Illinois Institute of Technology (IIT)
REQUEST FOR PROPOSALS: CENTRALIZED DI WATER SYSTEM

TO: Potential Respondents
FROM: Stephen Pepper - Contracts Manager
DATE: April 24, 2020
SUBJECT: IIT Mies Campus
Water Treatment Equipment & Service Request for Proposals ("RFP")

Illinois Institute of Technology ("IIT") is soliciting proposals from responsible Water Treatment vendors to provide equipment and an annual service agreement for centralized DI system at the Illinois Institute of Technology’s Incubator Building. A brief description of the services sought is set forth below. 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 – web.iit.edu and https://web.iit.edu/about/quick-facts and respondents are encouraged to review this information before submitting their proposals.

Brief Description:
IIT is seeking proposals from all qualified vendors to provide provide equipment and an annual service agreement for centralized DI system at the Illinois Institute of Technology’s Incubator Building

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, will provide dates, locations and other information specific to this solicitation.

2) “Proposal Form.” This Form requires a signature of an authorized representative of the respondent and the respondent’s proposal for providing the Services and acknowledges receipt of all Proposal Documents. Proposals must contain this completed Form. Proposal form includes Form 100 MBE/WBE supplier/subcontractor utilization, Form 100M MBE/WBE award verification form (if applicable), Certification regarding debarment, suspension, etc. Forms require a signature of an authorized representative of the respondent and the respondent’s proposal for providing the Services. Proposals must contain all applicable forms completed.

3) “Pricing Worksheet.” This Form requires a signature of an authorized representative of the respondent and the respondent’s proposal for providing the Services. Proposals must contain a completed pricing worksheet in the manor of your choosing.

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:
Stephen Pepper
Contracts Manager
Illinois Institute of Technology
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL 60616
spepper@iit.edu

B. DUE DATE & TIME FOR SUBMISSION AND OPENING:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date / Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>Friday, April 24, 2020</td>
</tr>
<tr>
<td>Vendor Questions Due Date</td>
<td>Monday, May 4, 2020, before 5pm CST</td>
</tr>
<tr>
<td>Response to Vendor Questions</td>
<td>Monday, May 11, 2020, before 5pm CST</td>
</tr>
<tr>
<td>Distributed</td>
<td></td>
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<tr>
<td>Emailed Proposal Submission Due</td>
<td>Monday, May 18, 2020, before 5pm CST</td>
</tr>
<tr>
<td>Date</td>
<td></td>
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<tr>
<td>Target RFP Award Date</td>
<td>Friday, May 22, 2020, before 5pm CST</td>
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</tbody>
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C. NUMBER OF COPIES: Submit one signed electronic copy of the complete proposal. Contractor may also submit one (hard copy) signed original complete proposal. Submit original proposal in a sealed container with name of company clearly identified on the exterior and the words Water Treatment Equipment & Service 2020. Send electronic copy of the proposal via email. Email subject shall be as follows: Contractor Name - Water Treatment Equipment & Service 2020. Electronic copy to include the completed Microsoft Excel version of pricing exhibit worksheet(s).

D. PROPOSAL FIRM TIME: 90 Days from Opening Bids

E. PROJECT CONTACT:
Illinois Institute of Technology
Stephen Pepper
Contracts Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL 60616
spepper@iit.edu

F. SUBMISSION OF PROPOSAL: You must submit your proposal electrically, including any forms, exhibits and amendments. You may also mail or hand-deliver a proposal, including any forms, exhibits and amendments. 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.

G. 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.
H. 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.

I. QUESTIONS: Please direct all questions (and requests for ADA accommodations) to the Project Contact (see E above). Questions received later than May 4th, 2020 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 conditions 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 criteria:

1. Experience with a University setting;
2. Number of technicians on staff qualified to service proposed system;
3. Pricing and discount structure;
4. References; and
5. 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, full completion of and/or ability to satisfy of the following:

MBE/WBE AND EQUAL EMPLOYMENT OPPORTUNITY PLAN (attached): 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.

