REQUEST FOR PROPOSAL (RFP) #MWJ1115

MARKET RESEARCH SERVICES

Required for use by:

CITY COLLEGES OF CHICAGO

ONE (1) ORIGINAL AND TEN (10) CD COPIES OF THE RESPONSE TO BE SUBMITTED

All responses shall be addressed and returned to:

City Colleges of Chicago
Business & Procurement Services
226 W. Jackson Blvd., Room 1003
Chicago, IL  60606
Attn:  Marietta Williams-Johnson, Buyer

Responses must be received no later than 11:00 a.m. local Chicago time, on
Friday, October 28, 2011

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, RFP #MWJ1115- Market Research Services for City Colleges of Chicago, 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 the sender unopened.

We have scheduled a pre-proposal conference to discuss the scope of services and questions relating to the award and compliance procedures for the Minority and Women Business Enterprise Contract Participation Plan (MBE/WBE). The pre-proposal conference is scheduled for Wednesday, October 19, 2011 at 11:00 a.m. in Room 309 at City Colleges of Chicago, 226 W. Jackson Blvd., Chicago, IL 60606. Firms anticipating submitting a proposal are encouraged to attend. We recommend that you obtain a copy of the RFP before attending the pre-proposal meeting. Please RSVP your attendance to procurementservices@ccc.edu by Tuesday, October 18, 2011, by 2:00 p.m. Include the names of the attendees. Photo Identification will be required for entry into the building.

An Intent to Submit a Proposal Letter, Attachment A, must be submitted by fax, 312-553-2594, to Procurement Services to the attention of Marietta Williams-Johnson, Buyer, by Monday, October 24, 2011, no later than 12:00 p.m.

All questions regarding clarification or verification of these specifications should be referred to Marietta Williams-Johnson, Buyer, at 312-553-3331 or via email, procurementservices@ccc.edu. Questions relating to MBE/WBE compliance procedures should be directed to Harriet Neely, Office of Contract Compliance, at 312-553-3232 or via email, hneely@ccc.edu. The deadline for submitting questions is Thursday, October 20, 2011, by 2:00 p.m.
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I. GENERAL INFORMATION

City Colleges of Chicago (CCC) consists of seven (7) community colleges which are all located within the city limits of Chicago. In addition, there are ten (10) satellite locations that are affiliated with the colleges. A seven-member board of trustees, who are appointed by the Mayor of Chicago, governs the system. The chief administrative officer of the system is the Chancellor, who is appointed by the Board of Trustees. Each college has its own President, who reports to the Chancellor, and its own administrative staff which is responsible for policy administration in the areas of human resources and staff development, finance, academic affairs, administrative services and information technology. Each of these areas is headed by a Vice Chancellor that reports to the Chancellor.

The RFP and all attachments are available for download from the City Colleges of Chicago web site, [www.ccc.edu](http://www.ccc.edu), Contract Opportunities. Respondents who download the RFP waive their right to have clarifications and/or addenda sent to them. Such Respondents are responsible for checking the web site 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 RFP. Proposals will not be accepted in electronic forms.

II. INTENT AND SCOPE OF SERVICE

A. Intent

The City Colleges of Chicago (CCC) invites the submission of proposals from firms (“Proposers”) that wish to provide market research services such as polls and focus groups as requested by City Colleges of Chicago. The intent is to target specific needs, interest and demographics based on the population of the City Colleges of Chicago.

City Colleges of Chicago makes no guarantee regarding the amount of work to be performed under the resulting contract. Services will be requested by City Colleges of Chicago on an “as needed” basis. City Colleges of Chicago reserves the right to award multiple contracts if it is City Colleges of Chicago best interest to do.

B. Scope of Work

Consultant will work with City Colleges of Chicago ("CCC") Office of the Provost and the Marketing and Communications Department to develop and implement a public opinion research program to include, at a minimum, quantitative research (polling) and qualitative (focus groups) as follows:

a. Quantitative research

Public opinion poll designed to measure CCC perception, test messages, measure competitive landscape, and inventory college and career expectations among both prospective students and the general population through quantitative research.
Two sets of six focus groups

Set #1 -- Measuring education expectations, media consumption habits, perceptions of CCC and other area colleges, and test CCC messages

- African-American high school students and recent high school graduates (ages 17-22)
- African-American adults ages 25-45
- Latino high school students and recent high school graduates (ages 17-22)
- Latino adults ages 25-45
- Non Latino, non African American high school students and recent high school graduates (ages 17-22)
- Non Latino, non African American students adults ages 25-45

Set #2 -- Further test messages and test creative concepts

- African-American high school students and recent high school graduates (ages 17-22)
- African-American adults ages 25-45
- Latino high school students and recent high school graduates (ages 17-22)
- Latino adults ages 25-45
- Non Latino, non African American high school students and recent high school graduates (ages 17-22)
- Non Latino, non African American students adults ages 25-45

III. 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. One (1) original and ten (10) CD copies are to be submitted in response to this RFP, see Page 1. Electronic CDs shall be submitted in pdf format and each CD shall indicate Responder’s name, RFQ number and name enclosed in individual sleeves/cases.

