



PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) #SH1208

**ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE NEW MALCOLM X COLLEGE CAMPUS**

Office of Administrative and Procurement Services

Required for use by:

CITY COLLEGES OF CHICAGO

**TWO (2) ORIGINALS AND TWENTY (20) CD COPIES OF THE RESPONSE TO BE
SUBMITTED**

All responses shall be addressed and returned to:

City Colleges of Chicago

Procurement Services

Attn: Sherri Hutcherson, Senior Buyer II

226 W. Jackson Blvd., Room 1003

Chicago, IL 60606

***Responses must be received no later than 12:00 p.m. local Chicago time, on
Wednesday, January 16, 2013***

Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, the New Malcolm X College Campus, RFQ #SH1208-Public Notice for Architectural and Engineering Services, the time and the date specified for receipt. The name and address of the Respondent must also be clearly printed on the outside of envelope or package. The Respondent shall be responsible for delivery by the due date and time, whether delivered by U.S. mail or messenger. Late responses will be returned to sender unopened.

We have scheduled a Pre-Qualification Conference to discuss the technical aspects of the qualification requirements and compliance procedures for the Minority and Women Business Enterprise Contract Participation Plan (MBE/WBE). The Pre-Submittal Conference is scheduled for Tuesday, December 18, 2012, at 11:00 a.m. in Room 2616 at Malcolm X College, 1900 W. Van Buren, Chicago, IL. 60612. **Attendance is strongly encouraged, but not mandatory.**

All questions regarding clarification or verification of the RFQ process should be directed to Sherri Hutcherson, Senior Buyer II at (312) 553-2509 or via email, procurementservices@ccc.edu. Please contact Kimberly Sangster, Office of M/WBE Contract Compliance, at 312-553-2590 or via email, mwbecompliance@ccc.edu, if you have any questions regarding the M/WBE Contract Participation Plan.

The deadline for submitting questions is Thursday, December 20, 2012, no later than 12:00 (Noon).

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SECTION I - GENERAL INFORMATION

City Colleges of Chicago (“CCC”) consists of seven (7) community colleges all located within the city limits of Chicago. In addition, there are six (6) learning centers/technical institutes that are affiliated with the colleges. A seven-member Board of Trustees, appointed by the Mayor of Chicago, governs the system. The Chief Administrative Officer of the system is the Chancellor, who is appointed by the Board of Trustees. Each college has its own President, who reports to the Chancellor, and its own administrative staff which is responsible for policy administration in the area of human resources and staff development, finance, academic affairs, administrative services, and information technology. Each of these areas is headed by a Vice Chancellor that reports to the Chancellor.

The RFQ and all attachments are available for download from the City Colleges of Chicago web site, www.ccc.edu, Contract Opportunities. Respondents who download the RFQ waive their right to have clarifications and/or addenda sent to them. Such Respondents are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents from being bound by additional terms and conditions in the clarification and/or addenda, if any, or from considering additional information contained therein in preparing their responses. Note that there may be multiple clarifications and/or addenda. Any harm to a Respondent resulting from such failure shall not be valid grounds for protest against award(s) made under this RFQ. Responses will not be accepted in electronic form.

Project Description

The New Malcolm X College Campus will include one or two new Academic Buildings and a semi-attached or stand-alone parking garage and the site landscaping and treatments. All of the buildings and the site will comply with all aspects of applicable codes and regulations. The buildings and site will incorporate Universal Design standards, in addition to code requirements, for accessibility.

Site work will include sidewalks and street trees at the perimeter of the site, with semi-permeable or permeable pavers, and planted areas at the interior of the site, covering approximately 20-30% of the site at grade. There may be water features including fountains or reflecting pools. Exterior areas will have security and access lighting as well as accent lighting and lighting on the exterior of the building. There will be durable street furniture, including benches, trash receptacles, and bollards and fencing in all open areas.

The site is the two city blocks bounded by Damen Ave on the West, Adams St on the North, Wood St on the East and Jackson Blvd on the south in Chicago Illinois. The site is approximately 1200 feet long in the East/West direction and 400 feet long in the North/South Direction and is approximately 530,000sf. An existing building, a church, on adjacent property owned by others, will remain at the Northeast corner of the site. The existing surface parking lots will be removed as part of the project. Portions of S. Winchester Ave, S. Wolcott Ave, and S. Honore St and mid block alleys may be acquired from the city and incorporated into the site. Some utilities may need to be relocated.

The Academic Building(s) will be approximately 500,000 gross square feet. The Academic Building(s) may include one level of basement which would include mechanical equipment spaces, storage, and offices. The above ground portion of the Academic Building(s) will be three to nine level building(s).

The Academic Building(s) will include Classroom Space, Teaching Labs, Computer Labs, General Administration Spaces, Common Spaces, Simulation Labs. The Common Areas will include a NCJAA Gymnasium, Natatorium with 25m pool, 250 seat Theater, Fitness Center and Locker

Rooms, Library, Bookstore, and Food Court or Cafeteria. The Simulation Labs will include rooms and corridors designed to simulate the environment of a hospital, clinic or other spaces that Health Science students will work in after graduation. This is a Virtual Hospital Environment.

The Parking Garage will be above grade and will contain approximately 1500 standard parking spaces and will be structured to be expanded to approximately 2000 spaces at a later time. The ground level of the garage may contain owner occupied spaces on two or three exterior walls.

The structure of the garage will be either cast-in-place post-tensioned concrete or precast prestressed concrete. The Mechanical Systems of the garage will be minimal since the garage will be above grade, open, and naturally ventilated. The Electrical Systems of the garage will be primarily utilized by the elevator and lighting systems, which will be either metal halide, fluorescent, and/or LED. The Plumbing System of the garage will consist of floor drains. The Fire Protection System of the garage will be dry standpipes. The Elevators in the garage will be manufacturer’s standard products with standard cabs and standard interiors.

The Garage construction is to be completed on or before April, 2015. The Project completion date is set for December, 2015, with a facility opening on January, 2016.

Request for Qualifications Schedule

The City Colleges of Chicago has provided the proposed Request for Qualification and Request for Responses schedule for the selection of an Architect for Record. The intent is to pre-qualify multiple firms.

Request for Qualifications Schedule

City Colleges Advertises/Issues Request for Qualification.....	December 12, 2012
Pre-Submittal Conference	December 18, 2012
Deadline for questions submission (<i>by noon</i>)	December 20, 2012
Issued Addendum No.1 (<i>If Required</i>)	December 28, 2012
Request for Qualification Responses Due	January 16, 2013
City Colleges Evaluation of Respondents begins.....	January 21, 2013
CCC Evaluation Committee Recommendation of Short-listed firms	January 30, 2013

Selection of Architect of Record

CCC Issues Contract Exhibits to Selected Respondents	February 11, 2013
CCC Issues (<i>In Progress Schematic Design</i>) to Selected Respondents	February 18, 2013
CCC Conducts Interviews/Presentation by selected Respondents	Feb 26 to Mar 1, 2013
CCC Issues 100% Schematic Design Documents to Selected Respondent	March 4, 2013
Most Qualified Respondent Provides Fee Responses and Final Presentation.....	March 18, 2013
CCC Evaluative Fee Responses and Final Presentation.....	March 21-28, 2013
City College’s Board Meeting.....	April 4, 2013
Contract Execution	April 5, 2013

SECTION II - INTENT AND SCOPE OF SERVICES

A. Intent

The Office of Administrative and Procurement Services for City Colleges of Chicago is soliciting qualifications from Architectural led teams (the " Respondents") who can demonstrate relevant experience in the design of Higher Education or Community College facilities with healthcare and general education curricula. Respondents must demonstrate a minimum of five (5) years of providing professional services in Chicago and/or surrounding communities.

This RFQ will be followed by a criteria-based selection process for those short-listed Respondents.

B. Scope of Services

The purpose of this Request for Qualifications is to pre-qualify firms to provide Architectural and Engineering Services including but not limited to the development and completion of Design Development Documents, Contract Documents, Contract Administration and the Project Close Out for the New Malcolm X College Campus. The selected Respondent will also be responsible for design (furniture layout) and technical specifications of the complete FF& E design package, including the comprehensive coordination of all required utility requirements for the specified furniture systems and equipment.

The Respondents shall demonstrate the ability to work within an accelerated design schedule to meet critical milestones associated with the overall project schedule. Each Respondent shall indicate the ability of production and staffing capacity to produce the necessary technical specifications and detailed drawings in order to complete the design and manage the multiple consultants in the process.

