



Appendix 1

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

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

**SECTION I
INTRODUCTION**

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

**SECTION II
POLICY STATEMENT AND TERMS**

- 2.1 It is the policy of the Board to insure that the City Colleges of Chicago take all possible steps consistent with applicable law to insure that Minority Business Enterprises and Women Business Enterprises are afforded a fair and representative opportunity to participate fully in this institution's contracting.
- 2.2 Consistent with this policy it shall be the responsibility of all contractors to exhaust all feasible means to insure significant participation by certified MBEs and WBEs.

**SECTION III
DEFINITIONS**

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

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

Certified means any business or individual which has been certified by any of the CCC approved certifying agency to be an MBE or WBE and is on the Board's list of certified MBEs or WBEs.

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

City College shall mean the City Colleges of Chicago.

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

Financial and Administrative Service Committee shall mean the Financial and Administrative Service Committee of the Board of Trustees of Community College District No.508 or such other committee as the Board of Trustees may from time to time designate.

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

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

Minority or Minority person shall mean a person who is a citizen or lawful permanent resident of the United States, who is a member of an identified racial/ethnic population group, specifically, Black, Hispanic, Asian, or any other racial/ethnic population group that the Chancellor determines, after notice and hearing, to suffer discrimination in the Chicago area and who has participated, or has attempted to participate, in the Chicago area market.

MBE or Minority Business Enterprise shall mean a certified business that is owned and controlled by a Minority or Minorities that is certified as an MBE as defined in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.

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

Subcontractor shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.

WBE or Women Business Enterprise shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.

Woman or Female shall mean a person who is a citizen or lawful permanent resident of the United States who 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/Proposer's Commitment and Responsibility

Each Bidder's commitment to the utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of Bidder/Proposer.

Further, the Contractor agrees to use its best efforts to include certified MBE and WBE firms in any Contract modification and amendments.

4.3 (C) Failure to Carry Out Commitment

Failure to carry out the commitments and policies set forth in this Plan shall constitute a material breach of contract and may result in termination of the contract or such other remedy as the Board deems appropriate.

SECTION V COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

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

(A) Only Certified MBE/WBE Firms Count Toward Contract Goals

A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for a distinct element of work of a contract and carries out the responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Office of M/WBE Contract Compliance will be available to make that determination.

(B) MBE/WBE Contractors Subcontracting Their Work

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

(C) Counting MBE/WBE Manufacturers

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

(D) Counting MBE/WBE Suppliers

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

(E) Counting Total Dollar Value Awarded To Certified MBEs/WBEs

The total dollar value of contract awarded to a certified MBE or WBE firm shall be credited to such participation. Only certified minority business participation may be counted toward MBE goal participation, and only certified women business participation may be counted toward WBE goal participation.

(F) Counting Total Dollar Value To Either MBE or WBE, Not Both

The total dollar value of a contract with a certified firm owned and controlled by minorities or women is counted toward either the MBE or WBE goal, but not both. The Contractor employing the certified firm may choose the goal to which the contract value is applied. Work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively under one subcontract only, in which the subcontractor may be counted toward only one of the goals, but not toward both.

(G) MBE/WBE Controlled Firms

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

(H) Counting Total Dollar Value of Eligible Joint Ventures

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

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

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

(A) Fees or Commissions For Providing Services

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

(B) Fees For Delivering Materials and Supplies

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

(C) Fees or Commissions For Bonds or Insurance

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

**SECTION VI
PROCEDURE TO DETERMINE BID COMPLIANCE**

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

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

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

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

(B) Letters of Certification

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

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

(C) Schedule C: Letter of Intent from MBE/WBE

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

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

(D) Joint Venture Agreements

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

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

6.2 **Correct Completion of Schedules**

The MBE/WBE compliance proposal must have all blank spaces on both of the Schedules applicable to the Contract correctly filled in. Agreements between a Bidder/Proposer and a certified MBE and certified WBE in which the certified MBE/WBE promises not to provide subcontracting quotations to other Bidders/Proposers are prohibited.

SECTION VII EVALUATION OF BID/PROPOSALS

7.1 **(A) Commitment To Provide Information Upon Request**

During the period between bid opening and Contract award, the submitted documentation will be evaluated by the Office of M/WBE Contract Compliance. The Bidder/Proposer agrees to provide, upon request, earnest and prompt cooperation to the Office of M/WBE Contract Compliance in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed certified MBE or WBE firm in providing such assistance. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's proposal did not contain a sufficient level of certified MBE or WBE participation, that the Bidder/Proposer was unresponsive or uncooperative when asked for further information relative to the bid/proposal, or that false statements were made in the Schedules.

