Request for Proposal
Uninterruptible Power Systems (UPS)
Preventive Maintenance Service
Part 1. The Project Description

Part 2. The 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. Contractor Qualification Form
C. Pricing Schedule
D. IIT M/WBE Plan
E. Form 100
F. Form 100M
G. Service Agreement Sample
H. Campus Map

Part 4. Appendix

A. Conditions of Purchase
B. Certification of Primary Participant
C. Disbarment Certification Form
Part 1  Project Description:

The University is soliciting proposals for Uninterruptible Power Systems (UPS) Preventive Maintenance Service for certain campus equipment.

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 preventive maintenance 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 10 West 35th 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 three references. The three similar contract contacts will be considered the three references and may be contacted by an IIT representative.

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

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 manager.

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 Manager:

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

4.1.2 Pre-proposal meeting will be held at 100 West 33rd Street, Room 200 on Friday 03/16/2018 at 10:00 am. At that time IIT will take any questions and your all buildings desired by the bidding contractors. ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY. Any questions, answers & clarifications made at the pre-proposal meeting will be addressed in the form of an Addendum via email to all contractors.

4.1.3 Proposal Pricing shall be submitted on the Pricing Schedule & Equipment List spreadsheet, and example is attached here to (Exhibit C). An electronic copy of Exhibit C can be obtained by emailing dcolem10@iit.edu. Submissions of Exhibit C are only valid if pricing on an entire list is completed.

4.1.4 Only a file copy of Exhibit C obtained through the IIT contract manager 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 Request for Custodial Qualification Form and/or Proposal Forms (Exhibit B/C), 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 A scanned signed, typed/handwritten copy of the CONTRACTOR QUALIFICATION FORM (Exhibit B) along with a completed electronic Excel copy of the PRICING SCHEDULE (Exhibit C) are required to be emailed to dcolem10@iit.edu with the subject of the email: UNINTERRUPTIBLE POWER SYSTEMS (UPS) PREVENTIVE MAINTENANCE SERVICE PROPOSAL: Contractor’s name

**See line 4.1.3 for info as to how to obtain a valid copy of Exhibit C

One (1) paper copy of all proposal documents may also be submitted to the following attention in a sealed envelope with the mailing cover subject line as follows: UNINTERRUPTIBLE POWER SYSTEMS (UPS) PREVENTIVE MAINTENANCE SERVICE PROPOSAL: Contractor’s name; and submitted to the following attention:

Darlene M. Coleman
Contract Manager
Facilities Maintenance Management
100 West 33rd Street, Suite 200
Chicago, Illinois 60616

4.2.2 All Qualifications/Proposals shall be submitted to Darlene M. Coleman at or before 2:00pm, Friday, 03/30/2018. Proposals received after that time 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.
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 G. 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 Article 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 an 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 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. Contractor Qualification Form
C. Pricing Schedule
D. IIT M/WBE Plan
E. Form 100
F. Form 100M
G. Service Agreement Sample
H. 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 will 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. Contractor Qualification Form
C. Pricing Schedule
D. IIT M/WBE Plan
E. Form 100
F. Form 100M
G. Service Agreement Sample
H. Campus Map

Part 4. Appendix

A. Conditions of Purchase
B. Certification of Primary Participant
C. Disbarment Certification Form
Uninterruptible Power Systems (UPS)
Scope of Work – Major & Minor Preventative Maintenance