City Colleges of Chicago anticipates in the early stages, the Respondent has to anticipate and describe design elements not yet shown, while the construction manager will need to extrapolate potential costs based on experience, and both must communicate their assumptions to the owner. The Respondent agrees to work with the as yet selected general construction team to collaborate on the design and construction method for the new Malcolm X campus to achieve a cohesive final design.

The successful firm will be required to provide three (3) complete cost estimates during design phases. Cost estimates must use CSI UniFormat Cost Structure, sufficiently detailed to reflect projected construction costs within an accuracy of 10%. Cost estimates are required at the completion of Design Development, 50% Contract Documents and 100% Contract Documents.

Respondents shall have experience with preparing complete design documents that meet a predetermined project budget, providing multiple design packages including early site prep and foundation packages to facilitate obtaining the foundation permit in accordance with the project timeline and milestone schedule. Respondents will be required to provide evidence of successful prior experiences in "design to budget" as well as "fast track" design/bid/build projects. Respondents shall also have demonstrable relevant experience in working with the Construction Manager, Schematic Design Architect and General Contractors during the design development and construction document phases in an effort to provide a final design within a Guaranteed Maximum Price.

The 50% Design Development Documents will be the basis for procurement of the selected General Contractor. These documents must be delivered in a state of completeness and biddable and designed to within 10% of the budget established by CCC. The 100% Contract Documents will establish the basis for a Guaranteed Maximum Price (GMP) by the selected General Contractor.

The Schematic Design Phase will be completed by Cannon Design and is not required as part of A/E services for the selected Respondent. In order to further evaluate the selected Respondents for this RFQ, CCC will short list the most qualified Respondents and provide them with an *In Progress Schematic Design* set of documents and contract exhibits. These documents and exhibits will be used as reference information to develop an Interview/Presentation for CCC. The selected short listed Respondents will be encouraged to further develop the issued documentation for the Final Presentation. The CCC's Evaluation Committee intends to evaluate the interviews and presentation material to formulate their selection of the Architect of Record. As a result of this process, CCC will notify the most qualified Respondent to progress to the final phase of the RFQ process.

City Colleges will issue the completed Schematic Design documents for the selected Respondent to develop their fee response and final presentation to be submitted for evaluation.

City Colleges Evaluation Committee will provide recommendations to the Ad HOC Construction Committee and Board of Trustees to approve the selection to proceed to the award of the Architect of Record agreement. Reference the procurement schedule in Section I for timelines and dates.

The Respondent shall demonstrate qualifications sufficient to provide the requested services, including, but not limited to:

- a) Confirm scope, budget, and schedule.
- b) Produce site surveys for design and permit submittals, including topography, utilities, and other site features.
- c) Provide any other investigation and/or testing necessary to produce accurate and complete contract documents.
- d) Engineer site utilities as necessary, including sewer, water, gas, irrigation, and electrical.
- e) Meet with CCC staff and any other public/private agencies, organizations, and community representatives, as required, and prepare meeting minutes.
- f) Design in accordance with all local, state and federal governing codes, including but not limited to the Chicago Building Code, Illinois Accessibility Code, Americans with Disabilities Act (ADA), the Chicago Standard of "Building Healthy, Smart and Green," and the City Colleges of Chicago Design Guidelines and Standards.

SECTION III - DESIGN AND CONSTRUCTION ADMINISTRATION REQUIREMENTS

A. Design

Architect of Record: should, beyond the minimum requirements and qualifications as set forth below, be capable of developing all documentation including but not limited to workable plans, architectural and technical specifications, drawings, design and construction documents for all divisions, according to and in compliance with all applicable Municipal, State and Federal building codes, as described, for example, below:

- a) **Civil/Structural:** Parts of the building may have spread footings, but it should be anticipated that a deep foundation system such as caissons will be required to support most of the structure. It has not been determined if the building will have a full below grade level, but it should be anticipated that at least a portion of the building will have a basement. Grade beams spanning between caissons will support the perimeter foundation walls and other building elements. An earth retention system may be required around a portion of the perimeter of the site. It is also anticipated that urban fill and old foundations will be present over a majority of the site. This may require overexcavation in areas without basement levels as well as in site work areas such as parking lots. The following typical

floor framing description is provided to demonstrate the type of structural system that can be anticipated. A uniform 31'-6" square steel framed bay will be used for a majority of the building. The typical framing bay could consist of W21 beams at 10'-6" on center supporting a 3" metal deck plus 3¼" of lightweight concrete designed to act compositely with the structural steel wide flange floor beams and W24 girders. The final slab thickness will be determined based on the required fire rating of the structure (the slab outlined above provides a two hour rating without the application of fireproofing to the underside of the floor deck). The structural steel framing will require spray on fireproofing to achieve the required fire rating. The roof structure could consist of W18 beams or 24" deep open web bar joists spaced at 7'-10½" on center supporting 1½" wide rib metal roof deck. Girders could be W21 wide flange beams. Heavier framing may be required at green roof areas depending on the system selected. The lateral load resisting system will be either conventional braced frames or rigid frame elements such as moment connections. One system to be investigated for the lateral system is the Sideplate moment connection system (www.sideplate.com). The structure of the garage will be either cast-in-place post-tensioned concrete or precast - prestressed concrete. The Garage construction is to be completed by April, 2015.

- b) **Exterior Enclosure:** The Exterior Enclosure of the Academic Building(s) should anticipate High-performance Glazing and Exterior Wall systems. Approximately 50 percent of the roofs of the buildings will be an intensive or extensive green roof system. The overall building envelope shall be a tightly integrated design between architecture, HVAC and lighting design to balance aesthetics, smaller central heating and cooling plant equipment, daylighting and views. The ultimate goal shall be to provide a high performance envelope that is fully commissioned to ensure installation matches design details and energy consuming systems such as HVAC and lighting are optimally sized to balance first cost with life cycle costs.

c) **Mechanical Electrical and Plumbing**

Mechanical:

The following description of mechanical systems is provided to demonstrate the type and complexity of systems that can be anticipated. The Mechanical Systems of the Academic Building(s) will include central heating and refrigeration plant, distributed air handling units, specialized lab exhaust system(s), building automation system and if applicable, smoke control system for atria and stairwells greater than three stories high.

Specifically, the heating and refrigeration plant will be in a single, central location to ensure ease of maintenance. The refrigeration system shall consist of commercial grade centrifugal water chillers and remote mounted forced draft cooling towers. The chiller shall be variable speed type with extremely high efficiency kW/ton performance. Similarly, the cooling towers shall also have variable speed type fans with winterized sumps to allow economizer operation of chilled water plant when outdoor conditions allow free cooling. The central heating plant will be a hybrid plant with a combination of non-condensing and condensing hot water heaters to allow maximum efficiency during peak winter heating periods as well as shoulder seasons when high temperature heat is not required.

Air conditioning will be via variable air volume air handling units arranged, subject to the final building configuration, to require the fewest number of mechanical rooms while limiting air handling unit sizes to allow easy replacement of fans and motors and to limit loss of service to large parts of the building in the event of catastrophic equipment failure. The overall HVAC system architecture will provide a level of redundancy that will not require any space to be shutdown due to any single equipment failure. The air distribution system will consist of medium pressure ductwork efficiently distributing primary air to all parts of the building with the shallowest ductwork profile practical to minimize ceiling plenum heights. Final air control and distribution to zones spaces will

be through variable air volume terminal boxes. Whenever practical, perimeter heating loads will be decoupled from interior cooling loads using ceiling mounted radiant panels. All supply and outside air intake ductwork and exhaust ductwork within fifteen feet of intakes shall be insulated with R-value complying with the City of Chicago Energy Conservation Code or ASHRAE 90.1-applicable edition, because the project is being design to a minimum of LEED Gold certification.

All ductwork and piping sizing will be per the Owner's design standards and guidelines. Ductwork will be installed per SMACNA and ASHRAE guidelines. Piping will be installed per acceptable industry standards and guidelines.

The HVAC hydronic systems distribution will be via primary, variable flow pumping plants for chilled water and heating hot water. All coils will have two way valves and main hydronic loops will have a minimum flow bypass integrated into the distribution to ensure the chiller and hot water heater plants maintain minimum flow at their lowest capacity configuration. All equipment and piping will be insulated at least as prescribed in the City of Chicago Energy Conservation Code or ASHRAE 90.1-applicable edition, because the project is being design to a minimum of LEED Gold certification.

