



REQUEST FOR QUALIFICATION (RFQ) - #SJ1606

EXECUTIVE SEARCH SERVICES

Required for use by:

CITY COLLEGES OF CHICAGO

TWO (2) ORIGINAL AND TEN (10) USB DRIVE COPIES OF THE RESPONSE TO BE SUBMITTED

All responses shall be addressed and returned to:

City Colleges of Chicago
Business & Procurement Services
Attn: Sheila Johnson, District Director, Business and Procurement
Services 226 W. Jackson Blvd., Room 1005
Chicago, IL 60606

***Responses must be received no later than 10:00 a.m. local Chicago time, on
Friday, July 15, 2016***

Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **RFQ #SJ1606 – Executive Search Services** the time and the date specified for receipt. The name and address of the Proposer must also be clearly printed on the outside of envelope or package. The Proposer shall be responsible for delivery by the due date and time, whether delivered by U.S. mail or messenger. Late proposals will be returned to sender unopened.

City Colleges of Chicago has adopted a Minority/Women Business Enterprise Plan (M/WBE). All responders will be required to comply with the requirements in this RFQ (See Appendix 1). All questions relating to MBE/WBE compliance procedures should be referred in writing via email to procurementservices@ccc.edu attention Sheila Johnson, District Director of Business and Procurement Services 312-553-2590.

All questions regarding clarification or verification of the RFQ process should be referred in writing via email to procurementservices@ccc.edu attention Sheila Johnson, District Director of Business and Procurement Services 312-553-2590. **The deadline for submitting final questions is Friday, July 8, 2016 by 10:00 a.m.**

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SECTION I - GENERAL INFORMATION

A. Background

[The Board of Trustees](#) is the governing body of City Colleges of Chicago Community College District No. 508 (City Colleges of Chicago). City Colleges of Chicago (CCC) currently operates seven individually accredited colleges located throughout Chicago. The Board of Trustees is comprised of seven voting members serving three-year terms as appointed by the Mayor of Chicago with the approval of the City Council of Chicago and one non-voting student trustee elected on a rotating basis from one college by a campus-wide election.

Over more than one hundred years, City Colleges has transformed the lives of more than one million alumni through education. City Colleges of Chicago aims to ensure the success of every student and serve as an economic engine for the City of Chicago. The City Colleges of Chicago is one of the nation's largest community college districts and the largest in Illinois. Five thousand faculty and staff help prepare more than 100,000 students each year to enter the workforce, pursue higher education and advance their careers through credit degree, GED, Certificate and ESL programs. The District serves students on seven campuses and seven satellite sites. It also oversees two restaurants, five child care centers, a trade school, a pastry school, a center for distance learning, a workforce institute, the WYCC TV Channel 20 public television station, and WKCC 89.3 FM radio station.

B. Reinvention - One Purpose, Four Goals

Launched in 2010 the Reinvention of City Colleges is a collaborative and strategic effort to review and revise programs and practices to ensure students leave CCC college- and career-ready. The purpose of Reinvention has always been to drive greater degree attainment, job placement, and career advancement. We must ensure our students are prepared to move into further higher education and that they have the skills for jobs in the 21st century. We believe there is no other institution better positioned to become an economic engine for the City of Chicago.

The four core goals of Reinvention have remained the same since the initiative's inception:

1. Increase the number of students earning college credentials of economic value;
2. Increase the rate of transfer to Bachelor's degree programs following CCC graduation;
3. Drastically improve outcomes for students needing remediation; and
4. Increase number and share of ABE/GED/ESL students who advance to and succeed in college-level courses.

Reforms implemented through Reinvention have delivered major progress towards these goals. For instance, City Colleges' graduation rate has more than doubled, more students are earning certificates and degrees each year, and more adult education students are moving into college-level courses.

College to Careers (C2C) The internationally-recognized College to Careers initiative partners City Colleges with industry-leading companies to prepare Chicagoans for careers in growing fields: healthcare; Transportation, Distribution and Logistics; Business; Advanced Manufacturing; Information Technology, and Culinary Arts and Hospitality. Launched in 2011, more than 150 companies partner with CCC to help align curricula and facilities with employer demand to close

the skills gap. More than 3,000 students have found a job or paid internship since the C2C program launched.

The RFQ and all attachments are available for download from the CCC web site, www.ccc.edu, Contract Opportunities. Respondents who download the RFQ waive their right to have clarifications and/or addenda sent to them. Such Respondents are responsible for checking the website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents 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 Respondent resulting from such failure shall not be valid grounds for protest against award(s) made under this RFQ. Proposals will not be accepted in electronic forms.

SECTION II – INTENT AND SCOPE OF SERVICES

A. Intent

The Board seeks submissions from interested firms with national experience and scope on two separate, but related senior-level executive searches. The timing for these searches should be such that the priority position is Chancellor and once the Chancellor search is underway, the search for the Provost should commence. Ideally, the new Chancellor will be involved in selecting the Provost from a short list of finalist candidates.

The Chancellor Search

The Board of Trustees seeks to identify a new Chancellor for the City Colleges of Chicago. The Chancellor is the Chief Administrative Officer for the City Colleges of Chicago, reporting to the Board of Trustees. The Chancellor will be responsible for leadership and administrative management of the operations, programs, personnel and services of the District in conformity with the provisions of the Illinois Public Community College Act (“Act”), and other applicable law and for carrying out the policies and rules of the Board regarding the District and the Colleges as determined by the Board.

This search will continue until the position is filled.

The Provost Search

The Board of Trustees also intends to fill the position of Provost and Chief Academic Officer. This position is responsible for ensuring academic integrity and quality in the academic programs and student life of the District. Ensures that all planning, implementation and administration of academic programs and programs for the student experience are in alignment with the strategic plan and priorities of the District.

B. Scope of Work

The Executive Search firm will:

- Develop a comprehensive procedure for a nationwide search and selection process for the new Chancellor and a parallel and lagging search for the Provost (Chief Academic Officer) for the City Colleges of Chicago.
- Interview key stakeholders to gather input for the development of the job specification (s) and the desired qualities of the ideal candidates.
- Engage key stakeholder groups in one or more public forums to inform search process.
- Based on input, finalize and produce job descriptions for Chancellor and Provost positions and package documents into a cohesive marketing format.
- Develop and present a detailed recruiting plan including timeline.
- Conduct search for potential candidates utilizing appropriate databases, networking and, as appropriate, placing advertisements in publications and relevant web sites with the goal to achieve a highly qualified pool that includes racially and ethnically diverse candidates. Source passive as well as active candidates.
- Screen candidates and conduct preliminary reference checks to verify employment history, educational credentials and other relevant factors to ensure each candidate meets the position requirements.
- Provide regular updates on the project progress. Such reports shall include detailed profiles of individuals identified as potential candidates and all individuals contacted as potential candidates or source aids in the search. This report shall describe the pool of talent available, the typical qualifications in the talent pool, and the talent pool's compensation expectations.
- Development and submit candidate slate and provide candidates profiles including a preliminary reference check, salary verification, etc. on all candidates.
- Coordinate interviews with candidates, follow up on interviews, and perform a more detailed reference check when requested. Provide written and/or verbal reports on candidates presented for consideration.
- Notify all unsuccessful candidates who are not recommended for an interview.
- Assist in the selection of a preferred candidate (s); conduct detailed references on offeree (s) including check on potential conflicts of interest.
- Provide input on salary and benefit packages.
- Follow up to ensure the successful placement of the recruited executive.

C. Evaluation Schedule

In mid-July 2016, a committee will evaluate the Search Proposals and select finalist firms for further consideration. These finalist firms will be invited to provide in-person presentation for one or more members of the Board of Trustees and other participants. The participants in this briefing must include the primary individuals

to be assigned by the prospective vendor to this project and other senior leadership as appropriate.

By late July 2016, it is expected that the successful firm will have been identified with a formal agreement adopted by early August 2016.