Discussions may be conducted with Respondents who submit responses determined to have a reasonable possibility of being selected. All Respondents shall be accorded fair and equal treatment with respect to the RFP 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 responses 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 side only. Expensive papers and special bindings are discouraged since no materials will be returned to the Respondent. Electronic CDs shall be submitted in pdf format and each CD shall indicate Responder’s name, RFQ number and name enclosed in individual sleeves/cases.

B. Contents of Response

1. Cover Letter:
   The cover letter must be submitted on the Proposer’s letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a plan explaining how services will be
performed, a commitment to provide the services described in the Scope of Services of this RFP and indicate that the offer is good for one hundred and twenty (120) days from submittal of proposal.

2. **Executive Summary and Executive Summary Sheet**
   An Executive Summary which shall include a brief statement of understanding the scope of services to be provided, a brief description of the firm, the services offered and the name of the Proposer and the location of the Proposer’s principal place of business. Proposer shall include the Executive Summary Sheet (Section VII).

3. **Joint Ventures**: A firm may propose both as a joint venture and independently as a single respondent. If a joint venture response is rejected, no firm which has participated in the joint response can be considered to provide services unless it has separately submitted a response. Similarly, two (2) or more firms may submit responses as a prime consultant(s) and subcontractor(s) relationship. In the event of such an arrangement, the City Colleges of Chicago reserves the right to reject any subcontractor and accept only the prime consultant. The City Colleges of Chicago will not accept a subcontractor and reject the primary consultant. If a subcontractor wishes to be considered separately for a portion of the services, such firm should submit a separate submittal in response to this RFP. A copy of the executed Joint Venture Agreement, if applicable, must be submitted as well as the Federal Identification Number as a joint venture.

4. **Experience and Statements of Qualifications**
   a. Proposer must provide information on the company’s background, including the number of years in business, main office location and a list of services provided.
   b. Proposer must provide information on services similar in nature and scope as requested in Section II, Scope of Services, including company’s name, contact person, telephone and fax numbers and email address; provide information for similar services for any educational institutions or government agencies. Proposer must submit company contacts. Provide the name, title, street address, city, state, zip code, telephone and fax numbers and email address for (a) primary contact person for this project and (b) the individual(s) authorized to negotiate a contract with the City Colleges of Chicago.
   c. Detailed information on the Proposer’s ability to meet the scope of services of this RFP. This should include the services that your firm would be able to provide and how the services will be executed.
   d. Provide an organizational staffing plan chart for the personnel who will perform services as stated in Section II, Scope of Services, including resumes and educational background.

5. **Clients and Portfolio**
   Respondents shall indicate all clients and portfolio for the last three (3) years. Provide scope of work, contract value and Respondent’s project manager.

6. **References**
   Provide a minimum of three (3) references from projects similar to those the Respondent desires to provide herein, including contact persons’ names, mailing addresses, telephone and fax numbers and email addresses. Please complete Page One of the Reference Questionnaire (Attachment B). City Colleges will fax this form to the references included in your submittal. Please inform your references that they will be contacted by CCC.

7. **IRS W-9 Form**
   A current IRS W-9 Form must be completed, signed and submitted with your proposal. (See Appendix III)
8. Financial Statements
Copies of audited/non-audited financial statements for the two (2) previous fiscal years or audited/non-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 statements 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.

9. Legal Actions
List and briefly describe any and all legal actions for the past three (3) 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.

10. Minority/Women Business Enterprise Plan (M/WBE)
City Colleges of Chicago have adopted a Minority/Women Business Enterprise Plan (M/WBE). The successful proposal will be required to comply with the requirements of the Approved Plan, Appendix I. Proposers are required to submit Schedules A and C with their proposals. City Colleges of Chicago is requesting direct participation with regards to compliance with the M/WBE Plan requirements.

Please note that for this RFP, CCC is requesting that any M/WBE subcontracting firm be certified in their appropriate area(s) of expertise at the time of proposal submission. Proposers will be allowed three (3) business days to provide such documents after submission of this RFP.

Please contact Harriet Neely, Office of Contract Compliance, at 312-553-3232 or via email, hneely@ccc.edu, if you have any questions regarding the M/WBE Compliance regulations or any part of the M/WBE Participation Plan.