The building automation system (BAS) will be a vendor neutral, direct digital control, web-based system that is fully compliant with ASHRAE BacNet protocol for interoperability. The head end system will be of a robust system architecture capable of expanding to accommodate all control points and programming for a 500,000 sf higher education facility with capability to grow the number of overall points by 50% over time without significant system hardware upgrades. The BAS will integrate native HVAC, energy management, lighting controls and measurement and verification strategies as well as third party systems following the BacNet protocol.

The Mechanical Systems of the garage will be minimal since the garage will be above grade, open, and naturally ventilated.

Electrical:

The Electrical Systems of the Academic Building(s) will include incoming power service, internal and site power distribution, telephone and data services, structured data cabling, security/access control systems, public address and fire alarm.

Specifically, the incoming electrical service for facility will be 480/277V, 3 phase, 4 wire underground service via concrete encased duct bank from dual utility feeds. The facility is anticipated to serve as an emergency shelter for students and the public and redundant power will be fed from the local utility to ensure reliable power in times of emergency. The size of electrical service equipment will be determined by a calculation conforming to the City of Chicago Building Code and local utility company guidelines.

The service entrance equipment will be provided as service disconnecting means. The service disconnecting means will be installed at a readily accessible area of the building, adjacent to the exterior wall, at a point not exceeding 5 ft from the point of entry.

Electrical distribution for the facility will be a 480/277V system. Power distribution for outlets and devices requiring 120/208V system will be obtained via step down transformers. All outdoor outlets and outlets in the wet area will be GFCI type. IG (Isolated Ground) computer outlets will be provided for designated computer stations such as public area, computer lab, MDF, IDF, classrooms and staff areas. Computer (IG) panelboards will be equipped with 200% neutral oversized wires and TVSS for their equipment protection and their transformer(s) will be K-rated type.

The scope for information technology will be coordinated with the Owner's IT department. The system will be comprised of MDF, IDF, structured cabling, Wi-Fi for public area and critical power

distribution. The computer equipment and rack system will be provided in the MDF and IDF rooms which will house main servers, patch panels, hub/switches, Ethernet routers, data backup storages, software, power strips and UPS. Depending on the final building size and system architecture, the building backbone will be fiber-optic technology with horizontal distribution system including, but not necessary limited to, all wiring, pathway systems, grounding, backboards, connector blocks, protectors utilizing copper cabling. Terminal patch panels and cover plates will be per the Owner's design standards.

The Electrical Systems of the garage will be primarily utilized by the lighting systems, which will be either metal halide, fluorescent, and/or LED.

Plumbing:

The Plumbing Systems of the Academic Building(s) will include domestic water service, sanitary drainage and vent piping, specialized laboratory waste and vent piping suitable for acidic and bio-hazard waste and storm drainage piping.

Specifically, the domestic water system will include above ground copper water, waste and vent piping and underground waste piping will be hub and spigot or hubless cast iron complying with Cast Iron Soil Pipe Institute (CISPI) standards and guidelines and Owner's design standards and guidelines.

The domestic water system will include a single service, dual source from municipal mains with variable speed booster pump and surge tank. Domestic hot water will be generated from condensing hot water heaters capable of meeting the final system load with an acceptable recovery rate to satisfy the needs of the facility. The buildings may employ an energy recovery feature for the domestic hot water system that provides pre-heating from the refrigeration plant or exhaust air stream through a plate and frame heat exchanger or air-to-water heat exchanger, as applicable. The entire hot water distribution system will have a return water system to ensure Code compliant delivery of hot water to all fixtures. The system will be designed to account for high efficiency, low flow fixtures and their reduced flow rates, which will result in longer hot water delivery times if designed for conventional flows. The sanitary system will also be designed to specifically account for low flow fixtures and flush valves for water closets and urinals. The horizontal runs for all sanitary will be pitched beyond minimum code requirements to ensure effective solid waste transport with reduced water flows of water conserving fixtures.

The design may utilize a gray water system for water closet and urinal flushing to achieve exceptional water conservation performance. This will require a separate non-potable water distribution system from the rain harvesting system to all toilet fixtures. The rain harvesting system will include an interconnection to the potable water system through a break tank to maintain water distribution during low rain/drought conditions. The rain harvesting system will also be tied into the condenser water make-up water system to provide make-up water when rain water levels are high.

d) **Fire Protection:**

The Fire Protection Systems of the Academic Building(s) will include a wet pipe, NFPA 13 compliant system for the general building spaces and a fog type fire suppression system for major data rooms and other rooms where a conventional sprinkler system will cause undue equipment damage. These specialized spaces will be served by a Very Early Smoke Detection Apparatus (VESDA) system in conjunction with the mist system or non-ozone depleting clean agent fire suppression system.

The fire alarm system will be a non-coded, zoned, supervised, addressable system, specific for a high rise structure subject to final building configuration, including activation devices such as smoke detectors, flow switches, duct detectors, etc., and audio visual alarming devices. The system will be a complete fire alarm system in accordance with the City of Chicago Building Code,

National Fire Protection Association and the requirements of the Bureau of Fire Prevention and the Americans with Disabilities Act. All fire alarm system wiring will be installed in its own conduit system.

Specifically, the fire protection system will include a NFPA 13 compliant wet pipe sprinkler system for the majority of the spaces with specialized fire suppression systems for sensitive electrical equipment rooms such as data centers and larger MDF room(s). The specialized systems for these targeted spaces will be either a non-ozone depleting clean agent system similar to FM 200 or a mist type fire suppression system similar to HI-FOG. Loading docks and other low conditioned spaces subject to potential freezing will have dry-pipe zoned systems. It is anticipated the building will require a fire pump. The Fire Protection System of the garage will be dry standpipes.

e) **Simulation Lab Design:**

The Simulation Labs will include rooms and corridors designed to simulate the environment in a hospital, clinic or other spaces that Health Science students will work in after graduation - a Virtual Hospital Environment.

f) **LEED AP:**

The development of all necessary designs, specifications and documentation to achieve **Gold Certification or higher.**

g) **Lighting:**

Interior lighting will comply with the Chicago Energy Code or ASHRAE 90.1-2010, because the project is being design to a minimum of LEED Gold certification. The lighting will follow design industry standards (the IESNA Lighting Handbook) and education facility best practices. Lighting system will be chosen for their simplicity as well as their quality. Fixtures and lamps utilizing the most efficient technologies will be considered taking into account first cost as well as lifecycle cost analysis.

B. Construction Administration

The Respondent shall demonstrate qualifications sufficient to provide the following services, in example, but not limited to:

- a) Professional review of construction bids, if requested by the CCC
- b) Site inspections during construction (a minimum of three times per week, with a written report following each visit)
- c) Review and approval of shop drawings and samples, review of response to contractor's requests for information, and review and certification of contractor's payment requests, and lien waivers.
- d) Monthly reports on specified areas of the project for publication on the CCC website, as required.
- e) Inspection of work and punch list preparation
- f) Final inspection and sign-off upon completion of punch list work by the construction contractor.

SECTION IV - SCHEDULING PARAMETERS

This project will require the successful design team to conform to a demanding design schedule for the completion of the design and construction of the New Malcolm X College Campus.

A master project schedule will be provided to the short-listed firms and will be outlined to alert the design team to the need for aggressive planning and management. The successful design team will be asked to confirm the design schedule, provide a work plan, and will be encouraged to suggest alternative design and construction methods that may expedite the completion of the project.

For purposes of this RFQ, Respondents are to refer to Section I (Request for Qualifications Schedule) for procurement schedule information.

The following parameters will be clarified during the contract award phase.

- a) Design Development completion date: Number of weeks from the Notice to Proceed (NTP).
- b) Final Construction Documents completion date: Number of weeks from date of the design development documents approval.
- c) Approximate construction start as requested by CCC.
- d) Construction completion and occupancy date.

SECTION V - QUALIFICATIONS REQUIREMENTS

Submitting firms, acting as individuals, partnerships, corporations, or other legal entities, primary business office must be located in the State of Illinois, must be financially sound; familiar with local, state, and federal codes, legislation, procedures, and regulations affecting work in its professional area; of professional status, licensed to perform all applicable professional disciplines in the State of Illinois; professional Liability Insurance, and governed by professional ethics in its relationship to the CCC. All shall comply with all of the requirements stated in Sections II through VI of this Request for Qualifications.