IIT CONDITIONS OF PURCHASE: See Appendix A (attached)
IIT INSURANCE REQUIREMENTS: See Appendix B (attached)
CERTIFICATE REGARDING DEBARMENT AND SUSPENSION: See Appendix C (attached)
IIT SERVICE AGREEMENT: See Appendix E (attached)
SCOPE OF SERVICES, including equipment lists and schedule: See Exhibit A (attached)
END OF INSTRUCTIONS
PROPOSAL FORM

PROJECT: Water Treatment Equipment & Service Agreement Request for Proposals

PROPOSAL TO: Stephen Pepper, Contracts Manager
                Facilities Maintenance Management
                100 West 33rd Street
                Chicago, IL 60616

PROPOSALS DUE: May 18th, 2020 before 5pm CST

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

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 90 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)
Exhibit A

The Illinois Institute of Technology has a centralized DI system that used to service 4 research labs located in the same building as the system. The water is disturbed via structured plumbing that is already in place.

The scope of work is to include all equipment necessary to provide lab grade DI water, along with a service agreement for the testing and maintenance of the system. The current system is being serviced with 1.2CF Cat/Anion Tanks with a variable daily usage.

The quoted cost should include all labor, parts, testing, trip charges, fuels charges, fees, etc. necessary to maintain the system at the installed recommended service intervals or monitoring equipment suitable for easy reference if recommendation is an “on-call” service schedule.

The system must be able to fit into the area provided, an approximate floor plan is provided. Please see Exhibit A - Page 2.

Once the new system is installed, a brief training must be provided to the University's building engineers, so that they can understand the equipment and be able to quickly identify issues that may require a service call.

Please provide the following prices and rates that stand external to the quoted service cost:

- Replacement Parts
  - Hourly Rates of each technician type (if applicable)
  - Overtime/Double time Rates of each technician type (if applicable)
- Testing / Water Quality Report
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.

**Appendix A**

**THESE ARE ILLINOIS INSTITUTE OF TECHNOLOGY’S CONDITIONS OF PURCHASE**

**PLEASE READ CAREFULLY**

1. 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; layoff or termination; 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 the 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.
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 93-516) 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: VENDOR PAYMENT TERMS, FOB POINT, AND FREIGHT

Invoice Payment Terms - Illinois Institute of Technology's (Illinois Tech) purchase orders are issued under payment terms of: **Net forty-five days (N/45) from date of receipt of an accurate invoice.** Acceptance of Illinois Tech's purchase order confirms acceptance of these terms.

PLEASE NOTE: ANY VARIANCE FROM ILLINOIS TECH'S STANDARD PAYMENT TERMS MUST BE REQUESTED THROUGH AND APPROVED BY ILLINOIS TECH'S PROCUREMENT SERVICES.

Vendors can expedite payment of invoices and bills by examining all purchase orders issued by Illinois Tech to assure that pricing and terms match each specific transaction. Contact the Illinois Tech Procurement Services prior to shipping goods or performing services if the Illinois Tech Purchase Order does not agree with the vendor offer. Address all communications to Procurement Services and refer to the Illinois Tech purchase order number. No changes or additions may be made unless duly authorized by Procurement Services. Provide invoice to Procurement Services Accounts Payable in duplicate, immediately after shipment of any part of order. The discount period shall be calculated from the date of Illinois Tech Accounts Payable's receipt of an accurate invoice or acceptance of material, whichever is later.

The university's purchasing procedure requires the issuance of official Illinois Tech's purchase orders for most acquisitions of products and services. Purchase orders are always presented to vendors via email and all purchase order numbers begin with the letter “P” followed by seven digits.