Semi-Annual Services (Minor)
1. Consult with site personnel on the unit(s) performance, history, pending upgrades or noticeable abnormalities, address any questions and discuss schedule of repairs
2. Perform a complete visual inspection of all internal wiring harnesses, contactors, breakers, inductors, transformers, capacitors, circuit boards, IGBT’s, SCR’s, transistors, and high voltage assemblies.
3. Thermally scan all breakers, major power connections, and associated controls. Report all delta temperatures greater than 20 degrees F on three phase connections.
4. Measure & record all actual system and LCD meter readings on UPS (+/- 1%)
5. Review alarm log/history event file for any irregular activity or events, update time and date
6. Visually inspect Rectifier and Inverter snubber circuit condition
7. Inspect AC/DC power capacitors and DC vent caps that may have extruded more than 1/8”, verify date codes
8. Inspect Inverter and rectifier gate driver board condition and connections
9. Check power supply voltages for stability (flickering LED’s) and correct output (+/- 10%)
10. Visually inspect Static Switch assembly components including SCR’s, driver board, fuses and wiring
11. Measure and record 3 phase harmonic I/O capacitor current readings (within 10% P-P)
12. Visually inspect DC chopper assembly components including chokes, SCR’s, capacitors, fuses, and wiring
13. Check fans for proper operation and rotation
14. Verify all LED’s and lights on UPS and Remote Monitoring Panel are operational
15. Check that any critical OEM field service advisory modifications have been completed
16. Verify Remote Notification System status—web card, modem, BMS, etc
17. Verify inverter output waveforms are not clipping and are sinusoidal with digital Oscilloscope
18. Check air filters for cleanliness and correct type: clean or replace as needed
19. Perform complete battery PM and adjust charger float settings if necessary (see battery SOW)
20. Perform inspection of precision environmental cooling equipment, check temp and performance parameters
21. Provide inspection report, with recommendations, to Customer within three (3) business days

Annual Services (Major) - includes all semi-annual components
1. Transfer load to bypass (maintenance bypass if available) and isolate UPS module (when possible)
2. Check/torque all high voltage input/output/battery bus connections
3. Inspect all UPS components: inverter, rectifier, static switch, chopper, for signs of defects or stress
4. Torque all UPS components: inverter, rectifier, static switch, chopper to specified values
5. Inspect all UPS magnetics: isolation transformers, inductors, chokes, for signs of defects or stress
6. Torque all UPS magnetics: isolation transformers, inductors, chokes, to specified values
7. Check and Verify control parameters/setups if possible
8. Check and Verify inverter, rectifier, static switch, and control software if possible
9. Check and adjust internal operating parameters below (not applicable to all makes and models)
   A. Rectifier and inverter over/under voltage set points
   B. Ground fault detection set points
   C. Over/under frequency thresholds/set points
10. Check and adjust external operating parameters below (not applicable to all makes and models)
    A. UV/OV transfer settings (if digital or analog set point)
    B. DC parameters, float voltage, DC current calibration (if necessary)
    C. Rectifier/inv ramp or walk in
11. UPS frequency slew rate and slew function is on
12. Calibrate LCD display to actual values if necessary
13. Check DC capacitor fuses for continuity
14. Simulate actual utility failure (load on MBB only), verify rectifier walk in and current limiting (approval required)
15. Simulate static switch Emergency Transfer Test (simulate inverter fuse failure)
16. Verify batteries discharge and recharge normally
17. Check UPS/generator compatibility if necessary (approval required)
18. Clean external and internal UPS components (using compressed air, vacuum)
19. Perform inspection of precision environmental cooling equipment, check temp and performance parameters
20. Provide inspection report, with recommendations, to IIT contract administrator
Battery Stored Energy System
UPS Batteries Preventative Maintenance

Semi-Annual Services (Minor):

1. Overall float voltage measured at the battery terminals
2. Charger output current and voltage—calculated to 2.25-2.27 VPC
3. Verify charger AC ripple current and voltage are within tolerance (varies based on cell type)
   - Typically no greater than .5% rms of the DC float voltage
   - Typically no greater than 5 amps per 100AH of rated capacity
4. Ambient temperature and the condition of ventilation and monitoring equipment
   - Battery life can be cut in half by high ambient temperatures
5. Visual individual cell condition check for corrosion at terminals, racks, or cabinet
6. General appearance, accessibility and cleanliness of the battery, battery rack or cabinet and battery area
7. Check cover integrity and check for cracks in cell/unit or leakage of electrolyte
8. Verify a properly grounded battery rack and check for short to ground
9. Verify there is no excessive jar/cover distortion
10. Internal conductance test of each battery, measured in Siemens (mhos)
    - This is compared to a known good baseline value from the OEM
    - 70% capacity = warning, 60% capacity = failure
11. Cell voltage of each battery
12. AC ripple current on each battery
13. Inter-cell connection 10% test - Resistance of 10% of random connections tested
14. Verification of all DC breaker settings
15. Thermal temperature scan on exposed cells and posts
16. Corrosion removed and terminals greased if necessary
17. Immediate assessment provided while on site
18. Full color graphical report with recommendations provided within three (3) days