(B) Determination of Bid/Proposal Deficiencies

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

(C) Modifications To Bid/Proposal Not Permitted

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

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

SECTION VIII REQUEST FOR WAIVER

8.1 **Inability To Identify Certified MBEs/WBEs**

If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid/proposal must include a written request for waiver. Please note that a request for a waiver is not an automatic approval of the requested waiver (see attached form). The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, 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/proposal conference.
- The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
- Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.
- Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
 - (1) the name, address and telephone number of the certified MBE and WBE firms contacted;
 - (2) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - (3) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.

- Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 **Unacceptable Basis for Waiver Request**

If the bidder does not meet the MBE/WBE goal, price alone shall not be an acceptable basis for which the bidder may reject a certified MBE/WBE sub-bid/proposal unless the bidder can show to the satisfaction of the Office of M/WBE Contract Compliance that no reasonable price can be obtained from a certified MBE/WBE. A determination of reasonable price is based on such factors as the estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A bid from a certified MBE/WBE for a subcontract will be presumed to be unreasonable if the MBE/WBE price exceeds the average price quoted by more than 15 percent.

8.3 **Subsequent Waiver by Request of Contractor**

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

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

8.4 **Waiver Initiated by City Colleges of Chicago**

(A) Granting of Waiver By Chancellor

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

(B) Chancellor's Waiving of Requirements Are In Writing

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

(C) Waivers may be partial or total.

8.5 **Additional Criteria**

In determining whether to grant a waiver, the decision-maker may take into consideration the additional cost which would be incurred by denying the waiver and awarding the contract to the next lowest bidder/proposer who has not requested a waiver. Where the Office of M/WBE Contract Compliance has

determined that the lowest bidder is not responsible because a waiver request contained in the bid/proposal has been denied, the Office of M/WBE Contract Compliance may negotiate with the **lowest responsible bidder** to obtain a lower price.

SECTION IX MBE/WBE SUBSTITUTIONS

9.1 Termination or Reduction of Scope of Work Not Permitted

After submitting executed MBE and/or WBE sub-agreements to the Office of M/WBE Contract Compliance, the Contractor shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the certified MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Office of M/WBE Contract Compliance. If it becomes necessary to substitute a new MBE and/or WBE to fulfill the Contractor's MBE and/or WBE commitments, the Office of M/WBE Contract Compliance must be given reasons justifying the release of prior specific MBE and/or WBE commitments established in the Contractor's bid/proposal in order to review the propriety of the proposed substitution.

9.2 Notification Procedure Should Scope of Work Needs To Be Reduced or Terminated

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

9.3 Including Remedies For Non-Compliance

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

9.4 Unexcused Reduction or Termination of Scope of Work

The unexcused reduction of certified MBE or WBE participation in connection with the Contract including any modification thereof, shall entitle the affected certified MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the City Colleges of Chicago, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing certified MBE or WBE. Nothing

herein shall be construed to limit the rights of and remedies available to the City Colleges of Chicago.

SECTION X REPORTING AND RECORD-KEEPING REQUIREMENTS

10.1 Execution of Subcontract By Contractor

The Contractor, within five (5) working days after Contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid/proposal and MBE and WBE assurances, and submit to the Office of M/WBE Contract Compliance a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the certified MBE and WBE firms. During the performance of the Contract, the Contractor shall submit monthly notarized documentation attesting to current payment amounts and the cumulative dollar amount of payments made to date. The Contractor shall file regular MBE and WBE payment reports, on the form entitled "Monthly and Quarterly Report of Payments to MBE and WBE Subcontractors," at the time of submitting each monthly payment voucher which reflects the current status of cumulative payments to certified MBE and WBE firms. The Contractor shall provide the Office of M/WBE Contract Compliance, on a quarterly basis with photocopies of the cancelled checks (front and back) paid to certified MBE and WBE subcontractors.

10.2 Maintenance of Relevant Records

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

SECTION XI REMEDIES FOR NON-COMPLIANCE

11.1 Non-Compliance

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

11.2 Notification

Upon indications of inadequate compliance or non-compliance, the Office of M/WBE Contract Compliance will notify the contractor and the subcontractor, in writing. The Office of M/WBE Contract Compliance, the contractor or subcontractor may request an opportunity to meet to discuss the contractor's or

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

11.3 **Criteria**

If, after notification, the Office of M/WBE Contract Compliance determines that a contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith to meet the goals, the contractor shall be subject to suitable sanctions as set forth in paragraph 11.4 (Sanctions) below.