Useful Links

About City Colleges of Chicago:

<http://www.ccc.edu/menu/Pages/About-City-Colleges.aspx>

City Colleges of Chicago History

<http://www.ccc.edu/menu/Pages/history.aspx>

City Colleges of Chicago Fact Sheet

<http://www.ccc.edu/menu/Documents/CCC%20Factsheet.pdf>

City Colleges of Chicago Statistical Digest:

<http://www.ccc.edu/menu/Documents/CCC%20FY%202015%20Statistical%20Digest.pdf>

Overview on Reinvention

<http://www.ccc.edu/menu/Pages/Reinvention.aspx>

City Colleges of Chicago 5-year Strategic Plan

http://www.ccc.edu/Documents/city%20colleges%20of%20chicago_5-year%20plan_2013-2018.pdf

City Colleges of Chicago FY 2015 5-Year Plan Scorecard

http://www.ccc.edu/news/Documents/DO_FY15_Scorecard.pdf

City Colleges of Chicago Budget Information

<http://www.ccc.edu/departments/Pages/Budget-and-Planning.aspx>

Stanford Social Innovation Review case study (Spring 2016) - **Attachment C**

Current Job Description for Chancellor, City Colleges of Chicago - **Attachment D**

Current Job Description for Provost and Chief Academic Officer, City Colleges of Chicago - **Attachment E**

SECTION III - INSURANCE REQUIREMENTS

A. Respondent's Insurance

The Respondent shall procure and maintain at all times, at Respondents own expense, until final acceptance of the Work covered by this Agreement, 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 Agreement, whether performed by the Respondent or by subcontractors.

The kinds and amounts of insurance required are as follows:

a) **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.

b) **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 coverages 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.

c) **Automobile Liability Insurance**

The Respondent 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. The City Colleges of Chicago is to be named as an additional insured.

d) **Fidelity, EPLI and Professional Liability (E&O).**

Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$5,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

e) **Cyber Liability**

A Cyber and Privacy Policy shall be maintained with limits of not less than \$5,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to District Trustees, Employees, Students, Administrators, Staff, Visitors and Guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

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 coverages have 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 Proposer before permitting Proposer to commence work shall not be deemed to be a waiver by City Colleges of Chicago, and the Proposer shall remain under continuing obligation to maintain the insurance coverage.

The insurance herein specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Agreement, and City Colleges of Chicago maintains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to City Colleges of Chicago Procurement and Business Services Department in the event coverage is substantially changed, canceled, or non-renewed.

The Proposer shall require all subcontractors to carry the insurance required herein, or Proposer may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverages shall be borne by Proposers.

Proposer expressly understands and agrees that any insurance coverages and limits furnished by Proposer shall in no way limit the Proposer's liabilities and responsibilities specified within the contract documents or by law.

The Proposer and each subcontractor agree that insurer shall waive their rights of subrogation against City Colleges of Chicago.

The Proposer 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 Proposer under the contract.

If the Proposer or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Proposer and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.

City Colleges of Chicago maintains the rights to modify, delete, alter, or change these requirements.

Prior to the execution of this Agreement, Licensee shall furnish the Institution with original insurance certificates evidencing the required coverage. The above referenced coverage limits are at levels consistent with Illinois statutory requirements and are

within reasonable levels to insure the District's requirements, interests and operations. The Insurance Carriers underwriting said Policies shall reflect an AM Best Rating Guide of "A-", VIII or better. All insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. Institution's failure to obtain certificates or others insurance evidence from Consultant shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution's sole discretion, may be terminated if Licensee fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive sixty (60) days prior written notice before coverage is substantially changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by Licensee.

SECTION IV – SUBMITTAL REQUIREMENTS

Each Proposer submitting a proposal will be required to present evidence of experience, qualifications, financial responsibility and capacity to perform the requested services. Two (2) original signature hard copies and ten (10) USB drives are to be submitted in response to this RFQ, see Page 1. All USBs shall include your entire proposal response in one (1) pdf file; financial information may be submitted as an additional pdf file included on the USBs or you may provide us with a web link to official financial statements.

Discussions may be conducted with Proposers who submit responses determined to have a reasonable possibility of being selected. All Proposers shall be accorded fair and equal treatment with respect to the RFQ process. **RESPONSES MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION.**

A. Format of Response

All original response(s) must be submitted with pages numbered with section dividers for each item listed below. Each original signature response shall be submitted on standard 8 ½" x 11" plain white copy paper with material printed on one (1) side only. Expensive papers and special bindings (Absolutely no spiral bindings nor machine bindings) are discouraged since no materials will be returned to the Proposer. The USB drives (10 each) shall include your entire proposal response submitted in a pdf file format and each drive shall indicate Responder's name, RFQ number and name enclosed in individual sleeves/cases.

B. Contents of Response

1. Cover Letter and Executive Summary

The cover letter must be submitted on the Proposer's letterhead and signed by a principal and the joint-venture partner, if applicable. The Cover Letter must contain a

commitment to provide any services that may be required. An Executive Summary or introduction shall include a brief statement of understanding and the approach of the work/solution being proposed and describe the background, public sector experience, and executive search capabilities of the firm. No more than three pages. The summary must also indicate that the offer is good for one hundred and eighty (180) days from submittal of proposal.

2. Qualifications of Committed Personnel

To provide assurance of capability, submit the names, qualifications, education and experience of personnel expected to be assigned to support the project. Submit resumes for the personnel committed to the project.

3. Experience and Statements of Qualifications

Describe your firm's qualifications and relevant experience. Provide general information about your firm, including the size of the organization, location of offices, years in business, and number and position titles of staff.

- a. Listing of pertinent higher education searches, including dates.

4. Proposed Solution Plan

Please describe (No more than 500 words each per content area) how you will deliver the services in the following areas:

- a. Detailed proposal for comprehensive procedure for a nationwide search for the Chancellor position including timetable and key tasks (See Scope of Work for additional details).
- b. Recommendations on how to approach the Provost Search
- c. Discussion of engaging key constituencies in the search process and progressing in a prompt, efficient and confidential manner.

5. Proposed Pricing Strategy

With respect to the requirements outlined in the scope of work section of this RFQ, provide detailed pricing strategy for the searches.

6. MBE/WBE Proposed Commitment

MBE/WBE Schedules A and Schedule C: Respondents must submit the appropriate MBE/WBE compliance documents [i.e. Schedules A, C (with current certification letters) and/or D] with their proposal.

7. Insurance Requirements (See Section III):

Evidence of current insurance coverage must be submitted. If Respondent's current coverage does not meet the requirements stated in Section III - Insurance Requirement, the Respondent shall include a statement of a commitment to acquire the required insurance coverage, shall be deemed pre-qualified.

8. References

Provide a minimum of three (3) references from completed nationwide searches for CEO-level positions within the past 18 months, including contact persons' names, mailing addresses, telephone and fax numbers and email addresses. Please complete Page One of the Reference Questionnaire Fax Transmittal Sheet, (see Appendix III). City Colleges will fax this form to the references included with your submittal.

9. IRS W-9 Form

A current IRS W-9 Form must be completed, signed and submitted with these Responses. (See Appendices)

10. Financial statements

Copies of audited financial statements for the three (3) previous fiscal years or audited tax returns signed by preparer and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet and statement of income/loss. Each prime or joint venture partner must submit this information. The City Colleges of Chicago reserves the right to accept alternative information and/or documentation submitted by Respondents.

11. Legal Actions

List, and briefly describe any and all legal actions for the past five (5) years in which Respondent has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a Respondent in an administrative action for deficient performance or a defendant in a criminal action.

12. CCC Ethics Orientation Contractors/Vendors: 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 www.ccc.edu/vendorapplication.asp. Contractors are required to read and return a signed "ACKNOWLEDGEMENT" form with all responses. (See Appendix II)

13. Disclosure

The Respondent will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District. The Respondent shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts. The Respondent will be required to disclose any lobbying activities if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any sister governmental agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with this contract.

14. Debarment

Respondents must disclose that the neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contract or agreement with any federal, state, county or local department or agency. If the vendor is unable to certify to this statement, it must attach an explanation to this application.

15. Economic Disclosure Form

Proposers must complete the attached economic disclosure statement and affidavit as referenced in Appendix III. The economic disclosure forms must be completed by the Prime contractor and all subcontractors in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All others firms must disclose the percentage of ownership. Failure to provide complete ownership information may cause your response to be deemed non-responsive. (See Appendices – 10 pages)

SECTION V - GENERAL INSTRUCTIONS

A. Time for Receiving Proposals

Proposals must be received no later than 10:00 a.m. local Chicago time, on Friday, July 15, 2016, to Room 1005. Proposals received prior to the due date and time will be securely kept and unopened. Proposals submitted after the designated time and date will be returned unopened. Proposals are not publicly opened and once submitted become the property of the City Colleges of Chicago.

B. Preparatory Cost

All costs incurred in the preparation and presentation of the Proposals shall be wholly borne by each Proposer.