Invitations submitted for payment must show the university's official purchase order number to be processed. **All invoices and statements should be sent directly to:**

**ILLINOIS INSTITUTE OF TECHNOLOGY**
Accounts Payable Department
3424 S. State Street, TC-4
Chicago, Illinois 60616

The university’s shipping and handling terms are:

**F.O.B. Delivered; freight prepaid and added to invoice.**

Any different F.O.B. points and freight payment arrangements are accepted only if specifically agreed to beforehand and accepted as indicated on the official Illinois Tech purchase order. **C.O.D and Freight Collect terms are not allowed.**

Rev. 1/23/2019
SUBJECT: CERTIFICATES OF INSURANCE

Dear Contractor:

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

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.”

Certificates received without this language will be rejected.

Certificates Holder should be listed as: Illinois Institute of Technology and address should be shown as: 10 W. 35th Street, Chicago, IL 60616

Yours truly,

Snow Rutkowske
Director, Procurement Services
312.567.3677
srutkowske@iit.edu

Rev. 01/04/19
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:

https://www.sam.gov/SAM/

This World Wide Web site is provided as a public service by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _______________________________________________________ CERTIFIES

(Company name)


__________________________________________________________________________________

(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.

IIT (11/18)
Appendix D

ILLINOIS INSTITUTE OF TECHNOLOGY
MBE/WBE PLAN AND
EQUAL EMPLOYMENT OPPORTUNITY PLAN

The following constitutes the MBE/WBE and Equal Employment Opportunity Plan (the "Plan") which shall govern the activities of the Contractors, Subcontractors and Vendors engaged to perform Work at Illinois Institute of Technology. Each Contractor, Subcontractor or Vendor who agrees to perform work, services and supply materials to the institution shall be deemed to have agreed to the terms of this Plan and this Plan shall be deemed incorporated into any Contract for services, 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, Subcontractor or Vendor providing services, products or materials for the institution, 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.

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 procurement of supplies or materials, 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.
IV. 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. Contractor agrees that it shall maintain and make available to IIT documentation regarding M/WBE utilization. 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. 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 as determined by IIT.

B. 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 Contract. 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.

V. 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, 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.
VI RECORD KEEPING

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

VII NON-COMPLIANCE

Failure to comply with the M/WBE requirements of this contract or failure to use MBEs and WBEs as stated constitutes a material breach of the Contract, and may lead to the suspension or termination of this Contract in part or in whole.

VIII MBE AND WBE CONTRACTOR ASSISTANCE

Contractors must themselves assist MBEs and WBEs in overcoming barriers to program participation.

IX CONTRACTOR ASSISTANCE AGENCIES

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

Midwest Women’s Center
828 S. Wabash
Chicago, Illinois 60604
Attn: Marcia Medema
(312) 922-8530

Cosmopolitan Chamber of Commerce
1444 S. Michigan Ave.
Suite 240
Chicago, Illinois 60605
Attn: Gloria Bell
(312) 786-0212

Directory of Certified, Disadvantaged, Minority and Women Business Enterprises
City of Chicago – Dept. of Purchases
Certification Unit
City Hall – Room 403
Chicago, Illinois 60602
Women’s Business Development Center
8 S. Michigan Ave., #400
Chicago, Illinois 60606
Attn: Hedy Radner
(312) 853-3477

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

The New Coalition
300 S. Wacker Dr., #2730
Chicago, Illinois 60606
Attn: Lee Walker
(312) 427-1290

African American Contractors Association
3901 S. State Street, Suite 103
Chicago, IL 60653
Omar Shareef, President
(312) 915-5960
AGREEMENT FOR DI WATER TREATMENT SERVICES
CONTRACT #___TBD_____________

This Services Agreement ("Agreement") is entered into and made effective this 1st day of June, 2020, by and between XXXXX ("Contractor"), a(n) corporation having its principal offices at ________________________________, and Illinois Institute of Technology ("IIT"), an Illinois not-for-profit corporation having offices at 10 W. 35th Street, Chicago, Illinois, 60616.

1. Services

By this Agreement, IIT hereby retains Contractor to provide, and Contractor hereby agrees to provide, DI Water Treatment equipment and services (collectively, "Services"). These Services are to be provided to certain of IIT’s Buildings (collectively, “Buildings”), as identified on Exhibit A which are attached to and made part of this Agreement.

