Illinois Institute of Technology
REQUEST FOR PROPOSALS | Residential Laundry Service and Maintenance 2015-2020

TO: Potential Respondents
FROM: Joshua O. Marjenka, Operations Manager
DATE: 2/25/2015

SUBJECT: Residential Laundry Service and Maintenance 2015-2020

Illinois Institute of Technology ("IIT") is soliciting proposals from responsible vendors for providing laundry room equipment and service in our residence halls, apartment complexes, and two university-operated sorority houses. A brief description of the services sought is set forth below, and detailed requirements are in Paragraphs C of the Solicitation Response Requirements. If you are interested and able to meet these requirements, we would appreciate receiving your proposal.

Brief History

Founded in 1890, Illinois Institute of Technology (IIT) is a private, Ph.D.-granting research university with programs in engineering, sciences, architecture, psychology, design, humanities, business, and law. IIT's interprofessional, technology-focused curriculum is designed to advance knowledge through research and scholarship, to cultivate invention improving the human condition, and to prepare students from throughout the world for a life of professional achievement, service to society, and individual fulfillment.

Mission: To provide distinctive and relevant education in an environment of scientific, technological, and professional knowledge creation and innovation.

Vision

IIT will be internationally recognized in distinctive areas of education and research, using as its platform the global city of Chicago, driven by a professional and technology-oriented focus, and based on a culture of innovation and excellence.

More information about IIT and its operation, mission and structure can be found on its Website – [www.iit.edu](http://www.iit.edu) and [http://www.iit.edu/about/quick_facts.shtml](http://www.iit.edu/about/quick_facts.shtml) and respondents are encouraged to review this information before submitting their proposals.

Brief Description:

IIT is seeking proposals from all qualified vendors to supply, install, maintain, and service commercial washers and dryers in two (2) apartment buildings, two (2) residence hall complexes, and two (2) sorority houses on the IIT main campus. Detailed information regarding current operations/conditions and desired operations/conditions is included on page 6 of this RFP.

This solicitation package consists of the following sections:

1) “Instructions.” This section outlines what you need to know and do when preparing and submitting a proposal. It also explains how IIT will evaluate proposals. The first page of the Instructions, the Custom Page, will provide dates, locations and other information specific to this solicitation.

2) “Solicitation Response Requirements.” We have presented our needs in the form of specifications that explain how the proposal must be priced and the information that must accompany each proposal. Although your response to this solicitation is voluntary, without the requested information, we reserve the right to not consider your response.
3) “Proposal Form.” This Form requires a signature of an authorized representative of the respondent and the respondent’s proposal for providing the Services. Proposals must be received on this Form.

Please read the entire solicitation package and submit your proposal in accordance with the Instructions. Your return of the Solicitation Response Requirements and an executed Proposal Form will constitute a binding offer. Do not submit the Instruction pages with your proposal. You should keep the Instructions and a copy of your proposal for future reference.
INSTRUCTIONS

A. SUBMIT PROPOSALS TO:

IIT Residence and Greek Life
3241 S. Wabash Ave.
Chicago, IL 60616
ATTN: Joshua O. Marjenka

B. DUE DATE & TIME FOR SUBMISSION AND OPENING:

April 6, 2015 at 11:00AM

C. NUMBER OF COPIES: Submit a signed original and three (3) copies (TOTAL of four) of your proposal in a sealed container addressed as follows:

IIT Residence and Greek Life
3241 S. Wabash Ave.
Chicago, IL 60616
ATTN: Joshua O. Marjenka

Questions and digital files may be emailed to: jmarjenk@iit.edu

Please identify your company on the envelope. Proposals may not be e-mailed or faxed.

D. PROPOSAL FIRM TIME: 90 Days from Opening

E. VENDOR CONFERENCE: ☐ Yes ☒ No

Mandatory Attendance: ☐ Yes ☒ No

Date and Time:

Location:

Vendors may contact Joshua O. Marjenka, Operations Manager with questions regarding this RFP or to schedule a meeting to discuss our needs. (Contact information is included below)

F. PROJECT CONTACT:

Illinois Institute of Technology

Joshua O. Marjenka
Operations Manager

Residence and Greek Life
3241 S. Wabash Ave. | P: (312) 808-6402 | jmarjenk@iit.edu
Chicago, IL 60616 | F: (312) 567-5926 | housing.iit.edu

G. SUBMISSION OF PROPOSAL: You may mail or hand-deliver a proposal, including any amendments. We do not allow fax or other electronic submissions. We must receive submissions as specified herein. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are local Chicago times. We are not responsible for and will not pay any costs associated with the preparation and submission of your proposal.

H. FORM AND CONTENT OF PROPOSALS: The “Solicitation Response Requirements,” once completed, signed and returned by you, will constitute your proposal. An original and the designated number of copies of each proposal are required. Failure to submit the required number of copies may prevent your proposal from being evaluated. Proposals, including modifications, must be submitted in ink, typed or printed form and signed by an authorized representative. Your proposal must provide all required information and address all listed points.
I. MODIFICATION/WITHDRAWAL OF PROPOSAL: Written requests to modify or withdraw a proposal prior to the scheduled opening time will be accepted and will be acted upon at opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as either MODIFICATION or WITHDRAWAL.

J. QUESTIONS: Please direct all questions (and requests for ADA accommodations) to the Project Contact (see F above). Questions received less than seven (7) calendar days prior to the due date may be answered at the discretion of IIT. We will provide written answers to questions of a general nature or which would affect the solicitation. We will send answers to all recipients of the solicitation. Only written answers to questions will be binding.

K. RESPONSIBILITY TO READ AND UNDERSTAND: Your failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting agreement, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the Project Contact. We will issue written instructions, if appropriate.

L. OPENING (see B above): We will open all proposals properly and timely submitted. All proposals become the property of IIT and will not be returned except in the case of a late submission. We will not consider proposals received after the stated due date and time.

M. PROPOSAL FIRM TIME (see D above): Proposals shall remain firm and unaltered after opening for the number of days shown. We may accept your proposal, subject to successful agreement negotiations, at any time during the proposal firm time.

N. PRESENTATIONS AND INSPECTIONS: You must provide a formal presentation of the proposal upon request.

O. BEST & FINAL: We may request best & final proposals if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not assume that we will ask for best & final, giving you an opportunity to strengthen your proposal. Therefore, you should submit your best proposal based on the terms and condition set forth in this solicitation.