C. Submission of Proposals

The City Colleges of Chicago at its discretion, may reject any or all of the proposals, cancel and reissue this RFQ, negotiate with any, all or none of the proposers, solicit best and final proposal from all or some of the proposers and award a contract to one or more of the proposers.

D. Contract Award

The successful proposer will be required to enter into a Professional Service Agreement with the Board of Trustees of Community College District No. 508, which incorporates as part of the agreement, this RFP and the proposer's response to the RFQ.

E. Withdrawal of Proposals

Proposer may withdraw their proposals at any time prior to the time specified as the closing time for the receipt of proposals. However, no proposer shall withdraw or cancel his proposal for a period of one hundred eighty (180) calendar days after said closing time for the receipt of proposals nor shall the successful proposer(s) withdraw, cancel or modify his proposal after having been notified by the City Colleges of Chicago that said proposal has been accepted.

F. Addenda to this RFQ

If the City Colleges of Chicago determines that this RFQ should be modified before the date set for receipt of proposal, CCC will inform all prospect Proposers by distributing addendum. The

addendum will be emailed, faxed or mailed to each Proposer receiving this RFQ. Proposer must acknowledge receipt of each addendum issued in the RFQ Executive Summary Introduction Letter.

G. Conflicts

In the event of conflict between the Contractor's terms and conditions and those of City Colleges of Chicago, City Colleges of Chicago's terms and conditions will take precedence.

H. Indemnity

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.

I. Termination

Termination for Convenience. This contract can be terminated upon ten (10) days written notice by City Colleges of Chicago on the grounds of Proposer's violation of any terms and conditions of the Contract, procedures or guidelines or inadequacy of Proposer's performance or if there is no further need for the requirements. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City Colleges of Chicago for payments to be made under this agreement, then the City Colleges of Chicago will notify the contractor of such occurrence and this agreement shall terminate on the earliest of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the contractor under this contract beyond those amounts appropriated and budgeted by the City Colleges of Chicago to fund payment under this contract.

City Colleges of Chicago may terminate this Contract, or any portion of the Services to be performed under it, at any time for convenience by a notice in writing from CCC to the Proposer when the Contract may be deemed no longer in the best interest of CCC.

Termination for Default. Subject to Section 10(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Consultant ("Default").

- i. Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Institution; and

- ii. A breach of a representation or warranty contained in this Agreement; and
- iii. The insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and
- iv. Failure to comply with or perform any material provision of this Agreement; and
- v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and
- vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Consultant or subconsultant.

If a court of competent jurisdiction rules that termination of this Agreement by the Institution for default of Consultant was wrongful, then the termination shall be deemed to have been a termination for convenience.

- a. **Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such extension, however, does not relieve Consultant of liability for any damages the Institution may suffer. Consultant shall cure any default that is not time-sensitive with ten (10) calendar days after Consultant is given notice of the default.
- b. **Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:
 - i. Complete the Services at Consultant's expense, either directly or through the use of contractors and subcontractors; or
 - ii. Receive a refund or withhold all or any portion of the Fee; or
 - iii. Demand specific performance, an injunction or any other appropriate equitable remedy; or
 - iv. Terminate this Agreement.
- c. **Right to Offset.** All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Consultant's performance of the Services; or (iii) Institution's exercise of any of the remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Consultant for Services completed. If such amount offset is insufficient to cover those excess costs, Consultant shall be liable for and promptly remit to the Institution the balance upon written demand. This right to offset is in addition to and not a limitation on any other remedies available to the Institution.

No remedy hereunder is exclusive of any other remedy, but each remedy shall be cumulative and in addition to any other remedies at law, in equity or by statute existing now or hereafter. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver of any Default or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If the Institution considers it to be in the Institutions best interest, it may choose not to declare a default or terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Institution and that if the Institution permits Consultant

to continue providing Services despite one or more events of default, the Consultant is in no way relieved of any of its duties and obligations under the Agreement and the Institution does not waive or relinquish any of its rights.

Additional Provisions. The parties further agree to the following provisions:

a. Cooperation with Successors. If this Agreement expires or is terminated for any reason, Consultant shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Consultant must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.

b. Non Discrimination

A Proposer, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice.

Proposer further agrees that this article will be incorporated by Proposer in all agreements entered into with supplier of materials or services, Contractors and Subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88 352, July 2, 1964, 78 Stat. 241 et sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13 3 to 13 4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 to the Journal of the Proceeding.

When requested to demonstrate compliance, the Proposer and Subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

J. Contract Terms

Services will begin upon execution of a professional service agreement and the issuance of a Purchase Order, for a period of one (1) year, with an option to extend for an additional one (1) year period, subject to Board's approval. All extension term dates will be subject to the Board's approval. At the time of agreement extension, fees may be negotiated to agreeable terms that fit the market rate at the time or no more than a 4% increase and are subject to the Board's approval.

K. Payment. Consultant will not be entitled to demand or receive payment under this Agreement until all of the stipulations, provisions and conditions set forth in the Agreement have been complied with. Invoice(s) should be transmitted to the Accounts Payable Department via email (preferred method) to accountpayableservices@ccc.edu or in duplicate hard copy to City Colleges of Chicago, Accounts Payable Department, and 226 W. Jackson Blvd., Chicago, IL 60606. City Colleges of Chicago offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

Net 15 days or less- City Colleges of Chicago utilizes an electronic payment method leveraging unique and secure cardless payment accounts which allows for placement of funds for approved payment transactions on a Visa Single Use Account ("SUA") administered through U.S. Bank via the Payment Plus program.

Net 45 days - City Colleges of Chicago also utilizes Automatic Clearing House (“ACH”) as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing CCC to deposit funds into your Bank account.

Net 60 days – City Colleges of Chicago will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.

L. Communication

All written inquiries regarding this RFQ should be directed to Sheila Johnson, District Director, Business and Procurement Services, at City Colleges of Chicago, 226 W. Jackson Blvd. Room 1006, Chicago, IL 60606 or via e-mail, procurementservices@ccc.edu.

Such requests must be submitted by Friday, July 8, 2016, no later than 10:00 a.m. Any interpretation of the proposed documents will be made only by an addendum issued by the City Colleges of Chicago. A copy of the addendum will be mailed or delivered to each person receiving a copy of the proposal prior to the proposal due date. Failure on the part of the prospective respondent to receive a written interpretation prior to time of submittal will not be grounds for withdrawal of proposal. Oral explanation is not binding.

Respondents requiring additional information shall contact the Buyer. Respondents who contact any City Colleges of Chicago personnel other than the Buyer will be considered in violation of the procurement rules and may have any proposal response disqualified.

M. 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 CCC Ethics Policy can be found at <http://www.ccc.edu/files/ethicspolicy.pdf>. Contractors and vendors are required to read and return a signed ACKNOWLEDGEMENT with submissions. (See Appendix II)

N. Minimum Wage

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 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.

O. Prevailing Wage

As required by the Illinois Revised Statutes, Chapter 48, Sections 39s-1 -39s-11, Prevailing Wage Act, as amended, requires that all wages paid to laborers, workers or mechanics performing work under this contract be in accordance with the general prevailing hourly rate of wages for persons engaged in the construction of public works in this locality as determined by the Department of Labor of the State of Illinois.

SECTION VI - MBE/WBE PARTICIPATION

A. Minority/Women Business Enterprise Plan (M/WBE)

City Colleges of Chicago (CCC) has adopted a Minority and Women Business Enterprise (MBE/WBE) Plan to ensure that MBEs and WBEs shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts. All Respondents must address the Plan included as Appendix 1 in the solicitation.

Specifically, Respondents must submit the appropriate compliance documents (i.e. Schedules A and C or D) with their proposal. Also, MBE/WBE Implementation Plans (Schedule A) may include either direct or indirect participation in the provision of the goods and services requested in the RFQ.

Any questions regarding the M/WBE Compliance policy or any part of Appendix I should be directed to Sheila Johnson, District Director of Business and Procurement Services via email, at procurementservices@ccc.edu. (Reference RFQ# SJ1606 in the Subject area.)

SECTION VII – EVALUATION CRITERIA

1. The Evaluation criteria will include:
 - a. Resources of the firm and its the ability to support and manage the project;
 - b. Pricing strategy proposal;
 - c. Success on previous projects of similar scale as demonstrated by references provided;

- d. Ability to develop a pool of candidates that reflect diversity in race, gender, ethnicity as well as in professional experience;
- e. Engagement approach and plan;
- f. Commitment of the firm to work with City Colleges’ management and comply with all relevant policies, including MBE/WBE.