SECTION VI - SUBMITTAL REQUIREMENTS

All Respondents are to submit **Two (2) originals and Twenty (20) CD copies** of the submittal requirements. Discussions may be conducted with Respondents who submit responses determined to have a reasonable possibility of being selected and thus identified as a pre-qualified Respondent. All Respondents shall be accorded fair and equal treatment with respect to the RFQ process. **RESPONSES MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION.**

A. Format of Response

All responses must be submitted with pages numbered with section dividers for each item listed below enclosed in a folder or 3-ring binder. Each response shall be submitted on standard 8 ½" x 11" plain white copy paper, with single-sided printed documentation. Expensive papers and special bindings (no spiral and/or machine binding) are discouraged since no materials will be returned to the Respondent.

B. Contents of Response

- a) **A Cover Letter**: The cover letter shall be signed by the president or owner of the firm on letterhead stating the following: The services proposed to be provided and a narrative description of the company and its service offerings. Please include a contact person's name(s), telephone and fax numbers and email address.
- b) **Joint Ventures**: A firm may propose both as a joint venture and independently as a single Respondent. If a joint venture response is rejected, no firm which has participated in the joint response can be considered to provide services unless it has separately submitted a response. Similarly, two (2) or more firms may submit responses as a prime contractor(s) and subcontractor(s) relationship. In the event of such an arrangement, the City Colleges of Chicago reserves the right to reject any subcontractor and accept only the prime contractor. The City Colleges of Chicago will not accept a subcontractor and reject the primary contractor. If a subcontractor wishes to be considered separately for a portion of the services, such firm should submit a separate submittal in

response to this RFQ. A copy of the executed Joint Venture Agreement, if applicable, must be submitted as well as the Federal Identification Number as a joint venture.

- c) **Licenses**: Submit copies of the Respondent's City of Chicago and State of Illinois licenses and all other licenses required to provide services to the CCC, including professional and trade related licenses and certifications.
- d) **Resumes of Key Personnel and Management Team**: Submit copies of resumes and company profiles, where applicable, for the management team and key personnel, with recommended positions. The proposed Key Personnel or Management Team cannot be substituted without prior CCC approval.
 - 1. Provide resumes for key personnel and senior staff indicated in the organization plan. Resume shall include:
 - 2. Education and professional background
 - 3. Length of service with Respondent
 - 4. Management or technical experience (include staff's current location and duties)
 - 5. Applicable professional and trade related licenses and certifications
- e) **Work History**: Please indicate length of time in business, describe experience in providing the services requested in the RFQ, describe previous experience working in partnership with businesses, academic and governmental agencies for the past five (5) years, but for not more than three (3) projects. Work history shall identify whether Respondent performed as a prime, as part of a joint venture, or as a subcontractor. This information shall be provided for the prime and any proposed subcontractors.
- f) **Clients and Projects**: Indicate all clients and projects for the Respondent over the last five (5) years. Provide scope of work, construction value, contract values and Respondent's project manager and total contract value for each year.
- g) **References**: Provide a minimum of three (3) references from projects similar to those the Respondent desires to provide herein, including contact persons' names, mailing addresses, telephone and fax numbers and email addresses. Please complete Page One of the Reference Questionnaire Fax Transmittal Sheet, (see Appendix III). City Colleges will fax this form to the references included with your submittal.
- h) **IRS W-9 Form**: A current IRS W-9 Form must be completed, signed and submitted with these Responses. (See Appendix IV)
- i) **Financial statements**: Copies of audited financial statements for the three (3) previous fiscal years or audited tax returns signed by preparer and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet and statement of income/loss. Each prime or joint venture partner must submit this information. The City Colleges of Chicago reserves the right to accept alternative information and/or documentation submitted by Respondents.
- j) **Legal Actions**: List, and briefly describe any and all legal actions for the past five (5) years in which Respondent has been a debtor in bankruptcy, a defendant in a lawsuit for deficient performance under a contract or agreement; a Respondent in an administrative action for deficient performance or a defendant in a criminal action.

- k) **Insurance Requirements:** The Respondent shall submit a copy of their Certificate of Insurance indicating their current coverage with their responses. The pre-qualified pool resulting from this RFQ will be required to comply with the CCC Insurance Requirements (See Section XI) when awarded specific RFP projects.
- l) **MBE/WBE Schedules A and Schedule C:** The Respondent shall identify potential MBE and WBE firms, include their current M/WBE Certification letter(s) from any of the certifying agencies recognized by the CCC with Respondent's qualifications submission. The Schedule A and Schedule C forms will be provided to the Respondent with each specific RFP project. The Respondent shall include MBE/WBE Schedules A and C with each specific project responses, with a minimum of 25% participation for MBE and 7% participation for WBE. (See Section XIII and Appendix I)
- m) **Student Hiring:** The Respondent shall submit information if they are making a commitment for a specific number of paid internships for the length of the project.
- n) **CCC Ethics Orientation Contractors/Vendors:** As a contractor or vendor doing business with the City Colleges of Chicago, you are required to comply with the CCC Ethics Policy. Contractors are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity, you are allowing established values to guide your actions and decisions. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/vendorapplication.asp. Contractors are required to read and return a signed "ACKNOWLEDGEMENT" form with all responses. (See Appendix II)
- o) **Disclosure**
The Respondent will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District. The Respondent shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts. The Respondent will be required to disclose any lobbying activities if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any sister governmental agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with this contract.
- p) **Debarment**
Respondents must disclose that the neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contract or agreement with any federal, state, county or local department or agency. If the vendor is unable to certify to this statement, it must attach an explanation to this application.
- q) **Economic Disclosure Form**
Respondents must complete the attached economic disclosure form as referenced in Attachment A. The economic disclosure form must be completed in its entirety and notarized.

SECTION VII - CONTRACT AWARD

CCC shall negotiate a contract with the highest qualified Respondent for a fair and reasonable compensation. In making this decision, CCC shall take into account the estimated value, scope, complexity and professional nature of the services to be rendered.

If City Colleges is unable to negotiate a satisfactory contract with the Respondent which is deemed most qualified, negotiations with that firm shall be terminated. CCC shall then begin negotiations with the Respondent which is next qualified. The selected Respondent will be contracted for the project at CCC's sole discretion and the services of the Respondent shall begin only after contract execution and subsequent issuance of a Notice to Proceed.

Confidentiality: The Respondent shall agree that all reports, information, or data prepared or assembled by the Respondent for a CCC project shall be confidential in nature and shall not be made available to any individual or organizations, except the CCC, without the prior written approval of the CCC's Chancellor.

SECTION VIII - EVALUATION SELECTION CRITERIA

The Evaluation Committee will review the Respondents' qualifications in accordance with the following criteria:

A. Institutional Experience, Qualifications and Past Performance

Evaluation criteria will focus on the Respondent's ability to provide relevant experience and past performance in the successful completion of design and construction documents, as well as construction administration services for Institutional/Higher Education or Community College Facilities in the City of Chicago and/or surrounding communities within the past Five (5) years. Respondents shall provide the required Client references and sufficient information for comparable projects.

The scope of this project, along with the varying complexity and site constraints requires significant design experience on complicated phased projects to ensure successful project execution.

The selected Respondent shall also demonstrate the ability to manage and complete the Design Architects Schematic Design documents for Institutional/Higher Education type projects.

B. Individual Experience, Qualification and Past performance

The Evaluation Committee will consider the depth of experience, past performance and qualifications of Key Team Members. The professional qualifications and experience of the Respondent's personnel including the Respondent's ability to perform work as reflected by staff technical training and education, general experience and specific experience and licensing necessary to provide the required Services.

The Respondent must submit the experience (minimum of five years), qualifications and past performance of the Respondent's Key Team Members, listed to perform services. Nature of Services as demonstrated by successful past experience on private and/or public Higher Education or Community College Facilities within the past five (5) years.

C. MBE/WBE Utilization Plan

The level, relevance and quality of the proposed MBE/WBE utilization plan. Levels of MBE and WBE participation will be evaluated in relation to the CCC's goals of achieving a minimum of 25% MBE participation and 7% WBE participation in the contracts it awards.

D. Quality Assurance/Quality Control (QA/QC) Plan

Respondent's QA/QC Plan will be evaluated on the firm's ability to demonstrate error prevention in document completion and coordination and Respondent's approach to managing a project of this complexity and scale.