The Services are as described in the Scope of Services which is attached to and made part of this Agreement as Exhibit A. The pricing and charges for Contractor’s provision of the Services are described in Contractor’s pricing schedule from its proposal ("Pricing Schedule") which is attached to and made part of this Agreement as Exhibit B.

2. Term

The term of this Agreement shall commence on June 1st, 2020 (“Commencement Date”) and shall expire on May 31st, 2023 (“Expiration Date”). The Agreement may be terminated before the Expiration Date as provided in Section 18.

3. Renewal

This Agreement may be renewed, in accordance with the provisions of this Section 3, for up to two (2) additional one-year option terms. Either party may seek to renew this Agreement for an additional option year by so notifying the other party in writing at least thirty (30) days before the expiration of the then-current term. Upon mutual agreement of the parties, the Agreement is so renewed for an additional option year, and all terms and conditions of this Agreement shall remain the same. With respect to any option term, any change in the terms of this Agreement, including, but not limited to, the scope of Services or Pricing Schedule, may only be made by a written amendment to this Agreement executed by the parties.

4. Service Standards

Contractor represents and warrants that it shall provide the Services in compliance with all applicable laws and the standards, specifications, duties and schedules (collectively “Service Standards”) stated in the Exhibit A. Contractor further represents and warrants that it shall perform the Services in accordance with generally accepted industry standards and practices. Except as provided in Section 6 below, IIT reserves the right to
modify (meaning to reduce, eliminate or modify in a non-substantial way) any part of the Service Standards without additional charge by Contractor, provided that IIT must notify Contractor in writing of any such modification at least twenty-four (24) hours before such modification is to become effective.

5. **The Pricing Schedule**

IIT shall pay Contractor in accordance with the cost items set forth in Exhibit B. Contractor shall submit monthly invoices for payment. All invoices must display a unique reference or invoice number, and reference the applicable IIT purchase order number. IIT shall pay each invoice within forty-five (45) days after receipt thereof; provided, however, that IIT reserves the right to dispute any part of an invoice and pay only the undisputed portion of the invoice as provided herein. IIT shall notify Contractor of the disputed amount within fifteen (15) days after receipt of the invoice. If the parties agree upon a resolution pursuant to which IIT will pay some portion of the disputed amount, then Contractor shall include the agreed upon amount in its next monthly invoice.

The Price Schedule may be revised from time to time as IIT and Contractor agree on service level adjustments. A new Price Schedule may be made effective by mutual agreement of IIT and Contractor via electronic submission to and acceptance by the administrative contacts identified in Section 19 below. An increase, not to exceed 3%, to the then-current Price Schedule will take effect on June 1st, 2021 and on June 1st of any agreed upon option years.

Invoices must include: the date of service, the IIT PO number, the contractor invoice number, and the time period covered. Any extra costs for additional services must be similarly itemized.

6. **Additional Services**

During the Term, IIT may request a bid for the following from the Contractor: (a) to provide additional services not included in the scope of Exhibit A; (b) to provide services not included in Section 4; (c) to provide Services in a manner that substantially exceeds the Service Standards described in Section 4; or (d) to provide work not covered by the pricing structure in Section 5 (collectively referred to as, the “Additional Services”). If IIT requests Contractor to bid on the Additional Services, IIT shall submit to Contractor an electronic or written request for Additional Services. If Contractor desires to bid on the Additional Services, it shall submit an electronic or written bid within five (5) business days following IIT’s request submittal. Contractor’s bid shall include its pricing schedule for the Additional Services and the personnel, equipment and other special requirements needed to perform the Additional Services. If Contractor does not so bid or if IIT rejects Contractor’s bid, IIT may, without any liability or obligation to Contractor, submit a request for bids for the Additional Services to third parties.