This RFQ does not commit City Colleges of Chicago to negotiate a contract, enter into an agreement nor obligate it to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or agreement. City Colleges of Chicago reserves the right to reject all proposals and to do business with any one or more of the firms responding to this RFQ.

CCC reserves the right to seek clarification of information submitted in response to this RFQ and/or to request additional information during the evaluation process. CCC may also request that any short-listed finalists conduct oral presentations and/or demonstrations of their services.

SECTION VIII - EXECUTIVE SUMMARY SHEET FORMS

The undersigned, hereby acknowledges having received the Request for Qualifications (RFQ) # SJ1606 for Executive Search Services:

Name of Proposer: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

I do solemnly declare and affirm under penalty of perjury that the contents of the forgoing documents are true and correct, and that I am authorized, on behalf of the firm, to commit to this proposal.

Name of Preparer (print) Title

Signature Date

Attesting Signature (Required of Corporations) Title

Business Address

City State Zip

Telephone Number Fax Number

Email Web Address

Federal Employee Identification Number (FEIN)

Note: Summary Sheet must be completed or Proposal may be deemed non-responsive. Rubber-stamped or typed signatures will disqualify your proposal.

ATTACHMENT A**REFERENCES**

Respondents, please provide three (3) references for whom you have completed work for in the past eighteen months (18) months and/or for projects to be completed in the near future. Please complete the following questionnaire for each reference and return with your bid response.



CCC REFERENCE QUESTIONNAIRE

The contractor listed below has named you as a reference on a project completed within the past three years and/or is currently in progress. The work performed, as indicated by the contractor, is described below. Please revise any incorrect data, and/or include any additional relevant information.

Your timely completion of the questions on the next page(s) will assist CCC in determining the responsibility of this contractor. Your response will be "on the record" and available for the contractor's review. The individual completing this questionnaire may be contacted to confirm their participation. Thank you for your assistance.

Upon completion, please return this page to Sheila Johnson, District Director of Business and Procurement Services, via e-mail to procurementservices@ccc.edu. Please contact Sheila Johnson at 312-553-2590 with any questions.

To Be Completed By Proposer

Reference Company Name: _____

Reference Contact: _____

Reference Fax: _____

Reference Phone: _____

Reference E-mail: _____

Name of Proposer: _____

Description of Project for which Reference is requested (Include type of work/trades performed):

Contract Amount: _____

Project Completion Date: _____

(Page 1 of _____)



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.

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"/> Supplier <input type="checkbox"/>	WBE <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"/> Supplier <input type="checkbox"/>	WBE <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"/> Supplier <input type="checkbox"/>	WBE <input type="checkbox"/> Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

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:
 - o Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - o A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - o 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.

**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 CCCs Ethics Policy and a training program is available on line at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 226 W. Jackson Blvd, 12th Floor, Chicago, Illinois, 60606-6998.

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 of 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)
---	---------------------	---	--

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

- 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: _____

**ETHICS ORIENTATION
CONTRACTORS/VENDORS**

12/08

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.

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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT C

Stanford SOCIAL
INNOVATION^{Review}

Case Study
Big Change on Campus
By Richard Kazis

Stanford Social Innovation Review
Spring 2016

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CASE STUDY

AN INSIDE LOOK AT ONE ORGANIZATION

Big Change on Campus

Helping low-income students turn their lives around through education is central to the mission of the **City Colleges of Chicago**. Six years ago, that institution launched its own turnaround effort—a bid for “reinvention”—and now it’s earning high marks for improved performance.

BY RICHARD KAZIS

During the last two decades of the 20th century, the City Colleges of Chicago (CCC) went into a kind of death spiral. CCC, a city-operated system that encompasses seven campuses, lost one-quarter of its students between 1985 and 2000, as enrollment dropped from 210,000 to 157,000. Over the next decade, enrollment declined another 30 percent. Chicagoans had good reason to turn away from CCC. According to a 1991 study by researchers from Harvard University, fewer than 1 in 10 CCC students ended up finishing either a one-year certificate or a two-year degree. The researchers also estimated that among students who hoped to transfer to a four-year college, only 1 in 50 would earn a bachelor’s degree within six years.

Although CCC leaders had good intentions, they also had low expectations of students who entered the system. “They have so much confronting them, ... it’s a wonder that they’re able to complete a course, let alone a degree,” said Zerrie Campbell, who was then president of Malcolm X College, in 2000. The system’s leaders also lacked a compelling vision for improving the situation. Wayne Watson, who was chancellor of the system from 1998 to 2009, once called CCC the “best-kept secret” in Chicago and suggested that its main problem was inadequate marketing. Other Chicagoans—especially those affiliated with local employers—had a rather different outlook on the system. Jim Tyree, a businessman who served as chair of the CCC board of directors for 10 years, made his view of the institution’s academic quality vividly clear: “We teach irrelevant things poorly,” he says.

Today, though, CCC is in the midst of an ambitious turnaround effort—a systemwide reform initiative called Reinvention. The initiative began in 2010, and since then CCC has registered some impressive results. Between 2010 and 2015, enrollment in for-credit



↓ **COMBINING ELEMENTS:** Students at Wilbur Wright College, located in the Dunning neighborhood of Chicago, attend a chemistry lecture.

PHOTOGRAPH COURTESY OF THE CITY COLLEGES OF CHICAGO

courses at community colleges declined sharply nationwide and in other parts of Illinois, but enrollment at CCC campuses rose by 10 percent. More important, the system began to produce better outcomes. The federally reported three-year completion rate for CCC climbed dramatically, from 7 percent in 2009 to 17 percent in 2015. (It still falls short of the national average for public community colleges, which stands at 22 percent.) The percentage of CCC graduates from eligible programs who transfer to four-year schools within two years of earning an associate's degree increased modestly as well, reaching a new high of 49 percent.

Progress is also evident at individual CCC campuses. Consider Kennedy-King College, located in the Englewood neighborhood (where the poverty rate is roughly twice the city average). Its three-year graduation rate jumped from 8 percent in 2009 to 26 percent in 2013. Among underrepresented minority students on that campus, 42 percent now graduate or transfer to a four-year college; the national

average for other community colleges is 24 percent. In 2015, Kennedy-King was 1 of 10 finalists for the Aspen Prize for Community College Excellence. (Every other year, the College Excellence Program of the Aspen Institute gives the prize to institutions that demonstrate exceptional outcomes, particularly for minority and low-income students.) As part of that competition, Kennedy-King received Aspen's Rising Star award for its record of "rapid student improvement."

CCC exemplifies the pitfalls and the promise of public community colleges throughout the United States. For that reason, its performance matters a great deal. The system serves a student body that faces significant obstacles to success: About two-thirds of its students are African-American or Hispanic; 36 percent of its students (compared with 22 percent of Chicago residents as a whole) live below the poverty line; and 90 percent of its incoming students require one or more remedial courses. And because it serves those populations, CCC has the potential to function both as an engine of economic

growth for its host city and as a gateway to opportunity for the city's low-income residents—including not only recent high school graduates, but also minority and immigrant adults.

A turnaround on the scale of Reinvention isn't supposed to happen in a broken big-city institution like CCC. But it has happened, and it's still under way. Civic leaders in Chicago are rewriting the playbook for how urban community colleges operate. At the center of the effort is Cheryl Hyman, who has served as chancellor of CCC since 2010 and who played a lead role in developing the Reinvention effort.

Hyman attributes the early successes of Reinvention to a pair of factors. First, she and her team have built an institutional culture that is data-driven and goal-oriented from top to bottom. And second, they have developed a clear strategy and worked diligently to execute it. "You need a set of quantifiable goals that everyone can agree on, clear metrics for improvement that are tracked and reported publicly, and operational efficiency,"



CASE STUDY

says Hyman. “If you have a culture that embraces change, it’s easier to absorb bumps in the road. I can’t stress that enough. But what keeps me up at night is how well we implement, how well it sticks.”

FAILING TO CONNECT

Before Reinvention, CCC suffered from deeply engrained problems. These problems were not unique to CCC. In fact, they remain common to community college systems across the United States. But by the late 1990s, politicians and community leaders—mindful of CCC’s role as a source of opportunity for low-income Chicagoans—were becoming impatient with the high costs of low performance.