The Respondent shall also provide an Organizational Staffing Chart that provides CCC with a view of how each team members is associated with the project and indicated the communication flow internal to the whole team. In additional, each Respondent must provide a detailed narrative (plan) that incorporates the best practices for QA/QC and their understanding of the scope of services and how to implement and execute the planned approach.

E. RFQ Compliance Responsiveness

CCC will review the quality, completeness and comprehensiveness of responses to this RFQ and compliance with each of the submittal requirements, which includes but is not limited to: Evidence of Respondent's financial stability to perform the services that are customarily required to complete the required scope of work; The quality of the responses received from the Three (3) references for each of the proposed Respondent's and Evidence of Respondent's ability to procure a response and comply with the amounts of insurance coverage indicated in Section XI.

F. Evaluation for Selected Respondent

The selected Respondent will be interviewed by the CCC Evaluation Committee to further analysis the abilities of the Architectural/Engineering team, focusing on their management approach to the following areas of concern:

- a) Further define and explain their internal Quality Control Program (approach and plan.). Also referred to as an Inter-disciplinary checklist between consultants and architect.
- b) Ability to manage and adhere to established Project Schedule and Critical milestone dates.
- c) Procedures and processes to provide Cost Control during the Design and Construction phase.
- d) Provide detailed staffing plan with breakdown of hours per week for the duration of the project to indicate dedication to the project.
- e) Approach and ability to assess potential change orders and provide justification for a change modification during construction.

SECTION IX - AWARDED PROJECTS AND FEES

To be discussed and disclosed at the award phase.

SECTION X - REIMBURSABLE EXPENSES

To be discussed and disclosed at the awarded phase.

SECTION XI - INSURANCE REQUIREMENTS

A. Respondent's Insurance

The Respondent shall procure and maintain at all times, at Respondents own expense, until final acceptance of the Work covered by this Agreement, and if required to return during the warranty period, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Respondent or by subcontractors.

The kinds and amounts of insurance required are as follows:

- a) Worker's Compensation and Occupational Disease Insurance
Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a

service under this contract. Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness shall be included.

- b) Commercial Liability Insurance (Primary and Umbrella)
Commercial Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. City Colleges of Chicago is to be named as an additional insured without recourse or right of contribution for any liability arising from this work.
- c) Automobile Liability Insurance
The Respondent shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City Colleges of Chicago is to be named as an additional insured.
- d) Fidelity, EPLI and Professional Liability (E&O).
Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$5,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

The successful Respondent(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.

SECTION XII - GENERAL INSTRUCTIONS

A. Time for Receiving Proposals

Proposals must be received no later than 12:00 p.m. local Chicago time, on Wednesday, January 16, 2013. Proposals received prior to the due date and time will be securely kept and unopened. Proposals submitted after the designated time and date will be returned unopened. Proposals are not publicly opened and once submitted become the property of the City Colleges of Chicago.

B. Preparatory Cost

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

C. Contract Award

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

D. Withdrawal of Proposals

Proposer may withdraw their proposals at any time prior to the time specified as the closing time for the receipt of proposals. However, no proposer shall withdraw or cancel his proposal for a period of one hundred twenty (120) calendar days after said closing time for the receipt of proposals nor shall the successful proposer(s) withdraw, cancel or modify his proposal after having been notified by the City Colleges of Chicago that said proposal has been accepted.

E. Addenda to this RFQ

If the City Colleges of Chicago determines that this RFQ should be modified before the date set for receipt of proposal, CCC will inform all prospect Proposers by distributing addendum. The addendum will be emailed, faxed or mailed to each Proposer receiving this RFQ. Proposer must acknowledge receipt of each addendum issued in the RFQ Executive Summary Introduction Letter.

F. Terms and Conditions of Architectural/Engineering Services Agreement

This RFQ includes a Term Sheet setting forth key terms and conditions of the Architectural/Engineering Services Agreement to be entered into by the successful Respondent and City Colleges of Chicago, located in Appendix V. By submitting a response to this RFQ, the Respondent agrees to accept these terms in the Architectural/Engineering Services Agreement, in addition to such other terms as may be agreed upon by CCC and the successful Respondent.

Respondent must expressly acknowledge in their submission their willingness to indemnify City Colleges of Chicago in accordance with the Term Sheet.

Additional Provisions. By submitting a response to this RFQ, the Respondent further agrees to the following provisions:

- a. Cooperation with Successors.** If the Agreement expires or is terminated for any reason, Consultant shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Consultant must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.
- b. Payment.** Consultant will not be entitled to demand or receive payment under this Agreement until all of the stipulations, provisions and conditions set forth in the Agreement have been complied with. Invoice(s) should be transmitted to the Accounts Payable Department via email (preferred method) to accountpayableservices@ccc.edu or in duplicate hard copy to City Colleges of Chicago, Accounts Payable Department, 226 W. Jackson Blvd., Chicago, IL 60606. City Colleges of Chicago offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

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

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

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

- c. **Non-Discrimination.** Consultant, in performing under the Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice.

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

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

G. Conflicts

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

H. Communication

All written inquiries regarding this RFQ should be directed to Sherri Hutcherson, Senior Buyer II at City Colleges of Chicago, 226 W. Jackson Blvd. Room 1003, Chicago, IL 60606 or via email, procurementservices@ccc.edu.

Such requests must be submitted by Thursday, December 20, 2012, no later than 12:00 p.m.

Any interpretation of the proposed documents will be made only by an addendum issued by the District Director of Business and Procurement Services. A copy of the addendum will be mailed or delivered to each person receiving a copy of the proposal prior to the proposal due date. Failure on the part of the prospective respondent to receive a written interpretation prior to time of submittal will not be grounds for withdrawal of proposal. Oral explanation is not binding.

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

I. CCC Ethics Policy

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

SECTION XIII - MBE/WBE PARTICIPATION AND STUDENT HIRING

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

The Respondent shall include MBE/WBE Schedules A and C with this specific project response, with a minimum of 25% participation for MBE and 7% participation for WBE.

City Colleges of Chicago have adopted a Minority/Women Business Enterprise Plan (M/WBE). The successful Respondent 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 response, Respondents are committing to comply with the CCC M/WBE Plan. Respondents are required to submit Schedules A and C with Response submissions. City Colleges of Chicago is requesting direct participation with regards to compliance with M/WBE Plan requirements.

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

Please contact Kimberly Sangster, Office of M/WBE Contract Compliance, at 312-553-2590 or via email, mwbecompliance@ccc.edu if you have questions regarding the M/WBE Compliance regulations or any part of the Participation Plan.

B. Student Hiring

The City Colleges of Chicago offers an Associate in Applied Science Degree (A.A.S) in Construction Management. We are committed to providing opportunities for "on the job training" that support areas of study, enhancing skills in preparation for career employment. On this project, we are asking for commitment from all responders for a specific number of paid internships, for the length of the project. Once a number has been determined, CCC will identify and refer candidates for interview. The students to be identified will be selected based on their area of study, which can include, Architecture, Business Management, Construction Cost estimating and specifications, CAD as well as Project Management.

On this project, CCC requires that the selected vendor hold an interview day with CCC graduates to support this student hiring goal. This interview day should be a part of the provider's implementation plan. CCC will work with the selected vendor to identify candidates for interviews, but hiring decisions will remain the exclusive responsibility of the selected vendor. For candidates not selected, CCC asks that the vendor provide feedback to the students on areas of potential improvement. The vendor shall also participate in a debriefing meeting with the Construction Management program director and provide recommendations to improve the skills and marketability of CCC students. CCC will also work with the vendor to hold additional interview days for CCC graduates throughout the project, if needed to fill openings on this project or to support the provider's overall hiring efforts.

Contact Kimberly Sangster, Office of M/WBE Contract Compliance at (312- 553-2590) or e-mail ksangster@ccc.edu, if you have any questions regarding the M/WBE Compliance regulations or any part of the Hiring Plan.

Appendix 1

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

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 RESPONSES
SECTION VIII	REQUEST FOR WAIVER
SECTION IX	MBE/WBE SUBSTITUTIONS
SECTION X	REPORTING & RECORD - KEEPING REQUIREMENTS
SECTION XI	REMEDIES FOR NON-COMPLIANCE
SECTION XII	STUDENT INTERNSHIP 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 Respondent and/or Material Supplier
STUDENT HIRING	Student Internship Hiring Program
PAYMENT REPORT	Quarterly Payment Report Format to Certified MBE/WBE Subcontractor(s), Sub Respondent(s) 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/Respondents 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/Respondents 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 is 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/Respondent'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/Respondent. 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/Respondent 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 scope of work performed by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively under one subcontract only, in which the subcontractor may be counted toward only one of the goals, but not toward both.

