Request for Proposal
Siemens Building Automation System (BAS) Service Agreement

Facilities Maintenance Management
Machinery Hall
100 W. 33rd Street
Chicago IL 60616
Part 1. Project Description

Part 2. Proposal Rules

A. Article 1: Definitions
B. Article 2: Contractor’s Representations
C. Article 3: Proposal Documents
D. Article 4: Proposal Procedures
E. Article 5: Consideration of Proposals
F. Article 6: Post Proposal Information
G. Article 7: Owner Representative
H. Article 8: Contract Documents
I. Article 9: Participation by Minority/Women Owned Business Enterprises
J. Article 10: Insurance and Indemnity

Part 3. Exhibits

A. Scope of Service
B. Request for Qualification
C. Pricing Schedule
D. IIT M/WBE Plan
E. Service Agreement sample
F. Campus Map

Part 4. Appendix

A. Conditions of Purchase
B. Debarment and Suspension
Part 1. PROJECT DESCRIPTION:

The University is soliciting submissions/bids for the Siemens Building Automation Service agreement at the Illinois Institute of Technology (“IIT” or “The University”) Mies campus. The service agreement requirements include providing an onsite BAS technician 3 days per week (150 days total). Two of the days per week shall be funded by the IIT Facilities Department and one day per week shall be funded by IITRI in Life Science Research. The technician will be required to track time spent between Life Science Research and the rest of campus on an hourly basis for internal tracking by IIT.

The technician shall perform the following services while on site:

- System Preventative Maintenance
- System Backup and Recovery
- Control Loop Analysis & Optimization
- Network Analysis & Optimization
- Software updates
- Requested programming / software revisions

In addition to the contracted onsite service agreement, the following services shall be provided and billed at an hourly rate:

- Emergency Online Response
- Emergency Onsite Response
- Repair & Replacement Services

The following buildings shall be maintained as part of this scope of work:

<table>
<thead>
<tr>
<th>CAMPUS AREA</th>
<th>HOUSING AREA</th>
<th>RESEARCH AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>Bailey</td>
<td>3410 South</td>
</tr>
<tr>
<td>Commons</td>
<td>Carman</td>
<td>3424 Central</td>
</tr>
<tr>
<td>Galvin Library</td>
<td>Chapel</td>
<td>3424 South</td>
</tr>
<tr>
<td>Hermann</td>
<td>Cunningham</td>
<td>Crown</td>
</tr>
<tr>
<td>Keating</td>
<td>Farr</td>
<td>IIT Tower</td>
</tr>
<tr>
<td>Life Sciences</td>
<td>Gunsaulus</td>
<td>Incubator (ERB)</td>
</tr>
<tr>
<td>Machinery</td>
<td>Graduate</td>
<td>Life Science Research</td>
</tr>
<tr>
<td>McCormick Tribune Campus</td>
<td>McCormick Student Village (MSV)</td>
<td>Metals/INFAC</td>
</tr>
<tr>
<td>Center (MTCC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perlstein</td>
<td>State Street Village (SSV)</td>
<td></td>
</tr>
<tr>
<td>Rettaliata Engineering (E1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Siegel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stuart</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wishnick</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The following summary shows the types and quantities of Siemens control panels in each building (as of 2013):

<table>
<thead>
<tr>
<th>BUILDING [Square Footage]</th>
<th>SCU</th>
<th>MBC</th>
<th>MEC</th>
<th>PXCM</th>
<th>PXCC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni [39,542]</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Commons [Refer to MTCC]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Galvin Library [92,978]</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Hermann [111,135]</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Keating [53,163]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Life Sciences [123,454]</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Machinery [30,399]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>McCormick Tribune Campus Center (MTCC) [93,667]</td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Perlstein [102,517]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Rettaliata Engineering (E1) [133,990]</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Siegel [63,711]</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Stuart [83,906]</td>
<td>1</td>
<td>1</td>
<td></td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Wishnick [62,913]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Bailey [69,559]</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carman [69,559]</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chapel [3,827]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Cunningham [70,269]</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farr [24,894]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Gunsaulus [82,898]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>East Hall (Within MSV) [30,886]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Graduate Hall (Within MSV) [30,453]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>State Street Village (SSV) [109,038]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>3410 South [41,576]</td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3424 Central [80,660]</td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3424 South [82,554]</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crown [53,901]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>IIT Tower [392,894]</td>
<td>7</td>
<td>11</td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Incubator (ERB) [69,841]</td>
<td></td>
<td></td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Life Science Research [106,758]</td>
<td>2</td>
<td>13</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Metals/INFAC [68,398]</td>
<td>2</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The campus Siemens system includes two servers, capogee which serves the campus and housing buildings and rapogee which serves the south end / research buildings. Both servers are operating with Siemens Insight Revision 3.13.

Two of the buildings listed, Crown Hall and Keating, also have some Delta BAS controllers. Include alternate pricing on the bid form to service the Delta BAS as part of this agreement and list any exceptions or limitations to servicing Delta or Siemens systems.

Most of the buildings listed have pneumatic controls and/or end devices within the building. Include alternate pricing on the bid form to service the pneumatic controls for three service visits per month (36 days total) as
part of this agreement and list any exceptions or limitations.

