November 4, 2011

SUBJECT: REQUEST FOR SEALED BID NO. MWJ1116
PURCHASE OF TELEVISION STUDIO DRAPERIES & RIGGING EQUIPMENT
FOR WYCC – TV 20

Prospective Bidders:

Attached, please find bid specifications for the purchase, delivery and installation of new television studio draperies and rigging equipment for WYCC-TV 20, of the City Colleges of Chicago (CCC). You are invited to provide bid quotations per the detail specifications.

Kindly execute your bid quotation on the bid submittal form, returning it in accordance with Sections 00100 through 00500 of this document. Include, completed and signed, Appendix 1 and Appendix 2 documents in a sealed envelope, which has been properly addressed with the Sealed Bid Number, Company's Name, and the bid due date and time, to the attention of Marietta Williams-Johnson, Buyer.

All sealed bids shall be deposited in the bid receptacle in the Office of the District Director of Business and Procurement Services, Room 1003, 226 West Jackson Boulevard, Chicago, IL 60606, before 11:00 a.m. Friday, November 18, 2011. The bids shall be publicly opened and read immediately thereafter in Bid Opening Room 1060. Bids arriving late will be returned to the vendor unopened. Please RSVP your attendance to procurementservices@ccc.edu by Tuesday, November 15, 2011.

We have scheduled a pre-bid conference to discuss the technical aspects of the specifications and questions relating to the award and compliance procedures for the Minority and Women Business Enterprises Contract Participation Plan (MBE/WBE Plan). The pre-bid conference and site walk-through are scheduled for Thursday, November 10, 2011, at 2:00 p.m. in Room U275 at WYCC-TV 20, 6258 S. Union Ave., Chicago, IL 60621. Firms anticipating submitting a bid are encouraged to attend and a site walk-through of WYCC-TV 20 is mandatory in order to respond to this bid. We recommend that you obtain a copy of the bid before attending the pre-bid conference.

An Intent to Bid Letter (see Attachment A) must be submitted Procurement Services via fax, 312/553-2594, or via email, procurementservices@ccc.edu, to the attention of Marietta Williams-Johnson, Buyer, by Tuesday, November 15, 2011, no later than 4:00 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 Friday, November 11, 2011, no later than 12:00 p.m.

Sincerely,

Sheila R. Johnson, District Director
Business and Procurement Services
REQUEST FOR SEALED BID

NO. MWJ1116

PURCHASE, DELIVERY AND INSTALLATION OF
TELEVISION STUDIO DRAPERIES AND RIGGING EQUIPMENT

FOR
WYCC – TV 20

BY

CITY COLLEGES OF CHICAGO
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
226 WEST JACKSON BOULEVARD
CHICAGO, IL 60606-6998

NOVEMBER 4, 2011

Cheryl L. Hyman, Chancellor
Diane Minor, Vice Chancellor of Administrative & Procurement Services
Sheila R. Johnson, District Director of Business and Procurement Services

NOTICE

SEALED BIDS ARE DUE ON FRIDAY, NOVEMBER 18, 2011,
TO ROOM 1003 AND WILL BE OPENED AND READ PROMPTLY
AT 11:00 A.M. IN ROOM 1060
226 WEST JACKSON BOULEVARD
CHICAGO, IL 60606
00100 BIDDING REQUIREMENTS
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1.02 Vietnam Era Veterans’ Readjustment Assistance Act of 1974
1.03 Examination by Bidder
1.04 Taxes
1.05 Preparation of Bid
1.06 Submission of Bid
1.07 Withdrawal of Bid
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ATTACHMENT A
Letter of Intent to Bid Form

APPENDIX I
Terms and Conditions Regarding the City Colleges of Chicago Minority Business Enterprise and the Women Business Enterprise Contract Participation Plan

APPENDIX II
CCC Ethics Orientation for Vendors/Contractors

APPENDIX III
IRS W-9 Form
00100 BIDDING REQUIREMENTS

1.01 Compliance with Laws

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

1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 of the United States Code, Title 38, Part III, Chapter 42, in part, as follows:

"Any contract in the amount of $10,000 or more entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era. The provisions of this section shall apply to any subcontract entered into by a prime Contractor...."