11. 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)

12. Pricing Structure and Hourly Rates
With respect to the requirements outlined in the scope of work section of this RFP, provide a price for your firm’s work. CCC desires a fixed price for all phases and tasks of this project. CCC will not pay nor reimburse any travel and hotel costs to the awarded vendor. (See Section VIII)

SECTION IV - INSURANCE REQUIREMENTS

A. Proposer's Insurance
The Proposer shall procure and maintain at all times, at Proposers 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 Proposer or by subcontractors.

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

2. **Commercial Liability Insurance (Primary and Umbrella)**
   Commercial Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability 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.

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

4. **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 $1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede 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.

   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 an expiration or renewal date occurring during the term of this contract. The Contractor shall submit evidence of insurance prior to contract award. The failure of City Colleges of Chicago to obtain such evidence from 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 right to modify, delete, alter, or change these requirements.

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.


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

SECTION V - GENERAL INSTRUCTIONS

A. Time for Receiving Proposals
Proposals must be received no later than 11:00 a.m. local Chicago time, on Friday, October 28, 2011. 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 RFP, 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 RFP. City Colleges of Chicago reserves the right to award to multiple vendors.

**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 twenty (120) 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 RFP**
If the City Colleges of Chicago determines that this RFP 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 RFP. Proposer must acknowledge receipt of each addendum issued in the RFP 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**
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 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.

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 three (3) one (1) year periods, subject to Board’s Approval. All extension term dates will be subject to the Board’s approval.

K. Payment
The selected proposer 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 submitted to the Office of Marketing and Communications, City Colleges of Chicago, 226 W. Jackson Blvd., Chicago, IL 60606 in duplicate. City Colleges of Chicago may choose to make payment via Electronic Single Use Account (SUA). City Colleges of Chicago also utilizes Automatic Clearing House (ACH) payments to pay suppliers. The SUA payments are administered through U.S. Bank.

L. Communication
All written inquiries regarding this RFP should be directed to Marietta Williams-Johnson, Buyer, at City Colleges of Chicago, 226 W. Jackson Blvd. Room 1003, Chicago, IL 60606 or via e-mail, procurementservices@ccc.edu.

Such requests must be submitted by Thursday, October 20, 2011, no later than 2:00 p.m.
Any interpretation of the proposed documents will be made only by an addendum issued by the District Director of Business and Procurement Services. 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 provisions of the Contract Documents.

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 return signed ACKNOWLEDGEMENT with submissions. (See Appendix II)

SECTION VI - EVALUATION CRITERIA

An evaluation Committee, which will include CCC representatives, will review proposals in accordance with the evaluation criteria. The Committee will submit its recommendation to the District Director of Business and Procurement Services, who in turn will review and make a recommendation to the Chief Financial Officer and/or Treasurer will review the findings and recommendations of the Evaluation Committee and submit a recommendation to the Chancellor and the Board of Trustees. The Request for Proposal will be evaluated according to the following criteria:

1. Qualifications and Experience of the firm
2. Proposer’s plan of action for the execution of the requested services.
3. Past experience with similar services for educational institutions
4. Fees in relation to the Scope of Services
5. M/WBE Compliance plan.

This RFP 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 RFP.

CCC reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. CCC may also request that any short-listed finalists conduct oral presentation and/or demonstrations of their services.
SECTION VII - EXECUTIVE SUMMARY SHEET FORMS

The undersigned, hereby acknowledges having received a full set of the Request For Proposal (RFP) for Market Research Services for the City Colleges of Chicago.

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I. 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.

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

Having carefully examined the scope of services, requirements, and conditions affecting this Request for Proposal, the Proposer shall provide a Fee Proposal in which the Proposer will perform the services requested to include a detailed list of assumptions on which the proposed Fee Proposal was based. Your proposal must identify any other pricing structures or cost. CCC will not pay nor reimburse for travel and any hotel costs to the awarded vendor.

Proposers can provide pricing for the Poll service or the focus group services or both.

Total Cost for Poll Services

$________________________

Cost for Focus Group Services

Set #1 -- Measuring education expectations, media consumption habits, perceptions of CCC and other area colleges, and test CCC messages

$_______  African-American high school students and recent high school graduates (ages 17-22)
$_______  African-American adults (ages 25-45)
$_______  Latino high school students and recent high school graduates (ages 17-22)
$_______  Latino adults (ages 25-45)
$_________  Non Latino, non African American high school students and recent high school graduates (ages 17-22)
$_________  Non Latino, non African American students adults (ages 25-45)

