Illinois Institute of Technology
REQUEST FOR PROPOSAL

TO: Potential Respondents

FROM: Katherine Stetz Vice Provost, Student Affairs

DATE: October 10, 2017

SUBJECT: Campus Dining Services
Request for Proposals (“RFP”)

Illinois Institute of Technology (“IIT” or “Illinois Tech”) is soliciting proposals from responsible vendors to manage the operation of campus dining services at its Mies campus in Chicago. 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.

Introduction and Background

Illinois Institute of Technology is a private institution that was founded in 1890. It has a total undergraduate enrollment of 2,619 and a graduate enrollment of 4,257. One of IIT’s true strengths is found within the diversity of its students. IIT’s setting is urban, and its Mies campus is 120 acres. It utilizes a semester-based academic calendar. IIT ranks 103 in the 2017 edition of U.S. News Best Colleges in National Universities. Its tuition and fees are $45,214 (2016-17).

Illinois Institute of Technology provides a variety of options for students interested in the sciences. IIT offers a wide range of engineering degree programs, including aerospace engineering, biomedical engineering and mechanical engineering, as well as a range of degrees in architecture and the sciences. The school also runs an Institute of Design; the Chicago-Kent College of Law, which is particularly well known for its trial advocacy and intellectual property programs; the Stuart School of Business; and other graduate student programs.

First and second year students at Illinois Tech are required to live on campus (beginning Fall 2017), with some exceptions, and both undergraduate and graduate housing is available through the university. There are approximately 1,340 residents in our residence halls on the Mies campus.

Illinois Tech has the capacity to accommodate approximately 1,600 residents who are currently required to participate in some form of the board plan. In addition, faculty and staff represent approximately 1,000 community members who are interested in a good program that compliments the daily operations of their academic and administrative responsibilities.

Brief Description

IIT is seeking proposals from all qualified vendors to manage the operations of dining services at its Mies campus in Chicago.

Students, faculty, and staff currently have a variety of food service venues:
- **Commons Dining Hall**: Traditional cafeteria-style all-you-care-to-eat venue located in the Commons building attached to the McCormick Tribune Campus Center (MTCC). Offerings include traditional cafeteria fare such as pizza, grilled items, fresh salad bar, cold side salads, classic entrees, made-to-order stations for pasta and omelets, hand-packed ice cream, and baked goods. A “Residential Express” menu is also available to include an entree, soup, salad, drink, and desert.

- **Global Grounds**: Coffee café located in the McCormick Tribune Campus Center. This venue offers hot and cold coffee and tea drinks, smoothies, and baked goods (muffins, cookies, cakes, etc.)

- **Center Court**: Grill and sandwich shop located in the McCormick Tribune Campus Center. This venue offers pre-made and made-to-order sandwiches, grilled hamburgers, pizza, French fries, etc. to include grab-and-go items such as yogurt, salads, and desserts.

- **Talons**: Sandwich shop located on the main level of Hermann Hall. This venue offers coffee and tea drinks, made-to-order sandwiches for breakfast and lunch. Soup is also on the lunch menu, as well as, grab-and-go salads and sandwiches.

- **The Bog**: Campus recreation center and bar located in the lower level of Hermann Hall. This venue offers flat breads, grill items, alcoholic and non-alcoholic beverages.

- **10 West**: Coffee cafe located in the IIT Tower (10 West 35th Street). This venue offers a limited breakfast and lunch menu including grab-and-go items.

- **Pritzker Club**: Located in the McCormick Tribune Campus Center this venue has functioned as a full-service restaurant with wait staff and table service. This venue offers guests a dine-in experience and menu items include a daily soup option, sandwiches, salads, and entrees. It is currently not operating in its original capacity. Proposals for alternate uses for this venue are welcome.

- **Kaplan Institute**: A new building scheduled for completion in fall 2018 is the Ed Kaplan Family Institute for Innovation and Tech Entrepreneurship. This 71,000 square foot academic building has an area set aside for use as a café. This area includes a service counter and seating. The mechanical systems are designed for a light offering (coffee, sandwiches, etc.), not for hot cooking that would have greater exhaust requirements.

- **Catering**: Illinois Tech Catering services offers customized, professional assistance for all events.

The Commons, Center Court, and Talons are Local 73 Union Operations. All others are non-union. The incumbent provider, Sodexo, currently manages its own contract with Local 73.

Current catering practice is to have exclusivity within the MTCC and Hermann Hall unless otherwise approved by Campus Event Services and Dining Services. This item of the contract is negotiable.

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:

Katherine Stetz
Vice Provost of Student Affairs and Dean of Students
Illinois Institute of Technology
10 West 35th Street
Chicago, Ill. 60616
Katherine.stetz@iit.edu

B. DUE DATE & TIME FOR SUBMISSION AND OPENING:
We will hold a pre-bid meeting to further clarify the expectations of submitted proposals as well as give vendor representatives a better feel for the long-term direction for housing at IIT. This meeting will take place on Tuesday October 10th at 10am at 10 West 35th Tower Auditorium, Chicago, Illinois 60616.

October 10th — Mandatory pre-proposal conference and site visit
October 18th — RFP Questions due to IIT
October 30th — Responses to questions provided
November 17th, 4 pm CST — Proposals due
November/December — Evaluation of proposals
January — Short list selected interviews — refined assessments and site visits
February 2017 — Contract development
June 1, 2017 — Begin new dining services contract

Again, please note: Proposals are due Friday, November 17, 2017 by 4:00 PM CST

Responses shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements stated in this RFP. Responses should emphasize the Proposer’s demonstrated capability to perform the required services. Please concentrate on completeness and clarity of content while keeping responses as condensed as possible.

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:

Campus Dining Services RFP
Attn: Katherine Stetz
Vice Provost of Student Affairs and Dean of Students
Illinois Institute of Technology
10 West 35th Street
Chicago, Ill. 60616
Katherine.stetz@iit.edu

Please identify your company on the envelope. Proposals may not faxed. Additionally, we require an emailed copy of your proposal in both pdf and Word format.

D. PROPOSAL FIRM TIME: 120 Days from due date.
E. **VENDOR CONFERENCE:**

   Date and Time: October 10, 2017; 10 AM  
   Location: 10 West 35th Street, Chicago, IL 60616, Tower Hall Auditorium  
   The conference provides parties an opportunity to discuss IIT’s needs and ask questions. A campus tour will also be conducted.

F. **PROJECT CONTACT:**

   **NOTE: All communications with Project Contact should be made by email only.**

   Katherine Stetz  
   Vice Provost of Student Affairs and Dean of Students  
   Katherine.stetz@iit.edu

G. **SUBMISSION OF PROPOSAL:** You may mail or hand-deliver a proposal, including any amendments. We do not allow faxed submissions. We must receive submissions as specified herein including the emailed proposals in both pdf and Word formats. 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 thirty (30) 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 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 9 criteria:

1. The quality of the plan for performing the required services
2. The demonstrated experience of the proposer in providing and managing food service programs in similar service environments;
3. The ability of the proposer to perform the requested services, adequately maintain the equipment and facilities and to operate in accordance with industry best practices, health and safety requirements and campus requirements.
4. Pricing, financial terms, and incentives offered;
5. References;
6. Quality of the marketing plans proposed for developing the earning potential of the food service programs;
7. The financial strength of the proposer;
8. Participation by Minority/Women Owned Business Enterprises
9. Other factors that may arise as determined to be in the best interest of IIT

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 C.