Annual (Major) this inspection includes all of the above as well as:

1. Inter-cell connection 100% test
   - Resistance of 100% of connections tested
   - All connections re-torqued if necessary
2. Corrosion removed and terminals greased if necessary
3. Main DC cabinet bus lugs torqued and inspected
<table>
<thead>
<tr>
<th>Equipment</th>
<th>Mfg</th>
<th>Rating</th>
<th>Battery Qty</th>
<th>Serial</th>
<th>Model</th>
<th>Building</th>
<th>Address</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-6805</td>
<td>37SA050A0C6EA09</td>
<td>Stuart Building</td>
<td>10 W. 31st</td>
<td>Data Center, Suite 014</td>
</tr>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-6805</td>
<td>37SA050A0C6EA09</td>
<td>Stuart Building</td>
<td>10 W. 31st</td>
<td>Data Center, Suite 014</td>
</tr>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-7991</td>
<td>37SA050A0C6EA23</td>
<td>Technology Business Center</td>
<td>3440 S. Dearborn</td>
<td>Data Center, Suite 150, Room 141</td>
</tr>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-7992</td>
<td>37SA050A0C6EA23</td>
<td>Technology Business Center</td>
<td>3440 S. Dearborn</td>
<td>Data Center, Suite 150, Room 141</td>
</tr>
<tr>
<td>PH MDF UPS</td>
<td>APC</td>
<td>16 kVA</td>
<td>13</td>
<td>SD1711T74290</td>
<td>Symmetra LX 16000</td>
<td>Perlstein Hall</td>
<td>10 W. 33rd</td>
<td>Suite 030</td>
</tr>
</tbody>
</table>
QUALIFICATION FORM
(TO BE SUBMITTED WITH THE PROPOSAL DOCUMENTS)

Contractor is to complete the form below as well as the ILLINOIS INSTITUTE OF TECHNOLOGY – VENDOR APPLICATION FORM (VAF). Contractor is also to submit W-9 form, and if applicable Small or Disadvantaged Business Certification Forms.

COMPANY INFO:
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: __________________________________________

BUSINESS STATUS: Check more than one if applicable.

IIT is committed to socially responsible purchasing practices that support local community based and diversity owned businesses. We appreciate your assistance by indicating your diversity and/or small business classification below:

- Asian  African American  Women Owned  Hispanic  Veteran
- Small Business  Native American  Service Disabled Veteran  Physically Challenged  Other

____% of work will be awarded to Minority Business  ____% of work will be awarded to Women Owned Business Enterprises

EXPERIENCE:
1. Is your company presently providing services for any College/University office/school buildings similar to the scope of this RFP?  Yes _____  No _____
2. What is the total square footage your company has under contract? ________________

REFERENCES (PLEASE PROVIDE 3):
List Company Names, Contact Person & Contact Information for current similar contracts:

1. ____________________________________________________________________________
2. ____________________________________________________________________________
3. ____________________________________________________________________________