The regulations require that: (1) Contractors list immediately with the appropriate local employment service office all of their suitable employment openings, and (2) each local employment service office gives such veterans priority in referral to openings.

Veterans who believe that a Contractor has failed or refused to comply with the above contract provisions may file a complaint with the Veterans' Employment Service of the Labor Department. The Secretary of Labor will investigate and take action on any such complaints.

Federal Contractors and Subcontractors, including colleges and universities, are now involved with the concept of "affirmative action" in three separate areas of federal law: Executive Orders 11246 and 11375, which require affirmative action for eliminating discrimination based upon race, color, religion, sex and national origin; Rehabilitation Act of 1973, which requires affirmative action in the employment of mentally and physically handicapped individuals; and the above mentioned requirements for veterans' employment. These obligations of federal Contractors should not be confused with nondiscrimination in employment requirements for all employers under Title VII of the Civil Rights Act of 1964 (as amended) and the Equal Pay Act of 1963 (as amended), or with sex discrimination requirements for all recipients of federal financial assistance under Title IX of the Education Amendments of 1972.

1.03 Examination by Bidder

The bidder shall, before submitting a bid, carefully examine the bid, plans, specifications, and contract documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the contract. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions. The City Colleges of Chicago will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

1.04 Taxes

The City Colleges of Chicago is a public institution and is not subject to sales tax.

1.05 Preparation of Bid

The bidder shall prepare his bid on the bid submittal forms. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specifications, must be filled in
correctly. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary shall execute the bid. The Corporate seal shall be affixed to the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the City Colleges of Chicago shall be submitted.

If bidder is a sole proprietor, he shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name, must be registered with the Illinois county in which located, as provided in Chapter 96, Section 4 et sub, Illinois Revised Statutes 1967.

1.06 Submission of Bid

All prospective bidders shall submit two (2) original signature sealed bids. When bids are sent by mail to the City Colleges of Chicago, the bidders shall be responsible for their delivery to the City Colleges of Chicago before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

If you are unable to quote on this bid, please so state on the bid submittal form in Section 00500 and return it to us so that the Board may know that you have had an opportunity to bid.

1.07 Withdrawal of Bid

Bidders may withdraw their bid at any time prior to the time specified as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his bid for a period of ninety (90) calendar days after said closing time for the receipt of bids nor shall the successful bidder withdraw, cancel or modify his bid after having been notified by the City Colleges of Chicago that said bid has been accepted.

1.08 Competency of Bidder

No bid will be accepted or contract awarded to any person, firm or corporation that is in arrears or is in default to the City Colleges of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City Colleges of Chicago, or had failed to perform faithfully any previous contract with the City Colleges of Chicago.

The contract will be awarded only to a responsible Contractor, qualified by experience and in a financial position to do the work specified.

1.09 Consideration of Bids

The Board reserves the right to reject any or all bids and to disregard any informality in the bids and bidding when, in its opinion, the best interest of the City Colleges of Chicago will be served by such action.

It is the intent of this specification to obtain competitive prices on the items and/or services specified.

1.10 Acceptance of Bids

The City Colleges of Chicago will accept in writing one of the bids or reject all bids, within ninety
(90) days from the date of opening bids, unless the lowest responsible bidder, upon request of the City Colleges of Chicago, extends the time of acceptance to the City Colleges of Chicago.

1.11 Exceptions

Any deviations from these specifications must be noted on the Bid Submittal Form or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

City Colleges of Chicago reserves the right to disqualify bids which do not completely meet outlined specifications. City Colleges of Chicago will evaluate the impact of exceptions to the specification in determining its need.

1.12 Interpretation of Contract Documents

If any person contemplating submission of a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the City Colleges of Chicago a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the City Colleges of Chicago. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of bid. Bidder will acknowledge receipt of each addendum issued in space provided on bid page. Oral explanations will not be binding.

In the case of conflict between the written specifications and the drawings, the item with the most stringent requirements shall apply.

1.13 Conflicts

In the event of a 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.