IIT CONDITIONS OF PURCHASE: See Appendix D

IIT INSURANCE REQUIREMENTS: See Appendix E for general insurance requirements

NOTE: Appendix E is only provided to show approximate coverages required. Actual coverage limits will be determined during contract negotiations. Incumbent liability requirement is $5,000,000.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION: See Appendix F

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 manage the operation of campus dining services at its Mies campus in Chicago.

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 6,800 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 researching 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

Please see Attachment “A”

D. PROPOSAL

Proposals should address all aspects of this RFP, should identify any aspects specifically omitted, and should include any omitted aspects that the Respondent believes IIT should be considering.

Company Information
• Company profile- including company core values that support the University’s mission and build a vibrant community
• Corporate statement on social and environmental responsibilities including use of local produce and sustainability policies and practices
• Resumes of corporate principal officers and key executives
• Contact information of individual representing firm in this process (name, title, address, phone, and email)
• Location of Corporate Office (including regional support) that will manage the account
• Location of Operating District Manager and Resume
• A listing of all regional/district executives and management personnel that would be assigned to manage or support this account. Also include, number of campuses they support and their office location.
• If publicly held, an annual report for the past fiscal year
• If privately held, audited financial statements and/or income tax records for the past two fiscal years

Client Portfolios & References
• A list of University clients. Please include number of years your company has provided service to selected clients. Include name, title, telephone number and e-mail address for those persons most knowledgeable about your performance.
• A list of campus dining accounts your firm has lost in the last three years along with a contact name, title,
telephone number and e-mail address for those persons most knowledgeable about your performance. Please feel free to include a brief explanation of why you believe you lost the account (i.e. low bid process, change in administration, etc.).

**Active Programs**
A series of brief, concise statements as to what makes your company singularly unique with respect to:
- Board Dining
- Vegan, Vegetarian, and Allergy food preparation and service
- Food quality and variety
- Retail Operations
- Special Events
- Catering
- Labor practices
- Environmental, social justice and sustainability initiatives
- Wellness
- Soliciting and incorporating feedback from the Illinois Tech community (faculty, staff, and students)
Regional Subject Matter Experts
Proposer shall provide a list of regional subject matter experts in the following categories:

- Culinary Arts* (resume preferred)
- Human Resources
- Marketing and Communications
- Nutrition and Wellness* (resume preferred)
- Information Technology
- Concept and Menu Development* (resume preferred)
- Facility Development
- Safety and Sanitation

Responsibilities of the contractor:
The “Attachment A” material is enclosed to supplement the above requested materials as part of the proposal. It is IIT’s intention that much of “Attachment A” will form the basis for the operating agreement/contract with the successful proposer. Should the proposer have notations, or take exception to Attachment A materials, notice of those items or suggested replacements is strongly suggested/encouraged.

Alternative meal options, including but not limited to, box lunches and dinners (at no additional cost) will be necessary to provide meals to athletes and other students who have schedule conflicts with selected facilities. It is expected that the meals will consider the extra nutritional requirements and variety that athletes may need and provide the necessary enhancements at no additional cost. The Service Provider is also expected to work closely with the Athletic Director to meet nutritional requirements of athletes via the regular meal plan.

Facility Enhancements
Describe in detail the Service Provider’s proposed Capital Investment Plan. This plan should be a long-term vision as to the opportunities on campus immediately and into the future. IIT will be the custodian of the capital monies and will manage internally all agreed upon projects.

Financial provisions
Illinois Institute of Technology is interested in providing a quality culinary campus experience in both real and perceived terms. The University believes that residential dining services are best provided under support of a fixed fee-based contract with provisions for allowable cost reimbursements. In addition, however, certain components of campus dining, including catering, might provide best incentives to the contractor if financial performance incentives exist for measurable objectives/volumes. If the contractor prefers to submit a bid on a percentage-of-revenue basis, the University also requests that such submittal be accompanied by a fixed fee option. Variations on these themes may be discussed prior to bid submission.

Confidentiality
All provisions of this process will be held in the strictest of confidence by University personnel involved in review and assessment of proposals, including but not limited to, any propriety approaches, contract proposal features, references and matters involving potentially assigned personnel to the IIT account. Likewise, the University requires proposing organizations to consider any proprietary or personnel information associated or identified to Illinois Institute of Technology as also confidential in nature.

Respondents shall apply industry best practices and high creativity to their proposals to attract the campus community at large and reflect the importance of great dining options complementary to an engaging and
enriching learning environment. Proposal elements should reflect stewardship while still meeting all operational requirements. Consultation on best practices that allow retail and residential dining programs to be fiscally successful, complement each other, and successfully incorporate the needs of students, faculty, and staff at Illinois Tech will be an important part of the selection process.

As with most private colleges and universities, maintaining high levels of student satisfaction over a student’s four-to-five-year tenure requires creative solutions and personal attention. Institutions that do not have the population base to support multiple dining venues and retail branded concepts can sometimes struggle to maintain student satisfaction. Creative solutions that you have had success with at other medium-sized four-year institutions with mandatory meal plans are welcome. Illinois Tech recognizes that the food and dining industry is in a period of rapid change, and is looking for insight and recommendations on what will meet the needs of tomorrow rather than simply improving upon today’s offerings. Recommendations regarding optional meal plans, flex dollars, commuter student plans, etc. are also welcome.

It is also important for proposers to understand that Illinois Tech has a very diverse student body, with significant numbers of students from the Chicagoland area and across the United States, but also a significant international population. Approximately 23% of our 2,619 undergraduate students and 66% of our 4,257 graduate students are from over 100 countries outside the United States, including India, China, the Middle East, Africa and South America.

The RFP is intended to solicit your answers related to:

- The quality of the plan for performing the required services
- The demonstrated experience of the Respondent in providing and managing food service programs in similar service environments;
- The ability of the Respondent to perform the requested services, adequately maintain the equipment and facilities and to operate in accordance with industry best practices, health and safety requirements and campus requirements.
- Pricing, financial terms, and incentives offered;
- References;
- Quality of the marketing plans proposed for developing the earning potential of the food service programs;
- The financial strength of the Respondent;
- Participation by Minority/Women Owned Business Enterprises
- Other factors that may arise as determined to be in the best interest of IIT

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 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 RFP, the following provisions apply:

1. **Tentative Timeline:**
   - Release RFP – 09/2017
   - Due Date & Time – 11/17/2017, 4pm (CST)
   - Award — On or about 02/15/2018

2. **Beginning and End Date of Initial Term**
   The agreement for services shall run from on or about 06/01/2018 (or as soon as IIT can complete the process associated with this RFP) through and including TBD.

3. **Renewal**
   To be negotiated

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: Campus Dining Services
Request for Proposals (“RFP”)

PROPOSAL TO:

Katherine Stetz
Vice Provost of Student Affairs and Dean of Students
Illinois Institute of Technology
10 West 35th Street
Chicago, Ill. 60616
Katherine.stetz@iit.edu

PROPOSALS DUE: November 17, 2017, 4:00 P.M.