Refer to Exhibit A, Scope of Services for additional detailed requirements.
Part 2. THE PROPOSAL RULES:

ARTICLE 1

1.1 DEFINITIONS

a) Proposal Documents include the Proposal Requirements and the proposed Contract Documents. The Proposal Requirements consist of the Instructions to Contractors, Supplementary Instructions to Contractors, the Proposal Form and any corresponding Addenda. The Proposed Contract Documents consist of all agreements, drawings, maps, specifications and other documents in this Request for Proposal (RFP) and any corresponding Addenda.

b) Addenda are written or graphic instruments issued by the IIT subsequent to the issuance of the Proposal Documents, which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.

c) The Contractor’s Proposal is a complete and properly signed proposal to do the Work as outlined in the RFP for the sums stipulated therein, submitted in accordance with the Proposal Documents. Contractor must submit all information required by the RFP in the manner and timeline designated.

d) The Base Proposal is the sum stated in the Proposal for which the Contractor offers to perform the Work described in the Proposal Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in any alternates.

e) An Alternate sum (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.

f) A Unit Price is an amount stated in the Proposal as price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Proposal Documents.

g) A Contractor is a person or entity who submits a Proposal.

h) The Project means the Siemens Building Automation Services detailed in Exhibit A Scope of Service.

i) The Work means the services required by the Proposal Documents, and include all labor, materials, tools, equipment and services required to complete the entire Project in accordance with the Proposal Documents.

j) Owner shall mean and refer to Illinois Institute of Technology, with its principal place of business at 100 West 33rd Street, Chicago, Illinois 60616.
ARTICLE 2

CONTRACTOR’S REPRESENTATIONS

2.1 The Contractor by submitting a Proposal represents that:

2.1.2 The Contractor has read and understands the Proposal Documents and the Proposal is made in accordance therewith.

2.1.2 The Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Contractor’s personal observations with the requirements of the proposed Contract Documents.

2.1.3 The Proposal is based upon the materials, equipment and systems required by the Proposal Documents without exception.

2.1.4 The Proposal may include the firm’s history, owner’s biography, and resumes of proposed staff for on-site supervision and project accountant.

2.1.5 The Proposal must also include a list of current contracts that includes the number of full-time employees (FTE’s) on each contract and the amount of square feet serviced.

2.1.6 The Proposal must include the firm’s quality control plan and safety plan.

2.1.7 The Proposal must include three references.

ARTICLE 3

PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 Contractors may obtain one (1) complete set of the Proposal Documents from the University’s Department of Facilities: 100 West 33rd Street, Chicago, Il 60616.

3.1.2 Contractor shall use complete sets of Proposal Documents in preparing Proposals. Neither IIT nor their agents assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

3.1.2 In making copies of the Proposal Documents available on the above terms, IIT does so only for the purpose of obtaining Proposals on the Work and does not confer a license or grant permission for any other use of the Proposal Documents. Any Proposal Documents (RFP, copies, etc.) must be returned with the Proposal.
3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

3.2.1 The Contractor shall carefully study and compare the Proposal Documents with each other, shall examine the site and local conditions, and shall at once report to IIT errors, inconsistencies or ambiguities discovered.

3.2.2 Contractors seeking clarification or interpretation of the Proposal Documents shall do so in a written request sent to IIT contract contact.

3.2.3 Interpretations, corrections and changes of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in any other manner will not be binding, and Contractor shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The Services, materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. IIT’s decision of approval or disapproval of a proposed substitution shall be final. If IIT approves a proposed substitution prior to receipt of Proposals, such approval made will be set forth in an addendum. No substitutions will be considered after the contract award unless specifically provided in the Contract Document.

3.4 ADDENDA

3.4.1 Addenda will be emailed to all who are known by the issuing office to have received a complete set of the Proposal Documents.

3.4.2 Copies of the Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.

3.4.3 Each Contractor shall ascertain prior to submitting a Proposal that the Contractor has received all Addenda issued, and the Contractor shall acknowledge their receipt in the Proposal.
ARTICLE 4

PROPOSAL PROCEDURES

4.1  FORM AND STYLE OF PROPOSALS

4.1.1 All proposal inquiries must be directed to owner’s Contract Contact:

Darlene M. Coleman
Contract Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL  60616
Dcolem10@iit.edu

4.1.2 Pre-proposal Informational Tour will be scheduled UPON REQUEST ONLY.

4.1.3 Proposal Pricing shall for the entire 3 year contract length shall be submitted on the Pricing Schedule Form, an example is attached here to (Exhibit C). All line items are to be completely filled out with the requested costs. An electronic copy of Exhibit C can be obtained by emailing dcolem10@iit.edu.

4.1.4 Only a file copy of Exhibit C obtained through the contract contact and fully completed as outlined in 4.1.3 will be considered a valid document.

4.1.5 All blank space on the Proposal Form shall be filled in.

4.1.6 Where so indicated by the makeup of the Qualifications Form and/or Proposal Forms (Exhibit H), sums shall be expressed in figures.

4.1.7 All requested Alternates shall be proposed. If no change in the Base Proposal is required, enter “No Change.”

4.1.8 The scanned electronic copy of the Qualifications shall include the legal name of the Contractor and a statement that the Contractor is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Contractor to a contract. A Proposal by a corporation shall further give the state of incorporation and have the corporate seal fixed. A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Contractor.