1.14 Sexual Harassment Policy

State law requires that every party to a public contract and every eligible bidder shall have a written sexual harassment policy that includes at a minimum: (1) a statement that sexual harassment is illegal; (2) the definition of sexual harassment under Illinois law; (3) a description of sexual harassment, utilizing examples; (4) the bidder’s internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (IDHR) and the Illinois Human Rights Commission (IHRC); (6) directions on how to contact the IDHR and IHRC; and (7) protection against retaliation for reporting suspected sexual harassment. See Illinois Human Rights Act 775 ILCS 5/2-105.

A copy of the Bidder’s sexual harassment policy shall be provided to the City Colleges of Chicago upon request. Failure to provide a copy of said policy upon request will result in rejection of the bid.

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

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

1.16 Pre-Bid Meeting

A pre-bid conference is scheduled for Thursday, November 10, 2011, at 2:00 p.m. in Room U275 at WYCC-TV 20, 6258 S. Union Ave., Chicago, IL 60621. Firms anticipating submitting a bid are encouraged to attend and a site walk-through of WYCC-TV 20 is mandatory in order to respond to this bid. We recommend that you obtain a copy of the bid before attending the pre-bid conference. All interested vendors are encouraged to attend. Please RSVP your attendance to procurementservices@ccc.edu by Tuesday, November 8, 2011. We recommend that you obtain a copy of the bid before attending the pre-bid meeting.

1.17 Basis of Award

Bids will be awarded based on the lowest responsive and responsible bid(s) by total bid price. Award will be made solely on the basis of this written bid request and any subsequent written addenda.

City Colleges of Chicago reserves the right to award a contract or multiple contracts herein or reject any or all bids when, in its opinion, in the best interest of the City Colleges of Chicago will be served thereby.

City Colleges of Chicago reserves the right to correct mathematical errors.

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

City Colleges of Chicago have adopted a Minority/Women Business Enterprise Plan (M/WBE). The successful bid will be required to comply with the requirements of the Approved Plan. Enclosed, as Appendix 1, is the “City Colleges of Chicago Conditions Regarding Compliance with the Minority and Women Business Enterprise Plan”. By submitting a bid, Bidders are committing to comply with the CCC M/WBE Plan. Bidders are required to submit Schedules A and C with Sealed Bid submissions. City College of Chicago is requesting direct participation with regards to compliance with M/WBE Plan requirements.

Please note that, for this Bid, CCC is requesting that any M/WBE subcontracting vendors be certified in their appropriate area(s) of expertise at the time of bid submission.

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

END OF SECTION

00200 GENERAL CONDITIONS

2.01 Equal Employment Opportunity

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

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take...
appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidder's obligations under the Illinois Department of Human Rights.

If any such labor organization or representative fails or refuses to cooperate with the Bidder in its efforts to comply with such Act or Rules and Regulations, the Bidder will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Illinois Department of Human Rights, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Department of Human Rights.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Department of Human Rights.

G. That it will include verbatim or by reference, the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts so that such provisions will be upon every such Subcontractor; and that it will also so include the provisions of paragraphs A, E, F and G in every supply subcontract as defined in Section 2.10 (a) of the Department's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further, it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Department to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

- For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
2.02 Insurance

The Proposer shall procure and maintain at all times, at Proposer's 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

The Proposer 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.

The successful Proposer(s) shall furnish the Institution with original insurance certificates evidencing the required coverage. 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.

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 Services 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.

2.03 Non-Discrimination

A Contractor, in performing under this contract, 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 Contractor and Subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

2.04 Default

If the Vendor fails to supply the require items within the specified time schedule, or if the Vendor shall become insolvent or be declared bankrupt and shall not cure said condition within seven (7) days thereof or shall make an assignment for the benefit of creditors, the City Colleges of Chicago shall give notice in writing to the Vendor and his surety of such default, specifying the same, and if the Contract, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then the City Colleges of Chicago shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Vendor(s) in this contract.

The foregoing remedies of the City Colleges of Chicago, whether exercised or not in case of default by the Contractor shall not exclude or constitute a waiver of, any remedies otherwise provided by law or in equity.