Like other community colleges, CCC had a core strength that was also the source of its core weakness. The institution, which traces its roots to the founding of Crane Junior College in 1911, had long been known colloquially as “the people’s college”: CCC campuses were open to any student who had earned a high school diploma or its equivalent. Indeed, the expansion of access to millions of Americans who would otherwise have no route to postsecondary credentials represents a historic achievement for US community colleges. By the 1960s, a new community college was opening almost every week in the United States, and college had become accessible to anyone who was willing to enroll and work hard.

Yet open access had a dark side: Getting into college is not the same thing as graduating from college with a degree. For CCC, as for other community college systems, a commitment to access often took precedence over helping students to succeed. State and city policies rewarded increased enrollment rather than higher completion rates. Open access meant that CCC institutions were often the next stop for students who graduated from Chicago Public Schools (CPS). In many cases, those students were simply not ready for college. By the 1980s, this problem had grown particularly acute. “I don’t think there is a [K-12] system as bad as the Chicago system,” US Secretary of Education William Bennett told *The New York Times* in 1987. That same year, half of Chicago’s public high schools ranked in the lowest-performing 1 percent of schools nationwide that administered the ACT exam (a widely used college admissions test). During this era, as many as 95 percent of CPS graduates who enrolled at a CCC campus had to take at least one remedial course—and half of those students dropped out before earning a semester’s worth of credits.

Not surprisingly, few CCC students were able to complete a degree and then transfer to a four-year college. As a result, working relationships between those institutions and CCC were weak. Equally important, relationships between CCC and Chicago companies that sought well-trained employees were also tenuous. Vocational studies in Chicago’s community colleges had languished for decades. In the 1990s, a tightening job market drove employers to look anywhere and everywhere for skilled workers. CCC was of little assistance. The system had operated a single, stand-alone vocational campus, but it closed that facility in 1993.

The persistent inability of CCC to support employers and

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a research and policy organization that works to increase employment and educational opportunities for low-income young people and adults.

their hiring needs catalyzed two politically sophisticated groups: community-based workforce organizations, which seek to develop job opportunities for residents; and members of the city’s business elite, who focus their attention on drivers of economic growth—including, in particular, the supply of workers who can fill middle-skill jobs. From the bottom up and from the top down, these advocates set in motion a campaign to bring new leadership and a new vision to CCC.

SETTING THE STAGE

In 1996, a public policy researcher named Davis Jenkins moved to Chicago to take a job at the University of Illinois-Chicago that focused on helping to accelerate the transfer of industrial technology to small firms. An activist as much as an academic, Jenkins soon connected with people from several employment and training organizations in Pilsen, a largely immigrant neighborhood. Over the next several years, he collaborated with those groups—which included the Mexican Community Center and Instituto del Progreso Latino—on various projects. The Mexican Community Center, for example, was working with Morrison-Knudsen, a large civil engineering company that was having a hard time finding qualified workers to fill jobs that involved refurbishing train cars. Jenkins joined with people from the center to develop “bridge” programs to help people master both the technical skills and the English-language skills they would need to do those jobs.

In the early 2000s, the training groups turned to CCC for help, assuming that the community college system would be a natural ally in their efforts. CCC had buildings and equipment in underused training centers; the community groups had people and programs that could put the facilities to good use. But CCC leaders had no interest in the offer. “We saw the potential for community-based partnerships with community colleges and employers,” says Juan Salgado, CEO of Instituto (and a 2015 MacArthur Foundation genius grant winner). “But we had no cooperation from the college system.” Jenkins is still angry about it. “Here were the City Colleges, doing so little. Everybody hated the community colleges,” he says.

Other players joined the cause. In 2005, Brian Fabes, a former McKinsey & Co. consultant with a background in higher education, became director of the Civic Consulting Alliance (CCA), a nonprofit group that focuses on supporting public-private collaboration in the Chicago area. Before long, Fabes was deeply engaged with issues related to employment and training—and he soon became aware of CCC’s inadequacies. Arne Duncan, who was then head of CPS (and who later served as US Secretary of Education), asked Fabes to help CPS improve career and technical education so that more young people could work for local firms. Fabes remembers telling Greg Darneider, a CPS official, that high school vocational programs should be “articulated to”—aligned with, in other words—community college offerings. Unable to check his frustration with CCC, Darneider shot back: “Articulated to what, exactly?”

Fabes and his team decided to bring the issue of CCC’s deficiencies to the attention of Mayor Richard M. Daley. (In Chicago, the



CHANGE AGENT: Cheryl Hyman, chancellor of the City Colleges of Chicago (joined by Chicago mayor Rahm Emanuel), speaks to a delegation from the World Bank.

BUILDING A VISION

By 2008, pressure from community and business leaders had made an impact on Daley. He began to signal publicly that it was time for a change at CCC. That year, Watson announced that he would resign his position as chancellor in 2009. Daley decided that he didn't want to nominate an educator to fill the open position, and he asked his associates to suggest candidates. Frank Clark, CEO of the electric utility Commonwealth Edison (and a close friend of Daley), recommended Cheryl Hyman, who was a vice president at the utility.

Hyman has a life story that reads

like a Hollywood script. She grew up in Chicago public housing facilities, and her parents struggled with addiction. She dropped out of high school and was homeless for a stretch. Yet she got her life back on track, earned her high school diploma, and entered Olive-Harvey College, a CCC campus on the city's South Side. She then earned a bachelor's degree in computer science at the Illinois Institute of Technology and went on to land a job at Commonwealth Edison, where she rose through the ranks to vice president. By the end of her tenure there, Hyman was in charge of a team that identified cost efficiencies across the company—a high-visibility, high-stress position that taught her a lot about institutional change. "I wouldn't have been prepared for this job [chancellor of CCC] if I hadn't had that one," Hyman says. "I learned how to play in everyone else's sandbox and how to figure out solutions that could be implemented."

When Daley interviewed Hyman, he took to her immediately. Her large personality didn't fit either the corporate or the higher education mold. She dressed boldly and brightly. She spoke her mind freely. It didn't hurt that Hyman was a CCC alumna. The day after that interview, on her own initiative, Hyman sent the mayor a PowerPoint deck that set forth her vision for a systemwide "reinvention" (as she called it) of CCC. In the spring of 2010, Daley nominated Hyman to the chancellor post, and the Chicago City Council confirmed her appointment.

A few weeks before her confirmation, Hyman met with a small group of advocates that included Jenkins, Salgado, Fabes, and Anne Ladky, the head of Women Employed, a Chicago-based nonprofit that promotes opportunities for women. (Ladky was also a CCA board member.) The meeting—organized by the Joyce Foundation, a prominent regional funder that focuses on education and workforce issues—lasted five hours. In speaking with the advocates, Hyman emphasized her work to achieve system efficiencies at Commonwealth Edison. Her presentation impressed them, but it also raised questions. "Here was a very appealing person, with a

mayor plays a pivotal role in overseeing CCC.) Daley had regular monthly meetings with Chancellor Watson, and in advance of those meetings, Fabes found ways to provide Daley with devastating data on CCC student outcomes. He also kept up a steady drumbeat of messages about wasted opportunity: Why, Fabes asked, was the community college system absent from citywide partnerships to improve economic growth and educational attainment? At the time, however, Daley was focusing his attention on K-12 reform and had no inclination to undertake reform at CCC.

Eventually, Fabes got lucky. He found a receptive audience for his message in Michael Macpherson, president of the Spencer Foundation. To gauge the appetite for reform, Macpherson offered to host a meeting that would bring together national community college experts and leaders from CCC, Chicago city government, and various civic and business organizations. In October 2006, 40 people convened for what turned out to be a pivotal event. "Employers acknowledged that most of them had prospered without relying on City Colleges and did not envision relying on them in the future," Fabes recalls. Community-based groups reiterated their frustration with the underutilization of CCC training centers. National experts offered a harsh assessment of CCC's performance. Chancellor Watson tried to deflect blame for the system's shortcomings onto the business community. "This all went south pretty fast for the City Colleges' leadership," says Fabes.

After the meeting, CCA developed a proposal to engage the Boston Consulting Group and the Federal Reserve Bank of Chicago to form a team that would define a new vision for CCC. Daley approved the proposal. The team was heavy with leaders from the corporate world, but it also included heads of nonprofit, foundation, and civic organizations. Following a series of meetings, the team arrived at a set of recommendations. CCC's top priority, according to a report issued by the team, should be to "find ways to help thousands more to better employment and then demonstrate that success to prospective students and supporters."