The Undersigned:

1. Acknowledges receipt of the following Proposal Documents:
   a. Instructions to Respondents,
   b. Solicitation Response Requirements, and
   c. Proposal Form
   d. Attachment “A”
   e. No Attachment or Appendix “B” applies to this RFP
   f. Appendix C MBE/WBE PLAN AND EEO PLAN
   g. Form 100
   h. Form 100M MBE/WBE AWARD VERIFICATION
   i. Appendix D IIT CONDITIONS OF PURCHASE
   j. Appendix E IIT INSURANCE REQUIREMENTS
   k. Appendix F DEBARMENT AND SUSPENSION

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 120 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.

Accordingly, the Undersigned, on behalf of his or her firm, states that his or her pricing schedule for the services, materials, products and items called for in this RFP is as follows:

Authorized signature in affirmation of the statements and Proposal price on this Proposal Form:

________________________________________________________________________  ___________________________________________________________________
(Name of Corporation)  (Authorized Signature)

________________________________________________________________________  ___________________________________________________________________
(Print Name and Title)  (Date)

Note: Proposal Form must be completed and accompany proposal.
The following requirements are expected to be incorporated into Illinois Institute of Technology's contract with the successful Contractor.

1. **SCOPE OF RESPONSIBILITIES**
   The Contractor shall provide all the management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary for the management of Dining Services Program to function at a level of quality acceptable to IIT. The Contractor shall be responsible for food purchasing and production, quality control, human resources management (hiring, training, development, dismissal, etc., of its own employees), financial and technical management of the Dining Services Program. IIT shall have the right to designate its own appropriate staff to work proactively and in liaison with the Contractor to insure full compliance with all terms and provisions of the contract.

2. **STANDARDS OF OPERATION**
   The Contractor shall operate the Dining Services Program in a manner which meets or exceeds the program and service expectations referenced in response to the “Proposal Content” section of the RFP.

3. **TRANSITION PLAN**
   As part of final contract negotiations with IIT, the Contractor shall develop a detailed, proactive Transition Plan for assuming management of the Dining Services Program if warranted and for the successful transition/opening of the University’s dining services operations on June 1, 2012. The Transition Plan shall be subject to review and approval by the University who shall retain the authority to make alterations to the plan as deemed necessary to insure a smooth transition to the start of operations. The Transition Plan shall be implemented immediately upon execution of the contract. The Contractor will provide all necessary professional coordination services for implementation of the Transition Plan at its own cost and expense. The Contractor shall attend meetings as required by the University to insure a smooth transition into both summer conference and food dining operations.

4. **ANNUAL PLAN**
   4.1 The Contractor shall be responsible for development and implementation of an Annual Plan for the successful continuation of the Dining Services Program for each year of the contract term. For the first year of the contract term, Contractor’s Annual Plan shall be developed as part of Contractor’s final contract negotiations with IIT, with implementation to begin immediately upon execution of the contract. For subsequent contract years, on or before February 1st, the Contractor shall provide the University with a Dining Services Program Assessment that, at a minimum, incorporates the following:

   4.1.1 SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Dining Services Program;

   4.1.2 Evaluation of Illinois Institute of Technology’s Dining Services Program vs. Best Practices in College Dining;

   4.1.3 Market Basket Survey of on-campus retail and catering pricing in comparison to off-campus competitors;
4.1.4 Peer campus survey of meal plan configuration and rates in comparison to Illinois Institute of Technology; 
4.1.5 Based on all of the above, recommendations for service, program and/or policy modifications for the next fiscal year, as well as recommended equipment additions or replacement.

4.2 Illinois Institute of Technology shall provide feedback on Contractor’s initial recommendations on or before March 1st. Based on this, Contractor shall prepare an Annual Plan for the management of the Dining Services Program for the following contract year, June 1st through May 31st. The Annual Plan shall be based on identified goals and objectives as established and determined by the University, and at a minimum, shall address the following:

4.2.1 Planning and/or implementation of new dining locations and/or modifications to existing dining operations;
4.2.2 Meal plan configuration, pricing and policies;
4.2.3 Menus, concepts, pricing and days of service/hours of operation for all service locations;
4.2.4 Catering menus, pricing and policies;
4.2.5 Summer Conference Services menus, pricing and policies;
4.2.6 Concessions Services menus, pricing and policies;
4.2.7 Detailed Marketing Plan as per section 21, with specific revenue enhancement strategies and objectives for mandatory meal plan sales, voluntary meal plan sales, retail meal sales and catering sales;
4.2.8 Employee training plan as per section 7, and budget;
4.2.9 Preventive Maintenance Plan for equipment;
4.2.10 Updated Continuous Improvement Plan as per section 5;
4.2.11 Updated Sustainability Plan as per section 19;
4.2.12 Updated Wellness Program as per section 18;
4.2.13 Local agricultural products purchase objectives, as per section 10.3;
4.2.14 Capital expenditure plan and budget for both Contractor and University provided capital expenditures;
4.2.15 Smallwares expenditure plan and budget for Contractor provided smallwares;
4.2.16 Complimentary meal plan budget;
4.2.17 Pro forma financial projections of revenue and expenses for the Dining Services Program, by month and year for each dining operation and in total.

4.3 Once the Annual Plan is approved by the University, which it shall have the right to do at its sole discretion, the Annual Plan shall be incorporated into the contract as an Attachment. The Contractor will be responsible to comply with the Annual Plan, and shall not substantially deviate from it without the express written consent of the University. At the close of each semester, or more frequently if deemed necessary by the University, the Contractor and the University shall meet to review operating results for the year to date, as well as operating plans for the balance of the operating year.

4.4 Should the University request significant changes to a previously approved Annual Plan due to changing food service needs on campus, such an action will constitute a fair
negotiation situation with regard to any required compensation to the University based upon a showing of financial need by the Contractor.

5. CONTINUOUS IMPROVEMENT PLAN
The Contractor shall be required to develop and implement a Continuous Improvement Plan that, to the satisfaction of the University, emphasizes culinary, marketing and technology innovation, and considers financial performance, quality, customer satisfaction performance, and other necessary benchmarks of the contracted services. Agreed to Key Performance Indicator metrics and benchmarks will be measured on an ongoing basis over the life of the contract, at intervals mutually agreed to by the Contractor and the University. Initially, the Continuous Improvement Plan shall be developed as part of Contractor’s proposal and final contract negotiations with IIT, with implementation to begin immediately upon execution of the contract. For subsequent contract years, the Continuous Improvement Plan shall be reviewed and updated on an annual basis and become part of the Annual Plan.

6. PERSONNEL
6.1 The Contractor shall employ one Dining Services Director (hereinafter “Director”) responsible for the Dining Services Program as specified in this contract. The Director must have extensive food service professional and technical education, and a minimum of five (5) years consecutive employment in similar food service operations (high volume and multi-unit) with comparable management and financial responsibilities. The Director’s sole responsibility will be the University’s Dining Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Contractor. Any exception to this is at the sole discretion of the University, and must be approved in writing by the University.