Set #2 -- Further test messages and test creative concepts

$_______  African-American high school students and recent high school graduates (ages 17-22)
$_______  African-American adults ages 25-45
$_______  Latino high school students and recent high school graduates (ages 17-22)
$_______  Latino adults ages 25-45
$_________  Non Latino, non African American high school students and recent high school graduates (ages 17-22)
$_________  Non Latino, non African American students adults ages 25-45

Total Cost for Focus Groups Services:  $___________________________

Combined proposal fee Poll and Focus Groups Services:  $___________________________

Company’s Name : ____________________________________________________________

____________________________________________________________________________

Preparer's Name (print)          Title

____________________________________________________________________________

Preparer’s Signature     Date
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
D/B/A CITY COLLEGES OF CHICAGO

LETTER OF INTENT TO SUBMIT A PROPOSAL

RFP #MWJ1115 – MARKET RESEARCH SERVICES
FOR CITY COLLEGES OF CHICAGO

I, ___________________________________________, the undersigned being a duly authorized official of ___________________________________, hereby acknowledge receipt of the above referenced RFP offering and certify the intent of this firm to submit a Proposal in response to the Request.

PLEASE EXECUTE AND E-MAIL TO THE ATTENTION OF MARIETTA WILLIAMS-JOHNSON, BUYER, CITY COLLEGES OF CHICAGO, PROCUREMENT SERVICES AT procurementservices@ccc.edu, BY MONDAY, OCTOBER 24, 2011 NO LATER THAN 12:00 P.M.

FIRM'S NAME: ______________________________________________________________________
ADDRESS:  __________________________________________________________________________
CITY: _______________________________ STATE: ____________       ZIP CODE:____________
TELEPHONE: ______________________________    FAX: ___________________________
PRINCIPAL CONTACT: ______________________________________________________________
TITLE: ______________________________________________________________________________
DIRECT LINE: __________________________ FAX: __________________________________
E-MAIL: _____________________________ WEBSITE: ____________________________________
SIGNATURE: ________________________________________  DATE: _____________________
ATTACHMENT B

REFERENCES

Respondents, please provide at least three (5) references, one per firm, for whom you have provided services to those similar to what is requested in this RFP. Please complete the following CCC Reference Questionnaire, Page 1 of 2, for each of your references and return the forms with your proposal/qualifications. City Colleges of Chicago will send Page 2 to your references. (Please make additional copies as needed.)
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 Questions next page 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 Marietta Williams-Johnson, Buyer, via fax at 312-553-2594 or via e-mail to procurementservices@ccc.edu.

To Be Completed By Proposer

Reference Company Name: ____________________________________________________________

Reference Contact: _________________________________________________________________

Reference Fax: ________________________________________________________________

Reference Phone: ________________________________________________________________

Reference E-mail: ________________________________________________________________

Name of Firm: ________________________________________________________________

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

Contract Amount: __________

Project Completion Date: __________

(Page 1 of 2)
APPENDIX I

THE FOLLOWING SECTION CONTAINS TERMS AND CONDITIONS REGARDING THE CITY COLLEGES OF CHICAGO MINORITY & WOMEN BUSINESS ENTERPRISE CONTRACT PARTICIPATION PLAN

Revised 6/20/2007
MINORITY AND WOMEN CONTRACT PARTICIPATION PLAN (M/WBE)

SECTION I  INTRODUCTION
SECTION II  POLICY STATEMENT & TERMS
SECTION III  DEFINITIONS
SECTION IV  GOAL PERCENTAGES
SECTION V  COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS
SECTION VI  PROCEDURE TO DETERMINE BID COMPLIANCE
SECTION VII  EVALUATION OF BID PROPOSALS
SECTION VIII  REQUEST FOR WAIVER
SECTION IX  MBE/WBE SUBSTITUTIONS
SECTION X  REPORTING & RECORD - KEEPING REQUIREMENTS
SECTION XI  REMEDIES FOR NON-COMPLIANCE
SECTION XII  APPRENTICESHIP AND CERTIFICATED WORKER HIRING PROGRAM

FORMS:

SCHEDULE A - Affidavit of MBE/WBE Goal Implementation Plan
SCHEDULE C - Letter of Intent from Certified MBE/WBE to Perform as Subcontractor, Sub consultant and/or Material Supplier
SCHEDULE D - Apprenticeship and Certificated Worker Hiring Program
PAYMENT REPORT Quarterly Payment Report Format to Certified MBE/WBE Subcontractor(s), Sub consultant(s) and/or Material Supplier

LISTS:

Certifying Agencies Recognized by the City Colleges of Chicago
Terms & Conditions Regarding Compliance with the Minority Business Commitment and the Women Business Enterprise Commitment

SECTION I
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 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 revised Terms and Conditions is to describe the current requirements of the amended 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 II
POLICY STATEMENT AND TERMS

2.1 It is the policy of the Board to insure 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 insure significant participation by certified MBEs and WBEs.