2.05 CCC Ethics Policy
As a contractor or vendor doing business with the City Colleges of Chicago you are required to comply with the CCC Ethics Policy. Contractors are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity you are allowing established values to guide your actions and decisions. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/vendorapplication.asp. Contractors are required to read and return a signed “ACKNOWLEDGEMENT” form with all bids (See Appendix 2).

00300 SPECIAL CONDITIONS

3.01 Scope

The City Colleges of Chicago is interested in obtaining price quotations for the purchase, delivery and installation of new television studio draperies and rigging equipment for WYCC – TV 20, of the City Colleges of Chicago, in strict accordance with the specifications and contract documents.

3.02 Contract Award

This contract will become effective after approval by the Board of Trustees and the issuance of purchase orders to the selected vendor(s) with the lowest responsive and responsible bid(s).

3.03 Contract Period

The contract shall begin upon the issuance of a Purchase Order(s) and shall continue until all items have been delivered and accepted, unless terminated according to the terms of the Termination paragraphs, or extended as provided for herein.

3.04 Pricing

Quoted prices shall remain firm for the entire contract. The bidder shall prepare his bid on the bid form in Section 00500. Unless otherwise stated, all blank spaces on the bid page applicable to the subject specification must be correctly filled in.

The Board, at its option, may accept bid by item or for all items collectively. If the bids are accepted by item, the price shall be the price set forth opposite that item in the bid. A unit price must be stated for each item, either typed in or written in ink, in figures and, if required, in words. If a split award is not acceptable to the bidder, it must be stated in his or her response to the bid.

If you are unable to quote on this bid, please so state on the bid page and return it to us so that the Board may know that you have had an opportunity to quote.

Please execute your bid and return it fully completed and signed in a sealed envelope.

City Colleges reserves the right to reject any and all bids.

3.05 Terms of Payment

City Colleges of Chicago terms are Net 30 days.

3.06 Invoices

Invoices should be sent to the attention of Andy Gallagher - Business Manager, WYCC – TV 20, 6258 S. Union, Chicago, IL 60621. Invoices must include purchase order number(s) and be itemized giving a complete description of product and/or services provided. City Colleges of Chicago is a public institution and therefore is not subject to sales taxes.

3.07 Contact Person
Refer technical questions concerning clarification of these specifications to Marietta Williams-Johnson, Buyer, at 312-553-3331 or via email, procurementservices@ccc.edu. The deadline for submitting questions is Friday, November 11, 2011, no later than 12:00 p.m.

Potential bidders who contact any City Colleges of Chicago personnel, other than the Buyer, will be considered in violation of the provisions of the Contract Documents.

3.08 Change In Contract

No changes shall be made in the specification or the contract after award of the contract, without the written authorization of the City Colleges of Chicago.

3.09 Quantities

Any quantities shown on the proposal page are estimated only for bid canvassing purposes. The City Colleges of Chicago reserves the right to increase or decrease quantities ordered under this contract. Nothing herein shall be construed as an intent on the part of the City Colleges of Chicago to purchase any supplies other than those determined by the City Colleges of Chicago to be necessary to meet their current needs.

The City Colleges of Chicago will be obligated to order and pay for only such quantities as are from time-to-time ordered on formal CCC purchase orders.

3.10 Incomplete Bids

Bidders must quote all items. Bids submitted to the contrary will be considered incomplete, and as a result, may be rejected.

3.11 Authorized Dealer/Distributor

The contractor must be none other than the manufacturer or an authorized dealer/distributor or be capable of providing genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.). Further, the contractor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. Proof of ability to transfer product warranty to the City Colleges of Chicago must be submitted with bid documents, if applicable.

The contractor's compliance with these requirements will be determined by the District Director of Business and Procurement Services, whose decision will be binding.

3.12 Warranty

The contractor hereby warrants for a period of one (1) year from the date of final acceptance by the City Colleges of Chicago, that it will, at its own expense and without any cost to the City Colleges of Chicago, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period shall commence on the first day the unit is placed in service the City Colleges of Chicago. If a longer warranty can be furnished, at no additional cost to the City Colleges of Chicago, the longer period shall prevail.