CASE STUDY

great personal story and lots of guts. She clearly understood what was needed at an operational level,” Ladky says. “But what would she bring to the table on the educational side?” Jenkins (who was now a senior researcher for the Community College Research Center at Teachers College, Columbia University) had similar concerns. He worried that Hyman’s plan would be dead on arrival if it didn’t resonate with CCC educators.

The next day, Jenkins sent an email to participants in the meeting. In the message, he laid out four educational goals for the system: First, increase the number of students who earn degrees of economic value. Second, increase the rate at which students transfer to bachelor’s degree programs after graduating from a CCC institution. Third, improve outcomes for students who require remedial instruction. And fourth, increase the share of poorly prepared students who advance to, and succeed in, college-level courses.

Right away, Hyman saw the power of these goals. For one thing, educators could hardly disagree with them, given that they put students first. For another, they reinforced her conviction that modest, incremental change would not be enough to revitalize CCC. Meeting the first goal, for instance, would require CCC to pay much greater attention to employers’ needs in the design of its curricula. Meeting the second goal, similarly, would not only require CCC to strengthen its relationships with four-year institutions, but also test the rigor of CCC courses.

Hyman adopted these goals, and they became the foundation for Reinvention—a set of touchstones for assessing and reporting progress, and for saying yes or no to new ideas. “There was bound to be a lot of acrimony about the right approach to achieving the goals—and there surely was [acrimony]. But there was never any real questioning of the goals,” says Alvin Bisarya, a former McKinsey consultant whom Hyman tapped to be her first vice chancellor for strategy. (Bisarya left that post after a few years and now works at Kaplan, Inc.)

MAKING A BOLD START

In November 2010, Daley and Hyman announced the Reinvention initiative. In the months before and after launching Reinvention, Hyman and her team at the Central Office of CCC worked to develop a powerful case for reform. In their first public report on the initiative, they pulled no punches. The report highlighted six data points that together told a bleak story: declining enrollment, completion rates far below those of CCC’s best-in-class peers, weak first-year retention, poor outcomes for students who needed remedial math and English, programs that did not align with employers’ workforce demands, and adult education programs that failed to help students transition to for-credit courses. These data points underscored the core message of Reinvention: CCC could not tweak its way to success.

This commitment to open and honest public reporting caught the attention of people who became important allies of Reinvention. “Cheryl was willing to be transparent about the system’s performance on what [CCC leaders] are least proud of,” says Larry

Goodman, CEO of Rush University Medical Center and a member of the CCA board. At the same time, Hyman and her colleagues recognized that transparency would not be enough to help them meet their goals. “We knew that you can hold the moral high ground for a while—but only if you deliver,” says Bisarya.

In particular, Hyman and her team needed to deliver some quick, visible wins. Toward that end, she tapped into her Commonwealth Edison experience and solicited help from the private sector to identify operational efficiencies. Several consulting firms responded to that call: KPMG drilled down on CCC’s procurement policies. Accenture helped upgrade the system’s information technology capabilities. McKinsey worked with Hyman to develop a long-term plan for CCC. As a result of these efforts, the system found \$51 million in savings and reallocated those funds to support Reinvention projects.

To engage faculty members and campus administrators, Hyman established a set of Reinvention task forces. She created seven such groups, so that each campus president could oversee one of them. Under this strategy, nearly 100 faculty and staff members left their campuses for a semester and formed what amounted to internal consulting groups. The mandate of the task forces was to identify solutions that would be (in Hyman’s words) “student-centered, data-driven, and research-based.” Hyman also decided to create a space in CCC’s headquarters building where task force members could work together intensively. CCC took one wing of the building’s sixth floor and remodeled it to house the task forces. “It was very high risk,” Bisarya says. “As we built it out, I kept asking myself whether I would have had the courage to do that.”

Substantively, the task force strategy enabled CCC’s Central Office to leverage the expertise and insights of faculty members. Politically, this approach encouraged participants to take ownership of Reinvention: When they returned to their campuses, many faculty members became emissaries of change.

Along with studying community college innovations in other cities, the task forces looked for efforts within CCC that had the potential for systemwide expansion. Three campuses, for example, had installed Wellness Centers, which link students to counseling and other services. Through Reinvention, CCC extended these centers to all campuses. Another innovation, which was initially available only at Truman College, helps non-credit adult education students move into for-credit programs. The system has now replicated that offering at three additional campuses. In a related move, CCC expanded its advising staff and cut its student/advisor ratio drastically. By 2015, the ratio had dropped from 900-to-1 to 250-to-1.

CONFRONTING OPPONENTS

“When people ask me for advice,” says Hyman, “I tell them that the first thing is: You need to have the guts to take on the critics.” Fairly early in the Reinvention effort, Hyman took steps to signal to opponents both inside and outside CCC that she would pursue change vigorously—and, if necessary, aggressively.

↓ *IN THE LOOP: Harold Washington College occupies part of a city block in the central business district of Chicago.*

For decades, the insularity of the Central Office had left each campus president free to pursue his or her own interests. After having limited success in her attempt to win the support of sitting campus presidents, Hyman took a different tack. She took advantage of a feature that sets CCC apart from most community college systems: The chancellor has the authority to make policy for all seven campuses and to hire and fire campus presidents. In addition, the mayor of Chicago has the authority to appoint members of CCC's governing board. This unusual governance structure makes it easier than it is in most cities for officials to implement a centralized reform initiative.

In February 2011, Hyman asked the presidents at six campuses

attack her for a variety of supposed sins: being autocratic, firing good people, manipulating data, ignoring faculty members, overpaying consultants, and so on. Media outlets eagerly reported on Central Office staff and budget increases. Yet opposition to the Reinvention initiative had little staying power, and it eventually faded away.

Several factors account for the ability of Hyman and her team to overcome resistance. She aligned herself with CCC's customers—with students, employers, and four-year institutions. She also drew an array of effective allies to her side. Goodman challenged the business community to abandon its natural skepticism of public-sector institutions. Ladky and other local advocates used their credibility to blunt community-based complaints. Salgado, for example, joined the chancellor's Community Advisory Council and thereby sent a signal of support for Reinvention.

In addition, Hyman has a life story that gave her leeway to act boldly. She knew CCC from the inside, and she had left a prestigious job in the private sector in order to make the institution better. So it wasn't easy for critics to question her motives. At the same time, she worked to avoid being a lightning rod for criticism. At public meetings, she often let others on her team take the lead in speaking for CCC. "Good leaders know that they aren't the smartest ones in the room and that they need help to make serious change," she says. Bisarya suggests that Hyman is an atypical change agent: "Most reformers are like me: They think they know best. They come in with a lot of arrogance and 'savior-dom.' She just doesn't have that."

FINDING A FOCUS

In its first year, the Reinvention initiative gained traction but did not always demonstrate a clear

sense of direction. CCC leaders layered one ambitious reform atop another. They revamped the system's registration process. They piloted an automated early-warning system that identifies and contacts students who are at risk of failing a course. At times, it seemed as if they were throwing every available reform idea against a wall, just to see which ideas would stick. A second public report on Reinvention, released in 2012, listed several broad goals—"Boosting Readiness," "Boosting Retention," and so forth—and presented an array of new or recommended changes under each goal. "The chancellor faced a real dilemma," says Ladky. "In most turnaround situations, a new CEO might know that there are four or five big things to fix. But in her case, there were maybe 25 things to fix."


How could Hyman and her team streamline a wide range of ideas and activities into a coherent reform program? Somewhat unexpectedly, an answer to that question emerged from a change in leadership at City Hall. In February 2011, Chicagoans elected Rahm Emanuel to

to submit their resignations. (Hyman had just appointed Don Laackman, a principal at CCA, to replace an interim president at the seventh campus, Harold Washington College.) She invited them to reapply for their jobs but made it clear that all applicants would have to show a commitment to meeting the four core goals of Reinvention. One of the presidents, Jose Aybar of Daley College, reapplied (and did so successfully).

Hyman sent an equally provocative message to community leaders who liked having high-status programs on their local campus but showed little concern for the quality of those programs. In 2010, she learned that a poorly performing nursing program on one campus lacked proper accreditation, and she moved swiftly to shut it down. Community leaders, including powerful aldermen, protested the move. But Hyman refused to back down and insisted that performance, not patronage, would drive such decisions.

Local talk shows took aim at Hyman. Websites sprouted up to



 **COOKING UP A CAREER:** At the Washburne Culinary Institute, which is part of Kennedy-King College, students learn the fine points of plating food.

replace Daley as mayor. Emanuel, who had served as chief of staff for President Barack Obama, was eager to make his mark on the city's institutions. At the urging of business and civic leaders, he decided to embrace Reinvention. As one observer recalls, the new mayor essentially told Hyman to "double down" on what she was doing.