4.2  SUBMISSIONS OF PROPOSALS
4.2.1 All copies of the Proposal, and other documents required to be submitted with the Proposal must be enclosed in a sealed envelope with the mailing cover subject line as follows: **2016 Siemens Building Automation Service RFP: Contractor’s name; and submitted to the following attention:**

Darlene M. Coleman  
Contract Manager  
Facilities Maintenance Management  
100 West 33rd Street  
Chicago, Illinois 60616

4.2.2 Qualifications/Proposals shall be submitted to Darlene M. Coleman on Wednesday 01/04/2017 at 10:00am. Proposals received after that time and date will not be considered. Upon receipt of the proposal a confirmation will be sent to the proposal sender.

4.2.3 The Contractor shall assume full responsibility for timely electronic delivery of their Proposal.

4.2.4 Oral, telephonic, facsimile or telegraphic Proposals are invalid and will not receive consideration.

4.3 **MODIFICATION OR WITHDRAWAL OF PROPOSAL**

4.3.1 A Proposal may not be modified, withdrawn or cancelled by the Contractor after the stipulated time period following the time and date designated for the receipt of Proposals, and each Contractor so agrees in submitting a Proposal.

4.3.2 Prior to the time and date designated for receipt of Proposals, a Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the email address designated for receipt of Proposals. Such notice shall be in an email notice delivered to IIT before the date and time set for receipt of Proposals.

4.3.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals, provided that they are then fully in conformance with the Proposal Documents.

**BID SCHEDULE:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal/Informational Tour</td>
<td>UPON REQUEST ONLY</td>
<td></td>
</tr>
<tr>
<td>Questions/Feedback Due Date</td>
<td>12/16/2016</td>
<td>10:00AM</td>
</tr>
<tr>
<td>Questions &amp; Answers Posted online</td>
<td>12/21/2016</td>
<td>5:00PM</td>
</tr>
<tr>
<td>Bid Due Date</td>
<td>01/04/2017</td>
<td>10:00AM</td>
</tr>
<tr>
<td>Presentation Meeting</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Contractor Selection Date</td>
<td>01/13/2017</td>
<td></td>
</tr>
<tr>
<td>Start of Contract</td>
<td>02/01/2017</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 5
CONSIDERATION OF PROPOSALS

5.1 REJECTION OF PROPOSALS

5.1.1 IIT shall have the right to reject any or all Proposals for any reason whatsoever, including without limitation, by reason of a Contractor’s failure to provide data required by the Proposal Documents, or because a Proposal is incomplete or otherwise irregular. IIT reserves the right to suspend or terminate this Request for Proposal at any time and for any reason.

5.2.1 EVALUATION CRITERIA

5.2.2 The selection criteria will be based on the contents of the proposal and include, but not limited to, pricing, experience of management staff, company experience on projects of similar size and complexity and references.

5.3 ACCEPTANCE OF PROPOSAL (AWARD)

5.3.1 IIT shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal that, in IIT’s judgment, is in IIT’s best interests. The lowest priced proposal may not necessarily be the proposal that IIT selects as “best value”. The proposal opening will be in private; results will not be made public.

5.3.2 IIT shall have the right to accept Alternates in any order or combination, and to determine the low Proposal on the basis of the sum of the Base Proposal and Alternates accepted.

5.3.3 The award to a successful Contractor is contingent upon the Contractor signing a service contract with the University based on the pricing presented in EXHIBIT C. An example of the Service Contract is attached as EXHIBIT E. IIT reserves the right to amend or add to the Service Contract in any way with the successful Contractor.

ARTICLE 6
POST–PROPOSAL INFORMATION

6.1 SUBMITTALS

6.1.1 The Contractor shall, as soon as practicable after notification of selection for the award of contract, furnish to the Owner in writing: (i) a designation of the Work to be performed with the Contractor’s own force. (ii) Valid Certificate of Insurance (see Articled 10 for insurance requirements)

6.1.2 The Contractor will be required to establish to the satisfaction of IIT, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Proposal Documents.
6.1.3 Prior to the award of the contract, IIT will notify the Contractor in writing if it has an objection to a person or entity proposed by the Contractor. If IIT has an objection to a proposed person or entity, the Contractor may, at the Contractor’s option, (1) withdraw the Proposal, or (2) submit an acceptable substitute person or entity.

6.1.4 Persons and entities proposed by the Contractor and to whom IIT has made no objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the IIT.

ARTICLE 7

7.1 OWNERS REPRESENTATIVE:
Contract Contact: Darlene M. Coleman
Contract Manager
Facilities Maintenance Management
100 West 33rd street
Chicago, Illinois 60616
dcolem10@iit.edu
Tele: 312-567-3752
Fax: 312-567-3344

ARTICLE 8

8.1 CONTRACT DOCUMENTS:
The Contract Documents consist of the following Exhibits:
A. Scope of Service
B. Request for Qualification
C. Pricing Schedule
D. IIT M/WBE Plan
E. Service Agreement sample
F. Campus Map
ARTICLE 9

PARTICIPATION BY MINORITY/WOMEN OWNED BUSINESS ENTERPRISES

9.1 M/WBE Participation

The percentage of the Work that will be awarded to Minority and/or Women Owned Business Enterprises must be stated in the Proposal Form. The stated percentage may be a consideration in the award of the contract. See Exhibit D for University standards.