In the event that IIT accepts Contractor’s bid to provide the Additional Services, the Contractor’s accepted bid, including any mutually acceptable changes thereto, shall
become Exhibit A-1 to this Agreement, and all other terms and conditions of this Agreement shall remain unchanged and shall govern Contractor’s provision of the Additional Services. Contractor shall include in its monthly invoice, as provided in Section 5, its charges for the Additional Services, as set forth in Exhibit A-1, and shall identify those charges as “Additional Service Charges.” (For purposes of this Agreement, all provisions, requirements and obligations applicable to the Services shall, by this statement, automatically be deemed applicable to any requested and agreed to Additional Services.)

7. Incident Reports

Contractor shall report immediately to the IIT Contract Administrator and, if the IIT Contract Administrator deems necessary, to the IIT Department of Public Safety any incidents of which Contractor or its employees become aware. Incidents may include, but are not limited to, equipment or utility failures, property damage, personal injuries, accidents, suspicious activities and/or suspected criminal conduct.

8. Equal Employment Opportunity

Contractor shall comply with the equal employment opportunity and “MBE/WBE Plan and Local Employment Opportunity Plan” provisions set out in Exhibit C.

9. Contractor’s Employees

Contractor shall employ a sufficient number of employees to comply with the Service Standards described in Section 4. Contractor shall require its employees to carry IIT approved identification at all times while on duty and shall provide IIT with the names of its employees working under this Agreement and the Buildings in which they are working. Contractor shall provide IIT with an updated list whenever it has new employees working at IIT or whenever Contractor assigns employees to a different Building or to render different Services hereunder. Contractor shall, at its sole cost and expense, complete appropriate background checks on all Contractor employees or agents assigned to render Services hereunder. Such background checks shall include, at a minimum, criminal conviction and sex offender checks. Contractor shall provide IIT with the results of these background checks prior to any such employee so rendering Services. IIT reserves the right, in its sole discretion, to withhold its consent concerning any of Contractor’s employees to be assigned to perform services in connection with this Agreement. Contractor shall immediately (same day as notification) remove any employee from IIT premises when such individual, in IIT’s sole discretion, is deemed to be unfit for any reason to perform services under this Agreement.

Contractor shall be responsible for hiring, paying, supervising and disciplining its employees in performing its obligations hereunder; provided, however, that IIT shall have the right to require Contractor to remove any employee who, in IIT’s sole discretion, is deemed unsuitable to work at IIT. Contractor shall be solely responsible for complying
with all legal and regulatory requirements as an employer, including, but not limited to, wage and hour, taxes, workers compensation, OSHA and employee benefits.

Contractor shall take reasonable steps to prevent its employees from committing any acts of personal misconduct, criminal conduct and/or damage to IIT, its employees and students, and the personal property of any of the foregoing. Contractor shall not permit its employees to smoke or drink alcohol or be under the influence of any illegal drug or alcohol while working at IIT. Contractor shall not permit its employees to possess any firearm, mace or other weapon while working at IIT. Contractor shall have its employees treat all personnel and IIT property with due care and respect.

Contractor shall regularly provide training for its employees in order to ensure their successful performance of the Services. Training shall include, but not be limited to, the following subjects: IIT’s policies and procedures; the reporting of incidents, as provided in Section 7; compliance with laws and regulations, as provided in Section 12; and the confidentiality of information, as provided in Section 17. If applicable, Contractor should also provide training and documentation of said training for cleaning procedures, safety procedures, lab safety and IITRI specific training procedures. Employees working at IITRI Facilities must wear IITRI approved identification at all times.

10. Management Employees

Contractor shall employ a sufficient number of management employees who shall be responsible for supervision of its employees at IIT. Contractor and IIT shall each designate an operational point of contact (“Contact Person”) for daily management of this Agreement and shall identify that person in Section 19 below. Contractor’s Contact Person must be reachable by telephone service, pager and email a minimum of ten (10) hours per day, Monday through Friday, and must be otherwise reachable by telephone service twenty-four (24) hours a day, seven (7) days a week.

