors are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity, you are allowing established values to guide your actions and decisions. The City Colleges of Chicago Ethics Policy can be found at <http://www.ccc.edu/departments/Pages/Ethics-Training.aspx>. Contractors are required to read and return a signed "ACKNOWLEDGEMENT" form with all bid responses. (See Appendix II)

1.29 Workforce Diversity

City Colleges of Chicago promotes a spirit of diversity and inclusion as reflected in both its student population and in its employee workforce. Similarly, it is our expectation that our contractors will endeavor to ensure that all on-site construction workforce personnel reflect the diversity of CCC students, staff and the surrounding communities. Compliance in this aspect of our construction project delivery will be monitored and evaluated by our Project Management team.

END OF SECTION

00200 BID SUBMITTAL FORMS

2.01 BID FORM 1 – SCHEDULE OF PRICES

Having carefully examined the specifications and being familiar with all the conditions affecting this proposal, the undersigned agrees to furnish all material, labor, equipment and such other apparatus, supervision, and construction project management as required to satisfactorily meet the specifications. (All blanks must be completed).

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Work Order issued under this Job Order Contract using the Construction Task Catalog® (CTC®) and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during normal working hours in the quantities specified in individual Job Orders against this Contract for the unit price sum specified in the CTC® multiplied by the adjustment factor of:

(Specify to four (4) decimal places)

2. **Accelerated Schedule Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents for Work to be performed on an Accelerated Schedule in the quantities specified in individual Job Orders against his Contract for the unit price sum specified in the CTC® multiplied by the adjustment factor of:

(Specify to four (4) decimal places)

3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced task as determined in the JOC General Conditions, Article III.B.5,

(Specify to four (4) decimal places)

4. **Combined Adjustment Factor:**, Contractor shall include, in the space provided below, the Combined Adjustment Factor as calculated on Bid Form 2 – Combined Adjustment Factor Worksheet

Combined Adjustment Factor = _____

(Line 7 from Bid Form 2)

2.02 BID FORM 2 – COMBINED ADJUSTMENT FACTOR WORKSHEET

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

Line 1.	Normal Working Hours Adjustment Factor	_____
Line 2.	Multiply Line 1 by .70	_____
Line 3.	Accelerated Schedule Adjustment Factor	_____
Line 4.	Multiply Line 3 by .20	_____
Line 5.	Non Pre-priced Adjustment Factor	_____
Line 6.	Multiply Line 5 by .10	_____
Line 7.	Add lines 2, 4 and 6 (Combined Adjustment Factor)	_____
		(Combined Adjustment Factor)

The bidder shall complete the Calculation of the Combined Adjustment Factor and transfer the final Combined Adjustment Factor (Line 7) to the space provided on the Bid Form 1 - Schedule of Prices for the Combined Adjustment Factor. CCC reserves the right to revise all arithmetic calculations for correctness.

2.03 CONTRACTORS QUALIFICATION STATEMENT

The following information regarding the Contractor must be provided as part of the Bid Submittal Package, attach additional sheets if necessary:

A. COMPANY INFORMATION

Name of Company:

Type of Company: () Corporation () Partnership () Sole Proprietor

Name of principles of Company:

Name of Parent Company, if any:

Number of years in business:

Number of years in the related field:

All Bidders must provide a copy of their applicable business license and provide a copy of Key Personnel individual current City of Chicago electrical contractor's license.

B. INSURANCE & BONDING

Insurance Carrier (Attach Certificate of Insurance):

Bonding Company:

C. EXPERIENCE

Briefly describe company history, licenses, any certifications and union affiliations.

List related indefinite quantity contracts of the type being requested at the present time or within the last five years:

Company	Date Performed	Contact Person	Phone Number

List (5) repair and rehabilitation projects completed or awarded within the past five years whose scope of work primarily included electrical low voltage work:

Use additional sheets if necessary.

Project Description	Cost	Contact Person	Phone Number

List (5) repair and rehabilitation projects completed or awarded within the past five years whose scope of work primarily included security access type of work:

Use additional sheets if necessary.

Project Description	Cost	Contact Person	Phone Number

D. WORK VOLUME

State yearly dollar volume of related field contracting work during the past two years:

2018 _____ 2019: _____

E. PENALTIES, DAMAGES & WORK STOPPAGES

List any assessed penalties or liquidated damages which occurred in the past five years. Include contract terminations.

List any project in the past five years during which work was halted by the owner, architect, consultant or authorities. State project name, date and reason for shut-down.

F. STAFFING

1. Total number of full-time company employees:
2. Provide an organizational chart for the Key Personnel listed in Volume II, Part B, JOC Special Conditions, Article V, Personnel identifying who will administer this Contract.

Provide resumes of the Key Personnel listed in the Volume II, Part B, JOC Special Conditions, Article V, Personnel. Resumes shall be prepared as follows:
 - 1) Experience: in descending chronological order list for each experience: the position held, the dates in that position, the company, the major duties performed, and major projects for which the nominated person had direct responsibility in that position.
 - 2) Education: list all schools of higher education attended and degree(s) achieved and other certificates of education earned.
4. Describe the responsibilities and duties of each position for the Key Personnel listed in Volume II, JOC Special Conditions, Article V, Personnel, by indicating who will manage the overall contract, perform joint scopes, prepare proposals, negotiate with subcontractors, supervise construction, and perform administration tasks.
5. Comment on how you intend to meet the minimum level of staffing and your plan for adjusting staffing levels to changing work volumes.

G. PROJECT DEVELOPMENT AND CONSTRUCTION OPERATIONS PLAN:

Provide a narrative description of how you propose to execute the Contract, including but not limited to:

1. Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.
2. Your approach to subcontracting vs. performing the work with your own forces. Identify the types of work you intend to perform with your own forces and evidence on past projects of your ability to self-perform the work you intend to perform with in-house forces.
3. The JOC Contractor is required to participate in the development and documentation of the scope of work for each Work Order. Explain in detail your proposed participation and the specific qualities of your personnel that will add benefit to this process.
4. The JOC Contractor prepares a Price Proposal from the CTC®. Explain in detail your planned procedure and staffing plan for developing Price Proposals within the time frame allowed in the Contract Documents and how you plan to insure the accuracy of Price Proposals so it can be approved on the first or second submission.
5. Provide your approach to accident prevention. Also provide the name qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site. As requested by City Colleges of Chicago, be prepared to submit your firm's safety plan.
6. Provide your approach to the expeditious close out of projects, correction of unacceptable work, and punch list procedures.