6.2 The Contractor shall employ one full-time, on-site Executive Chef having a minimum of five (5) years of consecutive employment in similar food service operations (high volume and multi-unit operations) with comparable management and food preparation responsibilities. The Executive Chef will have extensive, formal culinary training, including culinary certifications from an accredited culinary arts program or through the American Culinary Foundation, with particular emphasis on recipe development, menu development, food cost control and inventory management. The Executive Chef’s sole responsibility will be the University’s Dining Services Program and he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor. Any exception to this is at the sole discretion of the University, and must be approved in writing by the University.

6.3 The Contractor shall employ one full-time, on-site Catering Manager having a minimum of five (5) years consecutive employment in similar food service operations with comparable management and catering responsibilities. The Catering Manager will have extensive, formal training in Catering Services, with particular emphasis on guest service, event planning and presentation, and event management. The Catering Manager’s sole responsibility will be the University’s Dining Services Program and he/she will have no other management or supervisory responsibility for other operations or businesses of the Contractor. Any exception to this is at the sole discretion of the University, and must be approved in writing by the University.
6.4 The Contractor shall ensure that its managers and technical personnel are appropriately trained in the software used by the Contractor and the University in operating the Dining Services Program, or shall designate an IT management position to perform this function.

6.5 The Contractor will recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the Dining Services Program. The Contractor shall have adequately trained personnel to maintain the high quality of food service required by the University. Contractor shall ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate back-up employees to call in to cover for absenteeism or in case of emergency services/extended campus interruption of services.

6.6 The Contractor shall maintain an adequate staff of assistant/operational managers and employees on duty to provide an excellent level of service with regard to the University’s Dining Services Program, and shall provide such expertise (administrative, dietetic, purchasing, human resources and so forth) as needed. The University shall have the right to review staffing patterns and job schedules, and to require Contractor to alter same to insure adequate staffing.

6.7 In the event of a change in contractor as result of this RFP, the University requires that all non-management employees who are not on probation with the previous contractor be considered for a similar position at Contractor’s wage and benefits schedule, provided they are eligible for hire by Contractor in accordance with the criminal history and background check requirements. Employees of the out-going contractor who are hired by Contractor may be placed on probation of no less than sixty (60) days to allow Contractor to evaluate work performance. All healthcare and/or health insurance benefits must be effective the first day of employment. The Contractor shall honor the accrued seniority for all employees. Notwithstanding the provisions of this Section, Contractor shall have the right to terminate any of Contractors employees at any time for cause.

6.8 The Contractor shall ensure that each Contractor employee assigned to the Dining Services Program has a clear criminal history. Contractor will implement a Criminal Offender Record Information (CORI) check policy that meets or exceeds industry requirements.

6.9 All Contractor employed personnel shall be subject to IIT policies, rules, codes of conduct and regulations in effect for all University employees while working on campus, as outlined in the University’s personnel policies, including personal behavior and the use of University property. In the event of IIT’s disapproval of the conduct or behavior of any employees, the University shall inform the Contractor. An offending employee of the Contractor shall be removed from employment in the University’s Dining Services Program immediately upon the receipt of a written request from IIT. The University shall initiate such written requests after reviewing all the relevant information with the Contractor. Among specific causes, but not limited to these causes, would be the following: inflicting or threatening physical abuse or verbal abuse on any person, sexual harassment, damaging University grounds or property, disrupting patrons’ enjoyment, or any other conduct or action considered inimical or offensive to IIT.
Notwithstanding the foregoing, Contractor shall not be required to remove any employee at the request of the University if, in Contractor’s reasonable opinion, compliance with any such request by IIT would cause Contractor to violate applicable employment laws, employment contracts, or collective bargaining agreements. Contractor agrees to provide IIT with a written statement of Contractor’s reasons for non-removal of such employees. Nothing in this paragraph shall be interpreted to preclude the University’s Police Office or other law enforcement officials from taking emergency action relative to conduct by an employee or agent of Contractor who poses an immediate threat to safety or welfare of members of the University community or its property.

6.10 The Contractor will comply with all federal regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and workers’ compensation payments).

6.11 The Contractor shall require all employees to meet the appropriate health standards prescribed by applicable municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at IIT dining facilities of performance of service.

6.13 To the extent permitted by law, the Contractor shall insure that any employee that reports to work ill shall be sent home and not allowed to resume work until fully recovered. To the extent permitted by law, when informed that an employee of Contractor has a condition which reveals the existence of an illness or communicable disease or other condition which could affect the safe, sanitary, or healthful operation of the Dining Services Program, Contractor will ensure that said employee has undergone, by a licensed physician, an examination which would either verify or contradict the existence of the condition. To the extent permitted by law, if such condition is verified, Contractor will not utilize the services of said employee at the University’s premises until the condition of that employee returns to a healthful status as indicated in writing and signed by the physician.

6.14 Contractor agrees that all employees will be dressed in neat-appearing uniforms with name tags. Contractor will ensure that its employees wear proper, safe and neat-appearing footwear while working on campus. Employees of the Contractor shall be appropriately uniformed when performing their work assignments. The term appropriate uniform is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University. Cost of Contractor’s employee uniforms will be borne by the Contractor. Contractor’s company name must not appear on any uniforms or name tags.

6.15 Upon request of the University, the Contractor shall be required to provide some or all of its employees with photo identification badges, at Contractor’s expense. Photo identification badges will be issued by the University after a list of employees is submitted by Contractor. Contractor must have all required employees report to the designated location at IIT to have photographs taken. Contractor must turn in badges immediately to the University of those employees who leave the employment of the Contractor.
6.16 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.

6.17 The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate premises associated with the Dining Services Program.

6.18 The Contractor shall assure that the Director, manager or a supervisor will be on site at each location during all hours the Dining Services Program is in operation, including catering services.

6.19 The Contractor shall bear complete financial responsibility for any vandalism or loss due to negligence or willful misconduct on the part of its employees.

6.20 The Contractor shall immediately notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the Dining Services Program.

6.21 The Contractor shall continue to provide services under the contract in the event of strikes and other labor disturbances.

7. TRAINING

7.1 Individual training for all Contractor employees is to be performed by the Contractor at Contractor expense. For any new employee assigned to the University’s Dining Services Program, Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker. All Contractor employees shall be instructed and trained (as appropriate) by the Contractor in proper:

7.1.1 Food preparation methods;
7.1.2 Safe food handling and HACCP requirements – all managers and supervisors shall be required to be ServSafe certified and to be recertified a minimum of once every three years;
7.1.3 Guest service standards of excellence;
7.1.4 Cleaning and sanitation standards and procedures;
7.1.5 Dress (uniform) and identification, as well as personal habits and hygiene;
7.1.6 Cleaning and sanitation procedures;
7.1.7 Life safety;
7.1.8 Safe and proper equipment operation;
7.1.9 Diversity awareness and appreciation;
7.1.10 Proper sustainability practices;
7.1.11 Conduct when working with minors.