11. Performance Evaluations and Reporting

The Contractor shall furnish at least a quarterly report to be received via e-mail addressed to the Contract Administrator/Contact an electronic or written report detailing any issues/deficiencies detected, inspection reports, dates covered, tasks performed and any results of work performed. Such electronic report shall be delivered within two (2) business days of the end of the month covered in the report. Contractor shall update and submit any reports or logs required by any contract exhibits or any Federal, State and Local laws, rules, regulations or ordinances.

12. Compliance with Laws and Regulations

Contractor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including, but not limited to, those concerning sanitation, safety, and health. Contractor shall reimburse IIT for any federal, state fines or penalties which it
receives and which are the result of actions by Contractor and/or any of its employees. Citations may be, without limitation, for such violations as hazardous spills, false fire alarms, illegal parking and any other acts for which Contractor incurs or causes liability.

13. **Chemicals/Safety**

Contractor acknowledges and agrees it is solely responsible for establishing and maintaining a safety program, including, but not limited to, all training, licensing, certifications and adherence to required protocols, that (i) is appropriate for the Work to be performed, taking into consideration, among other things, the foregoing disclosure, and (ii) meets all statutory and regulatory requirements, including, without limitation, all rules of the Occupational Safety and Health Administration.

Prior to their use in or on any IIT building or property, Contractor shall provide IIT, for its approval, a written list of the solutions, chemicals and petroleum products (each a “Chemical”) that Contractor intends to use and the approximate stocking quantities that will be maintained at IIT. IIT reserves the right to object to Contractor’s use of a particular Chemical, and in the event of such an objection, Contractor and IIT agree to cooperate to find a suitable alternative Chemical. Upon IIT’s approval of a Chemical, Contractor shall provide IIT with Material Safety Data Sheets for the Chemical. Contractor’s use of Chemicals shall comply with all applicable OSHA, USEPA and other environmental laws. Except for IIT approved Chemicals, Contractor shall not permit any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about IIT’s property.

Contractor acknowledges that IIT has disclosed to Contractor the presence and location of any known hazardous materials, such as asbestos, lead paint and the like, in the areas where the Services are to be performed. Contractor acknowledges and agrees it is solely responsible for establishing and maintaining a safety program, including, but not limited to, all training, licensing, certifications and adherence to required protocols, that (i) is appropriate for the Services to be performed, taking into consideration, among other things, the foregoing disclosure, and (ii) meets all statutory and regulatory requirements, including, without limitation, all rules of the Occupational Safety and Health Administration. Further, Contractor acknowledges and agrees that it has received and has reviewed and will comply with IIT’s Contractor Safety Policy, as may be amended from time to time, the latest version of which is available at https://web.iit.edu/sites/web/files/departments/IIT%20Contractor%20Safety%20Policy_Oct%2015%202018.pdf Compliance with IIT’s Contractor Safety Policy is supplemental to and does not relieve, and is not intended to relieve, Contractor of its obligation to establish and maintain a safety program that is appropriate to the Services to be performed and meets all statutory and regulatory requirements. Upon request, Contractor agrees to provide IIT with evidence sufficient to demonstrate its compliance with the terms of this provision.
14. **Indemnification and Waiver**

Contractor shall indemnify, defend and hold harmless IIT and its trustees, officers, agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses, including attorneys’ fees (collectively, “Claims”), brought against or incurred by IIT, including any brought by Contractor’s employees, for injuries to any persons and/or damage to, theft, misappropriation or loss of property. Indemnified Claims include, but are not limited to, those which, in any way, arise from or relate to Contractor’s acts or omissions, or its performance of its obligations hereunder, or its breach of this Agreement, or its failure to comply with state, local or federal laws or regulations. For any Claims discussed in this Section, if any proceeding is filed against IIT, Contractor agrees to defend IIT at Contractor’s sole expense and by legal counsel satisfactory to IIT, if so requested by IIT.