SECTION III
DEFINITIONS

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

Board of Trustees or Board shall mean the Board of Trustees of Community College District No. 508.

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.

Chancellor shall mean the Chancellor of City Colleges of Chicago or his/her designee.

City College shall mean the City Colleges of Chicago.

Commercially Independent Function shall mean the execution of a distinct element of work by actual performance, management and supervision.

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.

General Contractor shall mean a firm that has entered into a contract with the Board to provide goods or services.

Joint Venture shall mean an association between two or more independent businesses formed to perform a specific contract.

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.

**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.

**Person** shall mean a natural person, or partnership, corporation or joint venture.

**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.

**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.

**Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who us of female gender.

**SECTION IV GOAL PERCENTAGES**

4.1 **(A) Participation Goals**
Goals for participation by certified MBE and WBE firms for this Contract shall be not less than the following percentage of the total contract price:

- MBE Participation goal: 25%
- WBE Participation goal: 7%

4.2 **(B) 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 Bidder/Proposer. Further, the Contractor agrees to use its best efforts to include certified MBE and WBE firms in any Contract modification and amendments.

4.3 **(C) Failure to Carry Out Commitment**
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 V COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS**

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

**(A) Only Certified MBE/WBE Firms Count Toward Contract Goals**
A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that 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. To determine whether a firm is performing a commercially useful function, the Office of M/WBE Contract Compliance will be available to make that determination.

**(B) MBE/WBE Contractors Subcontracting Their Work**
Consistent with normal industry practices, a certified MBE or WBE may enter into 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.

(C) 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).

(D) Counting MBE/WBE Suppliers
A Contractor may count toward its goals expenditures to certified MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

(E) Counting Total Dollar Value Awarded To Certified MBEs/WBEs
The total dollar value of contract awarded to a certified MBE or WBE firm shall be credited to such participation. Only certified minority business participation may be counted toward MBE goal participation, and only certified women business participation may be counted toward WBE goal participation.

(F) Counting Total Dollar Value To Either MBE or WBE, Not Both
The total dollar value of a contract with a certified firm owned and controlled by minorities or women is counted toward either the MBE or WBE goal, but not both. The Contractor employing the certified firm may choose the goal to which the contract value is applied. Various 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.

(G) MBE/WBE Controlled Firms
In a certified firm owned and controlled by both minority males and minority females, if the minority females own and control 51% or more of the business, then the total dollar value of a contract with such firm may be counted toward either MBE participation or WBE participation but not both. If the minority females, however, own and control less than 51% of the firm, then the firm's participation may be counted only toward MBE utilization.

(H) 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:

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

5.2 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 VI
PROCEDURE TO DETERMINE BID COMPLIANCE

6.1 The following schedules and documents constitute the Bidder/Proposer's MBE/WBE compliance proposal. They must be submitted at the time of the bid or proposal submission:

(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 listed certified MBE/WBE firm. Except in cases where the bidder/proposer has submitted a complete request for a waiver or variance of the MBE/WBE goals in accordance with Section VIII (below), the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each certified MBE/WBE firm included on their Schedule A. The total dollar commitment to proposed certified MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed certified WBEs must at least equal the WBE goal. Bidders/Proposers are responsible for calculating the dollar equivalency of the MBE and WBE goals as percentages of their total bids.

All commitments made by the bidder/proposer's Schedule A must conform to those presented in the submitted Schedule C, where Schedule C is to be submitted at the time of the bid/proposal submission. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any certified MBE or WBE in order to achieve conformity between Schedules A and C.

(B) Letters of Certification
A copy of each proposed MBE/WBE firms current letter of certification from an approved certifying agency must be submitted with the bid/proposal as a part of Schedule A.

All letters of certification must include a statement of the certified MBE/WBE firm’s area of specialty. The certified MBE/WBE firm’s scope of work, as detailed by their Schedule C must conform to their area of specialty.

(C) Schedule C: Letter of Intent from MBE/WBE
The Letter of Intent from certified MBE/WBE to perform as a subcontractor, consultant and/or material supplier. A Schedule C executed by the respective certified MBE/WBE firm(s) or Joint Venture Subcontractor(s) must be submitted, at the time of the bid/proposal submission, by the bidder/proposer for each certified MBE/WBE included on their Schedule A and must accurately detail the work to be performed by the certified MBE/WBE firm at the agreed rates and prices to be paid.

All fully completed and executed Schedule C must be submitted with the bid. Failure to submit the completed Schedule C in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

(D) Joint Venture Agreements
If the bidder/proposer's MBE/WBE proposal includes the participation of certified MBE/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/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must 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).