11.4 **Sanctions**

(A) Terms and Conditions of Plan Applying To All Contracts

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

- (1) Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 11.3 (Criteria) above to exist during the term of the contract, the Office of M/WBE Contract Compliance may recommend that the Board suspend or terminate the contract, in whole or in part, and may also declare the contractor ineligible for future contracts for a period of two (2) years.

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

- (2) Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 11.3 (Criteria) above to exist at the conclusion of a contract, the Office of M/WBE Contract Compliance may declare the contractor ineligible for future contracts for a period of two (2) years.
- (3) If a Contractor has provided false or misleading information in connection with certification, bid or proposal documents, compliance progress reports, or any other aspect of this Plan, the Office of M/WBE Contract Compliance may impose any of the sanction described in paragraph 11.4 (Sanctions) and all its subsections.
- (4) If there is a bona fide payment dispute between a Contractor and its certified M/WBE subcontractor for work performed under the Plan, the City Colleges may withhold payment of the disputed amount from the

Contractor and place such funds in an interest bearing account pending resolution of the dispute, by judicial or other means.

(B) Contractor's Right To Appeal Decision

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

(C) Sanctions Available To The City Colleges of Chicago

The failure of City Colleges to impose any sanction it may have under this Section shall not be deemed a waiver of its right to impose such a sanction for subsequent violations. The listing of sanctions available to City Colleges in paragraph 11.4 shall not be deemed to exclude any other sanctions or remedies available at law or in equity.

CERTIFYING AGENCIES RECOGNIZED BY THE CITY COLLEGES OF CHICAGO:

- Chicago Minority Business Development Council
- City of Chicago (Department of Procurement Services)
- Cook County (Contract Compliance Office)
- State of Illinois (Central Management Services)
- Women's Business Development Center

SCHEDULE A

Affidavit of Bidder/Proposer MBE / WBE Goal Implementation Plan

Contract Name:

State of:

County of:

In connection with the above - captioned contract:

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

(print name of bidder/proposer)

(print and sign signature of bidder/proposer)

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

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

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

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, must first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract).

- A.** If bidder/proposer is a certified MBE or WBE firm, attach a copy of the Letter of Certification. (Certification of the bidder/proposer as an MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B.** If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE goal only.

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

1. Name of MBE/WBE:

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Dollar Amount of Participation: \$ _____

Percent Amount of Participation: _____%

Direct participation? Yes No Indirect Direct participation? Yes No

2. Name of MBE/WBE: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Dollar Amount of Participation: \$ _____

Percent Amount of Participation: _____%

Direct participation? Yes No Indirect Direct participation? Yes No

Certified MBE/WBE Subcontractors/Suppliers/Consultants - Continued:

3. Name of MBE/WBE: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Email Address: _____
Dollar Amount of Participation: \$ _____
Percent Amount of Participation: _____ %
Direct participation? Yes No Indirect Direct participation? Yes No

4. Name of MBE/WBE: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Email Address: _____
Dollar Amount of Participation: \$ _____
Percent Amount of Participation: _____ %
Direct participation? Yes No Indirect Direct participation? Yes No

NOTE: All Schedule Cs and Current Letters of Certification must be submitted with bid/proposals.

Please duplicate this blank page when additional certified MBE/WBE subcontractors are being used on this contract.

SECTION II. MBE/WBE PROPOSAL SUMMARY

A. MBE Proposal

MBE Firm	Dollar Amount	Percent Amount
----------	---------------	----------------

B. WBE Proposal

WBE Firm	Dollar Amount	Percent Amount
----------	---------------	----------------

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C

**Letter of Intent from Certified MBE/WBE
To Perform As
Subcontractor, Subconsultant and/or Material Supplier**

Name of Project: _____

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

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

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

- | | | | |
|-------|-------------------|-------|-----------------|
| _____ | A Sole Proprietor | _____ | A Corporation |
| _____ | A Partnership | _____ | A Joint Venture |

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

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

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

Price \$ _____

Terms of Payment: _____

Partial Pay Item(s)

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

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

1. Description of Work _____

Dollar Amount \$ _____

2. Description of Work _____

Dollar Amount \$ _____

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

Sub-Contracting Levels

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

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

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

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

By: _____
Print Name of MBE/WBE Firm

Printed Name & Sign Signature of MBE/WBE's Authorized Representative

Date

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)