7.2 For events or dining operations where alcoholic beverages are served by Contractor employees, such Contractor employees shall be required to be trained and certified in service of alcohol (Training for Intervention ProcedureS (TIPS) or equivalent), and to be recertified a minimum of once every three years. Upon IIT’s request, the Contractor shall provide IIT with proof of relevant employees’ certification. The Contractor and its employees serving alcoholic beverages shall comply with the following:

7.2.1 Alcoholic beverages shall be stored only in University approved securable storage;
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7.2.2 Any selected Contractor employee serving alcoholic beverages at licensed premises shall be 21 years of age or older, never convicted of a crime, and not a full-time law enforcement officer;

7.2.3 Contractor employees serving alcoholic beverages shall record sales of alcoholic beverages separately from food and non-alcoholic beverage items;

7.2.4 Any serving of alcoholic beverages shall be done in accordance with IIT's policies and all applicable federal, state and municipal laws, including restricting access to alcoholic beverages by persons under the age to consume and by those who are actually or apparently intoxicated.

8. DAYS AND HOURS OF OPERATION
Contractor shall provide service days and hours to meet the intent of the program expectations outlined in the response to operating expectations of this RFP, including service that may be required between breaks to accommodate IIT’s sponsored and off-campus programs. Minimum days and hours of operation, on a per location and service basis, shall be established and agreed to annually as part of the Annual Plan.

9. PRICING
The Contractor shall consult with the University regarding pricing of services and components of the program as mutually agreed upon through discussion and review of the proposal as encouraged by language in the “proposal” observations.

10. PROCUREMENT
10.1 The Contractor shall procure all food, beverages, supplies and smallwares necessary for the effective operation of the Dining Services Program, as well as equipment, as requested or required by the University. The Contractor shall take advantage of all available trade, cash, promotional, and quantity discounts to be able to maintain the lowest possible prices in the dining service operations. The University retains the right to select and/or approve any vendor used by the Contractor. Contractor will also purchase brand name products or equivalents, if specified by the University. Contractor and IIT recognize the value of securing sponsorship relationships for the University. Notwithstanding the foregoing, IIT will ensure that such sponsorship agreements do not impair the quality of the food and beverage items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Contractor’ pricing for comparable items of similar size and quality). IIT and Contractor agree that they will not compromise the quality of the food and beverage items served in the dining facilities in order to secure a sponsorship. In the event IIT decides to enter into a sponsorship agreement (or enters into any other relationship) that increases the costs that Contractor incurs, upon written proof of the effects of such cost increases incurred by Contractor, then IIT shall authorize Contractor in writing to reasonably adjust its prices in the dining facilities to minimize the impact of such cost increases.

10.2 The Contractor shall engage in competitive specification buying. However, food, beverages, supplies, smallwares or equipment may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price. Whenever the Contractor shall
contract with any company controlled by or under common control with the Contractor, the terms thereof shall be no less favorable to the University than what the Contractor could have obtained in the public marketplace for materials or services of the same quality and quantity from independent third parties and on terms no less favorable to the University than those pursuant to which the affiliate provides similar services to any other comparable dining service operated by the Contractor. The Contractor shall advise the University of the substance of any such agreement.

10.3 When and where reasonably cost effective, Contractor shall provide and use locally made products and local vendors. For the initial year of the contract, Contractor agrees that a minimum of 20% of its purchases shall be agricultural products grown within 150 miles of campus. Thereafter, local agricultural products purchase objectives shall be established as part of the Annual Plan.

10.4 If the Contractor includes an overhead charge for the procurement of food and beverages, such a charge will be clearly identified to the University, insuring on an aggregate basis that the cost of product purchases are competitive with prices in the Midwest area.

11. MINIMUM PURCHASE SPECIFICATIONS
Contractor shall use its best efforts to emphasize use of fresh foods as opposed to canned or frozen, and reduce the use of processed foods. Additionally, the minimum purchase specifications that must be adhered to by the Contractor shall be provided to, and agreed by, the University as part of the annual operating plan.

12. FOOD SAFETY AND QUALITY ASSURANCE
The Contractor must comply with all requirements of the Illinois Food Code at all times. In addition:

12.1 Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather, shall be labeled, dated, and refrigerated. Such foods must be used within 24 hours, with the exception of mustard, ketchup, bread, and cheese.

12.2 All foods shall be appropriately labeled, including vegetarian and vegan identifiers. The Contractor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad and deli bars, and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items.

12.3 Attractive food wrappings are to be used as needed to protect freshness. Any food appearing discolored, unappealing or not fresh shall not be served. Leftover items which cannot be maintained at an acceptable and high level of freshness will not be served the second time.

12.4 The Contractor will develop quality standards and all its employees will be trained and instructed by the Contractor in food preparation methods and procedures.

12.5 The Contractor shall maintain and regularly revise standard recipes at the request of IIT in order to better respond to consumer demand. A complete standard recipe file shall be located on site at the Contractor’s office.
13. SANITATION

13.1 The Contractor shall be responsible for custodial and sanitation of all food service loading dock, receiving, storage, support, ware washing, production, service and dining areas with the exception of mechanical and electrical rooms, and except as otherwise noted in this contract. This includes occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Contractor shall adhere strictly to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of Illinois including those identified in the Illinois Food Code, County of Peoria and agencies having authority there under, and shall identify and hold the University, its employees, and agents harmless from all claims arising from Contractor’s failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness.

13.2 The maintenance of proper sanitation levels is the full responsibility of the Contractor. The University expects that a collaborative relationship will be developed between the Contractor’s management staff and IIT. All state and county regulations for food service establishments must be maintained.

13.2.1 The Contractor is required to engage, at Contractor’s cost, an independent sanitation and food safety inspection service to review all Dining Services Program operations and facilities at least once per semester.

13.2.2 All food service facilities and equipment shall be maintained according to the requirements specified in the Illinois Food Code to the levels necessary to successfully pass each health department evaluation. In the event that an operation is flagged for violation by the Health Department, the Contractor shall immediately correct the violation to the Health Department’s satisfaction as well as immediately notify the University.

13.2.3 A copy of all Health Department inspection reports and all independent inspection reports will be forwarded to the University immediately following the inspection. If there are noted deficiencies, the Contractor shall include a written report that explains the cause and stipulates how the issues will be corrected.

13.3 WORK AREA SANITATION REQUIREMENTS: For each operation associated with the Dining Services Program, the Contractor shall maintain the kitchen, loading dock, storage, dishroom, food preparation, serving area equipment and facilities in a clean and sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor.

13.4 The Contractor shall be responsible for the proper deposit of used oil to grease traps and securing of used oil in cleaned/locked units on loading docks, in accordance with the campus environmental health and safety program, and to include weekly industrial cleaning of the areas surrounding all grease traps associated with the Dining Services Program.

13.5 The Contractor shall be responsible for gathering and containerizing trash, garbage and recyclables generated by the provision of the Dining Services Program, and for all
Contractor-generated trash and recyclables removal to designated University trash containers, recycling containers, and/or compactors. The Contractor is responsible for day to day spot cleaning as well as weekly industrial cleaning of sanitation areas around all loading docks, receiving and trash areas used by the Dining Services Program. Costs associated with these requirements shall be borne by the Contractor for all Dining Services Program locations.