P. EVALUATION AND AWARD: We evaluate proposals using criteria shown in this solicitation. If we select your proposal for award, we will so notify you. Such notice will extend the proposal firm time until we sign an agreement or determine negotiations with you have failed. All decisions of IIT are final. You must be prepared for IIT to accept your proposal as submitted, but we may require agreement negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your proposal and revoke the award and begin negotiations with another vendor. Final agreement terms must be approved and signed by an authorized IIT official. If you begin any billable work prior to IIT’s final approval and execution of the agreement, you do so at your risk.

Q. RESERVATIONS: IIT, at its sole discretion, reserves the right to re-advertise; reject all proposals; to reject individual proposals for failure to meet any requirement; to award in part or total; and to waive minor defects and non-compliance. We may seek clarification of the proposal from you at any time, and failure to respond may be cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on you no right to an award or to a subsequent agreement. This process is for IIT’s benefit only and is to provide IIT with competitive information to assist in its selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor IIT.

R. VENDOR CONTACT: We will consider the person who signed your proposal to be your contact person for all matters pertaining to the proposal unless you designate some other person in writing.
S. **NON-DISCRIMINATION POLICY:** In compliance with all applicable federal and state laws and regulations IIT does not unlawfully discriminate in employment, contracts, or any other activity.

T. **COMPLETION OF SOLICITATION RESPONSE FORMS:** The Solicitation Response Requirements require responding to and submitting all requested information. By submitting a proposal, you are making an offer to perform in accordance with the terms and conditions of this RFP. IIT may accept your proposal as submitted or may propose a counter.

U. **CRITERIA FOR EVALUATION AND AWARD:** We generally evaluate three categories of information: Administrative Compliance, Vendor Responsibility, Responsiveness and Price, as more fully explained below:

1. **Administrative Compliance.** We will determine whether the proposal complied with the Instructions. We may reject a proposal if it is submitted late. Failure to meet other requirements could result in rejection.

2. **Vendor Responsibility.** We will determine whether the vendor submitting the proposal is one with whom we can and should do business. Factors that we employ to evaluate “responsibility” include, but are not limited to: certifications, conflict of interest disclosures, past performance, references (including those found outside the proposal), financial stability and the perceived ability to perform completely as specified.

3. **Responsiveness and Price.** For this RFP, we will determine Responsiveness as follows: We will rank proposals, without consideration of price, from best to least qualified based on our review. References may be considered again in this portion of the evaluation. We will determine whether any failure to supply information, or the quality of the information supplied, should result in the rejection or downgrading of a proposal. Vendors who do not rank sufficiently high need not be considered for price evaluation and award. The most “responsible” respondent whose proposal meets “administrative” requirements and whose proposal is most financially advantageous to IIT will be eligible for award.

IIT will evaluate responsiveness based on the following seven (7) criteria:

1. Ability to provide and service desired equipment
2. Quality of service and preventative maintenance plans/schedules
3. Provisions for the use of technology in managing/using laundry room
4. Other tangible factors affecting quality of service (i.e. active/passive programs)
5. Pricing and discount structure;
6. References; and
7. Participation by Minority/Women Owned Business Enterprises

Please note that notwithstanding the foregoing, if three or fewer proposals are received in response to this RFP, then IIT reserves the right to evaluate the proposals using simple comparative analysis of the elements of responsiveness and price.

For the avoidance of doubt, as part of Administrative Compliance and Vendor Responsibility, as appropriate, IIT will review and evaluate a Respondent's proposal for compliance with and ability to satisfy the following:

MBE/WBE AND EQUAL EMPLOYMENT OPPORTUNITY PLAN: The percentage of participation by Minority and/or Women Owned Business Enterprises must be stated in the Proposal and any participation claimed should be documented on Forms 100 and 100M. Participation is an evaluated criterion for selection. See Appendix A.

IIT CONDITIONS OF PURCHASE: See Appendix B
IIT INSURANCE REQUIREMENTS: See Appendix C
CERTIFICATE REGARDING DEBARMENT AND SUSPENSION: See Appendix D

**END OF INSTRUCTIONS**
SOLICITATION RESPONSE REQUIREMENTS

A. SUMMARY OF SUPPLIES AND SERVICES REQUIRED

Illinois Institute of Technology (IIT) is soliciting proposals from qualified companies to supply, install, maintain, and service commercial washers and dryers in the quantities and locations outlined in detailed requirements below.

B. IIT’S GOAL

IIT is a private, Ph.D.-granting university with programs in the sciences, mathematics, engineering, architecture, design, business and law. IIT has approximately 7,500 full-time and part-time, graduate and undergraduate students, which includes a significant international student population. IIT is also a major research institution, which annually receives significant sums of governmental and private research funding. We are looking for vendors who share our commitment to education, research and technology to help us meet our goals.

More information about IIT and its operation, mission and structure can be found on its Website – www.iit.edu, and respondents are encouraged to review this information before submitting their proposals.

C. DETAILED REQUIREMENTS

Residence and Greek Life is seeking proposals from qualified companies to supply, install, maintain, and service commercial washers and dryers for use of on-campus residents in two (2) apartment buildings, two (2) residence hall complexes, and two (2) sorority chapter houses on IIT’s main campus.

CURRENT CONDITIONS: Residence and Greek Life currently has 57 washing machines and 56 dryers under our existing Service and Maintenance Agreement and 2 washing machines and 2 dryers in the ASA sorority not currently under our existing Service and Maintenance Agreement. More information regarding the current location and quantities is below.