ARTICLE 10

INSURANCE AND INDEMNITY

10.1 Workers' Compensation Insurance.

Contractor shall maintain workers' compensation as required by law covering all Contractor employees in connection with the services outlined in this Agreement.

10.2 Insurance.

Contractor, at its expense, shall maintain at all times during the Term, as extended, the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, demolition and debris removal, insuring the full replacement cost of its property used in performance of this Agreement; (b) commercial general liability insurance with limits to be set by IIT from time to time but in any event not less than $2,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; (c) comprehensive automobile insurance for all owned, hired, rented and non-owned trucks, vans, buses and/or automobiles, and with limits not less than $1 million combined single limit for bodily injury and/or property damage; (d) umbrella liability insurance written in excess of the coverages provided by the insurance policies described in subsections (b) and (c), with a combined single limit not less than $5,000,000 for each occurrence of bodily injury and/or property damage; (e) Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois and Employer's Liability Insurance with limits of liability of not less than (i) $500,000.00 for bodily injury by accident for each accident; (ii) $500,000.00 for bodily injury by disease for each employee; and (iii) $500,000.00 aggregate liability for disease; and (f) insurance against such other risks and in such other amounts as IIT may from time to time require. The form of all such policies and deductibles there under shall be subject to IIT’s prior approval. All such policies shall be issued by insurers acceptable to IIT and licensed to do business in the State of Illinois and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies in subsections (b), (c) and (d) herein shall name IIT, and any other parties designated by IIT, as additional insured’s, shall require at least thirty (30) days’ prior written notice to IIT of termination or modification and shall be primary and not contributory. Contractor shall, at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to IIT certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

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

Certificates received without this language will be rejected.

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

10.3 Property Insurance.

IIT self-insures its premises and all property contained therein insured against loss or damage from fire, explosion and similar casualties or other causes normally covered in standard broad form property insurance policies.

10.4 Indemnity.

Contractor agrees to indemnify, defend and hold harmless IIT and its trustees, officers, agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses, including attorneys’ fees (collectively, “Claims”), brought against or incurred by IIT, including any brought by Contractor’s employees, for injuries to any persons and/or damage to, theft, misappropriation or loss of property. Indemnified Claims are those which arise in any way from Contractor’s acts or omissions, its breach of this Agreement or its failure to comply with state, local or federal laws or regulations. For any Claims discussed in this Section, if any proceeding is filed against IIT, Contractor agrees to defend IIT at Contractor’s sole expense and by legal counsel satisfactory to IIT, if so requested by IIT.

10.5 Catastrophe.

Neither IIT nor Contractor shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, or like causes beyond the reasonable control of either party or for real or personal property destroyed or damaged due to such cause.
Part 3. EXHIBITS:

A. Scope of Service
B. Request for Qualification
C. Pricing Schedule
D. IIT M/WBE Plan
E. Service Agreement sample
F. Campus Map
A. SCOPE OF SERVICES

Siemens Base Bid Scope of Work

As part of the BAS service agreement, the BAS technician shall perform the following services while on site (3 days per week, 150 days total per year):

- **System Preventative Maintenance**
  Inspect control panels annually and upon identification of equipment not operating as designed, repair or replace worn or defective components. Clean, calibrate, and adjust panel components as required for proper operation. Provide a log of panels that have been inspected and description of PM tasks that were performed.

- **System Backup and Recovery**
  Perform database backup of the Insight servers and field panels quarterly. Provide a copy of the backup to IIT and keep a copy at the contractor’s office. Reload the databases and system files from the backup copy as required upon a loss of system information/operation.

- **Control Loop Analysis & Optimization**
  Inspect control loops annually and upon identification of equipment not operating as designed, adjust control loop settings as required to minimize overshooting, drifting, and oscillatory behavior. Update PM log with description of changes as they occur.

- **Network Analysis & Optimization**
  Review network performance annually including node tables, token passes, turn speed, change of values over the network, unresolved points, and overall network operation. Adjust network settings as required and update PM log with description of changes as they occur.

- **Software updates**
  Provide software and documentation updates to existing APOGEE software as they become available. Provide overview to operations team of any changes or new features.

- **Requested programming / software revisions**
  When requested by the IIT Area Managers, provide programming/software revisions including changes to sequence of operations, setpoints, schedules, trending/reports, graphics, and alarms. The IIT Area Managers have authority to postpone or stop regular service agreement tasks in order to complete higher priority programming/software revisions during regularly scheduled site visits.

In addition to the contracted onsite service agreement, the following services shall be provided and billed at an hourly rate (include hourly rates on bid form for normal business hours, after hours, and weekend/holidays):

- **Emergency Online Response**
  The BAS technician will be provided with remote access to the BAS to provide quicker response to
emergency service requests and to reduce the costs and disruptions of downtime. The BAS technician shall respond within (2) hours upon receiving notification of an emergency.

- **Emergency Onsite Response**
  If emergency response tasks cannot be completed remotely, the BAS technician shall respond onsite within (4) hours upon receiving notification of an emergency.

- **Repair & Replacement Services**
  The service agreement pricing should not include the costs of unbudgeted materials required for repairs or replacement. These materials will be purchased separately from the service agreement. Provide a list of pricing for common materials with the bid submission.