On his own, meanwhile, Emanuel took steps to raise the stakes for CCC and its turnaround effort. In December 2011, he gave a highly anticipated speech to hundreds of city leaders at the Economic Club of Chicago. In the speech, Emanuel emphasized how important CCC institutions are to economic growth and equity. "The community college is the link our employees and employers need," he declared. "But it has been missing in action." He talked about meeting a young man who was working at a Target Corp. warehouse while studying business and computers at Harold Washington College. Emanuel, citing that student, then posed a challenge to the CCC system: "When he puts Harold Washington [College] on his résumé, that should mean something to his employer. It should have economic value to him."

Emanuel also used the speech to announce the launch of College to Careers, a CCC initiative that Hyman and her team had developed in collaboration with the mayor. College to Careers grew out of a startling observation: The CCC catalog listed more than 200 occupational programs—yet prospective students had no way to discern which programs would set them on an appropriate career path. What students needed was a smart, simple tool that would help them navigate their educational choices. "We went occupation by occupation, looking at the demand and wage projections. Then we looked at the education level that employers expected for new hires," says Meredith Sparks, associate vice chancellor for workforce and economic development. On the basis of that work, Sparks and her colleagues identified six broad industry clusters that align both with high-growth job categories and with CCC occupational programs: advanced manufacturing; information technology; health care; business and professional services; culinary arts and hospitality; and transportation, distribution, and logistics (TDL). Soon afterward, CCC added a seventh industry cluster: education. These clusters represent 80 percent of the city's projected job growth over the next several years.

College to Careers became a vehicle for bringing focus to Reinvention: It helped unify the initiative's multiple moving parts, and it highlighted the role that CCC could play as an engine for economic growth in Chicago. In a significant move, CCC leaders designated each campus as a "center of excellence" in one of the seven occupational clusters. As part of that process, they consolidated duplicate programs at different campuses. Olive-Harvey, for example, became the hub for TDL programs. Malcolm X College, located in the city's vibrant medical district, became the health career campus. With strong encouragement from Emanuel, Hyman and her team began to ask influential employers to engage with the CCC campus that serves their industry. The CCC team invited companies to review program curricula, to market their industry to students, and to provide internships and other work-based learning opportunities.



Each occupational cluster corresponds to an educational focus area—to a "pathway," as people in the community college field call it. For each pathway, CCC established a set of clearly defined course requirements, along with a course sequence that students should follow to accelerate their progress toward completion of a degree. As part of this effort, CCC leaders identified industry-recognized credentials that students could gain on their way to earning an associate's degree: Students on the TDL pathway, for example, could work to receive a commercial driver's license. The Central Office also developed program maps that gave visual form to each pathway and began using those maps to organize CCC's course catalog.

SETTING A COURSE

In 2012, Hyman and her team issued a five-year strategic plan for CCC, and Hyman coined a motto for the plan: Reinvention⁷—in other words, reinvention to the seventh power. With this plan, CCC leaders aim to weave the spirit and practice of Reinvention deeper into the fabric of activity at each of the system's seven campuses. Equally important, the plan sets forth 24 measurable benchmarks of progress toward the institutional and educational goals of Reinvention. Data on CCC's performance against those benchmarks now appears in the system's annual Reinvention report.

CCC leaders are using the benchmarks to support data-driven management at all levels of the system. The Central Office team meets with student services deans and counselors to review trends for particular student groups—those who are failing courses, for example, or those who "stop out" (that is, temporarily withdraw) after enrolling as CCC students. Hyman conducts similar reviews in meetings with her leadership team and with campus presidents.

In 2013, Rasmus Lynnerup replaced Bisarya as vice chancellor for

strategy. Lynnerup, a former McKinsey consultant with extensive private sector experience, continued the work of reorganizing CCC course and program offerings into well-defined pathways. About this time, CCC added three academic focus areas (human sciences, natural sciences, and construction technologies) to its seven occupational focus areas. In addition, Lynnerup and other CCC leaders used the concept of structured pathways to inform a dramatic revamping of how new students move through the CCC system. In doing so, they drew on a growing body of research that identifies an excess of choices and a lack of clear guidance as serious obstacles to student success. According to this research, many students—especially first-generation college-goers—easily become overwhelmed by the multitude of options that colleges provide. As a result, they make poor choices, put off critical decisions, and then drift until they eventually drop out.

“Applying to college means making a choice,” says Lynnerup. In the summer of 2014, CCC undertook an intensive effort to train advisors in helping students arrive at choices that work for them. More specifically, the goal of this effort was to encourage and enable students to take two crucial steps: First, they should select and commit to one of CCC’s 10 focus areas. And second, they should develop a customized plan for completing pathway requirements. Progress toward this goal has been rapid. One-third of all CCC students who enrolled in classes for the fall 2014 semester—about 70 percent of full-time students—chose a focus area and created a plan. And as of the fall 2015 semester, all degree-seeking students routinely take those steps.

RECKONING WITH CHALLENGES

Today, a half decade after the launch of Reinvention, there are signs that a turnaround at CCC is well under way. Since 2010, the number of associate’s degrees earned by CCC students has more than doubled, and the number of certificates earned has risen by 22 percent. As yet, it’s not clear how sustainable these achievements will be. In 2013, CCC met or exceeded 20 of the 24 targets in its five-year plan—but in 2014, the system met only 15 of its 24 targets. Enrollment has also dipped over the past two years (in part because an improving economy has drawn students away from school and into the workforce). Before CCC can meet the core goals of Reinvention, it will need to make further progress on three enduring challenges.

Student preparation for college work | Asked to name the greatest challenge that CCC faces, Hyman offers a ready answer: “Remediation,” she says. “It’s where we have had the least success and where the need is greatest.” Early in the Reinvention effort, she and her team delayed tackling this problem because it’s both inherently difficult and politically complex. But they recognize that progress on student outcomes overall depends on making headway on this challenge. Today CCC is piloting new approaches that will reduce placement into remedial courses, strengthen academic support for first-year students in core courses, and align math and English requirements with the skill and content expectations of employers and four-year institutions. Although the approach is still in development, the guiding principle behind it

is clear: “If you are at City Colleges, you understand from the outset that you are on track to go someplace,” Ladky says.

Employer engagement | The second challenge hinges on whether companies will regard CCC as a reliable source of qualified workers. Progress in this area has been solid. Between 2013 and 2015, CCC occupational programs helped place more than 2,300 graduates in jobs, and today about 100 Chicago-area companies are participating in CCC internship programs. Thanks to Emanuel’s “gentle nudging,” Hyman notes, an increasing number of civic-minded companies are engaging with the CCC system. The insurance giant Aon, for example, is hiring CCC students as interns for the first time ever and has hired several of them into full-time jobs upon graduation. Yet big questions loom over the system’s College to Careers initiative: Will employers generate large numbers of middle-skill jobs that align with CCC occupational programs—and will they hire CCC graduates to fill those jobs?

Quality of learning | The third challenge is a byproduct of Reinvention’s early success in raising students’ expectations. As more students see that transferring to a four-year college might be possible, and as more of them commit to careers that require a four-year degree, the quality of CCC learning will become increasingly important. Will universities welcome CCC graduates and give them full credit for CCC courses and programs? On that question, a recent expansion of the city of Chicago’s Star Scholarship program offers an encouraging sign. Under that program, anyone who graduates from a CPS high school with at least a B average can attend a CCC institution free. In August 2015, the city announced that Star Scholarship recipients who complete a degree at a CCC campus and then transfer to a participating four-year college will receive a tuition grant from the city. This year, seven Chicago-area four-year institutions signed on to participate in the program, and about 1,000 first-year students are eligible to benefit from it.

LOOKING AHEAD

It will take time to master the big challenges that CCC faces. But is there enough time, given that Reinvention is already in its sixth year? Hyman, like other leaders of the turnaround effort, expresses cautious optimism. “We’re probably 40 to 50 percent of the way there,” she says. “We are working for culture change from the bottom to the top. Culture and data—that’s the institutional foundation for keeping continuous improvement going.” At the same time, Hyman retains lofty ambitions for CCC. “I’ll know we are successful when a City Colleges degree is regarded as equal in value to any other degree,” she says.