7. Identify how you plan to meet or exceed the M/WBE participation goals for the Contract. Identify which trades you anticipate having a high level of M/WBE participation. Identify M/WBE subcontractors you have used on previous repair and rehabilitation projects completed within the City of Chicago.

2.04 BID SUBMITTAL AND SIGNATURE SHEET

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The following Documents must be completed and included with all Bids submitted:

1. _____ 2.01 - Bid Form 1 – Schedule of Prices (Document 00200)
2. _____ 2.02 - Bid Form 2 – Combined Adjustment Factor Worksheet (Document 00200)
3. _____ 2.03 - Contractor Qualification Statement including business license and City of Chicago electrical contractor's license(Document 00200)
4. _____ 2.04 - Bid Submittal Signature Sheet (Document 00200)
5. _____ M/WBE Commitment Form - Signed (Attachment B)
6. _____ Ethic Policy Acknowledgement (Appendix II)
7. _____ IRS W-9 Form (Appendix III)
8. _____ Economic Disclosure Statement and Affidavit (Appendix IV)
9. _____ Surety Statement of Qualifications

Please indicate with an (X) the completed M/WBE Commitment that you are returning with your bid proposal.

Signed M/WBE Commitment Form Yes _____ No _____

Please certify that you have received/reviewed a copy of Volume IV – City Colleges of Chicago (CCC) Cabling Standards and agree that all pricing proposed is based on following these standards? Yes _____ No _____

Note: All proposals must be signed to be considered a valid quotation.

Firm's Name: _____

(Corporation, Partnership, Sole Proprietor)

By: _____

(Authorized Signature)

By: _____

(Authorized Signor's Printed Name and Title)

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____ Date: _____

NOTICE: Sealed bids are due on Friday, February 5, 2021, no later than 12:00 p.m. to the City Colleges of Chicago, Dawson Technical Institute, Department of Business & Procurement Services, 3910 S. State Street, Room 102, Chicago, IL 60609 and will be publicly opened and read aloud at 12:15 p.m. via Zoom meeting.

(Delivery/drop-off of bids are accepted at the rear parking lot building entrance from 9am – 3pm Monday thru Friday. Bids are due by the due date deadline and time.)

NOTE: It is the responsibility of the Bidder to hand deliver or mail bids before the scheduled due date and time. Bids arriving late will be returned unopened. When responding to these specifications, please return one (1) original signature hard copy and two (2) USB drives of your entire bid including all required documentation and information.

END OF SECTION

ATTACHMENT A

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
D/B/A CITY COLLEGES OF CHICAGO**

LETTER OF INTENT TO BID

**SEALED BID #MWJ2101
ELECTRICAL LOW VOLTAGE SERVICES - JOB ORDER CONTRACTING (JOC)**

I, _____, the undersigned being a
duly authorized official of _____
hereby acknowledge receipt of the above referenced Sealed Bid offering and certify
the intent of the firm to submit a bid in response to the notification.

PLEASE EXECUTE AND EMAIL TO THE ATTENTION OF MARIETTA WILLIAMS-
JOHNSON, BUYER, AT procurementservices@ccc.edu, BY MONDAY, FEBRUARY 1,
2021, NO LATER THAN 12:00 P.M.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PRINCIPAL CONTACT: _____

TITLE: _____

TELEPHONE #: _____

EMAIL: _____ DATE: _____

**ATTACHMENT B
M/WBE COMMITMENT FORM**

(TO BE COMPLETED AND SUBMITTED WITH SEALED BID RESPONSE)

Solicitation Name: _____

In connection with the above - captioned solicitation:

I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of

(Print company name of Respondent)

(Print name and title of authorized representative)

(Signature of authorized representative)

and that I will be submitting a response as:

- ☐ A corporation (i.e production company, consulting firm, etc.)
- ☐ An independent contractor/ freelancer
- ☐ A certified MBE or WBE (Please attach a current certification letter.)

I also affirm that I have personally reviewed City Colleges of Chicago's policy regarding the utilization of Minority Business Enterprises and Women Business Enterprises attached as Appendix 1 to the solicitation.

Additionally, I commit to utilizing MBE/WBEs to the extent reasonable on each subsequent assignment from CCC either in my capacity as a certified firm or by partnering with certified firms.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

APPENDIX 1 – TERMS & CONDITIONS REGARDING COMPLIANCE WITH THE MINORITY BUSINESS COMMITMENT AND THE WOMEN BUSINESS ENTERPRISE COMMITMENT

(for information purposes only, do not complete and submit Schedules with bid responses)

APPENDIX II – CCC ETHICS ORIENTATION CONTRACTORS/VENDORS

APPENDIX III – IRS W-9 FORM

APPENDIX IV- ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

(The following separate pdf documents are posted on the website, <https://apps.ccc.edu/bid/View.aspx>)

VOLUME II – JOC - STANDARD TERMS AND CONDITIONS

VOLUME III - CONSTRUCTION TASK CATALOG®

VOLUME IV - TECHNICAL SPECIFICATIONS

VOLUME V - CCC CABLING STANDARDS



Appendix 1

**Terms & Conditions Regarding Compliance with the Minority Business
Commitment and the Women Business Enterprise Commitment**

**Terms & Conditions Regarding
Compliance with the City Colleges of Chicago's
Minority Business Enterprise (MBE) and
Women Business Enterprise (WBE) Participation Plan**

SECTION 1: INTRODUCTION

1. The Board of Trustees of Community College District No. 508. (The "Board") has adopted the amended Minority and Women Business Enterprise Plan (The "Plan") to ensure that Minority Businesses and Women Businesses shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts, and to remedy the effects of historical discrimination while minimizing its impact upon Non-MBE and Non-WBE businesses. The Plan includes goals for participation of certified MBE and WBE firms, and the Bidders/Proposers utilization of such firms is considered in determining responsibility in performing this contract.
- 1.1 The purpose of the revised Terms and Conditions is to describe the current requirements of the Plan including the MBE and WBE goals that have been established for this contract and certain administrative and procedural provisions.