13.6 For each operation associated with the Dining Services Program, the Contractor shall maintain dining and public circulation areas in a clean and sanitary condition through the length of the work day and on a daily basis, cost of which to be borne by the Contractor. The following minimum standards shall be enforced at all times:

13.6.1 Interior and exterior dining facility tables and chairs will be straightened throughout all meal times and at the end of each day. Interior and exterior dining facility tables, table bases, chairs and floors will be thoroughly cleaned on a daily basis and will be spot-cleaned throughout all meal times so that the dining area is free from food debris, spills, or miscellaneous waste. At all locations, interior windows and walls will be spot cleaned and kept free from dust, dirt, grease and food debris. The Contractor is responsible for regularly scheduled, full cleaning of interior walls to a height of 7 feet above the finished floor at all locations.

13.7 The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and/or pest infestation, as well as provide a clean, neat and sanitary appearance. Schedules shall be posted and implemented within 30 days of the start of the Contract.

13.8 IIT shall provide a two-day period twice per year, during which dining facilities can be closed to operations. During this timeframe, the Contractor shall be responsible to deep clean and sanitize all food service work areas and equipment.

13.9 The Contractor will develop quality sanitation standards and all employees will be trained and instructed in sanitation standards, cleaning procedures, personal habits and hygiene as identified in the Illinois Food Code. The Contractor shall train and insure that its staff shall comply with those standards as existing and as amended.

13.10 The Contractor shall work collaboratively with IIT in the scheduling of pest control services and reimburse the University for expense associated with the Campus Dining Program. Contractor should have an integrated pest control management plan developed and implemented as required in the Illinois Food Code.

14. SERVICE STANDARDS

The following service standards shall be followed for those components of the Dining Services Program that entail food preparation and serving:

14.1 All foods must be garnished for attractive presentation.

14.2 Entrée plates are to be heated prior to service where possible and appropriate.

14.3 Serving lines are to be well stocked throughout the entire service. It is the University’s intention that the last guest is to be offered the same range of choices as the first guest.

14.4 Serving lines, salad bars, and food display areas shall be decorated at all times with seasonal displays, flowers, etc. as approved by IIT.

14.5 All hot foods must reach the patron hot, and all cold foods cold.
14.6 Contractor employees shall be polite and diplomatic in enforcing Contractor and IIT regulations.

14.7 Contractor employees remain alert and attentive to guest needs at all times.

14.8 Contractor employees are dressed in clean uniforms and display warm and friendly attitude.

14.9 Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service standard that: if you are not willing to purchase a product yourself, it should not be served or displayed to the guest. Leftover food items served the night before which cannot be maintained at the same level of freshness as when first served shall not be used. Leftover food items can only be served one (1) time after its initial cycle date.

14.10 All food products stored in any unit must be properly wrapped, labeled and dated. All storage shall meet University requirements and in general be in compliance with industry and Board of Health standards.

14.11 Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Specifically, the quality and appearance of food shall be inspected by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.

14.12 All spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.

14.13 Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.

14.14 Pre-dishing of entrees shall be avoided.

14.15 Partially used, broken or spilled items shall be removed from the area promptly.

14.16 Tables are to be cleaned promptly and trash receptacles are to be cleaned and emptied as required to provide for an attractive and clean facility.

14.17 All chipped dinnerware must be removed from service and discarded.

14.18 Service problems shall be anticipated and resolved immediately. The Contractor’s management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; shortages of trays, napkins, silverware, etc.

14.19 The Contractor shall be responsible to solicit guest feedback as well as conduct an annual dining survey and other feedback mechanisms, as requested by the University. Feedback on Contractor’s services shall also be gathered through IIT’s annual student survey. The Contractor shall respond to all guest comments, surveys, etc., as requested by the University, and shall respond promptly on its own behalf in a positive, courteous and concerned manner and shall take action to insure that causes of legitimate complaints are corrected. The University shall receive copies of all complaints along with Contractor’s resolution of said complaints within 24 hours, except in the event of serious complaints pertaining to safety, sanitation and service, in which case the University shall be notified immediately.
14.20 All menu items shall be clearly labeled indicating key ingredients as well as indicating alerts for any ingredients commonly known to cause allergic reactions.

15. RETAIL DINING/BRANDED CONCEPTS
15.1 The Contractor is encouraged to offer as many corporate, regional and/or national branded concepts as deemed appropriate or financially feasible by the Contractor, subject to University approval.

15.2 The University reserves the right to request a survey at IIT’s expense to determine the acceptability of proposed brands/concepts prior to implementation.

15.3 Copies of all Contractor contracts directly related to branded concepts must be provided to the University.

16. CATERING SERVICES
The Contractor shall develop and furnish a complete Catering program that is consistent with the high quality image that the University projects to its internal and external publics. All Catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and service. The following shall be minimum requirements of the program:

16.1 Contractor shall provide a comprehensive catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges, to meet the intent of the program.

16.1.1 The Contractor shall be sensitive to the differing needs of various University constituencies, and recognize that creative menus and service techniques are required to support IIT’s reputation for excellence and innovation. Due to operating budgets, IIT personnel are often sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively to the local area.

16.1.2 Contractor must provide a minimum of three (3) tiers of service similar to those described below to maximize service to guests.

16.1.2.1 Budget Oriented Service: This service is for registered student organizations. An example would be pizza pick-up where students are responsible to pick up the product and clean up after the event, or a sponsored picnic event where the Contractor supplies product and some service, but with assistance from student organizations in setting up, staffing and cleaning up the event. Also, registered student organizations may place orders for groups of 10-50 through any Contractor-controlled food service venue.

16.1.2.2 Value Service: Drop off buffet service with limited set up and bus service or clean up.

16.1.2.3 Full or Premium Service: Buffets or served meals with full wait staff and bus service.

16.1.2.4 The Contractor must honor the specific commitments of menus, prices, and other arrangements made by the previous contractor, and known by the University, for catering service prior to beginning of this contract.
16.2 The Contractor shall be required to provide, at Contractor expense, the following software and hardware in support of the Catering Program:
   16.2.1 Event and Catering Management software and hardware;
   16.2.2 On-line, interactive software platform for web-based Catering ordering.

16.3 Contractor shall be responsible for the proper training of any employee assigned to catering events.

16.4 The Contractor shall insure that events are adequately staffed so that guests are served promptly, efficiently and professionally at all times, and that meet or exceed the level of service expected by the guest and the University. Minimum staffing guidelines will be developed by the Contractor and approved by the University.

16.5 The Contractor shall insure that events are completely set up and ready for service at least fifteen minutes prior to the scheduled event start time.

16.6 IIT catering events may occur at many different locations on the campus and occasionally off site. The Contractor’s Catering Manager will be required to work closely with the University in order to insure the highest quality of service, regardless of the location of the event.

16.7 Should the Contractor wish to use the Dining Services Program to engage in non-University related off campus catering business in the local community, such business must be approved in advance by the University, including reporting mechanisms and compensation arrangements. In all cases, the catering requirements for Illinois Institute of Technology is and shall remain a top priority and take precedence over any off-campus catering business.

16.8 China, glass, silver and biodegradable ware used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Contractor and IIT based on event type and location. The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event. When not available from the Contractor’s standard catering equipment inventory, the Contractor must supply or rent specialized catering equipment.

16.9 Contractor will be required to provide catering service to groups of any size without assessing premium charges, unless such events occur on a day when no other food services are available.