- **Current Brand/Model:**
  - Washer: Maytag Commercial Washer, Model: MAH22PRBWW0
  - Dryer: Maytag Commercial Dryer, Model: MDG22PRBWW0

- **McCormick Student Village** (25 washers and 24 dryers in 5 basement laundry rooms servicing approximately 900 residents housed in 6 connected buildings)
  - East Hall (6 washers and 6 dryers)
  - Fowler Hall (2 washers and 2 dryers)
  - Grad Hall (5 washers and 6 dryers)
  - Lewis Hall (5 washers and 5 dryers)
  - South Hall (6 washers and 6 dryers)

- **State Street Village** (19 washers and 19 dryers in 13 laundry rooms on various floors servicing approximately 360 residents housed in 3 similar 5-story buildings)
  - SSV North (6 washers and 6 dryers in 3 laundry rooms)
    - 2nd floor: 2 washers and 2 dryers
    - 3rd floor: 2 washers and 2 dryers
    - 4th floor: 2 washers and 2 dryers
  - SSV Middle (6 washers and 6 dryers in 3 laundry rooms)
    - 2nd floor: 2 washers and 2 dryers
    - 3rd floor: 2 washers and 2 dryers
    - 4th floor: 2 washers and 2 dryers
  - SSV South (7 washers and 7 dryers in 7 laundry rooms)
    - 2nd floor: 1 washer and 1 dryer
- **3rd** floor north side: 1 washer and 1 dryer
- **3rd** floor south side: 1 washer and 1 dryer
- **4th** floor north side: 1 washer and 1 dryer
- **4th** floor south side: 1 washer and 1 dryer
- **5th** floor north side: 1 washer and 1 dryer
- **5th** floor south side: 1 washer and 1 dryer

- **Carman Hall** (5 washers and 5 dryers in 1 basement laundry room, servicing approximately 175 residents in a 9 story apartment style building)
- **Gunsaulus Hall** (6 washers and 6 dryers in 1 basement laundry room, servicing approximately 230 residents in a 10 story apartment style building)
- **Kappa Phi Delta Sorority** (2 washers and 2 dryers in 1 basement laundry room, servicing approximately 30 women in a 3 story house)
- **Alpha Sigma Alpha Sorority** (2 washers and 2 dryers in 1 basement laundry room, servicing approximately 30 women in a 3 story house)
  - The ASA laundry is not currently included in our laundry contract and is self-managed by the women of the house. However, we plan to include this house in any future laundry service contracts.

**DESIRED CONDITIONS:**

- **Desired Brand/Model:**
  - **Washer**
    - Speed Queen Quantum (SFNWYASP113TN01) Front Load, Front Control with pump drain with stainless steel or white cabinet body, or equivalent
  - **Dryer**
    - Stacking (MSV): Speed Queen Quantum (SSGNYAGS113TN01) Gas Stack Dryer with stainless steel or white cabinet body, or equivalent
    - Single Load Dryer (All other buildings):
      - **Gas:** Speed Queen Quantum (SDNYAGS113TN01) Front Load Dryer with stainless steel or white cabinet body, or equivalent
      - **Electric (SSV):** Speed Queen Quantum (SDENYAGS173TN01) Front Load Dryer with stainless steel or white cabinet body, or equivalent

- **Cost of Laundry for Residents:**
  - Use of the laundry rooms is included in the cost of living on campus. As such, residents will not be required to pay for using laundry machines. At this time, we anticipate that access will be controlled at laundry room entrances rather than for individual machines.

- **Laundry Machine Quantities and Locations**
  - **McCormick Student Village**
    - Residence and Greek Life would like to consolidate the 5 current basement laundry rooms in MSV to one centrally located laundry room located on the 1st floor of the complex. Residence and Greek Life in cooperation with IIT Facilities will be responsible for completing all plumbing, electrical, flooring, painting, and construction work necessary to prepare the space for use as a laundry room.
    - This project is dependent on funding and may affect the quantity and type of machines required. Please see below:
      - Centralized Laundry Room (Dependent on funding and layout):
        - 25-30 washing machines
        - 24-30 dryers (12-15 stack dryer units)
      - 5 Existing Laundry Rooms (if renovation project is not approved)
        - 25 washing machines
        - 24 single load dryers
        - All machines installed in existing locations
- **State Street Village**: 19 washing machines and 19 electric dryers installed in existing locations.
- **Carman Hall**: 5 washing machines and 5 dryers installed in existing locations.
- **Gunsaulus Hall**: 6 washing machines and 6 dryers installed in existing locations.
- **Kappa Phi Delta**: 2 washing machines and 2 dryers installed in existing locations.
- **Alpha Sigma Alpha**: 2 washing machines and 2 dryers installed in existing locations.

**Laundry Room Status Monitoring and Service Reporting Technology**
- Internet (required) and/or App-Based (optional) monitoring of all laundry rooms so that residents and staff can easily monitor when machines are in-use/available/out-of-order; created, operated, updated, and maintained by Vendor.
- Internet (required), Telephone (required) and/or App-Based (optional) service request reporting and monitoring so that residents can easily and intuitively report service issues, receive updates on service status, and IIT staff can view service reports; created, operated, updated, and maintained by Vendor.
- Vendor shall provide permanent signage with information about Status Monitoring and Service Reporting Technology in all laundry rooms.

**Service and Maintenance**
- Service Technician to make regular scheduled visits to all laundry rooms, making proactive repairs and reporting issues as necessary
- Process all service requests within 24 hours
- Repair or make equipment operable within two (2) business days of service request
- Replace equipment that cannot be made operable within five (5) business days
- Provide compensation for damages to laundry resulting from equipment malfunctions within five (5) business days of service request
- Vendor will be responsible for all laundry equipment, including washing machine hoses and dryer vent lines between machine and exterior or main trunk vents.
- IIT Facilities will be responsible for standpipes, isolation valves, and exterior or main trunk vents. Housekeeping Staff will be responsible for general cleaning of laundry equipment and regular cleaning of dryer vent pipes between machine and exterior or main trunk vents.
- *Preventative Maintenance*: Basic preventative maintenance should be completed during regular scheduled visits. Annual/major preventative maintenance and deep cleaning by service technician shall occur yearly and be scheduled between the first day of July and the first day of August.
- If desired, Residence and Greek Life will be granted one (1) cycle per machine per month free of charge to test equipment performance.

**Operator Sponsored Programming**
- Although not an absolute requirement, Residence and Greek Life would like to see active and/or passive programming provided by the vendor at least twice yearly to promote education or social interaction about laundry.

**Installation and Dates of Service**
- Installation will be scheduled to occur between May 20, 2015 and July 15, 2015 in coordination with end of existing contract (and tentative construction of new laundry room in the MSV complex) in order to minimize service disruption.
- Service Agreement/Equipment Lease will be for five (5) years from the date of installation.
D. PROPOSAL

Proposals should include responses to all items outlined in “ Desired Conditions” above as well as the items listed below.