**Delta Alternate Scope of Work**
All services listed above are applicable to the Delta BAS alternate scope of services.

**Pneumatic Controls Alternate Scope of Work**
As part of the alternate pneumatic controls service agreement, the pneumatic controls technician shall perform the following services while on site (3 days per month, 36 days total per year):

- **System Preventative Maintenance**
  Inspect control panels annually and upon identification of equipment not operating as designed, repair or replace worn or defective components. Clean, calibrate, and adjust panel components as required for proper operation. Coordinate with area managers when arriving on site each day to review any known pneumatic maintenance which needs to be performed. Provide a log of panels that have been inspected and description of PM tasks that were performed.

In addition to the contracted onsite service agreement, the following services shall be provided and billed at an hourly rate (include hourly rates on bid form for normal business hours, after hours, and weekend/holidays):

- **Emergency Onsite Response**
  The pneumatic controls technician shall respond onsite within (4) hours upon receiving notification of an emergency.

- **Repair & Replacement Services**
  The service agreement pricing should not include the costs of unbudgeted materials required for repairs or replacement. These materials will be purchased separately from the service agreement. Provide a list of pricing for common materials with the bid submission.

**IITRI / Life Science Building Time Tracking**
In order for IIT to complete internal invoicing, a daily log of hours spent working for the Life Science Research (LSR) building must be completed. Any time spent at the LSR building or at the workstation performing tasks related to the LSR building must be recorded in the daily log and submitted to the Area Managers. This requirement is applicable to the Siemens BAS technician and the pneumatic controls technician.
EXHIBIT B
QUALIFICATION FORM

COMPANY INFO: Please provide the following information.

1. Legal Name: _______________________________________________________
2. Legal Address: _____________________________________________________
3. Year Company was Incorporated: _____________________________________
4. Company Main Phone Number: _________________________________
5. Fax Number: _______________________________________________________
6. E-Mail Address: _____________________________________________________
7. Web Site: __________________________________________________________
8. Owner and Title: ____________________________________________________
9. Operations Manager: ________________________________________________
10. Attach Company Organizational Chart.

BUSINESS STATUS: Check more than one if applicable.

_____% of work will be awarded to Minority and/or Women Owned Business Enterprises

SALES INFORMATION:

1. Company Total Dollar sales per year: _________________________________
2. Company Total Chicago sales per year: _________________________________

MANAGEMENT INFORMATION:

1. Indicate the ration of Managers to personnel company-wide: _________
2. Indicate the ration of Managers to personnel in Chicago: _____________
3. Total number of Management field personnel in Chicago: _____________
4. Total number of Service Technicians in Chicago: __________

5. Total numbers of Executive Managers in Chicago: __________

**EXPERIENCE:**

1. Is your company presently providing BAS Maintenance Services for any College/University office/school buildings similar to the scope of this RFP?  **Yes _____  No _____**

2. Is your company presently providing BAS Maintenance Services for any College/University office/school buildings similar to the scope of this RFP in Chicago?  **Yes _____  No _____**

3. What is the total square footage your company has under contract? _________________

4. What is the total square footage your company has under contract in Chicago? _________________

5. List Names, Locations, Contact Person & Contact information for current similar contracts:

   ______________________________________________________

   ______________________________________________________

   ______________________________________________________

   I certify that all the above information is correct to the best of my knowledge:

   Signed ____________________________________________  Date ___________
CONTRACTOR’S COST PROPOSAL

The contract that will be awarded is a cost reimbursable contract based on the proposer’s qualifications and cost proposal form. These forms must be fully and completely filled out. Forms not completely filled out may cause the proposal to be rejected. The cost reimbursement proposed will be calculated based on estimated labor cost, supervisory cost, other costs, and overhead and profit.

Proposers will calculate a total annual cost. Evaluation of the proposer’s estimated annual cost will be an important part of the overall evaluation of the contractor’s proposal. The owner reserves the right not to award to the lowest proposer, but rather, the owner will make award to the proposer who provides best overall value to the university.
BID FORM

• Cost of Siemens BAS service agreement for year one, year two, & year three:
  Year 1 $_________________  Year 2 $_________________  Year 3 $_________________

• Alternate - Cost of Delta BAS service agreement for year one, year two, & year three:
  Year 1 $_________________  Year 2 $_________________  Year 3 $_________________

• Alternate - Cost of pneumatic controls service agreement for year one, year two, & year three:
  Year 1 $_________________  Year 2 $_________________  Year 3 $_________________

• Hourly rates for emergency online response:

<table>
<thead>
<tr>
<th>Regular Hours Mon-Fri</th>
<th>Overtime Hours</th>
<th>Sunday / Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

• Hourly rates for emergency onsite response:

<table>
<thead>
<tr>
<th></th>
<th>Regular Hours Mon-Fri</th>
<th>Overtime Hours</th>
<th>Sunday / Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAS Tech</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Electrical Tech</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Mechanical Tech</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pneumatic Tech</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

• Quantity of BAS technicians that company currently employs who are capable of servicing Siemens system, Delta system, and/or pneumatic systems:
  Siemens Techs: _______  Delta Techs: _______  Pneumatic Techs: _______

• Describe any exceptions to the scope of work or limitations to meeting the scope of work (i.e. company doesn’t have all required programming tools to make changes to BAS system, access to parts, technicians, etc.):
Contractor should review Exhibit D for the M/WBE goals. The undersigned shall list below each portion of the Work that will be awarded to Minority and/or Women Owned Business Enterprises if it is awarded the contract for the Work. The percentage of the Work that is to be performed by such enterprises may be a consideration in the award of the contract for the Work. If no entries are made below, it will be assumed that the undersigned does not intend to award any of the Work to Minority and/or Women Owned Business Enterprises.