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

Signed __________________________  Date ______________________
## EXHIBIT C
### PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Mfg</th>
<th>Rating</th>
<th>Battery Qty</th>
<th>Serial</th>
<th>Model</th>
<th>Building</th>
<th>Address</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-6805</td>
<td>37SA050A0C6EA09</td>
<td>Stuart Building</td>
<td>10 W. 31st</td>
<td>Data Center, Suite 014</td>
</tr>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-6805</td>
<td>37SA050A0C6EA09</td>
<td>Stuart Building</td>
<td>10 W. 31st</td>
<td>Data Center, Suite 014</td>
</tr>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-7991</td>
<td>37SA050A0C6EA23</td>
<td>Technology Business Center</td>
<td>3440 S. Dearborn</td>
<td>Data Center, Suite 150, Room 141</td>
</tr>
<tr>
<td>UPS</td>
<td>Liebert</td>
<td>50 kVA</td>
<td>40</td>
<td>37-7992</td>
<td>37SA050A0C6EA23</td>
<td>Technology Business Center</td>
<td>3440 S. Dearborn</td>
<td>Data Center, Suite 150, Room 141</td>
</tr>
<tr>
<td>PH MDF UPS</td>
<td>APC</td>
<td>16 kVA</td>
<td>13</td>
<td>5D1711T74290</td>
<td>Symmetra LX 16000</td>
<td>Perlstein Hall</td>
<td>10 W. 33rd</td>
<td>Suite 030</td>
</tr>
</tbody>
</table>
EXHIBIT D

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

The following constitutes the MBE/WBE and Equal Employment Opportunity Plan (the "Plan") which shall govern the activities of the 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 MBE/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:** bucnewera@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:** keoleman@thechicagourbanleague.org
Website: www.thechicagourbanleague.org

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

**Directory of Certified, Disadvantage Minority and Women Business Enterprise**
**Department of Procurement Services**
Certification and Compliance Division
121 North LaSalle Street Room 403
Chicago, IL 60602
Phone: (312) 744-4900
Website: www.cityofchicago.org/city/en/depts/dps/provdrs/cert.html

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

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

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

**Women’s Business Development Center**
8 S. Michigan Ave., #400
Chicago, Illinois 60603
Phone: (312) 853-3477
Fax: (312) 853.0145
**Email:** wbdc@wbdc.org
Website: www.wbdc.org/

**Chicago Anchors for a Strong Economy**
Kathryn Yaros
Anchor Relationship Manager
World Business Chicago
Phone: (312) 763-3653
**Email:** kyaros@worldbusinesschicago.com
Website: www.worldbusinesschicago.com/
ELECTED OFFICIALS:

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

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

State Senator Mattie Hunter (3rd District)
District Office:
2929 S. Wabash Avenue, Suite 102
Chicago, IL 60616
Phone: (312) 949-1908
Fax: (312) 949-1958
Email: senator03district@gmail.com
Website: www.senatorhunter.com

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

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

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

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

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

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

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

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to Prime Contractor and subcontractor obligations.

XII. INABILITY TO MEET M/WBE GOALS

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

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

A Contractor that fails to meet the M/WBE goals and fails to demonstrate sufficient reasonable efforts will be deemed in non-compliance and shall not be eligible to be awarded the contract/agreement.
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>
<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
**FORM 100M**

Illinois Institute of Technology
Chicago, Illinois

MBE/WBE AWARD VERIFICATION
(To be Completed by MBE/WBE Firm)

Company: ________________________________________      MBE( )       WBE( )

Address: ________________________________________

________________________________________________________________________

________________________________________________________________________

Telephone: ________________________________________

Contact Person: ________________________________________

Our Firm: (Check One)    ( ) has provided;

( ) is providing;

( ) is committed to provide;

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

<table>
<thead>
<tr>
<th>Scope of Work or Materials Provided</th>
<th>Value of Contract or Purchase Order</th>
</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 Uninterruptible Power Systems (UPS) Maintenance Services 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 Uninterruptible Power Systems (UPS) maintenance services (collectively, "Services"). These Services are to be provided to certain of IIT's Buildings (collectively, "Buildings"), as identified on Exhibit A which are attached to and made part of this Agreement.

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

2. Term

The term of this Agreement shall commence on June 1st, 2018 ("Commencement Date") and shall expire on May 31st, 2021 ("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 provided 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 monthly 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 Additional Services.)