6.2 Correct Completion of Schedules
The MBE/WBE compliance proposal 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.
SECTION VII
EVALUATION OF BID PROPOSALS

7.1 (A) Commitment To Provide Information Upon Request
During the period between bid opening and Contract award, the submitted documentation will be evaluated by the Office of M/WBE Contract Compliance. 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. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's proposal did not contain a sufficient level of certified MBE or WBE participation, 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.

(B) Determination of Bid/Proposal Deficiencies
If the Office of M/WBE Contract Compliance's review of a Bidder/Proposer's proposal concludes that the MBE/WBE proposal was deficient, the Office of M/WBE Contract Compliance shall promptly notify the Director of Business Services (Purchasing) of the apparent deficiencies which may be cause for rejection of the Bidder/Proposer's submission as non-responsive.

(C) Modifications To Bid/Proposal Not Permitted
Bidders/Proposer will not be permitted to modify their MBE/WBE compliance bid/proposal. Therefore, all term and conditions stipulated for prospective certified MBE and WBE subcontractors or suppliers should be satisfactorily addressed prior to the submission of the bid/proposal.

7.2 If circumstances should arise, however, where a proposed certified MBE/WBE is no longer available, the process described below in Section IX entitled, "MBE/WBE Substitutions" should be followed.

SECTION VIII
REQUEST FOR WAIVER

8.1 Inability To Identify Certified MBEs/WBEs
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 this Contract, the bid/proposal must include a written request for waiver. Please note that a request for a waiver is not an automatic approval of the requested waiver (see attached form). 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, not withstanding good faith attempts to achieve such participation. Examples of such good faith efforts may include, but are not limited to, the following:

- Attendance at the Pre-bid/proposal conference.
- 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.
- Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.
- Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
  (1) the name, address and telephone number of the certified MBE and WBE firms contacted;
  (2) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
  (3) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
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.

A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.

Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.

General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 Unacceptable Basis for Waiver Request
If the bidder 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
(A) 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:

(1) Due to substantially changed circumstances the contractor is unable to meet the previously stated MBE or WBE goal(s);

(2) 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

(A) Granting of Waiver By Chancellor
The Chancellor on his or her own initiative may grant a waiver from MBE or WBE requirements to an individual contract upon a determination by the Chancellor that there are insufficient certified MBEs or WBEs available to fulfill such requirements for that particular contract.

(B) Chancellor’s Waiving of Requirements Are In Writing
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.

(C) Waivers may be partial or total.

8.5 Additional Criteria
In determining whether to grant a waiver, the decision-maker may take into consideration the additional cost which would be incurred by denying the waiver and awarding the contract to the next lowest bidder/proposer who has not requested a waiver. Where the Office of M/WBE Contract Compliance has determined that the lowest bidder is not responsible because a waiver request contained in the bid/proposal has been denied, the Office of M/WBE Contract Compliance may negotiate with the lowest responsible bidder to obtain a lower price.

SECTION IX
MBE/WBE SUBSTITUTIONS

9.1 Termination or Reduction 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. If it becomes necessary to substitute a new 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.

9.2 Notification Procedure Should Scope of Work Needs To Be Reduced or Terminated
The Contractor must notify the Office of M/WBE Contract Compliance immediately in writing of an apparent necessity to reduce or terminate a certified MBE and/or WBE subcontract and propose a substitute a certified firm for some phase of work. The Contractor's notification must include the name, address and principal office of any proposed certified substitute MBE and/or WBE firm and the dollar value and scope of work of the proposed subcontract. Attached should be all of the same MBE/WBE schedules, affidavits, documents, and letter of intent which are required of Bidders/Proposers as enumerated in Section VI above.

9.3 Including Remedies For Non-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.

9.4 Unexcused Reduction or Termination of Scope of Work
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.

SECTION X
REPORTING AND RECORD-KEEPING REQUIREMENTS

10.1 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 submit to the Office of M/WBE Contract Compliance a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the certified MBE and WBE firms. During the performance of the Contract, the Contractor shall submit monthly notarized documentation attesting to current payment amounts and the cumulative dollar amount of payments made to date. 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," at the time of submitting each monthly payment voucher which reflects the current status of cumulative payments to certified MBE and WBE firms. The Contractor shall provide the Office of M/WBE Contract Compliance, on a quarterly basis with photocopies of the cancelled checks (front and back) paid to certified MBE and WBE subcontractors.

10.2 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 XI
REMEDIES FOR NON-COMPLIANCE

11.1 Non-Compliance
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.
11.2 Notification
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 the contractor's or subcontractor's 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.

11.3 Criteria
If, after notification, 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 11.4 (Sanctions) below.

11.4 Sanctions

(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:

(1) Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 11.3 (Criteria) 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.