(G) MBE/WBE Controlled Firms

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

(H) Counting Total Dollar Value of Eligible Joint Ventures

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

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

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

(A) Fees or Commissions For Providing Services

The fees or commissions charged for providing a bona fide service, such as professional, technical, Respondent 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/Respondent's MBE/WBE compliance responses. They must be submitted at the time of the bid or responses submission:

(A) Schedule A: Affidavit of MBE/WBE Goal Implementation Plan

Bidders/Respondents must submit, together with the bid/responses, a completed Schedule A committing them to the utilization of each listed certified MBE/WBE firm. Except in cases where the bidder/Respondent has submitted a complete request for a waiver or variance of the MBE/WBE goals in accordance with Section VIII (below), the bidder/Respondent 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/Respondents 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/Respondent'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/responses 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 firm's current letter of certification from an approved certifying agency must be submitted with the bid/responses 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, Respondent and/or material supplier, and 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/responses submission, by the bidder/Respondent 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/responses non-responsive and may result in rejection of bid/responses.

(D) Joint Venture Agreements

If the bidder/Respondent's MBE/WBE responses includes the participation of certified MBE/WBE firms as a joint venture on any tier (either as the bidder/Respondent or as a subcontractor), the bidder/Respondent 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 responses must have all blank spaces on both of the Schedules applicable to the Contract correctly filled in. Agreements between a Bidder/Respondent and a certified MBE and certified WBE in which the certified MBE/WBE promises not to provide subcontracting quotations to other Bidders/Respondents are prohibited.

**SECTION VII
EVALUATION OF BID RESPONSES****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/Respondent 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. Bid/responses may be treated as non-responsive by reason of the determination that the Bidder/Respondent's responses did not contain a sufficient level of certified MBE or WBE participation, that the Bidder/Respondent was unresponsive or uncooperative when asked for further information relative to the bid/responses, or that false statements were made in the Schedules.

(B) Determination of Bid/Responses Deficiencies

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

(C) Modifications To Bid/Responses Not Permitted

Bidders/Respondent will not be permitted to modify their MBE/WBE compliance bid/responses. 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/responses.

- 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/Respondent 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/responses 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/Respondent's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation. Examples of such good faith efforts may include, but are not limited to, the following:

- Attendance at the Pre-bid/responses conference.
- The Bidder/Respondent'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/responses.
- Timely notification of specific sub-bids/responses to minority and women assistance agencies and associations.
- Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/responses, 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 firm, (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, should be submitted.
- Efforts made by the Bidder/Respondent 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 certified MBE/WBE sub I bid/responses 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 responses 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/Respondent 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/responses 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/responses 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/Respondents as enumerated in Section VI above.

9.3 **Including Remedies For Non-Compliance**

In addition, each subcontract between the Bidder/Respondents 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/responses 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 responses 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.

SECTION XII STUDENT INTERNSHIP HIRING PROGRAM

Introduction:

The City Colleges of Chicago offers an Associate in Applied Science Degree (A.A.S) in Construction Management. We are committed to providing opportunities for "on the job training" that support areas of study, enhancing skills in preparation for career employment. On this project, we are asking for commitment from all responders for a specific number of paid internships, for the length of the project. Once a number has been determined, CCC will identify and refer candidates for interview. The students to be identified will be selected based on their area of study, which can include, Architecture, Business Management, Construction Cost estimating and specifications, CAD as well as Project Management.

Contact Kimberly Sangster, Office of M/WBE Contract Compliance at (312- 553-2590) or e-mail ksangster@ccc.edu, if you have any questions regarding the M/WBE Compliance regulations or any part of the Hiring Plan.

SCHEDULE A

Affidavit of Bidder/Respondent 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/Respondent)

(print and sign signature of bidder/Respondent)

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

B. If bidder/Respondent 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/Respondents:

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/Respondents - 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/responses. 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/responses 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/responses. Please duplicate this blank page when using additional certified MBE/WBE subcontractors are being used on this project.

SECTION III. Summary of MBE/WBE Responses

A. MBE RESPONSES

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

MBE Firm	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

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

MBE Firm	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

B. WBE RESPONSES

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

WBE Firm	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

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

WBE Firm	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

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

(Signature of Notary Public)

My Commission Expires: _____ (Seal)

SCHEDULE C
Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Sub Respondent and/or Material Supplier

Name of Project: _____

From: _____ MBE _____ WBE _____
(Name of Certified MBE or WBE)

To: _____
(Name of Prime Contractor or General Bidder/Respondent)

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

_____ A Sole Proprietor _____ A Corporation

_____ A Partnership _____ A Joint Venture

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

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

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

Terms of Payment _____

Partial Pay Item(s)

Do you as the Prime Contractor anticipate any partial payment items? Yes () No ()

If your response is yes, please indicate which partial pay items are to be made, specifically describe the work and subcontract dollar amount:

(1) Description of Work _____
_____ Dollar Amount \$ _____

(2) Description of Work _____
_____ Dollar Amount \$ _____

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

Sub-Contracting Levels

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

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

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

If more than 10% percent of the value of the certified MBE/WBE subcontractor’s scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided on a separate sheet. The undersigned certified MBE/WBE will enter into a formal agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City Colleges of Chicago, and will do so within five (5) working days of receipt of Contract Award notification.

By: _____
Print Name of MBE/WBE

Print and Sign Signature of Prime Contractor Authorized Representative

Phone: (_____) _____ Date: _____

IF APPLICABLE for Joint Ventures:

By: _____
Print Name of Joint Venture Partner

Print and Sign Signature of Joint Venture Partner Authorized Representative

Phone: (_____) _____ Date: _____

**MONTHLY AND QUARTERLY REPORT OF PAYMENTS TO
MBE AND WBE SUBCONTRACTORS**
(Not to be filled out when submitting Bid or RFP response)

Title of Contract: _____

Total Contract Period: _____

Total Revenue for Contract: \$ _____

Report Period: _____

Revenue Dispersed for Report Period: \$ _____

ACTUAL

List of Certified MBE/WBE Vendors	Target Goal	Payments	Short/(Over)	% Short/(Over)
1. _____				
2. _____				
3. _____				
4. _____				
TOTALS	_____	_____	_____	_____

I, _____ hereby affirm that I am duly authorized to represent _____

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

Print Name of Authorized Representative

Signature of Authorized Representative

SUBSCRIBED AND SWORN to me this _____ day of _____, 20____

Notary Public

Seal of (binding) Notary Public

**CERTIFYING AGENCIES RECOGNIZED BY
THE CITY COLLEGES OF CHICAGO**

AMTRAK

Supplier Diversity
National Railroad Passenger Corporation

CHICAGO MINORITY BUSINESS DEVELOPMENT COUNCIL

Greater Chicago Minority Business Directory

CHICAGO TRANSIT AUTHORITY (CTA)

DBE Section Certification Office

CITY OF CHICAGO

Department of Procurement Services

COOK COUNTY

Contract Compliance Office

ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)

Bureau of Small Business Enterprises

METRA

Office of DBE Administration

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Affirmative Action Section

PACE

Purchasing Department

STATE OF ILLINOIS

Central Management Services

WOMEN BUSINESS DEVELOPMENT CENTER

Certification Section

APPENDIX II

***ETHICS ORIENTATION
CONTRACTORS/VENDORS***

12/08

CITY COLLEGES OF CHICAGO ETHICS ORIENTATION CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

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

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

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

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

ETHICS OFFICER

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

ANNUAL ETHICS TRAINING

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

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

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

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

PENALTIES

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

CITY COLLEGES OF CHICAGO ETHICS POLICY

All vendor/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 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
REFERENCE QUESTIONNAIRE

CCC REFERENCE QUESTIONNAIRE

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

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

Upon completion, please return This Page to Sherri Hutcherson, Senior Buyer II, via e-mail to procurementservices@ccc.edu. Please contact Sherri Hutcherson at 312-553-2590 with any questions.

To Be Completed By Respondent

Reference Company Name: _____

Reference Contact: _____

Reference Fax: _____

Reference Phone: _____

Reference E-mail: _____

Name of Firm: _____

has listed you as a reference on their Pre-Qualification Application with City Colleges of Chicago (CCC).