The RFP is intended to solicit your answers related to:

- Service commitment
  - Example of Regular Service Plan/Schedule
  - Detailed Outline of Preventative Maintenance Plan
  - Description and Example of Service Reporting and Status Monitoring Systems
  - Location of nearest Service Center or Service Technician
- Spec Sheets for all proposed appliance models
- Details of all applicable manufacturer and vendor warranties
- Pricing/Discount Structure
  - Explanation of yearly, monthly, and per load costs (as applicable)
- Terms of Lease for Equipment
- Information regarding Operator Sponsored Active/Passive Programming for students
- Information about additional services/amenities offered, with related costs (if applicable)
  - For example, folding tables, ironing boards, televisions, supply vending, etc.
- W/MBE Commitment

E. QUALIFICATIONS OF VENDORS

A respondent must submit the information below, so as to allow IIT to effectively evaluate its proposal. This information should be prepared on standard 8 ½ x 11 paper, bound on the left-hand side, with removable binding and with information printed on only one side. The font used should be 12 points or greater:

1. Title page containing:
   - RFQ subject:
   - Your firm’s name
   - Name, address, telephone number, facsimile number and, if available, e-mail address of the contact person. i.e., the person who will be responsible for the firm’s relationship with IIT
   - Date of your proposal submission
   - Indicate if your firm qualifies as a Minority and/or Women Owned Business Enterprise (Also see Appendix C)

2. Table of Contents

3. A Cover Letter, on your firm’s letter head, specifying the Services for which are submitting a proposal, a commitment to perform these Services in accordance with this RFP and a summary as to why the firm believes itself to be best qualified to perform the work, including a discussion of relevant prior experience in this area. The Cover Letter should also contain a statement that (i) all information provided in connection with your proposal is true and accurate as of the date of its submission, and (ii) if any of the information subsequently becomes (or is discovered to be) false or inaccurate, you will promptly so notify IIT.

4. A description of your firm’s ownership structure indicating whether it is a corporation, and if so if it is publicly traded and under what name; if the business is a partnership, LLC, or sole proprietorship identify which of these apply and provide the names of those entitled to receive 5% or more of the profits derived from the activities of the business.
5. References, which shall include no less that four references, two of whom shall be institutions of higher education. References must include the name and telephone number of a contact person at the referring entity.

6. Detail any and all criminal investigations or pertinent litigation against your firm or members of your firm, either pending or concluded within the past three years, including, but not limited to, debtor in bankruptcy, defendant in a lawsuit for deficient performance on a similar agreement, and defendant in any criminal action.

7. Provide brief resumes, including education, relevant experience and the role within your firm, of the individuals who would be assigned to work on IIT matters. Please include only those individuals who may actually work directly on IIT matters.

8. Provide a general description of your firm’s experience, including a summary of all services that are similar to those for which you are submitting a proposal that your firm or members of your firm have supplied to institutions of higher education within the prior three years.

9. Summarize your firm’s anti-discrimination, sexual harassment and affirmative action and equal opportunity policies. Summarize your firm’s female and minority employment practices, including whether any women or minorities would provide Services to IIT.

10. Identify any conflicts of interest that may arise as a result of your section under this RFP.

11. Discuss any other factors not mentioned above which you believe should be considered by IIT in its selection process.

F. SUBCONTRACTING/JOINT VENTURES
Subcontracting and joint ventures may be allowed at IIT’s sole discretion. All details of any proposed joint venture must be fully described including name of joint venture; names of owners; and percentages of ownership in the joint venture. Additionally, a copy of the joint venture agreement must be provided.

G. GENERAL AGREEMENT TERMS
In addition to all of the other terms and conditions set forth in this IFB, the following provisions apply:

1. Tentative Timeline:
   - Release RFP – 03/02/2015
   - Due Date & Time – 04/06/2015, 11:00 a.m. (CST)
   - Award — On or about 05/01/2015
   - Installation/Implementation – Between 5/20/2015 to 07/15/2015

2. Beginning and End Date of Initial Term
   The agreement for Services shall run from on or about 05/01/2015 (or as soon as IIT can complete the process associated with this RFP) with service beginning no later than 07/16/2015 through and including 07/15/2020 or five (5) years from date of installation.

3. Renewal
   Service may be renewed or extended if mutually agreed upon by IIT and Service Provider. Terms of renewal or extension shall be included in the initial agreement.

4. Early Termination
   IIT reserves the rights to terminate this agreement without cause and without penalty or further payment being required upon 60 days prior written notice. Upon exercise of this right, IIT shall pay for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.
PROPOSAL FORM

PROJECT: Residential Laundry Service and Maintenance 2015-2020
Request for Proposals (“RFP”)

PROPOSAL TO:
IIT Residence and Greek Life
3241 S. Wabash Ave.
Chicago, IL 60616
ATTN: Joshua O. Marjenka

PROPOSALS DUE: 04/06/2015, 11:00 a.m. (Central Time)

The Undersigned:
1. Acknowledges receipt of the following Proposal Documents:
   a. Instructions to Respondents,
   b. Solicitation Response Requirements, and
   c. Proposal Form
   d. Appendix A MBE/WBE PLAN AND EEO PLAN
   e. Form 100
   f. Form 100M MBE/WBE AWARD VERIFICATION
   g. Appendix B IIT CONDITIONS OF PURCHASE
   h. Appendix C IIT INSURANCE REQUIREMENTS
   i. Appendix D DEBARMENT AND SUSPENSION
   j. Additional Appendixes as listed here:

2. Attests to reviewing and understanding the Proposal Documents and to familiarity with all work stipulated in the Proposal Documents and agrees to hold this proposal open for xx days after the due date.

3. Represents and warrants that he/she has the power and authority to bind the Respondent to enter into and execute an agreement, if awarded, on the basis of the terms and provisions in this RFP and this Proposal.