Contractor waives, and the foregoing indemnification shall not be minimized or reduced by, any immunity from or limitation on its contribution liability to IIT based upon the applicable workers compensation act or any judicial interpretation of that act. Contractor further waives any Claims against IIT for damage or destruction to its property or equipment and for economic loss or business disruption, unless caused by IIT’s reckless disregard or willful and wanton misconduct. Contractor shall pay for any damage or destruction caused by its employees or agents to IIT property or equipment, excluding normal wear and tear. Contractor shall pay for the damage within thirty (30) days after receipt of the IIT’s invoice for such damage.

Contractor’s indemnification obligations as set forth herein shall survive the termination of this Agreement.

15. **Insurance**

Contractor, at its expense, shall maintain at all times during the Term, as extended, the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, demolition and debris removal, insuring the full replacement cost of its property used in performance of this Agreement; (b) commercial general liability insurance with limits to be set by IIT from time to time but in any event 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; (c) comprehensive automobile insurance for all owned, hired, rented and non-owned trucks, vans, buses and/or automobiles, and with limits not less than $1 million combined single limit for bodily injury and/or property damage; (d) umbrella liability insurance written in excess of the coverages provided by the insurance policies described in subsections (b) and (c), with a combined single limit not less than $5,000,000 for each occurrence of bodily injury and/or property damage; (e) Workers’ Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois and Employer's Liability Insurance with limits of liability of not less than (i) $500,000.00 for bodily injury by accident for each accident; (ii) $500,000.00 for bodily injury by disease for each employee; and (iii) $500,000.00 aggregate liability for disease; and (f) insurance against such other risks and
in such other amounts as IIT may from time to time require. The form of all such policies and deductibles there under shall be subject to IIT’s prior approval. All such policies shall be issued by insurers acceptable to IIT and licensed to do business in the State of Illinois and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies in subsections (b), (c) and (d) herein shall name IIT, and any other parties designated by IIT, as additional insured’s, shall require at least thirty (30) days’ prior written notice to IIT of termination or modification and shall be primary and not contributory. Contractor shall, at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to IIT certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

Certificate of Insurance must clearly state:

“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: 10 West 35th Street; Chicago, IL 60616.

16. **Force Majeure**

In the event Contractor is actually unable to provide the Services because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond Contractor’s reasonable control, IIT will excuse Contractor from performance under this Agreement.

17. **Confidential Information**

Contractor shall not disclose confidential information, as hereinafter defined, to any third parties without IIT’s prior approval. Confidential information (“Confidential Information”) shall include any documents and/or information which are in plain view inside any private offices or laboratories in any Building or other IIT facility. Confidential Information also includes any information which is labeled confidential or which IIT identifies as confidential in writing and/or any oral disclosure which IIT identifies as confidential in writing within ten (10) business days after the oral disclosure. Confidential Information shall exclude the following:

1. Information that is or which becomes publicly known through no fault of Contractor;
2. Information known to the Contractor prior to receipt from IIT, as evidenced by the Contractor's written records; or
3. Information lawfully disclosed to Contractor by a third party not under
Contractor may disclose Confidential Information pursuant to subpoena, judicial action or national, state or local governmental regulations or requirements, provided that Contractor notifies IIT in writing of the need for such disclosure within sufficient time for the IIT to challenge the required disclosure.

Contractor shall require each of its employees working at IIT to agree to the confidentiality obligation stated herein and shall maintain a list with the following information: the names of employees who have read the confidentiality obligation; the dates on which they have read it; and the employees' signatures, attesting that they understand their obligation to comply with this obligation. Contractor agrees to provide IIT evidence of the foregoing upon request.

Contractor’s obligation of confidentiality set forth herein shall survive for a period of three (3) years following the date of termination of this Agreement.

18. Termination

Either party may terminate this Agreement for convenience at any time before the Expiration Date by giving the other party not less than sixty (60) days advance written notice. No such termination shall be deemed a breach or default by the terminating party and shall not give rise to any action for damages or other cause of action against the terminating party. If the Agreement is so terminated, IIT shall pay Contractor for any unpaid Services performed and reimbursable expenses incurred by Contractor before said termination.