Bidders/Proposers are required to submit information specifying the percentage of the total contract that will be performed by certified MBE and WBE firms on the attached Schedules.

SECTION 2: POLICY STATEMENT AND TERMS

- 2.1 It is the policy of the Board to ensure that the City Colleges of Chicago take all possible steps consistent with applicable law to insure that Minority Business Enterprises and Women Business Enterprises are afforded a fair and representative opportunity to participate fully in this institution's contracting.
- 2.2 Consistent with this policy it shall be the responsibility of all contractors to exhaust all feasible means to ensure significant participation by certified MBEs and WBEs.
- 2.3 Failure to carry out the commitments and policies set forth in this Plan shall constitute a material breach of contract and may result in termination of the contract or such other remedy as the Board deems appropriate.

SECTION 3: DEFINITIONS

- 3.1 The following words as used herein shall have the meanings indicated below unless the context clearly indicates otherwise:

- a. **Board of Trustees or Board** shall mean the Board of Trustees of Community College District No. 508.
- b. **Certified** means any business or individual which has been certified by any of the CCC approved certifying agency to be an MBE or WBE and is on the Board's list of certified MBEs or WBEs.
- c. **Chancellor** shall mean the Chancellor of City Colleges of Chicago or his/her designee.
- d. **City College** shall mean the City Colleges of Chicago.
- e. **Commercially Useful Function** shall mean the execution of a distinct element of work with actual performance, resources, management and supervision.
- f. **Financial and Administrative Service Committee** shall mean the Financial and Administrative Service Committee of the Board of Trustees of Community College District No.508 or such other committee as the Board of Trustees may from time to time designate.
- g. **General Contractor** shall mean a firm that has entered into a contract with the Board to provide goods or services.
- h. **Joint Venture shall** mean an association between two or more independent businesses formed to perform a specific contract.
- i. **Minority or Minority person** shall mean a person who is a citizen or lawful permanent resident of the United States, who is a member of an identified racial/ethnic population group, specifically, Black, Hispanic, Asian, or any other racial/ethnic population group that the Chancellor determines, after notice and hearing, to suffer discrimination in the Chicago area and who has participated, or has attempted to participate, in the Chicago area market.
- j. **MBE or Minority Business Enterprise** shall mean a certified business that is owned and controlled by a Minority or Minorities that is certified as an MBE as defined in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- k. **Person** shall mean a natural person, or partnership, corporation or joint venture.

- l. **Subcontractor** shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.
- m. **WBE or Women Business Enterprise** shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- n. **Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who is of female gender.

SECTION 4: PARTICIPATION GOALS

4.1 Percentages of Participation

Goals for participation by certified MBE and WBE firms for this Contract shall be not less than the following percentage of the **total contract value**:

MBE Participation goal: 25%

WBE Participation goal: 7%

4.2 Bidder/Proposer's Commitment and Responsibility

Each Bidder's commitment to the utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder/Proposer. Further, the Contractor agrees to use its best efforts to include certified MBE and WBE firms in any Contract modifications, amendments and renewals.

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

- 5.1 The following documents constitute the Bidder/Proposer's MBE/WBE Compliance Plan and must be submitted with the bid or proposal:

A. Schedule A: Affidavit of MBE/WBE Goal Implementation Plan

Bidders/Proposers must submit, together with the bid/proposal, a completed Schedule A committing them to the utilization of each certified MBE/WBE firm listed.

Except in cases where the bidder/proposer has submitted a complete request for a waiver or variance of the MBE or WBE goals in accordance with Section 8 (below), the bidder/proposer must commit to the expenditure of an estimated percentage of their proposed contract value. Specific dollar amounts of participation by each certified MBE/WBE firm should also be included on the Schedule A as practicable.

Additionally, the total dollar commitments proposed for certified MBE firm(s) must at least equal the MBE goal, and the total dollar commitment to propose certified WBEs must at least equal the WBE goal.

All commitments made on the bidder/proposer's Schedule A must correspond with those presented on the Schedule C documents that are described below.

Additionally, a fully completed and executed Schedule A must be submitted with the bid/proposal when due. Failure to submit the completed Schedule A or a waiver request in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

B. Schedule C: Letter of Intent

A Schedule C [Schedule C-1 (MBE/WBE Bidder/Proposer or Schedule C-2 (Joint Venture Partner) as described herein] must be completed in its entirety and executed by each certified MBE and WBE firm listed on the Schedule A and submitted with the bid/proposal.

The Schedule C must accurately detail the work to be performed by the certified MBE or WBE firm at the agreed rates and prices to be paid. Additionally, the certified MBE and WBE firm's scope of work, as detailed on their Schedule C must conform to their area of specialty included in the certification letter as described below.

Additionally, all fully completed and executed Schedule Cs must be submitted with the bid/proposal when due. Failure to submit the completed Schedule C(s) in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

C. Letters of Certification & Certification Determination

A copy of each proposed MBE and WBE firm's current letter of certification must be submitted with the bid/proposal as a complement to the Schedule A and C. All letters of certification must include a statement of the certified MBE/WBE firm's area of specialty.

In order to be designated as a certified Minority Business Enterprise (MBE) or as a Women Business Enterprise (WBE) in City Colleges of Chicago contracting activity a firm must be verified as such by agencies known and accepted by CCC.

Specifically, the following agencies confer the designation and are accepted by the Office of Contract Compliance:

- 1) The City of Chicago;
- 2) Cook County;
- 3) The State of IL—CMS ;
- 4) National Minority Supplier Development Council and its regional affiliates including the Chicago Minority Supplier Development Council and
- 5) Women Business Enterprise National Council and its regional partner organizations including the Women's Business Development Center in Chicago and

Certifications will also be considered from conferring government agencies in other states and major metropolitan cities on a case by case basis.

D. Schedule C-2 & Joint Venture Agreements

If the bidder/proposer's MBE/WBE proposal includes the participation of certified MBE or WBE firms as a joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement, as a part of Schedule A submission.

In order to demonstrate the certified MBE or WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the MBE or WBE firm that is a party to the Joint Venture must complete the Schedule C-2.