Our pre-qualification process is responsibility based and references are essential in confirming a trend of satisfactory architectural, engineering and/or construction administration performance. Information regarding the work performed, as indicated by the contractor, is described on the attached sheet. Feel free to include additional information which you may consider helpful. Please keep in mind that your response will be "on the record" and is available for the contractor's review. Your prompt completion of this questionnaire is requested and appreciated. Please return both pages by fax to my attention at (312) 553-2594.

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

Contract Amount: _____

Project Completion Date: _____

APPENDIX IV

IRS W-9 FORM

(PLEASE DOWNLOAD ATTACHMENT IN ADOBE PDF FILE FORMAT)

APPENDIX V

ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

Appendix V
Architectural/Engineering Services Agreement
Terms and Conditions for Malcolm X Project

<p>Purpose of Term Sheet</p>	<p>This Term Sheet sets forth key terms and conditions for an Architectural/Engineering Services Agreement (the “A/E Contract”) for architectural and engineering services, including but not limited to design development, contract documents, contract administration and project close out, for the new Malcolm X College Campus as outlined in the RFQ (such project, the “Project”, and such services, the “Services”).</p> <p>By submitting a response to the RFQ, Respondents agree to accept these terms in the A/E Contract, in addition to such other terms as may be agreed upon by the Board of Trustees of Community College District No. 508 (“City Colleges of Chicago,” “CCC” or the “Board”) and the selected Architect of Record (“Consultant”). It is expected that these terms will be incorporated in substantially the form set forth herein into the A/E Contract.</p>
<p>Time is of the Essence/Schedule</p>	<p>The CCC capital improvement program requires all design firms to conform to a demanding schedule for the completion of projects to achieve the earliest possible beneficial occupancy to ensure that no disruption to CCC’s academic schedule and operations occurs. Thus, time is of the essence for the A/E Contract.</p> <p>As part of the individual project scope, a project schedule will be outlined to alert Consultant to the need for aggressive planning and management. Consultant will be asked to confirm the schedule for that specific project, and will be encouraged to suggest alternative design/construction methods that may expedite the completion of the project.</p> <p>Consultant must complete the Services within the time frame required by the A/E Contract and coordinate with the CCC Project manager to complete the Project on time. Where there are problems, Consultant is responsible for defining the issues and developing corrective actions and/or contingency plans in order to put the projects back on schedule.</p>
<p>Professional Standard</p>	<p>Consultant must perform and cause Subcontractors to perform all Services required of it under the A/E Contract. All Services must be performed at a minimum with that degree of skill, care and diligence normally shown by a first rate nationally-recognized architect performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under the A/E Contract, including all applicable industry standards. CCC will hold Consultant solely and completely responsible for any and all errors, omissions, inconsistencies and ambiguity in Consultant’s Deliverables, including, the construction documents for the Project.</p> <p>Consultant must be licensed to perform the Services as required by Law and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, as required by Law. Consultant must provide copies of any such licenses to CCC. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished,</p>

	<p>whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to CCC and delivered in a timely manner consistent with the requirements of the A/E Contract.</p>
<p>Indemnification</p>	<p>(a) Consultant must defend, indemnify, keep and hold harmless CCC, the Board and its members, officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:</p> <ul style="list-style-type: none"> (i) injury, death or damage of or to any person or property; (ii) any infringement or violation of any property right (including any patent, trademark or copyright); (iii) Consultant’s failure to perform or cause to be performed Consultant’s covenants and obligations as and when required under the A/E Contract, including Consultant’s failure to perform its obligations to any Subcontractor; (iv) the CCC’s exercise of its rights and remedies under the A/E Contract; and (v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute. <p>(b) “Losses” means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys’ fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant’s breach of the A/E Contract or to Consultant’s negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.</p> <p>(c) Consultant’s obligations to indemnify, keep, and hold harmless CCC, the Board and its members, officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses excludes that portion of Losses caused by any act, error or omission on the part of the particular officer(s), representative(s), elected and appointed official(s), agent(s) or employee(s) seeking indemnification under this Section to the extent that Consultant’s indemnification would violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq., or any other applicable Law.</p> <p>(d) At the CCC General Counsel’s option, Consultant, subject to Subsection (c) above, must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but CCC has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under the A/E Contract. Any settlement must be made only with the prior written consent of the CCC General Counsel, if the settlement requires any action on the part of CCC.</p>

	<p>(e) To the extent permissible by Law, Consultant waives and shall cause its Subcontractors to waive any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related Law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). CCC, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.</p> <p>(f) The indemnities in the A/E Contract survive expiration or termination of the A/E Contract for matters occurring or arising during the term of the A/E Contract or as the result of or during Consultant’s performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this Section to indemnify, keep and save harmless and defend the Board and other indemnities are apart from and not limited by Consultant’s duties under the A/E Contract, including the insurance requirements set forth in the A/E Contract.</p>
<p>Intellectual Property and Document Ownership</p>	<p>Consultant and the Board intend that, to the extent permitted by Law, the Deliverables to be produced by Consultant at CCC’s instance and expense under the A/E Contract are conclusively deemed “works made for hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 et seq., and that the Board will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.</p> <p>To the extent that any Deliverable does not qualify as a “work made for hire,” Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to CCC, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Board under the A/E Contract, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by Law. Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the Authorized CCC Representative may reasonably request in order to assist the Board in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of CCC.</p> <p>Consultant warrants to CCC, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive within the standard of performance of the A/E Contract and that the Deliverables constitute a</p>

	<p>work of original authorship. Consultant will provide CCC the final plans and specifications for the Project in an editable, electronic form.</p> <p>The Board will not reuse the Deliverables to build other projects without the written consent of Consultant which will not be unreasonably withheld or delayed. However, Consultant will not restrict or otherwise interfere with CCC’s future actions in authorizing the use, adaptation, revision, or modification or destruction of the Deliverables with respect to the continued use, maintenance, expansion and repair of the Project by CCC.</p>
<p>Visual Artists Rights Act Waiver</p>	<p>To the extent that this provision is applicable, Consultant waives any and all rights, in any work of visual art that may be provided pursuant to the A/E Contract, that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act (17 U.S.C. 101 <i>et seq.</i>) (the “<i>Copyright Act</i>”). To the extent that, for purposes of visual rights, Consultant is not deemed to be the “author” under the Copyright Act of any Deliverable provided under the A/E Contract, then Consultant shall cause the author to execute any and all documents to effect such a waiver.</p>
<p>Disputes</p>	<p>Except as otherwise provided in the A/E Contract, Consultant must and the Authorized CCC Representative may bring any dispute arising under the A/E Contract which is not disposed of to the Dispute Officer for decision based upon written submissions of the parties. All claims arising under, related to or in connection with the terms of the A/E Contract or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized CCC Representative. Consultant will present all disputes which cannot be resolved by discussion with the Authorized CCC Representative, to the Dispute Officer for final determination, subject to the provisions below. Nothing herein is intended to diminish CCC’s right to seek judicial resolution of any dispute or remedies for any breach.</p> <p>(a) Claim Procedure. Consultant will make all initial requests for determination of claims to the CCC Authorized Representative in writing, specifically referencing this Section, and will include:</p> <ul style="list-style-type: none"> (i) the issue(s) presented for resolution; (ii) a statement of the position of Consultant; (iii) the facts underlying the dispute; (iv) reference to the applicable provisions of the A/E Contract by page and section; (v) identification of any other parties believed to be necessary to the resolution; and (vi) all documentation which describes and relates to the dispute. <p>The Authorized CCC Representative will have 30 business days to respond in</p>