7. Incident Reports

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

8. Equal Employment Opportunity

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

9. Contractor’s Employees

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

Contractor shall be responsible for hiring, paying, supervising and disciplining its employees in performing its obligations hereunder; provided, however, that IIT shall have the right to require Contractor to remove any employee who, in IIT’s sole discretion, is deemed unsuitable to work at IIT. Contractor shall be solely responsible for complying with all legal and regulatory requirements as an employer, including, but not limited to, wage and hour, taxes, workers compensation, OSHA and employee benefits.
Contractor shall take reasonable steps to prevent its employees from committing any acts of personal misconduct, criminal conduct and/or damage to IIT, its employees and students, and the personal property of any of the foregoing. Contractor shall not permit its employees to smoke or drink alcohol or be under the influence of any illegal drug or alcohol while working at IIT. Contractor shall not permit its employees to possess any firearm, mace or other weapon while working at IIT. Contractor shall have its employees treat all personnel and IIT property with due care and respect.

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

10. Management Employees

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

11. Performance Evaluations and Reporting

The parties’ Contact Persons shall meet no less than monthly to evaluate Contractor’s performance based on the Service Standards and weekly for planning and procedural purposes. 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 monthly 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_Updated%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 further waives any Claims against IIT for damage or destruction to its property or equipment and for economic loss or business disruption, unless caused by IIT’s reckless disregard or willful and wanton misconduct. Contractor shall pay for any damage or destruction caused by its employees or agents to IIT property or equipment, excluding normal wear and tear. Contractor shall pay for the damage within thirty (30) days after receipt of the IIT’s invoice for such damage.

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

15. **Insurance**

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

Certificate of Insurance must clearly state:

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

Certificates received without this language will be rejected.

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

16. Force Majeure

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

17. Confidential Information

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

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

<table>
<thead>
<tr>
<th>IIT:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Phone: __________________________
Fax: __________________________
E-mail: __________________________

Phone: __________________________
Fax: __________________________
Email: __________________________
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:**
Contract Administrator  
Darlene Coleman  
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:____________________________
Contractor Safety

Approved: October 10, 2005
Reviewed and Modified: October 17, 2016
Reviewed and Modified: October 16, 2017
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Purpose</td>
<td>1</td>
</tr>
<tr>
<td>2. Scope</td>
<td>1</td>
</tr>
<tr>
<td>3. Definitions</td>
<td>1</td>
</tr>
<tr>
<td>4. Responsibilities</td>
<td>2</td>
</tr>
<tr>
<td>5. Procedure</td>
<td>2</td>
</tr>
<tr>
<td>5.1 Facility Management/Design &amp; Construction Projects</td>
<td>2</td>
</tr>
<tr>
<td>5.2 Non-Facilities Management Projects</td>
<td>3</td>
</tr>
<tr>
<td>5.3 Contractor Safety Deficiency Notifications</td>
<td>3</td>
</tr>
<tr>
<td>6. Recordkeeping Requirements</td>
<td>4</td>
</tr>
<tr>
<td>7. Approval</td>
<td>4</td>
</tr>
<tr>
<td>Appendix A – List of Illinois Institute of Technology Contractor Safety Forms</td>
<td>5</td>
</tr>
<tr>
<td>Pre-Construction Safety Meeting Checklist Form</td>
<td>A.1</td>
</tr>
<tr>
<td>Potential Hazard Notification Form</td>
<td>A.2</td>
</tr>
<tr>
<td>Request for Safety Program Information</td>
<td>A.3</td>
</tr>
<tr>
<td>Notice of Non-Compliance (Safety) Form</td>
<td>A.5</td>
</tr>
</tbody>
</table>
1. PURPOSE:

This document sets forth guidelines to assist IIT personnel in proactively communicating to contractors any known and recognized health and safety concerns unique to IIT activities that may affect contractor operations. This document will also aid IIT personnel in the development of health and safety contract specifications.