Additionally, the joint venture agreement must complement the Schedule C-2 and include specific details related to: (1) contributions of capital and equipment (2) work responsibilities or other performance to be undertaken by the certified MBE/WBE firm; (3) the commitment of management, supervisory and operative personnel employed by the certified MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

5.2 Correct Completion of Schedules

The MBE/WBE Compliance Plan must have all blank spaces on both of the Schedules applicable to the Contract correctly filled in.

Agreements between a Bidder/Proposer and a certified MBE and certified WBE in which the certified MBE/WBE promises not to provide subcontracting quotations to other Bidders/Proposers are prohibited.

5.3 Deficient Compliance Plans

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will determine if the bid/proposal is responsive. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's response did not contain a sufficient level of certified MBE or WBE participation or an approved waiver request.

During the period between bid opening/proposal due date and contract award the MBE/WBE Plan will be evaluated by the Office of M/WBE Contract Compliance for the following:

- 1) MBE and WBE Performance of a commercially useful function
- 2) Analysis of industry standard for sub-contracting (if applicable)
- 3) Scope of services versus certification letter specialty area
- 4) Accurate levels of compliance
- 5) Due diligence efforts to support waiver request (if applicable)
- 6) Certification renewal status
- 7) MBE/WBE execution of Schedule C
- 8) Compliance history on previous contracts with CCC and its sister agencies

The Bidder/Proposer agrees to provide, upon request, earnest and prompt cooperation to the Office of M/WBE Contract Compliance in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed certified MBE or WBE firm in providing such assistance.

Additionally, a bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer was unresponsive or uncooperative when asked for further information relative to the bid/proposal, or that false statements were made in the Schedules.

SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

- 6.1 Only certified MBE and WBE participation shall be counted toward the MBE and WBE goals set in this Contract and applied as follows:

A. Direct Participation

An MBE or WBE firm should be used directly in the performance of the scope of services that the Bidder/Proposer is providing for the District. The MBE or WBE's total contract value can be credited towards the participation goals for direct participation.

B. Indirect Participation

In the event the Bidder/Proposer's specific scope of services does not provide an opportunity for direct subcontracting, the Bidder/Proposer must consider other ways to engage MBEs and WBEs to meet the contract participation goals.

The expenditures with MBE and WBE vendors that are being used in the Bidder/Proposer's overall business operations for goods or services that are ancillary to the CCC contract such as transportation, advertising, accounting, landscaping, office supply can be credited at 100%.

C. Commercially Useful Function (CUF)

A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that will perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for a distinct element of work of a contract and carries out the responsibilities by actually performing, managing, and supervising the work involved using its own resources.

The Office of M/WBE Contract Compliance will use a variety of methods to determine whether or not an MBE or WBE is performing a CUF at any time (pre-award, during contract execution and/or during the contract close-out phase) including but not limited to:

- 1) Project site visits;
- 2) Documentation requests and/or
- 3) Interviews with MBE or WBE owners or employees

D. MBE/WBE Subletting

Consistent with normal industry practices, a certified MBE or WBE subcontractor may enter into further subcontracts. If a certified MBE/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the certified MBE or WBE shall be presumed not to be performing a commercially useful function. Evidence may be presented, in writing, to the Office of M/WBE Contract Compliance by the contractors involved to rebut this presumption.

E. Counting MBE/WBE Manufacturers

A Contractor may count toward its goals expenditures to certified MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale) at 100%.

F. Counting MBE/WBE Suppliers

A Contractor may count 100% of its expenditures with certified MBE or WBE suppliers toward its compliance goals provided that the supplier performs a commercially useful function in the supply chain process and is a regular dealer.

G. Counting Total Dollar Value Awarded To Certified MBEs/WBEs

The total dollar value of contract awarded to a certified MBE or WBE firm shall only be credited to one of the respective certification statuses. The Contractor employing the certified firm may choose the goal to which the contract value is applied—either MBE or WBE; not both.

Work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively under one subcontract only, in which the subcontractor may be counted toward only one of the goals, but not toward both.

H. MBE/WBE Controlled Firms

If the Bidder or Proposer is a certified MBE most of the total contract value can be counted toward the fulfillment of the MBE goal and similarly, if a WBE is the Bidder or Proposer, most of the total contract value can be counted toward the fulfillment of the WBE goal. However, MBE Bidders/Proposers must obtain a certified WBE subcontractor and a WBE Bidder/Proposer must obtain a certified MBE subcontractor to meet the respective goals.

Additionally, if a firm is certified as both an MBE and WBE, they can only use one of the certification statuses to fulfill one of the goals; not both.

MBE and WBE Bidder/Proposers must submit a Schedule C-1 which outlines their intent to subcontract any portion of their work they do not plan to self-perform.

Moreover, an MBE or WBE Bidder/Proposer must submit a Schedule A, Schedule C(s) for MBE or WBE subcontractors, and certification letters for themselves and any other MBE or WBE they may be utilizing on the contract.

I. Counting Total Dollar Value of Eligible Joint Ventures

A Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Plan if the certified MBE or WBE participant of the joint venture:

1. Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
2. Is responsible for a clearly defined portion of work to be performed in proportion to the certified MBE or WBE ownership percentage.

A Schedule C-2 and Joint Venture agreement must be submitted to support utilizing an MBE or WBE as a Joint-Venture participant.

- 6.2 A Contractor may count toward its MBE/WBE goal the following expenditures to certified firms that are not manufacturers or regular dealers:

A. Fees or Commissions For Providing Services

The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

B. Fees For Delivering Materials and Supplies

The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

C. Fees or Commissions For Bonds or Insurance

The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

SECTION 7: CHANGES TO MBE/WBE PARTICIPATION PLAN

7.1 Termination of Scope of Work Not Permitted

After submitting executed MBE and/or WBE sub-agreements to the Office of M/WBE Contract Compliance, the Contractor shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the certified MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Office of M/WBE Contract Compliance.

7.2 **Substitutions**

If it becomes necessary to substitute an MBE and/or WBE to fulfill the Contractor's MBE and/or WBE commitments, the Office of M/WBE Contract Compliance must be given reasons justifying the release of prior specific MBE and/or WBE commitments established in the Contractor's bid/proposal in order to review the propriety of the proposed substitution.