4. Acknowledges receipt of any addendums issued to the RFP as follows:

   (Enter addendums acknowledged here)

Authorized signature in affirmation of the statements and Proposal pricing which can be found on page(s) of this proposal as shown below:

(Enter pages showing proposal pricing here)

___________________________________  ___________________________________
(Name of Corporation)                  (Authorized Signature)

___________________________________  ___________________________________
(Print Name and Title)                  (Date)

Note: Proposal Form must be completed and accompany proposal.
The following constitutes the MBE/WBE and Equal Employment Opportunity Plan (the "Plan") which shall govern the activities of the Contractor and Subcontractors engaged to perform Work on Illinois Institute of Technology Projects (the “Project”). Each Contractor or Subcontractor who agrees to perform Work or services and supply materials for the Project shall be deemed to have agreed to the terms of this Plan and this Plan shall be deemed incorporated into any Contract for labor or materials for the Project, as is fully set forth therein.

I. DEFINITIONS

As used in this Plan, the following terms shall have the following meanings indicated:

A. "Minority" means a person who is a citizen or lawful resident of the United States and who is Black; Hispanic; Asian-American and Pacific Islander; American Indian or Alaskan native.

B. "Minority Business Enterprise" ("MBE") means a business that is Owned and Controlled (as herein defined) by one or more Minority persons.

C. "Women Business Enterprise" ("WBE") means a business that is Owned and Controlled by one or more women.

D. "Owned" means a business which is (1) a sole proprietorship legitimately Owned by a Minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are Owned by Minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests are Owned by Minority persons or women.

E. "Controlled" shall be determined by considering the degree to which Minority group members or women participate in direction and management of this partnership, corporation, joint venture or other entity, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets and profits of the business.

F. "Eligible MBE or WBE Firm" includes any qualified Contractor or Subcontractor providing labor, services, products or materials for the Project who has been certified by one of the agencies or programs listed below:
City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC), Chicago Minority Business Development Council (CMBDC), State of Illinois - Department of Transportation (IDOT), Small Business Administration (SBA-8A), and the Women’s Business Development Center.

G. "Contractor" means any person who has a Contract with Illinois Institute of Technology, providing labor, services, products and materials for the Project.

H. "Subcontractor" means any person who has such a Contract with a Contractor or with a Subcontractor providing labor, services, products and materials for the Project.

I. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise in which they may combine their property, capital, efforts, skills and/or knowledge. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between a MBE and/or WBE firm and a non-MBE/WBE firm.

A Joint Venture is eligible if, and only if, all of the following requirements are satisfied:

- The MBE and/or WBE venturer(s) share in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the Joint Venture in proportion with the MBE and/or WBE ownership percentage; and

- The MBE and/or WBE venturer(s) are responsible for a clearly defined portion of the work to be performed in proportion with the MBE and/or WBE ownership.

J. “Area of Specialty” means the description of a MBE or WBE firm’s business which has been determined by the M/WBE certifying agency to be most reflective of the MBE or WBE firm’s claimed specialty of expertise. Each MBE and WBE letter of certification contains a description of their Area of Specialty. Credit toward this contract’s MBE or WBE participation goal shall be limited to the participation of firms performing within their Area of Specialty.

K. “Commercially Useful Function” means that a contractor is responsible for execution of a distinct element of work and carries out its responsibilities by actually performing, managing and supervising the work involved.

II. STATEMENT OF INTENT AND PROGRAM IMPLEMENTATION
The Contractor recognizes its obligations to establish and implement aggressive equal employment opportunity programs and appropriate MBE/WBE programs to ensure full participation of minorities and females in this Project. The Contractor also recognizes that minority and female participation in the construction industry has, at times in the past, been found to be significantly below their representation in the general work force in the City of Chicago. In order to assure that minorities and females fully participate in this Project, Contractor agrees to the obligations described below and to designate a Plan Officer who will act on its behalf to fulfill its responsibilities thereunder.

Failure to effectively implement the Plan shall be deemed to be a default under the Contract.

III. M/WBE CONTRACTING & PROCUREMENT

A. Contractor shall make good faith efforts to actively solicit and achieve the participation of M/WBE firms in the contracting and procurement process and to identify and use eligible M/WBE firms for any Work that may be subcontracted by it and material or supplies purchased by it, whenever possible.

B. The goal for MBE utilization is a minimum of 25% of the aggregate dollar value of the contract, including all changes to the Contract. The goal for WBE utilization is a minimum of 5% of the aggregate dollar amount of the Contract, including all changes to the Contract.

C. Contractor shall maintain a documented record of all contacts with M/WBE firms and M/WBE trade associations, and of all bid solicitations and the results thereof. Such documentation shall be available to IIT upon request.

D. Where economically and technically feasible, Contractor shall award contracts to M/WBE firms as a result of competitive bidding processes or negotiations limited to M/WBE firms.

E. Where economically and technically feasible, Contractor shall divide the Work to be contracted into smaller portions to permit greater participation by M/WBE firms. In the preparation of bid packages, Contractor shall carefully analyze and evaluate the requirements for goods and services to identify those which may be assembled into bid packages of a size and scope within the ability of the greatest number of M/WBE firms to provide and perform.

F. Where appropriate, Contractor shall provide technical assistance to M/WBE firms in the bidding, estimating and scheduling processes.

IV. EQUAL EMPLOYMENT OPPORTUNITY
A. Contractor shall not discriminate against employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin, or disability not affecting ability to perform. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin. Such action shall include, but not be limited to the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for and quality of training, including apprenticeship.

B. Contractor shall comply, at its own expense, with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the terms and conditions of employment of any person who is employed in connection with the Project including, without limitation, the applicable provisions of the Fair Labor Standards Act, the Fair Employment’s Practices Law and the Equal Pay Act.

C. In an effort to ensure equal minority and female employment opportunities on the Project, the Contractor shall use good faith efforts to achieve at least 25% minority participation and 7% female participation in employment on the Project. These goals are expressed in percentages of the aggregate hours of Work performed at the Project. While the Contractor must use good faith efforts to achieve the above-stated participation, nothing herein shall be construed as requiring the Contractor to hire persons who are not qualified to perform the Work for which they are hired. Achievement of the goals in each work force and trade category shall be based upon an evaluation of the availability of qualified minority and female workers in each trade category and the extent of documented good faith efforts to achieve the goals.

D. In an effort to ensure that maximum employment opportunities exist for persons who reside in the areas that surround this university, the Contractor shall use good faith efforts to hire at least one community resident to be employed on the Project. This goal also pertains to each subcontractor performing work on the Project. While the Contractor must use good faith efforts to achieve the above stated participation, nothing herein shall be construed as requiring the Contractor to hire persons who are not qualified to perform the work for which they are hired. For the purpose of clarification, local residents are those whose home address is located within the following zip codes: 60616, 60609, 60615, 60653, 60605.