2. SCOPE:

These guidelines should be reviewed and, as appropriate, applied by all IIT employees who secure the services of a contractor for the purpose of:

- New construction
- Remodeling
- Facility maintenance or repair
- Master Service and Task Order Agreements
- Equipment maintenance and/or replacement
- Retrofits and modifications
- Inspection and testing services (collectively, a “Project”)

As determined appropriate, the Non-Facilities Management Contract Administrators may use this guidance in communicating safety responsibilities and known and recognized hazards to the contractor.

3. DEFINITIONS:

3.1. Contract - any written agreement between IIT and a Contractor to perform a specified scope of work within the boundaries or limits of the main campus or one of the satellite campuses. For purposes of this document, a contract includes, but is not limited to, a vendor agreement, an awarded P.O. and/or a project contract. The definition of contract shall be broadly construed.

3.2. Contractor – an individual, partnership, corporation, joint venture or other legal entity having a Contract with IIT to perform work.

3.3. Contract Administrator - the IIT employee (e.g., Project Manager, Supervisor, Construction representative, etc.) responsible for overseeing a Contractor's activities.

3.4. Non-Compliant Hazardous Work Condition – any hazard that is considered to be non-compliant with Federal, State, or Local environmental health and safety guidelines or that is inconsistent with generally accepted safe work practices.

3.5. Notice of Non-Compliance (Safety) - a written notice provided to the Contractor by the Contract Administrator or his or her designee, alerting the Contractor to the fact that it may not be in compliance with an IIT's specification, OSHA regulations or other generally accepted safe work practice.

3.6. Pre-Construction Safety Meeting Checklist - a checklist used by IIT personnel to ensure that health and safety issues are discussed and relevant safety information is provided to the Contractor prior to commencing work on a Project.

3.7. Potential Hazard Notification Form – a written notice from IIT to the Contractor setting forth site specific known and recognized potential hazards unique to IIT's operations and noting hazard and safety information provided in the Contract specifications.
3.8. Safety Concern - situations that may become hazardous if generally accepted safe work practices are not followed.

3.9. Safety Program Request Form – a written notice of safety programs, procedures and documentation that the Contractor must have in place prior to beginning the project.

4. RESPONSIBILITIES:

It is the responsibility of the Contractor to protect its employees, subcontractors, suppliers and IIT personnel present at the work site, and to provide a safe place of employment and safe work site. The implementation of this Program does not imply that IIT is establishing or enforcing safety practices for the benefit of a Contractor, subcontractor, supplier or their employees.

5. PROCEDURE:

5.1. Facility Management/Design & Construction Projects

5.1.1. Contract specifications for all Projects shall provide site information on known health or safety concerns.

5.1.2. Pre-Construction Safety Meeting Preparation: As far as it is reasonable to do so, Safety Concerns should be addressed in the Contract specifications for all Projects. The concerns should list general safety guidelines relevant to the Contractor’s work location, review known and recognized Safety Concerns as specified in the Contract specifications, and provide basic guidance on addressing Safety Concerns that may be identified by the Contractor or IIT during the project.

5.1.3. General Pre-Construction Safety Meeting Guidelines:

A. Prior to beginning construction projects or beginning a service or task order agreement, IIT personnel should participate with the Contractor in a Pre-Construction Safety Meeting. The meeting should be repeated annually at a minimum in the case of multiple year construction projects and service or task order agreements.

B. The purpose of the Pre-Construction Safety Meeting is to inform or review with the Contractor, known and recognized potentially hazardous conditions unique to IIT’s activities that are located within the immediate or surrounding area of the Contractor’s work site/location (as set forth in the Potential Hazard Notification Form), and to discuss and receive information regarding the implementation and enforcement of the contractor’s on-site safety program (as set forth in the Safety Program Request Form) to ensure the health and safety of its employees and those of its subcontractors and suppliers as well as IIT personnel. This meeting will also address relevant emergency information, such as signing up for IIT Alert, the location of emergency phones and AEDs, and how to report an emergency, including calling IIT Public Safety.