	<p>writing to the Claim by supplementing the submission or providing its own submission. The Authorized CCC Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated resolution is not achieved, the Authorized CCC Representative must provide a written ruling within 60 days of receipt of the Claim. However, if Consultant agrees in writing, the time for response may be extended by a period not to exceed 60 days . If Consultant is dissatisfied with the resolution by the CCC Authorized Representative the matter must be referred and filed by Consultant as a dispute with the Dispute Officer within 30 days of the receipt of the ruling by the Authorized CCC Representative.</p> <p>(b) Dispute Procedure. If the Authorized CCC Representative and Consultant cannot resolve the claim, Consultant may file a Dispute with the Dispute Officer. The Dispute submission must be in writing and contain the information required in Subsection (a) above and be copied to the Authorized CCC Representative. The Authorized CCC Representative must file a response within 30 days.</p> <p>(c) Dispute Officer’s Determination. A final decision will be rendered in writing no more than 45 business days after the date the response by the Authorized CCC Representative was filed or was due unless the Dispute Officer notifies Consultant that additional time for the decision is necessary. Consultant must follow the procedures set out in this Section to receive the Dispute Officer’s final decision. If Consultant disagrees with the Dispute Officer’s final decision, Consultant may file a common law writ of certiorari in the Circuit Court of Cook County which, unless otherwise required by Law, will be the sole and exclusive judicial remedy of Consultant. However, Consultant must have followed the procedures in this Section as a condition precedent to filing a common law writ of certiorari. Consultant must not withhold performance of any Services required by the CCC under the A/E Contract during the dispute resolution period, including services affecting third parties as set forth below.</p> <p>(d) Consultant Self-Help Prohibited. Consultant will not withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others were doing so would potentially harm third parties, such as Subcontractors, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling Consultant’s claims against the CCC constitutes bad faith on Consultant’s part. This provision is not intended to prohibit Consultant from exercising its reasonable professional judgment, however, in carrying out its duties and responsibilities under the A/E Contract.</p>
<p>Compliance with All Laws</p>	<p>(a) Consultant must observe and comply with all applicable Laws and ensure that the Deliverables comply with all Laws, including, without limitation, those specifically set forth in the A/E Contract. Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by Laws. Consultant must require all Subcontractors to do so, also. Notwithstanding acceptance by the Board of the Disclosure Affidavit, failure of the Disclosure Affidavit to include all information required renders the A/E Contract voidable at</p>

	<p>the option of CCC. <i>[The Disclosure Affidavit is an EDS disclosure form that will be provided by CCC to the Consultant].</i></p> <p>(b) Notwithstanding anything in the A/E Contract to the contrary, references to a Law are considered to be a reference to (i) the Law as it may be amended from time to time; and (ii) all future statutes, Laws pertaining to the same or similar subject matter.</p>
<p>Warranties and Representations</p>	<p>(a) In connection with signing and carrying out the A/E Contract, Consultant:</p> <p>(i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under the A/E Contract and will perform no Services for which a professional license is required by Law and for which Consultant is not appropriately licensed;</p> <p>(ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors are competent to perform the Services required under the A/E Contract; and Consultant is legally authorized to execute and perform or cause to be performed the A/E Contract under the terms and conditions stated in the A/E Contract;</p> <p>(iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under the A/E Contract;</p> <p>(iv) warrants that Consultant is not in default at the time the A/E Contract is signed, and has not been deemed by CCC to have, within 5 years immediately preceding the date of the A/E Contract, been found to be in default on any contract awarded by the Board, and has obtained warranties from its Subcontractors substantially similar in form and substance;</p> <p>(v) warrants and represents that neither Consultant nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. CCC of the Treasury or by the Bureau of Industry and Security of the U.S. CCC of Commerce or their successors, or on any other list of persons or entities with which the Board may not do business under any applicable Law. “Affiliate” means, for purposes of this paragraph, a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.</p> <p>(vi) represents that it has carefully examined and analyzed the provisions and requirements of the A/E Contract; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of the A/E Contract; the A/E Contract is feasible of performance in accordance with all of its provisions and requirements, and</p>

	<p>Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of the A/E Contract;</p> <p>(vii) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and</p> <p>(viii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with the A/E Contract is made under penalty of perjury and, if false, is also cause for termination under the A/E Contract.</p> <p>(b) This Section does not limit the Consultant’s and its Subcontractors’ duty to comply with all applicable Laws. Consultant must notify CCC of any instance during the term of the A/E Contract that would cause any of these representations and warranties or any certification or statement under any Disclosure Affidavits provided by the Consultant for the A/E Contract not to remain true as if they were given with respect to the period of time covered by the term of the A/E Contract. Non-compliance with these terms and conditions may be used by the Board as grounds for the termination of the A/E Contract, and may further affect the Consultant’s eligibility for future contract awards.</p>
<p>Events of Default</p>	<p>The following constitute events of default:</p> <p>(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to CCC.</p> <p>(b) Consultant’s material failure to perform any of its obligations under the A/E Contract including the following:</p> <p>(i) Failure due to a reason or circumstances within Consultant’s reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services as and when required by the A/E Contract;</p> <p>(ii) Failure to perform the Services in a manner reasonably satisfactory to the Authorized CCC Representative or the Procurement Services Director or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;</p> <p>(iii) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;</p> <p>(iv) Discontinuance of the Services for reasons within Consultant’s reasonable control; and</p> <p>(v) Failure to comply with any other material term of the A/E Contract, including the provisions concerning insurance and nondiscrimination.</p> <p>(c) Any change in ownership or control of Consultant without the prior</p>

	<p>written approval of the Procurement Services Director, which approval the Procurement Services Director will not unreasonably withhold.</p> <p>(d) Consultant’s default under any other agreement it may presently have or may enter into with the Board during the life of the A/E Contract. Consultant acknowledges and agrees that in the event of a default under the A/E Contract the Board may also declare a default under any such other agreements.</p> <p>(e) Failure to comply with all Laws in the performance of the A/E Contract.</p> <p>(f) Any act or omission of Consultant or Subcontractor and their officers agent and employees constituting a breach of CCC Ethics Policy or constituting an inducement to, resulting in or causing a, breach of CCC’s Ethics Policy by a CCC officer, contractor, agent or employee.</p> <p>(g) Consultant’s repeated or continued violations of other Board rules and regulations unrelated to performance under the A/E Contract that, in the opinion of the Procurement Services Director, indicate a willful or reckless disregard for Board rules and regulations.</p>
<p>Remedies for Default</p>	<p>(a) The occurrence of any event of default permits CCC, at CCC’s sole option, to declare Consultant in default. The Procurement Services Director may in her sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Procurement Services Director.</p> <p>(b) The Procurement Services Director will give Consultant written notice of the default, either in the form of a Cure Notice, or, if no opportunity to cure will be granted, a Default Notice. If the Procurement Services Director gives a Default Notice, she will also indicate any present intent she may have to terminate the A/E Contract, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Procurement Services Director may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in the A/E Contract, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of the A/E Contract, whether completed or in the process, to CCC. Whether to declare Consultant in default and/or terminate the A/E Contract is within the sole discretion of the Procurement Officer Director and neither that decision nor the legal or factual basis for it is subject to review or challenge pursuant to the Disputes provision of the A/E Contract.</p> <p>(c) After giving a Default Notice, the Board may invoke any or all of the following remedies, individually or collectively:</p> <p>(i) The right to take over and complete the Services, or any part of them, at Consultant’s expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the Board would have paid Consultant under the terms and conditions of the A/E Contract</p>

	<p>for the Services that were assumed by the Board as agent for Consultant under this Section;</p> <p>(ii) The right to terminate the A/E Contract as to any or all of the Services yet to be performed effective at a time specified by the CCC;</p> <p>(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;</p> <p>(iv) The right to money damages;</p> <p>(v) The right to withhold all or any part of Consultant’s compensation under the A/E Contract;</p> <p>(vi) The right to deem Consultant non-responsible in future contracts to be awarded by CCC.</p> <p>(d) If the Procurement Services Director considers it to be in CCC’s best interests, she may elect not to declare default or to terminate the A/E Contract. The parties acknowledge that this provision is solely for the benefit of the Board and that if CCC permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under the A/E Contract, nor does the Board waive or relinquish any of its rights.</p> <p>(e) The remedies under the terms of the A/E Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default, nor acquiescence in it, and every such right and power may be exercised from time to time and as often as CCC considers expedient.</p>
<p>Early Termination for Convenience or Non-Appropriation</p>	<p>In addition to termination under the Remedies provision of the A/E Contract, the Board may terminate the A/E Contract for its convenience, or all or any portion of the Services to be performed under it, at any time by a notice from CCC to Consultant. CCC will give notice to Consultant in accordance with the Notice provisions of the A/E Contract. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the Board elects to terminate the A/E Contract in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing the A/E Contract, whether completed or in the process, must be delivered to CCC effective 10 days after the date the notice is considered received as provided under the Notice provision of the A/E Contract (if no date is given) or upon the effective date stated in the notice. Upon any such termination, the Consultant shall be paid for Services properly performed through the date of termination.</p> <p>Additionally, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CCC for payments to be made under the A/E</p>

	<p>Contract, then CCC will notify the Consultant of such occurrence and the A/E Contract 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 the A/E Contract are exhausted.</p>
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