A substitution of MBE or WBE firms cannot be made without prior approval from the Office of MBE/WBE Compliance. In addition to the explanation provide above, the approval process must include a revised Schedule A, a Schedule C for the replacement firm(s) and current certification letter(s).

The approval process should also include concurrence from the affected MBE or WBE received either proactively from the Prime Vendor or by the Office of MBE/WBE Compliance.

SECTION 8: WAIVERS of MBE and WBE GOALS

8.1 **Inability to Meet Participation Goals**

If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for a contract, the bid/proposal must include a Schedule D (written request for waiver).

Submission of the Schedule D is not an automatic approval of the requested waiver. The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation.

Examples of such good faith efforts may include, but are not limited to, the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.

- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
- f) the name, address and telephone number of the certified MBE and WBE firms contacted;
- g) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
- h) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- i) A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- j) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- k) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- l) General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 **Unacceptable Basis for Waiver Request**

If the bidder/proposer does not meet the MBE/WBE goal, price alone shall not be an acceptable basis for which the bidder may reject a certified MBE/WBE sub-bid/proposal unless the bidder can show to the satisfaction of the Office of M/WBE Contract Compliance that no reasonable price can be obtained from a certified MBE/WBE.

A determination of reasonable price is based on such factors as the estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A bid from a certified MBE/WBE for a subcontract will be presumed to be unreasonable if the MBE/WBE price exceeds the average price quoted by more than 15 percent.

8.3 Subsequent Waiver by Request of Contractor

During the performance of a contract, a contractor may request a partial waiver from compliance with its original MBE or WBE proposal for the following reasons:

- a) Due to substantially changed circumstances the contractor is unable to meet the previously stated MBE or WBE goal(s);
- b) Despite every good faith effort on the part of the contractor, it is unable to meet the previously stated MBE or WBE goal(s)

8.4 Waiver Initiated by City Colleges of Chicago

The Chancellor or their designee may grant a waiver from MBE or WBE requirements for an individual contract upon a determination that there are insufficient certified MBEs or WBEs available to fulfill such requirements for that particular contract.

A determination by the Chancellor to waive MBE or WBE requirements for an individual contract must be stated in writing, and placed in the appropriate project file.

SECTION 9: REPORTING AND RECORD-KEEPING REQUIREMENTS

9.1 Execution of Subcontract By Contractor

The Contractor, within five (5) working days after Contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid/proposal and MBE and WBE assurances and should be submitted to the Office of MBE/WBE Compliance within three (3) business days if requested by the Office of MBE/WBE Compliance.

In addition, each subcontract between the Bidder/Proposers and any certified MBE or WBE firm performing work on the Contract shall include remedies for non-compliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the certified MBE and WBE firms which were underutilized.

9.2 Payments to MBE and WBES

During the performance of the Contract, the Contractor shall file regular MBE and WBE payment reports, on the form entitled "Monthly and Quarterly Report of Payments to MBE and WBE Subcontractors."

Additionally, invoices and/or other documentation must be submitted to the Office of MBE/WBE Compliance within five (5) days upon request to support the utilization of MBEs and WBES.

9.3 Maintenance of Relevant Records

The Contractor shall maintain records of all relevant data with respect to the utilization of certified MBE and WBE firms, including without limitation payroll records, tax returns and records, and book of accounts, and retain such records for a period of at least three (3) years after final acceptance of the work. Full access to such records shall be granted to the Office of M/WBE Contract Compliance or its designee, on five (5) business days' notice in order to determine the Contractor's compliance with its MBE and WBE commitments and the status of any certified MBE or WBE firm performing any portion of the Contract.

SECTION 10: NON-COMPLIANCE WITH MBE and WBE PARTICIPATION GOALS

10.1 Compliance Audits

Whenever the Office of M/WBE Contract Compliance believes that the contractor or any of its subcontractors may not be operating in compliance with this Plan, it shall conduct an appropriate investigation.

10.2 Notification regarding Non-compliance

Upon indications of inadequate compliance or non-compliance, the Office of M/WBE Contract Compliance will notify the contractor and the subcontractor, in writing.

The Office of M/WBE Contract Compliance, the contractor or subcontractor may request an opportunity to meet to discuss MBE/WBE contract compliance. The contractor or subcontractor shall make such request to the Office of M/WBE Contract Compliance in writing within five (5) working days of receiving notice. The meeting shall be scheduled by the Office of M/WBE Contract Compliance at a reasonable date, time and place, with notice to contractor and subcontractor.

10.3 Determination of non-compliance

If after notification and subsequent discussions, the Office of M/WBE Contract Compliance determines that a contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith to meet the goals, the contractor shall be subject to suitable sanctions as set forth in paragraph 10.3 A (Sanctions) below.

10.4 MBE and WBE Remedies For Prime Vendor Non-Compliance

The unexcused reduction of certified MBE or WBE participation in connection with the Contract including any modification thereof, shall entitle the affected certified MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the City Colleges of Chicago, with reasonable expenses, including attorneys' fees, being

recoverable by a prevailing certified MBE or WBE. Nothing herein shall be construed to limit the rights of and remedies available to the City Colleges of Chicago.

10.5 Sanctions for Non-compliance

A. Terms and Conditions of Plan Applying To All Contracts

The MBE/WBE requirements of these Terms and Conditions shall be incorporated into all of the contracts between City Colleges and its vendors. In addition to any other remedies City Colleges may have, the following apply:

Where the Office of M/WBE Contract Compliance determines the conditions set forth in Section 10.3 above to exist during the term of the contract, the Office of M/WBE Contract Compliance may recommend that the Board suspend or terminate the contract, in whole or in part, and may also declare the contractor ineligible for future contracts for a period of two (2) years.

The Contractor shall be liable to the City Colleges for any consequential damages incurred as a result of suspension or termination of the contract including damages arising either from delay or increased price in securing performance of the work by other contractors, attorney's fees and court cost.

Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 10.3 above to exist at the conclusion of a contract, the Office of M/WBE Contract Compliance may declare the contractor ineligible for future contracts for a period of two (2) years.

If a Contractor has provided false or misleading information in connection with certification, bid or proposal documents, compliance progress reports, or any other aspect of this Plan, the Office of M/WBE Contract Compliance may impose any of the sanction described in paragraph 10.5 (Sanctions) and all its subsections.