3.13 Bid Documents

Failure of the vendor to familiarize himself/herself with all requirements of the Bid Documents will not relieve him/her from complying with all of the provisions thereof.

3.14 Termination

Termination for Convenience. This contract can be terminated upon ten (10) days written notice by City Colleges of Chicago on the grounds of Bidder's violation of any terms and conditions of the
Contract, procedures or guidelines or inadequacy of Bidder’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 Bidder 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 sub-consultant.

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 Institution's 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.

3.15 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.

3.16 Participation by other Local Government Agencies:

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

00400 GENERAL SPECIFICATIONS

4.01 Description

City Colleges of Chicago is seeking price quotations for the purchase, delivery and installation of new television studio draperies and rigging equipment for WYCC-TV, with a desired outcome for two tracks of curtain that encircle the studios 360 degree that works independently. One track with black cotton velour fabric, treated for flame retardancy and the other track with grey muslin fabric, treated for flame retardancy. Materials consisting of but not limited to, as specified or approved equal alternate:

<table>
<thead>
<tr>
<th>STUDIO 1</th>
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<th>Description</th>
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<tbody>
<tr>
<td>Item No.</td>
<td></td>
<td>Description</td>
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<tr>
<td>1</td>
<td>1</td>
<td>H &amp; H Specialties #301W aluminum I-beam curtain track; 360 degree layout,</td>
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<td></td>
<td></td>
<td>approximately 60 ft. x 70 ft., complete with all necessary accessories for</td>
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<td></td>
<td></td>
<td>walk along operation, grid hanger assemblies and all necessary accessories</td>
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<td>for complete installation</td>
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<tr>
<td>2</td>
<td>10</td>
<td>Backdrop drape; 21 oz. black cotton velour fabric, treated for flame</td>
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<tr>
<td></td>
<td></td>
<td>retardancy, 20 ft. wide panel, with 50% sewn-in fullness and chain</td>
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<td>weighted bottom</td>
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<tr>
<td>3</td>
<td>1</td>
<td>Replacement cyclorama; 108&quot; grey muslin fabric, treated for flame</td>
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<td></td>
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<td>retardancy, 120 ft. wide, with combination pipe pocket, chain weighted</td>
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<td>bottom and 121 — H &amp; H Specialties #301 single carriers</td>
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<tr>
<th>STUDIO 2</th>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>H &amp; H Specialties #301W aluminum I-beam curtain track; 360 degree (double</td>
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<tr>
<td></td>
<td></td>
<td>track) layout with end stops at existing stairway, approximately 40 ft. x</td>
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<td></td>
<td></td>
<td>45 ft. overall (less stairway), complete with all necessary accessories for</td>
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<tr>
<td></td>
<td></td>
<td>walk along operation, grid hanger assemblies and all necessary accessories</td>
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<td>for complete installation</td>
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<tr>
<td>1</td>
<td>8</td>
<td>Backdrop drape; 21 oz. black cotton velour fabric, treated for flame</td>
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<td></td>
<td></td>
<td>retardancy, 20 ft. wide panel, with 50% sewn-in fullness and chain</td>
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<td></td>
<td></td>
<td>weighted bottom</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>Cyclorama; 108&quot; grey muslin fabric, treated for flame retardancy, 90 ft.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>wide, sewn flat, with combination pipe pocket and chain weighted bottom</td>
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</tbody>
</table>

4.02 Delivery
All quoted prices are to be F.O.B. Destination, including packing and inside delivery to:

WYCC – TV 20
6258 S. Union
Chicago, IL  60621

4.03 Acceptance

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery shall not be considered as a waiver of any provision of these specifications and shall not relieve the Contractor of his obligation to supply satisfactory material which conforms to the specifications, as shown by any test or inspections, for which provisions is herein otherwise made.

4.04 Brand Name

Description is shown of the manufacturer indicated. This is used to identify a minimum level of quality and acceptability. Bidders quoting an alternate product must include detailed product literature in order for the alternative bid to be considered. City Colleges of Chicago will make final determination on quality.
SECTION 00500 – BID SUBMITTAL FORMS

5.01 Bid Forms - Television Studio Draperies and Rigging Equipment for WYCC-TV 20

Having carefully examined the specifications and being familiar with all conditions affecting this proposal the undersigned agrees to supply, deliver and install new Television Studio Draperies and Rigging Equipment for WYCC-TV 20 as specified (Section 00400) herein and to satisfactorily meet the specifications.