<table>
<thead>
<tr>
<th>Trade</th>
<th>MBE/WBE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

WITHDRAWAL:

The undersigned understands and agrees that this proposal may not be withdrawn until Ninety (90) days after the set time for the receipt of the proposals.

TAXES:

The undersigned hereby agrees that the proposal includes all federal, state and local taxes relating to the performance of the Work, including without limitation, all social security, unemployment, sales and uses taxes.

The undersigned hereby agrees that the proposal includes all federal, state and local taxes relating to the performance of the work, including without limitation, all social security, unemployment, sales and uses taxes.

Signed and sealed this,_________________________, (Name of Proposer)

Day of _____________________________. By: ____________________________
## EXHIBIT C

### Pricing Schedule

<table>
<thead>
<tr>
<th>BUILDING [Square Footage]</th>
<th>SCU</th>
<th>MBC</th>
<th>MEC</th>
<th>PXCM</th>
<th>PXCC</th>
<th>MONTHLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni [39,542]</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commons [Refer to MTCC]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Galvin Library [92,978]</td>
<td>1</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hermann [111,135]</td>
<td>1</td>
<td></td>
<td></td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keating [53,163]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Life Sciences [123,454]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Machinery [30,399]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>McCormick Tribune Campus Center (MTCC) [93,667]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Perlestein [102,517]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Rettaliata Engineering (E1) [133,990]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Siegel [63,711]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Stuart [83,906]</td>
<td>1</td>
<td>1</td>
<td></td>
<td>2</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Wishnick [62,913]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Bailey [69,559]</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carman [69,559]</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chapel [3,827]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Cunningham [70,269]</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Farr [24,894]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Gunsaulus [82,898]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>East Hall (Within MSV) [30,886]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Graduate Hall (Within MSV) [30,453]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>State Street Village (SSV) [109,038]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>3410 South [41,576]</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3424 Central [80,660]</td>
<td></td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3424 South [82,554]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Crown [53,901]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>IIT Tower [392,894]</td>
<td>7</td>
<td>11</td>
<td>2</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Incubator (ERB) [69,841]</td>
<td></td>
<td></td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Science Research [106,758]</td>
<td>2</td>
<td>13</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metals/INFAC [68,398]</td>
<td>2</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL MONTHLY COST:**

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. STATEMENT OF INTENT AND PROGRAM IMPLEMENTATION

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

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

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

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

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

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

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

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

IV. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

F. IIT will be actively assisting the contractor by providing lists of certified contractors, sponsoring outreach conferences, and attending meetings to facilitate relationships between M/WBE and non-M/WBE firms. Contractor shall utilize resource organizations identified by IIT for referral of minorities, females, local residents and other resource organizations as may be available.

G. Contractor shall monitor utilization of minority and female workers in its own work force and the work force of its Subcontractors and, when underutilization is evident, take or request that immediate, corrective action be taken to achieve the appropriate levels of participation to ensure equal employment opportunity.

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

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

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

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

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

D. Contractor agrees that it shall maintain and make available to IIT documentation regarding M/WBE utilization and the employment of minorities, and females and persons residing in the aforementioned zip codes. Documentation shall contain, at a minimum, names and addresses of M/WBE subcontractors and suppliers, evidence of certification by one of the authorized agencies or programs, the actual dollar amount of the contract awards or purchase agreements, affidavits confirming M/WBE participation, and actual numbers and percentage of hours worked by minorities, females and local residents. Documentation shall be maintained in such form as to permit a determination that good faith efforts have been made to achieve the goals of the Plan. After an initial presentation of Contractor's proposed Plan, reports summarizing this information shall be submitted to IIT on a monthly basis. Failure to submit the required reports will result in withholding of payment to Contractor or any Subcontractors failing to report.

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:

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/1041286-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, Suite102
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.
WE PROPOSE TO AWARD SUBCONTRACTORS AND SUPPLY PURCHASES AS DESCRIBED HEREAFTER:

<table>
<thead>
<tr>
<th>Trade</th>
<th>Description of Work</th>
<th>Furnish</th>
<th>Install</th>
<th>Firm Name and Address</th>
<th>Certification Agency**</th>
<th>M.B.E.</th>
<th>W.B.E.</th>
<th>Amount ($)</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUMMARY OF AWARDS

**ATTACH COPIES OF CERTIFICATES
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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


This Siemens Building Automation System Service Agreement ("Agreement") is entered into and made effective this ___ day of __________, 201___, by and between ___________________________ ("Contractor"), a(n) _________ corporation having its principal offices at __________________________________, and Illinois Institute of Technology ("IIT"), an Illinois not-for-profit corporation having offices at 10 W. 35th Street, Chicago, Illinois, 60616.

1. Services

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

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

2. Term

The term of this Agreement shall commence on February 1, 2017 ("Commencement Date") and shall expire on May 31, 2020 ("Expiration Date"). The Agreement may be terminated before the Expiration Date as provided in Section 18.