If there is a bona fide payment dispute between a Contractor and its certified M/WBE subcontractor for work performed under the Plan, the City Colleges may withhold payment of the disputed amount from the Contractor and place such funds in an interest bearing account pending resolution of the dispute, by judicial or other means.

B. Contractor's Right To Appeal Decision

A contractor shall have the right to appeal a decision from the Office of M/WBE Contract Compliance declaring it ineligible for future City College contracts. Such appeal shall be made to the Chancellor or his/her designee.

C. Sanctions Available To The City Colleges of Chicago

The failure of City Colleges to impose any sanction it may have under this Section shall not be deemed a waiver of its right to impose such a sanction for subsequent violations. The listing of sanctions available to City Colleges in paragraph 10.5 A shall not be deemed to exclude any other sanctions or remedies available at law or in equity.

SCHEDULE A
MBE / WBE Goal Implementation Plan

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, must first consider involvement with MBE/WBE firms as joint venture partners, direct subcontractors, and suppliers of goods and services directly related to the performance of this contract. A service not directly related to the scope of services, but utilized during the bidder/proposer's normal course of business is considered indirect.

Additionally, all MBE/WBE firms included in this plan must be currently certified as such by at least one of the following agencies acknowledged by the City Colleges of Chicago (City of Chicago, Cook County, State of IL, Chicago Minority Supplier Development Council and regional affiliates and/or the Women's Business Development Center and its regional affiliates).

Project Name& Number _____

In connection with the above referenced project I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of:

(Company Name)

(Printed Name and Signature of bidder/proposer's authorized representative)

located at: _____
(Address, City & Zip)

and I can reached at _____ or via email at _____
(phone number)

The certified MBE and WBE participants on this project include (attach additional sheets as necessary):

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> (100% credit)	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

SCHEDULE A

MBE / WBE Goal Implementation Plan

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

SCHEDULE A
MBE / WBE Goal Implementation Plan

Total MBE Direct	\$	%	Total MBE Indirect	\$	%
Total WBE Direct	\$	%	Total WBE Indirect	\$	%

Bidder/Proposer's M/WBE Liaison (if other than the submitter of the Schedule):

(Please print—Name, phone & email address)

Affidavit of Bidder/Proposer:

I affirm that I have personally reviewed the material and facts set forth herein describing the Bidder/Proposer's plan to achieve the City Colleges of Chicago's MBE/WBE goals and that to the best of my knowledge the information contained herein is true and no material facts have been omitted. Additionally I understand that material misrepresentation will be grounds for contract termination if the Bidder/Proposer is so selected and will be subject to all laws relative to false statements.

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C


Letter of Intent to Perform as Subcontractor,
Subconsultant and/or Material Supplier

Project Name and Number: _____

From: _____ ☐ MBE ☐ WBE
(Name of Certified Firm/ MBE or WBE)

To: _____
(Name of Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check all that apply):

- ☐ a Sole Proprietor ☐ a Corporation
☐ a Partnership ☐ a Joint Venture  **If proposing a Joint Venture with an MBE or WBE, submit Schedule C-2**
☐ a supplier ☐ a Consultant ☐ a Sub-contractor

The undersigned is prepared to provide the following described service(s) and or goods in connection with the above-named project:

The above described service(s) or goods from the above-named certified MBE or WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ _____ % of Bidder/Proposer contract _____

Terms of Payment: _____

If more space is needed to add additional scopes of services or more fully describe the certified MBE or WBE firm's proposed scope of work and/or payment schedule, please attach additional sheet(s).

Sub-Contracting Levels

If the MBE or WBE firm **will not** be sub-contracting any of the work described in this Schedule, a zero (0) **must** be filled in each blank below in order for the form to be considered complete.

_____ % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.

_____ % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

NOTE: If more than 10% percent of the value of the certified MBE or WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet **must** be provided on a separate sheet on the firm's letterhead.



SCHEDULE C

Letter of Intent to Perform as Subcontractor,
Subconsultant and/or Material Supplier

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Firm

Printed Name & Signature of MBE or WBE's Authorized Representative Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-1

Letter of Intent to Perform as an MBE or WBE
Prime Contractor, Consultant and/or Material

If an MBE or WBE will perform as a Prime Contractor, the firm must certify the portion of work they intend to self-perform with their own resources and accurately indicate subcontracting levels. This form must be completed in its entirety.

Project Name and Number: _____

MBE or WBE Bidder or Proposer: _____ ☐ MBE ☐ WBE
(Name of Certified Firm/ MBE or WBE)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- ☐ a Sole Proprietor ☐ a Corporation
☐ a Partnership ☐ a Joint Venture
☐ a supplier ☐ a Consultant ☐ a Sub-contractor



If proposing a Joint Venture as an MBE or WBE in addition to the Schedule A, a corresponding Schedule C-2 must be submitted.

Self-Performance Levels

_____ % of the dollar value the MBE or WBE firm named above will self-perform.

Sub-Contracting Levels

_____ % of the dollar value of the certified MBE/WBE subcontract will be sublet to ***non-MBE contractors***.

_____ % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

The undersigned hereby affirms:

- The **current** MBE or WBE status of the above named firm is confirmed by the attached Letter(s) of certification.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Firm

Printed Name & Signature of MBE or WBE's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-2

Letter of Intent to Perform as an MBE or WBE
Joint Venture Partner

Please complete this form in its entirety with the specific information requested (consistent referral to the joint venture agreement will be unacceptable). A copy of the Joint Venture agreement and the letters of certification for each MBE or WBE Joint Venture partner must be attached.

Project Name and Number: _____

A. Joint Venture Name: _____

Address: _____

Phone: _____

Contact: _____

B. MBE or WBE Joint Venture Partner: _____

MBE ☐ WBE ☐ Certifying Agency(s) _____

Address: _____

Phone: _____

Contact: _____

C. Non-MBE/WBE Joint Venture Partner: _____

Address: _____

Phone: _____

Contact: _____

D. Ownership of Joint Venture

	MBE/WBE Partner %	Non-MBE/WBE %
MBE WBE ownership of the joint-venture		
Profit		
Loss		
Capital contribution		
Capital contribution	\$	\$
Equipment contribution	Attach a list of equipment being provided by each Joint Venture partner on a separate sheet of paper.	
Other ownership interests	Attach a list of ownership interests of each JV partner that may restrict or limit the participation in the JV being formed for this project.	