We propose to supply **Television Studio Draperies and Rigging Equipment** as outlined in Sections 00100 through 00500 of the specifications dated November 4, 2011, for the following prices and delivered F.O.B., including packing and inside delivery charges:

### STUDIO 1

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Description: Brand/Model #</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>H &amp; H Specialties #301W aluminum I-beam curtain track; 360 degree layout, approximately 60 ft. x 70 ft., complete with all necessary accessories for walk along operation, grid hanger assemblies and all necessary accessories for complete installation</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Alternate Brand/Model #:</td>
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<tr>
<td>2</td>
<td>10</td>
<td>Backdrop drape; 21 oz. black cotton velour fabric, treated for flame retardancy, 20 ft. wide panel, with 50% sewn-in fullness and chain weighted bottom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Replacement cyclorama; 108&quot; grey muslin fabric, treated for flame retardancy, 120 ft. wide, with combination pipe pocket, chain weighted bottom and 121 — H &amp; H Specialties #301 single carriers</td>
<td></td>
<td></td>
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</table>

### STUDIO 2

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<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Description: Brand/Model #</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>H &amp; H Specialties #301W aluminum I-beam curtain track; 360 degree (double track) layout with end stops at existing stairway, approximately 40 ft. x 45 ft. overall (less stairway), complete with all necessary accessories for walk along operation, grid hanger assemblies and all necessary accessories for complete installation</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Alternate Brand/Model #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>8</td>
<td>Backdrop drape; 21 oz. black cotton velour fabric, treated for flame retardancy, 20 ft. wide panel, with 50% sewn-in fullness and chain weighted bottom</td>
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</tr>
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<td>3</td>
<td>1</td>
<td>Cyclorama; 108&quot; grey muslin fabric, treated</td>
<td></td>
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</tbody>
</table>
for flame retardancy, 90 ft. wide, sewn flat, with combination pipe pocket and chain weighted bottom

<table>
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<tr>
<th>INSTALLATION Cost</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>TOTAL BID PRICE</td>
<td></td>
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</tbody>
</table>

**Alternate Bids:** The Bidder shall submit with this Bid complete specifications, descriptive literature and all other pertinent and necessary data regarding the Operating Room Simulation Equipment that the vendor proposes to furnish. The information shall be complete and without need of further explanation.

If you are submitting a NO-BID for this requirement, kindly indicate the reason why you are not submitting a bid in the space that follows:

Company’s Name:_____________________________________________________________________
____________________________________________________________________________________

---

**5.02 CCC REFERENCE QUESTIONNAIRE**

Respondents, please provide at least three (3) references, one per firm, for whom you have provided services to, in the past three (3) years, those similar to what is requested in this bid. 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.)
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: __________

(Please 1 of 2)
Bidder acknowledges receipt of the following addenda:

Addendum No. ___________ Dated ____________

Addendum No. ___________ Dated ____________

Addendum No. ___________ Dated ____________

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

1. Section 00500 (Bid Submittal Forms, References and Bid Signature Sheet)
2. Alternate Bids (Descriptive Literature and complete specifications of the alternate bid item(s)
3. Current Certificate of Insurance

Appendix 1

4. Pages 34 – 37 (MBE/WBE Schedule A) Direct/Indirect Participation
5. Pages 38 – 39 (Schedule C) Letter of Intent from Certified MBE/WBE
6. MBE/WBE Certifications from Certifying Agencies recognized by City Colleges of Chicago

Appendix 2

7. Page 44 - CCC Ethics Policy “Acknowledgement” Form

Appendix III

8. IRS W-9 Form

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

Company’s Name: _____________________________________________________________

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

Name of principals/owners of Company: __________________________________________

________________________________________________________________________

________________________________________________________________________

Name of Parent Company, if any: ________________________________________________

Authorized signer: _____________________________________________________________

(Signature and Title)