17. **SUMMER SESSION/CONFERENCE/CAMP DINING SERVICES**

17.1 The Contractor shall provide all you care to eat style meals at dining halls selected by IIT during the summer terms for conference participants and summer session students.

17.2 Summer meals shall be provided with service, variety, food quality, food preparation and presentation at a level of quality equal to that provided during the academic year.

17.3 For Year 1 of the contract term the Contractor agrees to honor menus and pricing negotiated by the University and/or its service provider prior to the start of the Contract term. For subsequent contract years, summer menus and pricing shall be mutually agreed to by IIT and Contractor on an annual basis and become part of the Annual Plan.
17.4 Contractor may be required to provide summer conference/camp meals at other locations on campus.

18. WELLNESS PROGRAM
The Contractor is required to develop and implement a comprehensive Wellness Program to promote nutritional information and identify healthy dining food service options. The Program shall include, but not be limited to the following:
To be negotiated with the successful Proposer based on Proposer’s offer, and documented herein.
For each contract year, the Wellness Program shall be updated on an annual basis and become part of the Annual Plan.

19. SUSTAINABILITY PLAN
The Contractor will be required to develop and implement a comprehensive sustainability plan for the Dining Services Program, including, but not limited to the following:
To be negotiated with the successful Proposer based on Proposer’s offer, and documented herein.
For each contract year, the Sustainability Plan shall be updated on an annual basis and become part of the Annual Plan.

20. CONTRACTOR’S ADMINISTRATIVE RESPONSIBILITIES
As part of the Dining Services Program administration, the Contractor shall:
20.1 Comply with applicable laws, ordinances, regulations and rules of federal, state and local authorities, relating to food service operations and the serving of alcoholic beverages, including but not limited to, sanitation and safety requirements, health policies and procedures, wages and hours of employment, discrimination or discriminatory conduct, withholding taxes, and Equal Employment Opportunity. Results of all inspections will be immediately given to the University.
20.2 Immediately notify the University of any unsafe or unhealthy conditions of any type of which Contractor becomes aware, and, to the extent Contractor is responsible for such conditions, take appropriate action to remedy the condition(s).
20.3 Inform the University of any personal injuries and accidents, which require medical treatment, as well as actions or activities of Contractor employees that occur on Dining Services Program premises resulting in police or other emergency response.
20.4 Obtain all necessary permits and licenses and pay all inspection fees associated with the operation of the Dining Services Program.
20.5 Collect and remit to the appropriate taxing authorities all federal, state and local taxes on Contractor’s operations. Notwithstanding the foregoing, IIT shall be responsible for filing and payment of taxes, if any, upon IIT’s real and personal property, and sales tax, if any, upon the University’s sale of meal plans.
20.6 Remit all license and/or franchise fees payable as required by approved third party licensing and/or franchising contracts and allow IIT’s access to same. Contractor shall be solely responsible for ascertaining whether licenses and/or franchise agreements are necessary to serve any third party and/or copyrighted products or items (e.g., Starbucks coffee). Contractor warrants that it will not serve any such items without
proper written authorization from IIT and the third party. Contractor shall indemnify and defend the University against any legal action arising out of Contractor’s failure to gain authorization to use or Contractor’s unauthorized use of copyrighted materials, intellectual property, or marks belonging to third parties. The preceding sentence shall not apply to patented, copyrighted, or trademarked materials, equipment, devices or processes furnished or modified by the University.

20.7 Develop and maintain an ongoing inventory of both Contractor owned (unamortized) and IIT owned equipment and smallwares for purposes of inventory valuation and control, to be provided to the University on an annual basis over the life of the contract term. Inventory records must account for 1.) All equipment and smallwares in inventory at the start of the Contract, 2.) Equipment and smallwares purchased during the contract term, and 3.) Equipment and smallwares that have been removed from service and disposed of, the aforesaid requiring the approval of the University. The Contractor shall be responsible to participate with the University in any joint physical inventory that shall be taken from time to time during the term of the contract, including one at termination of the contract. If any inventoried item is lost, damaged or unaccounted for prior to expiration of its useful life, either during or at termination of the contract, as a result of Contractor’s negligence and not considered reasonable wear and tear, then the Contractor will either pay the University an amount proportionate to the remaining useful life of the item using the straight-line method of amortization, or replace items with an identical product or equal.

20.8 Be responsible for maintaining first aid equipment and supplies in all production and service areas.

20.9 Provide its own office equipment, clerical support and transportation needs of Contractor’s management staff.

20.10 Develop and perform procedures for cash collection and meal counts in compliance with the University’s requirements and subject to the University’s approval.

20.11 File and maintain records for a period of three (3) years from date of final payment (longer if required by law) for all necessary Federal, State, County, and local forms and claims for the Dining Services Program, including any of Contractor’s services that IIT may choose to utilize in the future.

20.12 Provide all vehicles, their maintenance and insurance, as required to deliver the Dining Services Program, as well as adequate and qualified staff to operate them.

21. **MARKETING**

21.1 As part of the Annual Plan, Contractor shall be responsible for developing and implementing a proactive annual Marketing/Communications Plan to promote the Dining Services Program to the University community. The focus of the Marketing/Communications Plan shall be to maximize participation and sales in the areas of meal plans, retail dining and catering services. At a minimum, the Marketing/Communications Plan must include the following:

21.1.1 Identification of target markets;

21.1.2 Specific strategies to build revenue, enhance satisfaction, and generate goodwill in the campus and local communities;

21.1.3 Tactics for effective promotion and communication to the campus and local communities;
21.1.4 Implementation plan and calendar;
21.1.5 Marketing budget;
21.1.6 Success measures.
21.2 DINING SERVICES ADVISORY COMMITTEES
   Contractor shall be required to implement a Dining Services Advisory Committee in collaboration with the University.
21.3 WEBSITE
21.3.1 The Contractor shall establish and maintain a custom, high quality, guest interactive, informational web site for the dining services program, at Contractor expense, that is linked to the University’s web site at a location on IIT’s web site designated by the University. Contractor’s informational web site shall not include any third party advertising without the prior written permission from the University. At a minimum, the web site shall contain information on the following:
21.3.2 Dining locations, days/hours of operation, menus and pricing. Information shall be kept current at all times.
21.3.3 Resident meal plan configuration, pricing and policies.
21.3.4 Voluntary meal plan information, promotional materials and online purchase capability.
21.3.5 Nutritional and wellness education information. Information shall be kept current at all times.
21.3.6 Catering menus, pricing and policies
21.3.7 On-line, interactive software platform for web-based Catering ordering, if deemed feasible.
21.4 The University may take such action as it deems appropriate to maintain the integrity of the service and its web site and accordingly has the right to remove or temporarily restrict access to Contractor’s link at any time. Contractor will use its reasonable efforts to advise IIT immediately of any activities which may adversely affect IIT's web site. IIT has the full and exclusive right to grant or otherwise permit Contractor to access the University’s web site and use IIT’s site links.

22. AUDITING, ACCOUNTING AND REPORTING

22.1 All records must be retained by the Contractor, and accessible to the University for a minimum of three (3) years from the date of final payment of the contract. IIT reserves the right to audit at any time any aspect of the services performed by the Contractor. The Contractor shall keep full, timely and accurate records in accordance with generally accepted accounting practices for all necessary Federal, State, County, and local forms and claims regarding the Dining Services Program.