IIT may also terminate this Agreement upon the Contractor's default of this Agreement. The occurrence of any of the following shall constitute a default by Contractor: (a) Contractor fails to perform any provision of this Agreement and such failure is not cured within three (3) days after written notice from IIT; or (b) any voluntary or involuntary proceedings are filed by or against Contractor under bankruptcy, insolvency or similar laws and, in case of any involuntary proceedings, are not dismissed within thirty (30) days after filing. If Contractor has failed to take appropriate action to cure the default, then termination shall become effective immediately after the end of the applicable cure period.

Any and all remedies set forth in this Agreement shall be in addition to any and all other remedies IIT may have at law or in equity; shall be cumulative; and may be pursued successively or concurrently as IIT may elect. The exercise of any remedy by IIT shall not be deemed an election of remedies or preclude IIT from exercising any other remedies.

If Contractor breaches any of its obligations under this Agreement, IIT may, but shall not be obligated to, perform the obligation in question, and, if IIT so elects, Contractor shall reimburse IIT for the costs and expenses IIT incurs to perform said obligation. Contractor shall pay said reimbursement upon IIT’s demand. Any sum due from Contractor which is
not paid when due shall bear a late fee of 10% per annum from the date due until the date paid.

The Contractor’s obligations in Sections 14 and 17 shall survive, as provided for therein, expiration or termination of this Agreement.

19. Notice

Any notice given under this Agreement shall be in writing, shall reference this Agreement and shall be deemed given when: (a) delivered personally; (b) sent by confirmed facsimile or electronic mail; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. The parties agree that the notice required by Section 18 in connection with a termination of this Agreement must be made by the mode of delivery described in (c) or (d) above. All communications will be sent to the addresses and persons set forth below or to such other address and persons as may be designated by a party upon written notice to the other party pursuant to this Section.

For daily operational management of this Agreement, the following are the parties' Contact Persons and shall receive the notices described in Sections 4 through 13, and 15 and 17:

**IIT:**
Contract Administrator
Stephen Pepper
Contracts Manager
Facilities Operations and Maintenance
Phone: 312-567-3752
E-mail: spepper@iit.edu

**Contractor:**

Phone: __________________________
Fax: __________________________
Email: __________________________

All other demands and notices, including the notices provided in Section 14 and 18, are to be sent in addition to the following persons:

**IIT:**
Bruce Watts
Vice President
Facilities and Public Safety
Illinois Institute of Technology
Machinery Hall, Room 200
100 W. 33rd Street
Chicago, IL  60616

**With a copy to:**
Anthony D’Amato
Vice President & General Counsel
Illinois Institute of Technology
10 W. 35th St., Suite 1900-SW
Chicago, Illinois 60616
20. **Governing Law**

This Agreement and the legal relations of the parties shall be governed by the laws of the State of Illinois without giving effect to choice of law principals. Venue shall be in the state or federal courts located in Cook County, Illinois, whichever applicable, for any actions that may arise from this Agreement.

21. **Entire Agreement**

This Agreement, including Exhibits A, B and C, is the entire understanding between Contractor and IIT with respect to the subject matter hereto and merges all prior agreements, dealings and negotiations. No modification, alteration or amendment shall be effective unless it is in writing and signed by both parties.

22. **Assignment**

This Agreement shall not be assigned by Contractor without the prior written consent of IIT.

23. **Relationship of Parties**

Contractor is undertaking to render to IIT the Services called for in this Agreement as an independent contractor. Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of principal and agent, partnership, joint venture, or any association between the parties. Each party shall be solely responsible for its respective employees. Neither party shall be deemed an agent of the other and cannot bind, and shall not represent that it can bind, the other.

24. **Authority to Sign**

The parties represent that each individually has received all necessary approvals to enter into and execute this Agreement and that the person signing below on its behalf is authorized to do so.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the day and year first written above

[Insert Contractor Name] 
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Illinois Institute of Technology 
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________