E. Contractor shall make oral and written notifications to labor unions or representatives of workers with which it has a collective bargaining agreement, or understanding of its equal employment obligations, requesting their cooperation and assistance in the referral of qualified minority and female workers. Copies of such notice and requests shall be delivered to IIT.

F. IIT will be actively assisting the contractor by providing lists of certified contractors, sponsoring outreach conferences, and attending meetings to facilitate relationships between M/WBE and non-M/WBE firms. Contractor shall utilize resource organizations identified by IIT for referral of minorities, females, local residents and other resource organizations as may be available.
G. Contractor shall monitor utilization of minority and female workers in its own work force and the work force of its Subcontractors and, when underutilization is evident, take or request that immediate, corrective action be taken to achieve the appropriate levels of participation to ensure equal employment opportunity.

H. When underutilization continues for an extended period of time, IIT will convene a meeting with Contractor and, if required, Contractor shall convene a meeting with Subcontractors not in compliance for the purpose of reviewing their equal employment efforts and all supporting documentation. During the meeting, an agreed upon action to achieve the goals shall be established.

V. ADMINISTRATION AND MONITORING

Contractor's obligation under this Plan is to make good faith efforts to comply with all provisions and to meet all goals set forth herein or otherwise agreed upon. Contractor agrees that the Plan shall be administered in the following manner:

A. Prior to the award of a Contract to any Subcontractor, the Contractor shall be required to submit documentation, provided by the Subcontractor, verifying its good faith efforts via a detailed plan for actual utilization of M/WBE firms in an amount equal to or greater than the commitments or goals incorporated into this Plan.

B. Contractor agrees that these equal employment and MBE/WBE utilization provisions are to be inserted into each contract for any of the Work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing or causing Subcontractors to enforce such provisions. The Contractor will report such enforcement efforts to IIT as often as may be required by IIT.

C. Contractor agrees that it will meet with a representative of each subcontractor to review the specific requirements of the Plan, including reporting procedures and documentation, and obtain written acknowledgment from the subcontractor with respect to each such requirement.

D. Contractor agrees that it shall maintain and make available to IIT documentation regarding M/WBE utilization and the employment of minorities, and females and persons residing in the aforementioned zip codes. Documentation shall contain, at a minimum, names and addresses of M/WBE subcontractors and suppliers, evidence of certification by one of the authorized agencies or programs, the actual dollar amount of the contract awards or purchase agreements, affidavits confirming M/WBE participation, and actual numbers and percentage of hours worked by minorities, females and local residents. Documentation shall be maintained in such form as to permit a determination that good faith efforts have been made to achieve the goals of the Plan. After an initial presentation of Contractor's proposed Plan, reports summarizing this information shall be submitted to IIT on a monthly basis. Failure to submit the required reports will result in withholding of payment to Contractor or any Subcontractors failing to report.
Referrals of eligible M/WBE firms may be made by IIT or other parties from time to time. These referrals shall not be deemed to be a recommendation by IIT to utilize any such firms or a representation or warranty that such firms are qualified to perform any work associated with the Project. Referrals are solely for the convenience of Contractor and any decision by Contractor to utilize any firms so referred shall be the sole decision of Contractor without participation by IIT. Contractor acknowledges that IIT shall have no responsibility for Contractor's decisions regarding M/WBE utilization.

VI. COUNTING MBE/WBE PARTICIPATION TOWARDS CONTRACT GOALS

MBE/WBE participation shall be counted toward meeting Affirmative Action Goals set in accordance with this contract as follows:

A. Once a firm is determined to be an eligible MBE/WBE in accordance with these rules, the total dollar value of the contract awarded to the MBE/WBE is counted toward the applicable MBE/WBE goals.

B. A Contractor may count towards its MBE/WBE goals a portion of the total dollar value of a contract with a joint venture eligible under the standards of the definition of a joint venture equal to the percentage of the ownership and controls of the MBE/WBE partner in the joint venture.

C. A Contractor may count toward its MBE/WBE goals only expenditures to MBEs/WBEs that perform a commercially useful function in the work of a contract as defined in Section I, Definitions. To determine whether an MBE/WBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

D. Consistent with normal industry practices, an MBE/WBE may enter into subcontracts. If an MBE/WBE Contractor subcontracts a significantly greater portion of work than would be expected on the basis of normal industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to IIT.

E. A Contractor may count toward its MBE/WBE goals, expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBEs/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies.

VII. RECORD KEEPING

A. The Contractor shall, no later than thirty (30) days after the approval of the M/WBE Utilization Plan, execute formal contracts or purchase orders with those MBEs and WBEs included in its approved MBE/WBE Utilization Plan.
B. The Contractor shall file monthly manpower reports in a form and format approved by IIT. This report will also include manpower reports of any subcontractors. Contractor shall present corrective plans to overcome any present or projected shortfalls in Minority, Women and resident employment.

C. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs.

VIII. NON-COMPLIANCE

Failure to comply with the MBE/WBE requirements of this contract or failure to use MBEs and WBEs as stated in the Form 100 - M/WBE Utilization Plan constitutes a material breach of the Contract, and may lead to the suspension or termination of this Contract in part or in whole. Monthly progress payments will be withheld until corrective action is taken.