22.2 The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by University officials. If necessary, they will be made available at the Contractor’s IIT Office.

22.3 IIT will be informed by the Contractor of any schedule of independent audits of the Contractor’s records and operations. The University shall receive a copy of the report of any findings that affect IIT.
22.4 The University is on a monthly business cycle with a fiscal year of June 1 through May 31. The Contractor shall supply all financial data to the University according to this cycle.

22.5 The Contractor will provide the University with a complete set of monthly financial statements no later than the 15th day following the last day of each month. Financial statements will include the following:

22.5.1 Monthly profit and loss statement for the dining program in aggregate, with supporting, individual profit and loss statements for each dining operation, as well as catering and summer conference/camp dining. Profit and loss statements will show budgeted and actual sales by sales type (cash, residential meal plans, voluntary meal plans, credit card, etc.) and budgeted and actual expenses by detailed expense category. Said sales and expenses shall be reported for the current period and year-to-date. Causes and appropriate documentation of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.

22.5.2 Monthly Commission report with revenue reported separately by retail location and for catering reconciling commissions payable to IIT with sales reported on the profit and loss statements and with commission check.

22.5.3 Operating statistics for each dining location and in aggregate as deemed mutually appropriate and necessary to mutually support and manage the operations.

22.5.4 Cash register tapes by day and by register will be accessible by the University upon request.

22.6 In addition to the above, the Contractor will provide such special reports and analysis covering its operations under the contract as may be requested by the University.

23. **EMERGENCY SERVICES**

The Contractor shall be required to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, earthquake, pandemic, power failure, etc., in accordance with the University’s Emergency Procedures and/or Business Continuity Plan. Contractor shall be reimbursed for all costs except for costs of providing food services to meal plan participants. Contractor shall not be reimbursed for any loss of revenue from an interruption of Dining Program service or operations, or for use of any food service areas or facilities for such emergency purposes. In some emergency instances, food service areas and facilities may be used for purposes other than food service.

24. **CAMPUS CONTRACTS**

The University reserves the right to honor any existing campus wide contract with an outside provider/supplier entered into prior to the Effective Date of this contract and/or solely negotiate any type of campus wide contract following the Effective Date of this contract, including but not limited to IIT’s pouring rights agreement. Contractor agrees to abide by all
applicable terms and conditions of the same in providing specific food/beverage items for the Dining Services program.
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.
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.

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.

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.

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.

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.

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.

E. 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: 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
Email: kcoleman@thechicagourbanleague.org
Website: 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: www.chicagowomenintrades.org

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
Phone: (312) 744-4900
Website: www.cityofchicago.org/city/en/depts/dps/provdrs/cert.html

Cosmopolitan Chamber of Commerce
30 East Adams
Chicago, IL 60603
Attn: Carnice Carey, Executive Director
Phone: (312) 499-0611
Fax: (312) 701-0095
Email: ecarey@cosmochamber.org
Website: www.chamberofcommerce.com/chicago-il/10412864-cosmopolitan-chamber-of-commerce

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

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

Chicago Anchors for a Strong Economy
Kathryn Yaros
Anchor Relationship Manager
World Business Chicago
Phone: (312) 763-3653
Email: kyaros@worldbusinesschicago.com
Website: www.worldbusinesschicago.com/
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: 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
Email: senator03district@gmail.com
Website: 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
Email: raoulstaff@me.com
Website: www.illinoissenatedemocrats.com/index.php/sen-raoul-home

State Representative Sonya Harper (6th District)
4926 South Ashland
Chicago, IL 60609
Phone: (773) 925-6580
Fax: (773) 925-6584
Email: repsonyaharper@gmail.com

Alderman Pat Dowell, 3rd Ward
5046 South State Street
Chicago, Illinois 60609
Phone: (773) 373-9273
Email: ward03@cityofchicago.org
Website: www.dowellfor3rdward.com/

Alderman Sophia King, 4th Ward
435 East 35th Street, 1st Floor
Chicago, Illinois 60616
Phone: (773) 536-8103
Email: ward04@cityofchicago.org

Alderman, Patrick Thompson, 11th Ward
3659 S Halsted St, Chicago, IL 60609
Phone: (773) 254-6677
Email: ward11@cityofchicago.org

Alderman Willie B. Cochran, 20th Ward
6357 South Cottage Grove Avenue
Chicago, Illinois 60637
Phone: (773) 955-5610
Fax: (773) 955-5612
Email: ward20@cityofchicago.org
Website: the20thward.com

Alderman Brian Hopkins, 2nd Ward
1400 North Ashland
Chicago, IL 60622
Phone: (312) 643-2299
Fax: (312) 786-1736
Email: ward02@cityofchicago.org
Website: www.cityofchicago.org/city/en/about/wards/02.html
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.

XII. INABILITY TO MEET M/WBE GOALS

In the event that Contractor finds it impossible to fully meet the M/WBE goals stated above, the Contractor must submit a signed petition for grant relief from these goals on the Contractor’s letterhead, accompanied by documentation demonstrating that all reasonable “good faith” efforts were made toward fulfilling the goal. To demonstrate sufficient reasonable efforts to meet the M/WBE goals, Contractor shall document the steps it has taken to obtain M/WBE participation, including but not limited to the following:

A. Attendance at a vendor conference, if any, scheduled by IIT to inform M/WBE’s of subcontracting opportunities under a given solicitation.
B. Written notification to M/WBE’s that their interest in the contract/agreement is solicited.
C. Efforts made to select portions of the work proposed to be performed by M/WBE’s in order to increase the likelihood of achieving the stated goals.
D. Efforts to negotiate with M/WBE’s for specific sub-bids including at a minimum:
   i. The names, addresses, and telephone numbers of M/WBE’s that were contacted:
   ii. A description of the information provided to M/WBE’s regarding the plans and specifications for portions of the work to be performed; and
   iii. A statement of why additional agreements with M/WBE’s were not reached.
E. Concerning each M/WBE the respondent contacted but rejected as unqualified, the reason for the respondent’s conclusion.

A Contractor that fails to meet the M/WBE goals and fails to demonstrate sufficient reasonable efforts will be deemed in non-compliance and shall not be eligible to be awarded the contract/agreement.
Illinois Institute of Technology

CONTRACTOR: ______________________

CONTRACT VALUE = ______________________

M.B.E. ($) ______________________

M.B.E. (%) ______________________

W.B.E. ($) ______________________

W.B.E. (%) ______________________

IIT

**ATTACH COPIES OF CERTIFICATES**

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

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<th>Description of Work</th>
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<th>Install</th>
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<th>Certification Agency**</th>
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SUMMARY OF AWARDS

CONTRACT VALUE = ______________________

M.B.E. ($) ______________________

M.B.E. (%) ______________________

W.B.E. ($) ______________________

W.B.E. (%) ______________________

SIGNED: ______________________

TITLE: ______________________

DATE: ______________________
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
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 then 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; 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 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.


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 93-5161) 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: Purchasing Department, 3424 S. State Street, TC-Rm 4A8-2; Chicago, IL 60616

Rev.03/18/16
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)

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.