SCHEDULE C-2

Letter of Intent to Perform as an MBE or WBE
Joint Venture Partner

E. Control of Joint Venture

Indicate which Joint Venture partner is responsible for the activities noted below and notate if there are any limitations or restrictions.

Activity	Name of responsible Joint Venture Partner	Comments (restrictions or limitations)
JV check signing		
Authority to enter contracts on behalf of the JV		
Obligate the JV for insurance, bonding and/or other financial commitments		
Accounting		
Major purchases		
Negotiation and signing labor agreements		
Supervise field operations		
Estimating		
Engineering		
Hire JV personnel		
Submit JV payrolls		

F. Joint Venture personnel

Indicate the approximate number of employees needed to perform the work of the joint venture and the approximate number of employees that will be contributed by each partner and if any will be hired directly by the JV:

Trade	Non-M/WBE JV Partner (#)	MBE/WBE JV Partner (#)	Joint Venture (indicate if new hire or if employed by which partner)



SCHEDULE C-2

Letter of Intent to Perform as an MBE or WBE Joint Venture Partner

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Joint-Venture Partner

Printed Name & Signature of MBE or WBE's Authorized Representative Date

By: _____
Print Name of non-MBE/WBE Joint Venture Partner

Printed Name & Signature of non-MBE/WBE Joint Venture Partner's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE D—WAIVER REQUEST

NOTE: *Please refer to the attached instructions regarding the Good Faith Efforts required to support a waiver request.*

To: City Colleges of Chicago Office of M/WBE Contract Compliance

Re: **Request for waiver from the City Colleges of Chicago MBE/WBE Contract Participation Plan**

The undersigned respectfully requests a waiver of the City Colleges of Chicago's M/WBE Contract Participation Plan as detailed below. The request is made with the express understanding that the approval is not automatic and the circumstances and supporting documentation will be reviewed accordingly.

Project Name & Number: _____

Type of waiver: Full MBE (25%) ☐ Partial MBE (percentage to be waived) ☐ _____%

Full WBE (7 %) ☐ Partial WBE (percentage to be waived) ☐ _____%

Reason for waiver:

- ☐ Sole Source Manufacturer
- ☐ Distributor – No Subcontractors
- ☐ Limited subcontracting opportunities
- ☐ Other _____

Submitted by: _____

Name and Title of authorized representative

Name of Bidder/Proposer Company

For CCC use only:

Granted: Full MBE ☐ Partial MBE ☐ _____% Full WBE ☐ Partial WBE ☐ _____%

Denied: ☐ Insufficient supporting documentation ☐ Sufficient pool of direct M/WBE vendors

User Department concurrence (for scope issues): _____

CCO initials/date: _____ Compliance Director/date _____

Instructions regarding Good Faith Efforts for supporting a waiver request:

In addition to completing the Schedule D document, the Bidder/Proposer must provide a detailed narrative citing the reason they are seeking a waiver of the MBE/WBE Plan. The narrative must include reference to and attachments (where appropriate) of the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's supplier diversity policies regarding the utilization of MBE and WBE firms, plus a description of the procedures used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
 - Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - The reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- f) A description of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- g) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- h) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- i) General efforts made to assist MBE and WBE firms to overcome barriers in the marketplace.

ETHICS ORIENTATION CONTRACTORS/VENDORS

CITY COLLEGES OF CHICAGO ETHICS ORIENTATION CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

As a City Colleges of Chicago (CCC) vendor/contract worker you are subject to the City Colleges of Chicago Ethics Policy. The purpose of this policy is to promote public confidence in the integrity of CCC by establishing consistent standards for the conduct of CCC business by Board members and employees.

The CCC Ethics Policy applies to full-time, part-time, temporary and seasonal employees, as well as to appointees to the Board of Trustees and contract workers.

As a CCC vendor/contract worker, you are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity you are allowing established values to guide your actions and decisions. That is what it means to follow the principles of ethics.

The information that follows is intended to make you aware of selected elements of the CCC Ethics Policy and other laws and rules that relate to ethical conduct. If you have questions you may contact the CCC Procurement Office.

ETHICS OFFICER

The City Colleges Ethics Officer is designated by the Chancellor to provide guidance to the officials and employees of the District concerning the interpretation and compliance with the provisions of the City Colleges of Chicago Ethics Policy. The Ethics Officer shall also perform such other duties as may be delegated by the City Colleges of Chicago Board.

ANNUAL ETHICS TRAINING

All CCC employees are required to complete at least annually an ethics training program conducted by the City Colleges of Chicago. This requirement applies to any person employed full-time, part-time, or pursuant to a contract, as well as to any appointee – i.e. Board members. The ethics training reflects aspects of the City Colleges of Chicago Ethics Policy. The City Colleges Ethics Training Administrator will notify you and provide instructions to you concerning when and how to participate in the annual ethics training.

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

In many instances, it is unlawful for a CCC employee to accept gifts that are offered in connection with his or her job. An employee cannot solicit or accept a gift from certain individuals or entities that are defined by law as a "prohibited source." Current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources.

As a contractor or vendor doing business with the City Colleges of Chicago you are required to comply with the Gift Ban prohibition of the CCC Ethics Policy. Under the Gift Ban Section of the Policy (Section 1aa) current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources and thereby precluded from providing gifts to CCC employees except as provided in the CCC Policy at Section 4-2(a-1). If you are in doubt about a gift, contact your Ethics Officer and read the City Colleges of Chicago Ethics Policy on Gift Ban. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

FIDUCIARY RESPONSIBILITY

All vendor/contract workers, Board members and student officers of the District owe fiduciary responsibility to the Board, District and residents of the District. Fiduciary responsibility is defined as a relationship imposed by law where someone has voluntarily agreed to act in the capacity of a "caretaker" of another's rights, assets and/or well being. The fiduciary owes an obligation to carry out the responsibilities with the utmost degree of "good faith, honesty, integrity, loyalty and undivided service of the beneficiaries' interest."