IX. MBE AND WBE CONTRACTOR ASSISTANCE

Contractors must themselves assist MBEs and WBEs in overcoming barriers to program participation. The following methods may be appropriate:

A. Develop solicitations of subcontract bids so as to increase potential MBE and WBE participation. This can take the form of breaking down large subcontracts into smaller ones, and by issuing notice of solicitations in a timely manner;

B. Provide technical assistance and guidance in bid clarifications, estimating and scheduling process;

C. Purchase supplies and/or lease the required equipment for a job;

D. Provide accelerated payments or establish pro-rated payment and delivery schedules so as to minimize cash flow problems faced by smaller firms;

E. Consider alternative Subcontractor bonding requirements i.e. allowing incremental bonding.

F. Conduct a pre-bid conference for potential Subcontractors.
X. CONTRACTOR ASSISTANCE AGENCIES

The following Minority and Women Business Enterprise assistance agencies and elected officials should be contacted to identify certified contractors:

**Agencies**

**Black Contractors United (BCU)**
11906 S. Michigan Avenue
Chicago, IL 60628
Attn: Carl L. Bibbs
Phone: (773) 483-4000 or 708-389-5730
Fax: (773) 483-4150 or 708-389-5735
Email: bcunewera@att.net; info@blackcontractorsunited.com
Website: http://www.blackcontractorsunited.com

**Chatham Business Association**
8441 S. Cottage Grove
Chicago, IL 60619
Phone: (773) 994-5006
Fax: 773-994-9871
Email: admin@cbaworks.org

**Chicago Urban League**
4510 S Michigan Avenue
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Website: http://www.thechicagourbanleague.org

**Chicago Women In Trades**
2444 W. 16th Street, Suite 3E
Chicago, IL 60608
Attn: Jayne Vellinga, Executive Director
Phone: (312) 942-1444
Fax: (312) 942-1599
Email: cwitinfo@cwit2.org
Website: http://www.chicagowomenintrades.org

**Chicago Minority Business Development Council (CMBDC)**
11 S. LaSalle Street, #850
Chicago, Illinois 60603
Attn: Tracy Smith
(312) 263-0105

**Directory of Certified, Disadvantage Minority and Women Business Enterprise**
Department of Procurement Services
Certification and Compliance Division
121 North LaSalle Street Room 403
Chicago, IL 60602
312-744-4900
supplierdiversity@cityofchicago.org

**Cosmopolitan Chamber of Commerce**
30 East Adams
Chicago, IL 60603
Attn: Carnice Carey, Executive Director
Phone: (312) 499-0611
Fax: (312) 701-0095
Email: ccarey@cosmochamber.org
Website: http://www.cosmococ.org

**Federation of Women Contractors**
5650 S. Archer Avenue
Chicago, IL 60638
Attn: Beth Doria
Phone: (312) 360-1122
Email: fwcchicago@aol.com
Website: http://www.fwcchicago.com/

**Hispanic American Construction Industry Association**
901 W. Jackson Blvd., Suite 205
Chicago, IL 60607
Attn: Jorge Perez, Executive Director
Phone: (312) 666-5910
Fax: (312) 666-5692
Email: iperez@haciaworks.org; info@haciaworks.org
Website: http://www.haciaworks.org

**Women’s Business Development Center**
8 S. Michigan Ave., #400
Chicago, Illinois 60603
Phone: (312) 853-3477
Fax: 312.853.0145
Email: wbdc@wbdc.org
Website: https://www.wbdc.org/
Elected Officials

U.S. Congressman Bobby Rush (1st District)
District Office:
700 East 79th Street
Chicago, IL 60619-3102
Phone: (773) 224-6500
Fax: (773) 224-9624
Website: http://rush.house.gov/

U.S. Congressman Danny Davis (7th District)
District Office:
2746 West Madison Street
Chicago, Illinois 60612
Phone: (773) 533-7520
Fax: (773) 533-7530
Website: http://www.davis.house.gov/

State Senator Mattie Hunter (3rd District)
District Office:
2929 S. Wabash Avenue, Suite 102
Chicago, IL 60616
Phone: (312) 949-1908
Fax: (312) 949-1958
Website: http://www.senatorhunter.com

State Senator Kwame Raoul (13th District)
1509 E. 53rd Street
2nd Floor
Chicago, IL 60615
Phone: (773) 363-1996
Fax: (773) 681-7166
Website: http://www.illinoissenatedemocrats.com/index.php/SEN-raoul-home

State Representative Ken Dunkin (5th District)
1534 N. Wells
Chicago, IL 60610
Phone: (312) 266-0340
Fax: (312) 266-0699
Email: info@repkendunkin.com
Website: http://www.repkendunkin.com/

State Representative Esther Golar (6th District)
4926 South Ashland
Chicago, IL 60609
Phone: (773) 925-6580
Fax: (773) 925-6584
Website: http://www.housedem.state.il.us/members/golare/
XI.  **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to Prime Contractor and subcontractor obligations.
FORM 100M
Illinois Institute of Technology
Chicago, Illinois
MBE/WBE AWARD VERIFICATION
(To be Completed by MBE/WBE Firm)

Company: ______________________________________ MBE( ) WBE( )

Address: ______________________________________

_______________________________________

________________________________________

Telephone: __________________________________

Contact Person: _______________________________

Our Firm: (Check One) ( ) has provided;
          ( ) is providing;
          ( ) is committed to provide;

The materials or services listed below in conjunction with the construction of the project,
Chicago, Illinois.

<table>
<thead>
<tr>
<th>Scope of Work or Materials Provided</th>
<th>Value of Contract or Purchase Order</th>
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We have signed a contract or purchase order: ( ) Yes ( ) No

Name of prime contractor: ____________________________________________

I affirm that the representations contained in this statement are true and no material facts
have been omitted.
Signed:

_____________________________________________
Name

_____________________________________________
Title

_____________________________________________
Date
WE PROPOSE TO AWARD SUBCONTRACTORS AND SUPPLY PURCHASES AS DESCRIBED HEREAFTER:

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<th>Trade</th>
<th>Description of Work</th>
<th>Furnish</th>
<th>Install</th>
<th>Firm Name and Address</th>
<th>Certification Agency**</th>
<th>M.B.E.</th>
<th>W.B.E.</th>
<th>Amount ($)</th>
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SUMMARY OF AWARDS

**ATTACH COPIES OF CERTIFICATES

CONTRACT VALUE=

M.B.E. ($)

M.B.E. (%)

W.B.E. ($)

W.B.E. (%)

SIGNED:

TITLE:

DATE:
1. Please send acceptance of this order at once and give date of shipment.

2. Address all communications to the Purchasing Department and refer to the IIT purchase order number. No changes or additions may be made unless duly authorized by the Purchasing Department. Render invoice in duplicate, immediately after shipment of any part of order. The discount period shall be calculated from the date of receipt of an accurate invoice or receipt of material, whichever is later.

3. In cases where no price is shown hereon, this order shall not be filled at higher prices than last invoiced or quoted without consent of buyer. No charges will be allowed for packing or cartage unless designated hereon.