For now, the CCC leadership team remains stable, and external support for the Reinvention initiative remains strong. Hyman and her team appear to have earned an extended grace period—and that asset will be essential if progress on outcomes falters, or if political and fiscal conditions shift. In any event, the work of turning around CCC has reached a point of no return. “We are engaged in transformational change,” says Lynnerup. “[We] can’t go back. Once the butterfly is out of the cocoon, there is no going back in.” ■

ATTACHMENT D
CITY COLLEGES OF CHICAGO
JOB DESCRIPTION

Date: February 2, 2011

Job Family: 110

Title: Chancellor

Job Code: A100

Division/

College: District Office

Union: Administrator

Reports to: Board of Trustees with direct reporting
to Chairman of the Board

Salary Grade: NR

FLSA Code: Exempt

PRIMARY OBJECTIVE: This position will work towards accomplishing the mission of the City Colleges of Chicago in order to offer comprehensive community college programs and services to meet the diverse educational needs of the residents of the District and other students by offering both access and excellence in higher education.

The position will inspire, lead, guide, and direct every member of the administrative, instructional, and supportive services team in setting and achieving the highest standards of excellence, so that each individual student enrolled in the District's programs may be provided with a complete, valuable, meaningful, and personally rewarding education.

The position will also oversee and administer the use of all District facilities, property, and funds with a maximum of efficiency, a minimum of waste, and an ever-present, overriding awareness of, and concern for their impact, upon each individual student's education.

DUTIES OF THE CHANCELLOR:

As chief administrative officer of the District and the Colleges within the District, and executive officer of the Board, the Chancellor will be responsible for leadership and administrative management of the operations, programs, personnel and services of the District in conformity with the provisions of the Public Community College Act ("Act"), and other applicable law and for carrying out the policies and rules of the Board regarding the District and the Colleges as determined by the Board.

Performance Responsibilities:

The Chancellor shall have the following responsibilities:

1. Provide overall leadership in achieving the following goals:
 - increasing number of students who earn college credit credentials of economic value

- increasing rate of transfer to bachelor's degree programs following CCC graduation
 - drastically improving outcomes for students requiring remediation
 - increasing the number and share of ABE/GED/ESL students who advance to and succeed in college-level courses.
2. Recommends to the Board District personnel actions (except those of officers directly responsible to the Board) and preparation for the Board of evaluations of the District's personnel policies and personnel.
 3. Establishes policies, procedures and regulations for the administration and management of the District and prepares evaluations of some for the Board. Develops and promulgates appropriate rules and guidelines for the administration of educational programs and services.
 4. Recommends to the Board changes in its educational programs and services and prepares evaluations of the District's educational programs and services for the Board.
 5. Oversees the fiscal management of the District and the preparation of evaluations of the District's fiscal position.
 6. Recommends to the Board purchases, including equipment and supplies, contracts, leases, acquisitions and condemnations of land, construction, maintenance and repair of District facilities and equipment.
 7. Establishes regulations for the control and management of property of the District.
 8. Recommends to the Board short and long-term plans to carry out the mission of the District after consultation with the faculty and others.
 9. Represents the District to the City, State of Illinois and the Federal government as well as to the public.
 10. Establishes District-wide advisory committees to address District needs.
 11. Approves all College class and time schedules and course offering for programs approved by the Board.
 12. Approves District publications, except those requiring board approval, resolution of the Board of law.
 13. Serves as Freedom of Information Officer to assure compliance with applicable public record disclosure laws and reports all reporting all requests for information to the Board on a regular basis.
 14. Serves as ex-officio, non-voting member of all standing Board committees.
 15. Performs other duties assigned by the Board or the State Act.

16. Required to adhere to CCC Customer Service Excellence standards.

QUALIFICATIONS

1. Earned Doctorate from a regionally accredited institution. Eight (8) years experience in senior executive administration preferably in a community college setting. Experience should include program development, strategic planning, operational oversight and fiscal management.
2. Experience in advocacy and cooperative relationships with external and internal agencies such as state and local government, business and industry, community organizations and foundations.
3. Demonstrated commitment to diversity and multiculturalism in one's work experience.
4. Demonstrated experience working collaboratively with all constituents, students, faculty, and staff.
5. Experience in a union setting preferred.
6. Demonstrated ability to develop a technologically integrated environment that fosters innovation within a learning organization.

Approved by Compensation and Classification

11/25/03

Date

This job description is developed to provide a general description of the duties and responsibilities of this position. It is not intended to be an exhaustive set of the duties and responsibilities, nor all of the necessary qualifications to perform the work.

ATTACHMENT E

CITY COLLEGES OF CHICAGO JOB DESCRIPTION

Date: August 1, 2010 (**revised 5/10/11**) **Job Family:** 110
Title: Provost & Chief Academic Officer **Job Code:** A254
Division/ District Office
College: Academic Affairs **Union:** Non-Union
Reports to: Chancellor **FLSA Code:** Exempt
Salary Grade: NR

PRIMARY OBJECTIVE: This position is responsible for ensuring academic integrity and quality in the academic programs and student life of the District. Ensures that all planning, implementation and administration of academic programs and programs for the student experience are in alignment with the strategic plan and priorities of the District.

DUTIES & RESPONSIBILITIES:

1. Responsible and accountable for improving educational effectiveness; promoting excellence in teaching, learning, research and creative endeavors; academic planning; and ensuring a comprehensive learning experience in order to achieve the following goals for the District:
 - Increasing number of students who earn college credit credentials of economic value
 - Increasing rate of transfer to bachelor's degree programs following CCC graduation
 - Drastically improving outcomes for students requiring remediation
 - Increasing the number and share of ABE/GED/ESL students who advance to and succeed in college-level courses.
2. Provides visionary leadership for the academic and student affairs of the District, and represents the academic interests of the institution. Develops annual metrics for measuring student success through goal achievement.
3. Manages faculty recruitment, retention, credentialing, promotion and tenure processes. Collaborates with College leadership and executive team to ensure that faculty management advances the District's strategic plan, mission and objectives.
4. Facilitates the coordination and assessment of accreditation activities. Ensures that assessment and accreditation activities promote the continued growth and advancement of the organization.

5. Oversees academic policy and priorities, establishes standards for the quality of the student body, and maintains educational excellence in accordance with the District's strategic plan.
6. Fosters a commitment to diversity throughout the District by building a more inclusive and supportive environment for teaching, learning, service and scholarship.
7. Collaborates with senior management to ensure a high level of academic attainment and maintain a high quality of student life; to ensure that technology, facilities, human resources and business services support the academic mission of the District; and to promote public understanding of, and support for, the District.
8. Supervises, evaluates performance and develops employees that are a direct report.
9. Develops, coordinates and implements faculty development programs that will support the faculty members' instructional abilities. Monitors faculty evaluation processes and provides strong, decisive leadership in developing metrics for success. Develops and initiates innovative development programs within the District in support of the strategic plan, mission and objectives.
10. Oversees the development of the department budget and monitors expenditures to ensure adherence to budget.
11. Works with staff at all levels in the development, documentation, implementation and communication of policies and procedures relating to the department's responsibilities.
12. Continually works to improve overall management of performance within the academic areas of the District.
13. Participates in District governance and strategic planning.
14. Represents the District at local, state and national meetings on educational matters.
15. Adheres to CCC Customer Service Excellence standards
16. Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

Direct Supervision:

Associate Vice Chancellors
Clerical Staff

Indirect Supervision:

Faculty
Technical Staff
Administrative Personnel

QUALIFICATIONS:

1. Earned Doctorate from a regionally accredited institution. Eight (8) years progressive administrative experience preferably in a community college setting. Experience should include program development, strategic planning, operational oversight and fiscal management.
2. Experience in developing relationships with external and internal agencies such as state and local government, business and industry, community organizations and foundations.
3. Demonstrated commitment to diversity and multiculturalism in one's work experience.
4. Demonstrated experience in creating consensus through shared governance.
5. Experience in union setting preferred.
6. Demonstrated ability to develop a technologically integrated environment that fosters innovation within a learning organization.
7. Must have experience in higher education accreditation procedures, articulation processes and program review.
8. Demonstrated experience in developing and implementing procedures emanating from Board policy.
9. Demonstrated experience monitoring compliance with internal and external regulatory agencies.

Approved by Compensation & Classification

05/10/2011

Date

This job description is developed to provide a general description of the duties and responsibilities of this position. It is not intended to be an exhaustive set of the duties and responsibilities, nor all of the necessary qualifications to perform the work.

JB 8/10
Revised 5/11