USE OF DISTRICT PROPERTY

CCC full-time, part-time, temporary and seasonal employees, as well as appointees to the Board of Trustees and contract workers shall not engage in or permit unauthorized use of District property.

POLITICAL ACTIVITY

No person who has done business with the City Colleges of Chicago within the preceding four years or is seeking to do business with the City Colleges of Chicago shall make contributions in an aggregate amount exceeding \$1500.00: (i) to any candidate for city office during a single candidacy; or (ii) to an elected official of the government of the city during any reporting year of his term; or (iii) any official or employee of the City Colleges of Chicago who is seeking election to any other office.

PENALTIES

Any contractor doing business with City Colleges of Chicago found to have violated the City Colleges of Chicago Ethics Policy, may be barred from doing business with City Colleges of Chicago, along with any other penalty provided for in this Policy.

CITY COLLEGES OF CHICAGO ETHICS POLICY

All vendor/contractors workers are required to read and will be held accountable to the City Colleges of Chicago Ethics Policy. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

All vendor/contract workers are required to sign the attached acknowledgment and return it to the Procurement Office. The executed acknowledgment will be on file in the Procurement Office.

VENDOR/CONTRACTOR ACKNOWLEDGEMENT

I affirm that I have received the above Ethics Orientation Training for Contractors/Vendors. I further affirm that I will read the full text of the City Colleges of Chicago Ethics Policy and be available for yearly ethics training.

FIRM NAME

SUBMITTED BY

TITLE

Contact Information for the City Colleges of Chicago Ethics Office

Telephone: 312/553-2925

Email: ethicsoffice@ccc.edu

Web Page: www.ccc.edu/departments/pages/ethics.aspx.

IRS W-9
Form

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Economic Disclosure Statment

**INSTRUCTIONS FOR COMPLETING
CITY COLLEGES OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

Community College District No. 508 ("CCC") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any CCC department or CCC Board action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any CCC action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of the EDS:

"Applicant" means any entity or person making an application to CCC for action requiring CCC or CCC Board approval including bids, solicitations and other contract and lease proposals.

"Disclosing Party" means any entity or person submitting an EDS. If the Disclosing Party is participating in a matter in more than one capacity, please indicate each such capacity in Section I.F. of the EDS.

"Entity" or **"Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted by Persons or Entities that are:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a Legal Entity, state the full name of that Legal Entity. If the Applicant is a Person acting on his/her own behalf, state his/her name.
2. Entities holding an interest in the Applicant: Whenever a Legal Entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such Legal Entity must file a separate EDS on its own behalf; and
3. Controlling entities: Whenever a Legal Entity directly or indirectly controls the Applicant, each such controlling Legal Entity must file a separate EDS on its own behalf.

CITY COLLEGES OF CHICAGO
Community College District No. 508 ("CCC")
ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control:

B. Business address of Disclosing Party:

C. Telephone: _____ **Fax:** _____ **Email:** _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity? ☐ Yes ☐ No ☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **If none, state "None."**

NOTE: CCC may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY

The CCC Ethics Policy imposes certain duties and obligations on persons or entities seeking CCC contracts, work, business, or transactions. The full text of CCC's Ethics Policy and a training program is available online at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 180 N Wabash Ave, 3rd Floor, Chicago, Illinois, 60601.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CCC Ethics Policy or induced, caused to result in or caused a breach of CCC Ethics Policy by a CCC officer, contractor, agent or employee and will not do so.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CCC employees or officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CCC whether disclosure is required or make the disclosure. (Add sheets if necessary)

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
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☐ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CCC must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☐ No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

B. CERTAIN OFFENSES INVOLVING CCC AND SISTER AGENCIES

1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;
 - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CCC or of any Sister Agency (as defined below); or
 - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CCC or any Sister Agency; or
 - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or

indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, "**Controlling Person**" means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members;
- shared facilities and equipment;
- common use of employees; or
- organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., "**Sister Agency**" means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

C. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause C.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
 - the Disclosing Party;
 - any "**Applicable Party**" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

• any "**Affiliated Entity**" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members, shared facilities and equipment;
- common use of employees;
- or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CCC, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct.

4. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Trustees of CCC now in effect or hereafter adopted by the Board.

7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses

Involving CCC and Sister Agencies) or V.C. (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, under the Municipal Code of Chicago ("CMC") Section 2-32-455(b), the term **"financial institution"** means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in CMC Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the CMC.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the CMC. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the CMC. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the CCC.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the CMC) is a predatory lender within the meaning of Chapter 2-32 of the CMC, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN CCC BUSINESS

Any words or terms that are defined in CCC Ethics Policy have the same meanings when used in this Part E.

1. In accordance with CCC Ethics Policy: To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CCC have a **"special interest"** in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☐ No

NOTE: If you checked "Yes" to Item E.1., proceed to Items E.2. and E.3. If you checked "No" to Item

E.1., proceed to E.4.

2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.

Does the Matter involve a CCC Property Sale? ☐ Yes ☐ No

3. If you checked "Yes" to Item E.1., provide the names and business addresses of the CCC officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
------	------------------	--------------------

4. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.

☐ Yes ☐ No

5. If you checked "Yes" to Item E.4., provide the names and addresses of the CCC officials or employees who applied for, solicited, accepted or received such loan:

Name	Business Address	Amount of loan
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6. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be acquired by any CCC official or employee.

SECTION VI -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

A. The Disclosing Party understands and agrees that:

1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CCC may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CCC in connection with the Matter, whether procurement or other CCC action, and are material inducements to the CCCs execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
3. If CCC determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CCC may pursue any remedies under the contract or agreement (if not rescinded, void

or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CCC..

4. CCC may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CCC in connection with the public release of information contained in this EDS and also authorizes CCC to verify the accuracy of any information submitted in this EDS.
5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CCC takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CCC's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

B. The Disclosing Party represents and warrants that:

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit.

For purposes of the certifications in VI.B.2. and B.3., the term "**affiliate**" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity.

2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CCC or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CCC, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/ she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the CCC.

Date: _____

(Print or type name of Disclosing Party)

By: _____
(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

State of _____

County of _____

Signed and sworn to before me on (date) _____ , by _____.

_____ Notary Public.

Commission expires: _____