4. Right is reserved to cancel all or any part of this order if delivery is not made when and as specified or if seller fails to observe or comply with any of the other instructions, terms or conditions applicable to this order.

5. Seller covenants to save buyer harmless from any and all claims of infringement that may be made on account of the buyer possessing, selling or using the herein purchased materials.

6. In addition to any implied warranties, seller warrants the goods furnished will conform to the specifications, drawings and descriptions listed herein, and to the sample or samples furnished by the seller if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

7. Prior to delivery, seller shall notify buyer of every article ordered which may contain toxic or hazardous materials. In addition, seller shall provide the Purchasing Department, either prior to or no later than the time of delivery, with a Material Safety Data Sheet (MSDS) for each item. These sheets must contain information regarding the composition of the material, physical data, health hazard data and safety and emergency procedures for handling such material.

8. If this purchase order is for services to be rendered, or contract work, it is understood that the seller is acting as an independent contractor and is not an agent or employee of the University. The seller agrees to indemnify and protect the University from and against any and all claims, damages, costs, expenses and liabilities for or on account of bodily injuries or property damage including worker's compensation, in any way caused by or arising out of work done under this agreement. Seller shall have appropriate liability insurance coverage as determined by the University, as set forth on the face of this order or in the contract between the University and the seller, and shall provide the Purchasing Department with certificates of insurance upon request.

**COMPLIANCE WITH LAWS AND REGULATIONS: NON-Discrimination; EQUAL OPPORTUNITY; AFFIRMATIVE ACTION; AND NON-POLLUTION**

a) The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor, issued pursuant to Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967.

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under the non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency, and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding.
Appendix B

upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition, if this contract exceeds $50,000.00 and the contractor has 50 or more employees, the contractor agrees as follows:

(i) To file on or before May 31 of each year, or within 30 days of accepting this contract or order, if not presently filed, Standard Form 100 (EEQ-1); and

(ii) To develop and maintain an affirmative action program, if it has not done so already, for each of its establishments within 120 days from commencement of this contract and/or purchase order pursuant to Order No. 4 as revised.

(b) The Contractor hereby certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and it will obtain similar certification, prior to award of any non-exempt subcontract approved hereunder.

(c) During the performance of this contract, Contractor agrees to comply with all applicable provisions of Section 503, Title V, of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as the same may be from time to time amended, together with all applicable regulations there under.

(d) During the performance of this contract, the Contractor agrees to comply with all applicable provisions of Section 503 of the Rehabilitation Act of 1973 (Public Law 93-5161) as the same may be from time to time amended, together with all applicable regulations there under.

(e) Contractor further agrees that to the extent the same may be accomplished consistent with the efficient performance of this contract, Contractor shall make a good faith effort to award any approved subcontracts under this agreement to "labor surplus area concerns", "small business concerns" and "minority business enterprises" as such terms are defined under applicable federal laws, rules, and regulations; and such effort by Contractor may be a condition of University's approval of any such subcontract.

(f) During the performance of this contract, Contractor agrees to comply with all applicable provisions of the Clean Air Act of 1970, as the same may be from time to time amended, together with all applicable regulations there under.

(g) During the performance of this contract, Contractor agrees to comply with all applicable provisions of the Federal Water Pollution Control Act, as the same may be from time to time amended, together with all applicable regulations there under.

(h) Where the product is or includes in any way computer software, hardware or programs or telecommunication systems or equipment, the Contractor warrants that each product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries (including, but not limited to, between the dates 12/31/1999 and 01/01/2000 and leap year calculations) when used in accordance with the product documentation provided by the Contractor, with the date field contiguous e.g., "mm/dd/yyyy" and year (yyyy) date specified as four characters. If the contract requires that the products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. Notwithstanding any provision to the contrary in the contractor's standard warranty provisions or any other provision in or applicable to this contract, the remedies available under this Year 2000 Warranty shall include repair or replacement of any non-compliant product. Nothing in this warranty shall be construed to limit, any rights or remedies under this contract with respect to defects other than Year 2000 performance.
SUBJECT: CERTIFICATES OF INSURANCE

Dear Contractor:

No work is permitted on IIT’s sites without insurance coverage acceptable to IIT. Unless bid documents require higher coverage or are otherwise agreed to and approved by IIT’s General Counsel, the following is IIT’s standard insurance requirement that must be in place prior to any work on IIT sites:

Insurance. At its sole cost and at all times during the Term of this Agreement, Company shall procure and maintain in full force and effect the following insurance: a) commercial general liability insurance with limits not less than $2,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; b) property insurance insuring the full replacement cost of all equipment, real and/or personal property owned or used by Company in connection with the Project, if any, with limits of not less than $2,000,000; and c) Worker’s compensation insurance in an amount not less than the required statutory limits and including employer’s liability insurance with limits of not less than $500,000 per occurrence. All such coverages shall be primary and not contributory. The form of all such policies and deductibles thereunder shall be issued by insurers with an A.M. Best rating of “A- VIII”.

If the third party is using a vehicle to perform services for the University, comprehensive automobile liability for all owned, non-owned and hired vehicles with bodily injury limits of no less than $1,000,000 per person, $1,000,000 per accident; and property damage limits of no less than $1,000,000 per accident.

In addition, the policies shall name Illinois Institute of Technology and any other parties reasonably designated by IIT as additional insureds and shall require at least 30 days’ prior written notice to the additional insured(s) of termination or modification. Upon execution of this Agreement and within 10 days before the expiration of each such policy, the Company shall deliver to the other party certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

To be clear: Certificates of Insurance, in their Description Section, must clearly state that:

“Illinois Institute of Technology is named as an additional insured with respect to General Liability. All such coverage shall be primary and not contributory and shall contain a waiver of any rights of subrogation thereunder. The additional insured shall receive at least thirty (30) days’ prior written notice of termination or modification.”

Certificates received without this language will be rejected.

Certificates Holder should be listed as: Illinois Institute of Technology and address should be shown as: Main Building, Room 201; 3300 S. Federal Street; Chicago, IL 60616

Rev. 01/14/08
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Company’s name) certifies to the best of our knowledge and belief that it and its principles are not listed on The Excluded Party List System maintained by the General Services Administration (GSA) at the World Wide Web site: System for Award Management (SAM)


__________________________________________  
(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.