Authorized signer: _____________________________________________________________

(Printed Name and Title)

Company Address: _____________________________________________________________

City:_____________________________ State:________________ Zip:_____________________

Contact Person: __________________________

Telephone No. (_____)__________________ Fax No.(_____)_______________________

Email address: ________________________________________________________________

NOTICE: SEALED BIDS ARE DUE ON FRIDAY, NOVEMBER 18, 2011, AT 11:00 A.M. TO
ROOM 1003 AND WILL BE OPENED AND READ ALOUD PROMPTLY AT 11:00 A.M.
IN ROOM 1060, 226 W. JACKSON BOULEVARD., CHICAGO, IL 60606. PLEASE
RSVP YOUR ATTENDANCE TO procurementservices@ccc.edu BY TUESDAY, NOVEMBER 15, 2011.

NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO HAND DELIVER OR MAIL BIDS BEFORE THE SCHEDULED DATE AND TIME. BIDS ARRIVING LATE WILL BE RETURNED UNOPENED. WHEN RESPONDING TO THESE SPECIFICATIONS, PLEASE RETURN TWO (2) ORIGINALS OF THE BID SUBMITTAL FORMS WITH APPROPRIATE M/WBE SCHEDULES.
ATTACHMENT A

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

LETTER OF INTENT TO BID

SEALED BID #MWJ1116
PURCHASE OF TELEVISION STUDIO DRAPERIES AND RIGGING EQUIPMENT
FOR WYCC – TV 20

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

________________________________________________________

PLEASE EXECUTE AND FAX TO THE ATTENTION OF MARIETTA WILLIAMS-JOHNSON, BUYER,
CITY COLLEGES OF CHICAGO, PROCUREMENT SERVICES DEPARTMENT, AT 312-553-2594 BY
TUESDAY, NOVEMBER 15, 2011, NO LATER THAN 4:00 P.M.

________________________________________________________

FIRM’S NAME: __________________________________________

SUBMITTER’S NAME (PRINT): __________________________________________

SIGNATURE: ___________________________ DATE: ___________________________

TITLE: __________________________________________

ADDRESS: __________________________________________

CITY: ___________________________ STATE: ___________ ZIP CODE: ___________

PRINCIPAL CONTACT: __________________________________________

TITLE: __________________________________________

TELEPHONE #: ___________________________ FAX #: ___________________________

EMAIL ADDRESS: ___________________________ WEBSITE: ___________________________
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

LISTS:

Certifying Agencies Recognized by the City Colleges of Chicago

Current List of Certified MBE and WBE in the germane area
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 by 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 and Procurement 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 ( )___
C. **Certified MBE/WBE Subcontractors/Suppliers/Consultants - Continued:**

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 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):

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

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B. WBE PROPOSAL

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

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

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IN WITNESS WHEREOF, I HEREBY 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

Printed Name and Signature of Prime Contractor Authorized Representative

Phone: (  ) ___________________________   Date:____________________

IF APPLICABLE for Joint Ventures:

By: ____________________________________

Printed Name of Joint Venture Partner

Printed Name and Signature of Joint Venture Partner Authorized Representative

Phone: (  ) ___________________________   Date:____________________
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

ETHICS ORIENTATION
CONTRACTORS/VENDORS
CITY COLLEGES OF CHICAGO ETHICS ORIENTATION
CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

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

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

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

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

ETHICS OFFICER

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

ANNUAL ETHICS TRAINING

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

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

In many instances, it is unlawful for a CCC employee to accept gifts that are offered in connection with his or her job. An employee cannot solicit or accept a gift from certain individuals or entities that are defined by law as a “prohibited source.” Current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources.
As a contractor or vendor doing business with the City Colleges of Chicago you are required to comply with the Gift Ban prohibition of the CCC Ethics Policy. Under the Gift Ban Section of the Policy (Section 1aa) current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources and thereby precluded from providing gifts to CCC employees except as provided in the CCC Policy at Section 4-2(a-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 vendor/contractor 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://ccc.edu/HR_FORMS/files/ethicspolicy.pdf

All vendors/contractors 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 for 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)