(2) Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 11.3 (Criteria) 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.

(3) 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 11.4 (Sanctions) and all its subsections.

(4) 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 11.4 shall not be deemed to exclude any other sanctions or remedies available at law or in equity.
SCHEDULE A

Affidavit of Bidder/Proposer MBE / WBE Goal Implementation Plan

Contract Name: ________________________________________________________________

State of:  ________________________  County of:  ____________________________________

In connection with the above-captioned contract:
I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of:

(print name of bidder/proposer)

(print and sign signature of bidder/proposer)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by approved certifying agencies, (Letters of Certification attached).

SECTION I. DIRECT PARTICIPATION OF CERTIFIED MBE/WBE FIRMS IN THE PERFORMANCE OF THIS CONTRACT

(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, subcontractors, and suppliers of goods and services directly related to the performance of this contract).

A. If bidder/proposer is a certified MBE or WBE firm, attach a copy of the Letter of Certification. (Certification of the bidder/proposer as an MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)

B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE goal only.

C. Certified MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: ________________________________
   Address: _________________________________________
   Telephone Number: _________________________________
   Contact Person: ___________________________________
   Dollar Amount of Participation: $_______________
   Percent Amount of Participation: _________________%
   Schedule C attached? Yes ( )___ No ( )___

2. Name of MBE/WBE: ________________________________
   Address: _________________________________________

   C. Certified MBE/WBE Subcontractors/Suppliers/Consultants - Continued:
Telephone Number:  _________________________________________________
Contact Person:  _________________________________________________
Dollar Amount of Participation:  $_______________
Percent Amount of Participation:  ________________%
Schedule C attached ?:    Yes ( ) No ( )

3. Name of MBE/WBE:  _________________________________________________
Address:  _________________________________________________
Telephone Number:  _________________________________________________
Contact Person:  _________________________________________________
Dollar Amount of Participation:  $_______________
Percent Amount of Participation:  ________________%
Schedule C attached ?:    Yes ( ) No ( )

4. Name of MBE/WBE:  _________________________________________________
Address:  _________________________________________________
Telephone Number:  _________________________________________________
Contact Person:  _________________________________________________
Dollar Amount of Participation:  $_______________
Percent Amount of Participation:  ________________%
Schedule C attached ?:    Yes ( ) No ( )

All Schedule C and Letters of Certification must be submitted with bid/proposals. Please duplicate this blank page when additional certified MBE/WBE subcontractors are being used on this contract.
SECTION II. INDIRECT PARTICIPATION OF CERTIFIED MBE/WBE FIRMS

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be required to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. After such a demonstration is presented, in writing, with the bid/proposal then indirect participation will be considered).

1. Name of MBE/WBE: _________________________________________________
   Address: ___________________________________________________________
   Telephone Number: __________________________________________________
   Contact Person: ______________________________________________________
   Dollar Amount of Participation: $__________
   Percent Amount of Participation: ____________%
   Schedule C attached ?:   Yes (  ) No (  )

2. Name of MBE/WBE: _________________________________________________
   Address: ___________________________________________________________
   Telephone Number: __________________________________________________
   Contact Person: ______________________________________________________
   Dollar Amount of Participation: $__________
   Percent Amount of Participation: ____________%
   Schedule C attached ?:   Yes (  ) No (  )

3. Name of MBE/WBE: _________________________________________________
   Address: ___________________________________________________________
   Telephone Number: __________________________________________________
   Contact Person: ______________________________________________________
   Dollar Amount of Participation: $__________
   Percent Amount of Participation: ____________%
   Schedule C attached ?:   Yes (  ) No (  )

4. Name of MBE/WBE: _________________________________________________
   Address: ___________________________________________________________
   Telephone Number: __________________________________________________
   Contact Person: ______________________________________________________
   Dollar Amount of Participation: $__________
Percent Amount of Participation: _______________%

Schedule C attached ?: Yes ( ) No ( )

All Schedule C and Letters of Certification must be submitted with bid/proposals. Please duplicate this blank page when using additional certified MBE/WBE subcontractors are being used on this project.