3. Renewal

This Agreement may be renewed, in accordance with the provisions of this Section 3, for up to three (3) additional one-year option terms. Either party may seek to renew this Agreement for an additional option year by so notifying the other party in writing at least ninety (90) days before the expiration of the then-current term. Upon mutual agreement of the parties, the Agreement is so renewed for an additional option year, and all terms and conditions of this Agreement shall remain the same. With respect to any option term, any change in the terms of this Agreement, including, but not limited to, the scope of Services or Pricing Schedule, may only be made by a written amendment to this Agreement executed by the parties.

4. Service Standards

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

5. The Pricing Schedule

IIT shall pay Contractor in accordance with the cost items set forth in Exhibit B. This Price Schedule is based on service description and invoices should be the amount by building in the Price Schedule or any revised Price Schedule as described below. Contractor shall submit monthly invoices for payment. All invoices must display a unique reference or invoice number, and reference the applicable IIT purchase order number. IIT shall pay each invoice within thirty (30) days after receipt thereof; provided, however, that IIT reserves the right to dispute any part of an invoice and pay only the undisputed portion of the invoice as provided herein. IIT shall notify Contractor of the disputed amount within thirty (30) days after receipt of the invoice. If the parties agree upon a resolution pursuant to which IIT will pay some portion of the disputed amount, then Contractor shall include the agreed upon amount in its next quarterly invoice.

Invoices must include: the location, the IIT PO number, the contractor invoice number, the pay period covered, itemized employee hours and any material costs billed to IIT. Any extra costs for additional services (e.g., overtime or special projects) must be similarly itemized.

6. Additional Services

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

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

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

8. Equal Employment Opportunity

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

9. Contractor’s Employees

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

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

Contractor shall take reasonable steps to prevent its employees from committing any acts of personal misconduct, criminal conduct and/or damage to IIT, its employees and students, and the personal property of any of the foregoing. Contractor shall not permit its employees to smoke or drink alcohol or be under the influence of any illegal drug or alcohol while working at IIT. Contractor shall not permit its employees to possess any firearm, mace or other weapon while working at IIT. Contractor shall have its employees treat all personnel and IIT property with due care and respect.
Contractor shall regularly provide training for its employees in order to ensure their successful performance of the Services. Training shall include, but not be limited to, the following subjects: IIT’s policies and procedures; the reporting of incidents, as provided in Section 7; compliance with laws and regulations, as provided in Section 12; and the confidentiality of information, as provided in Section 17. If applicable, Contractor should also provide training and documentation of said training for cleaning procedures, safety procedures, lab safety and IITRI specific training procedures. Employees working at IITRI Facilities must wear IITRI approved identification at all times.

10. Management Employees

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

11. Performance Evaluations and Reporting

The parties’ Contact Persons shall meet no less than monthly to evaluate Contractor's performance based on the Service Standards. If Contractor is not meeting any part of the Service Standards, IIT shall allow Contractor four (4) days to re-perform the nonconforming work. The parties shall mutually agree as to when Contractor shall re-perform the non-conforming work within the four (4) day period. If such re-performed work is still not satisfactory to IIT, then IIT may either allow Contractor to re-perform the work again or deduct the value of such non-conforming work from Contractor’s next invoice.

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

12. Compliance with Laws and Regulations

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

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

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

Contractor acknowledges that IIT has disclosed to Contractor the presence and location of any known hazardous materials, such as asbestos, lead paint and the like, in the areas where the Services are to be performed. Contractor acknowledges and agrees it is solely responsible for establishing and maintaining a safety program, including, but not limited to, all training, licensing, certifications and adherence to required protocols, that (i) is appropriate for the Services to be performed, taking into consideration, among other things, the foregoing disclosure, and (ii) meets all statutory and regulatory requirements, including, without limitation, all rules of the Occupational Safety and Health Administration. Further, Contractor acknowledges and agrees that it has received and has reviewed and will comply with IIT’s Contractor Safety Policy, as may be amended from time to time, the latest version of which is available at http://web.iit.edu/sites/web/files/departments/general-counsel/IIT%20Contractor%20Safety%20Policy%20Updated%20Oct.17.2016.pdf. Compliance with IIT’s Contractor Safety Policy is supplemental to and does not relieve, and is not intended to relieve, Contractor of its obligation to establish and maintain a safety program that is appropriate to the Services to be performed and meets all statutory and regulatory requirements. Upon request, Contractor agrees to provide IIT with evidence sufficient to demonstrate its compliance with the terms of this provision.

14. Indemnification and Waiver

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

Contractor waives, and the foregoing indemnification shall not be minimized or reduced 
by, any immunity from or limitation on its contribution liability to IIT based upon the 
applicable workers compensation act or any judicial interpretation of that act. Contractor 
进一步 waives any Claims against IIT for damage or destruction to its property or 
equipment and for economic loss or business disruption, unless caused by IIT’s 
reckless disregard or willful and wanton misconduct. Contractor shall pay for any 
damage or destruction caused by its employees or agents to IIT property or equipment, 
excluding normal wear and tear. Contractor shall pay for the damage within thirty (30) 
days after receipt of the IIT's invoice for such damage.

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

15. Insurance

Contractor, at its expense, shall maintain at all times during the Term, as extended, the 
following insurance policies: (a) fire insurance, including extended coverage, vandalism, 
malicious mischief, demolition and debris removal, insuring the full replacement cost of 
its property used in performance of this Agreement; (b) commercial general liability 
insurance with limits to be set by IIT from time to time but in any event not less than 
$2,000,000 combined single limit for personal injury, sickness or death or for damage to 
or destruction of property for any one occurrence; (c) comprehensive automobile 
insurance for all owned, hired, rented and non-owned trucks, vans, buses and/or 
automobiles, and with limits not less than $1 million combined single limit for bodily 
injury and/or property damage; (d) umbrella liability insurance written in excess of the 
coverages provided by the insurance policies described in subsections (b) and (c), with 
a combined single limit not less than $5,000,000 for each occurrence of bodily injury 
and/or property damage; (e) Workers’ Compensation and Occupational Disease 
Insurance in accordance with the laws of the State of Illinois and Employer's Liability 
Insurance with limits of liability of not less than (i) $500,000.00 for bodily injury by 
accident for each accident; (ii) $500,000.00 for bodily injury by disease for each 
employee; and (iii) $500,000.00 aggregate liability for disease; and (f) insurance against 
such other risks and in such other amounts as IIT may from time to time require. The 
form of all such policies and deductibles there under shall be subject to IIT’s prior 
approval. All such policies shall be issued by insurers acceptable to IIT and licensed to 
do business in the State of Illinois and shall contain a waiver of any rights of subrogation 
thereunder. In addition, the policies in subsections (b), (c) and (d) herein shall name 
IIT, and any other parties designated by IIT, as additional insured’s, shall require at 
least thirty (30) days’ prior written notice to IIT of termination or modification and shall 
be primary and not contributory. Contractor shall, at least ten (10) days prior to the 
Commencement Date, and within ten (10) days prior to the expiration of each such 
policy, deliver to IIT certificates evidencing the foregoing insurance or renewal thereof, 
as the case may be.
Certificate of Insurance must clearly state:

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

Certificates received without this language will be rejected.

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

16. Force Majeure

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

17. Confidential Information

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

(1) Information that is or which becomes publicly known through no fault of Contractor;
(2) Information known to the Contractor prior to receipt from IIT, as evidenced by the Contractor's written records; or
(3) Information lawfully disclosed to Contractor by a third party not under obligation of confidentiality to IIT.

Contractor may disclose Confidential Information pursuant to subpoena, judicial action or national, state or local governmental regulations or requirements, provided that Contractor notifies IIT in writing of the need for such disclosure within sufficient time for the IIT to challenge the required disclosure.

Contractor shall require each of its employees working at IIT to agree to the confidentiality obligation stated herein and shall maintain a list with the following information: the names of employees who have read the confidentiality obligation; the dates on which they have read it; and the employees' signatures, attesting that they understand their obligation to comply with this obligation. Contractor agrees to provide IIT evidence of the foregoing upon request.
Contractor's obligation of confidentiality set forth herein shall survive for a period of three (3) years following the date of termination of this Agreement.

18. Termination

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

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

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

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

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

19. Notice

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

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

**IIT:**
Darlene Coleman  
Contract Administrator  
Facilities Maintenance Management  
Illinois Institute of Technology  
Machinery Hall, Room 200  
100 W. 33rd Street  
Chicago, IL 60616  
Phone: 312-567-3752  
Fax: 312-567-3344  
E-mail:dcolem10@iit.edu

**Contractor:**

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

**IIT:**
Darlene Coleman  
Contract Administrator  
Facilities Maintenance Management  
Illinois Institute of Technology  
Machinery Hall, Room 200  
100 W. 33rd Street  
Chicago, IL 60616  
Phone: 312-567-3752  
Fax: 312-567-3344  
E-mail:dcolem10@iit.edu

**Contractor:**

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

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

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

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

21.  Entire Agreement

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

22.  Assignment

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

23.  Relationship of Parties

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

24.  Authority to Sign

The parties represent that each individually has received all necessary approvals to
enter into and execute this Agreement and that the person signing below on its behalf is
authorized to do so.
IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the
day and year first written above.

[Insert Contractor Name]  
Illinois Institute of Technology

By:____________________________     By:____________________________

Name: _________________________ Name:____________________________

Title: ___________________________   Title:____________________________

Date:___________________________     Date:__________________________
Part 4. APPENDIX:

A. Conditions of Purchase
B. Debarment and Suspension
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.

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

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

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

(7) The contractor will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding
upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

   (i) To file on or before May 31 of each year, or within 30 days of accepting this contract or order, if not presently filed, Standard Form 100 (EEQ-1); and
   (ii) To develop and maintain an affirmative action program, if it has not done so already, for each of its establishments within 120 days from commencement of this contract and/or purchase order pursuant to Order No. 4 as revised.

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

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

(d) During the performance of this contract, the Contractor agrees to comply with all applicable provisions of Section 503 of the Rehabilitation Act of 1973 (Public Law 93-516) as the same may be from time to time amended, together with all applicable regulations there under.

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

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

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

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

__________________________________________________________________________________

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

https://www.sam.gov/portal/public/SAM/?portal:componentId=8c7f8700-963b-4ba8-b8c2-2d86208893d6&portal:type=action&interactionstate=JBPNs_r00ABXc0ABBfanNmQnJpZGdlVmlld0IkAAAAAQATL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**

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

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

(Company name)

________________________________________________________

(Signature and Title of Authorized Official)

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

IIT (10/08)