SECTION III. Summary of MBE/WBE Proposal

A. MBE PROPOSAL

1. MBE Direct Participation (refer to Section I):

   MBE Firm          Dollar Amount     Percent Amount
   __________________________
   $___________________    ______________%
   __________________________
   $___________________    ______________%  
   __________________________  $___________________    ______________%

2. MBE Indirect Participation (refer to Section II):

   MBE Firm          Dollar Amount     Percent Amount
   __________________________
   $___________________    ______________%
   __________________________
   $___________________    ______________%  
   __________________________  $___________________    ______________%

B. WBE PROPOSAL

1. WBE Direct Participation (refer to Section I):

   WBE Firm          Dollar Amount     Percent Amount
   __________________________
   $___________________    ______________%
   __________________________
   $___________________    ______________%  
   __________________________  $___________________    ______________%

2. WBE Indirect Participation (refer to Section II):

   WBE Firm          Dollar Amount     Percent Amount
   __________________________
   $___________________    ______________%
   __________________________
   $___________________    ______________%  
   __________________________  $___________________    ______________%

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

____________________________________
(Signature of Notary Public)
My Commission Expires: _______________ (Seal)
SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier

Name of Project: ________________________________________________________________

From: ___________________________ MBE_____ WBE_____
      (Name of Certified MBE or WBE)

To: ____________________________________________
      (Name of Prime Contractor or General Bidder/Proposer)

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

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated firm, a Joint Venture agreement.

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

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

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

Terms of Payment
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
Partial Pay Item(s)

Do you as the Prime Contractor anticipate any partial payment items? Yes ( ) No ( )
If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:
(1) Description of Work ____________________________________________________________
____________________________________  Dollar Amount $______________
(2) Description of Work ____________________________________________________________
____________________________________  Dollar Amount $______________

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

Sub-Contracting Levels

If MBE/WBE subcontractor will not be sub-contracting any of the work described in this Schedule, a zero (0) must be filled in each blank below.

_______% 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.

If more than 10% percent of the value of the certified MBE/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. The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City Colleges of Chicago, and will do so within five (5) working days of receipt of Contract Award notification.

By: ________________________________________________
Print Name of MBE/WBE

______________________________________________
Print and Sign Signature of Prime Contractor Authorized Representative

Phone: ( ) __________________________  Date: ________________

IF APPLICABLE for Joint Ventures:

By: ________________________________________________
Print Name of Joint Venture Partner

______________________________________________
Print and Sign Signature of Joint Venture Partner Authorized Representative

Phone: ( ) __________________________  Date: ________________
MONTHLY AND QUARTERLY REPORT OF PAYMENTS TO MBE AND WBE SUBCONTRACTORS
(Not to be filled out when submitting Bid or RFP response)

Title of Contract: ________________________________

Total Contract Period: ________________________________

Total Revenue for Contract: $_________________________

Report Period: ________________________________

Revenue Dispersed for Report Period: $_________________________

ACTUAL

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<tr>
<th>List of Certified MBE/WBE Vendors</th>
<th>Target Goal</th>
<th>Payments</th>
<th>Short/(Over)</th>
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TOTALS ____________ ____________ _____________ _______________

I, __________________________ hereby affirm that I am duly authorized to represent __________________________ which has contract(s) with the above listed MBEs and WBEs listed above as subcontractors or producers of goods and services on the above named contract. This is a true and complete statement of contract dollars expended with the designated Minority/Women Business Enterprises under each sub-agreement to this contract.

_____________________________________________________

Print Name of Authorized Representative

__________________________

Signature of Authorized Representative

SUBSCRIBED AND SWORN to me this ________________ day of __________________________, 200___

____________________________________________

Notary Public

Seal of (binding) Notary Public
CERTIFYING AGENCIES RECOGNIZED BY
THE CITY COLLEGES OF CHICAGO

AMTRAK
Supplier Diversity
National Railroad Passenger Corporation

CHICAGO MINORITY BUSINESS DEVELOPMENT COUNCIL
Greater Chicago Minority Business Directory

CHICAGO TRANSIT AUTHORITY (CTA)
DBE Section Certification Office

CITY OF CHICAGO
Department of Procurement Services

COOK COUNTY
Contract Compliance Office

ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)
Bureau of Small Business Enterprises

METRA
Office of DBE Administration

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
Affirmative Action Section

PACE
Purchasing Department

STATE OF ILLINOIS
Central Management Services

WOMEN BUSINESS DEVELOPMENT CENTER
Certification Section
APPENDIX II

CITY COLLEGES OF CHICAGO
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-l). 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 http://ccc.edu/HR_FORMS/files/ethicspolicy.pdf.
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.

PENALITIES

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 contractor/vendor 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

http://www.ccc.edu/files/ethicspolicy.pdf

All contractors/vendors 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.
CONTRACTORS/VENDORS ACKNOWLEDGEMENT

I affirm that I have received the Ethics Orientation Contractors/Vendors packet. I further affirm that I will read the full text of the City Colleges of Chicago Ethics Policy.

____________________________________________________________________
FIRM'S 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/ethics_office
APPENDIX III

IRS W-9 INSTRUCTIONS AND FORM
(PLEASE DOWNLOAD ATTACHMENT IN ADOBE PDF FILE FORMAT)