C. The Pre-Construction Safety Meeting group may include, but is not limited to, the following individuals:

(i) Contract Administrator,
(ii) Contractor’s representative
(iii) IIT employee, designated by the appropriate Program Center Dean or
Director, who is most familiar with the potential hazards that the Contractor may be exposed to during construction activities

(iv) When appropriate, the IIT Director of Environmental Health & Safety (“DEHS”) or designee.

5.1.4. During the Pre-Construction Safety Meeting IIT will:

A. Discuss the Contractor safety program and review the Safety Program Request Form; list (unless otherwise addressed in the Contract Specifications) the identified Safety Concerns unique to IIT operations as set forth in the Potential Hazard Notification Form; complete the Pre-Construction Safety Meeting Checklist; discuss specific procedures used by IIT when engaging in the specified hazardous work activities as may be listed in the Contract specifications; and inform the Contractor that a Notice of Non-Compliance (Safety) will be issued for noted unsafe conditions that could impact the Contractor or IIT personnel and that the DEHS may be invited to investigate the need for OSHA intervention upon issuance of a Notice of Non-Compliance (Safety).

B. The Contractor shall review and sign the Pre-Construction Safety Meeting Checklist, the Potential Hazard Notification Form and the Safety Program Request Form indicating that all the information contained in these forms has been provided to, and is understood by, the Contractor.

C. Original documents shall be maintained by the IIT Contract Administrator and copies shall be provided to the Contractor and/or site representative.

5.2. Non-Facilities Management Projects

5.2.1. Contract Administrators who manage Non-Facilities Management projects at IIT, such as equipment repair, equipment maintenance, equipment replacement, equipment modifications, and inspection and testing services should, if determined appropriate, provide safety information to the Contractor consistent with these guidelines.

5.2.2. When appropriate, the Non-Facilities Management Contract Administrator may use any of the forms or suggestions contained in this document to communicate safety responsibilities, and known and recognized hazards to the Contractor.

5.3. Contractor Safety Deficiency Notifications

5.3.1. Contract Administrators are not expected to know general hazards associated with the construction profession or to oversee the safety efforts of Contractors working on university projects. However, if a Contract Administrator becomes aware of a hazardous or potentially life threatening situation, he or she shall immediately notify the Contractor of such conditions. Notification may be provided verbally, but any verbal notification must be followed up with a “Notice of Non-Compliance (Safety)” form, as described below.

5.3.2. Addressing Contractor Hazards

5.3.2.1. The Contract Administrator is authorized to stop Contractor work activities wherever and whenever it reasonably appears that death or serious injury is imminent (i.e., remove IIT employees, students, and visitors from potential exposure, and direct the Contractor to stop construction activities until the life threatening hazards have been abated), and shall immediately notify the Director
of Design & Construction or the appropriate Project Manager that the Project has been halted.

5.3.2.2. A “Notice of Non-Compliance (Safety)” form shall be completed and provided to the Contractor any time a serious regulatory, non-compliant condition has been observed, and the Contractor has not taken immediate action to correct the condition.

5.3.2.3. IIT employees who identify a hazardous situation at a Contractor work location shall immediately notify the Contract Administrator of such concerns. The Contract Administrator shall notify the Contractor.

5.3.2.4. Should safety hazards remain unaddressed following the issuance of a “Notice of Non-Compliance (Safety)”, the Contract Administrator may utilize the assistance of the DEHS in determining the need for additional intervention.

6. RECORDKEEPING REQUIREMENTS

The Contract Administrator should maintain all of the documents listed below in the Project Contract, and these materials should be made available to the DEHS and the IIT Safety Policy Committee upon request. Template forms are attached as Appendix A.

1. Pre-Construction Safety Meeting Checklist
2. Potential Hazard Notification Form
3. Safety Program Request Form
4. Notice of Non-Compliance (Safety)

7. APPROVAL

The IIT Safety Committee has reviewed and recommend the adoption of this Policy on July 18, 2005, and this Contractor Safety Policy is approved and effective this 10th day of October 2005. The Safety Committee will review the contents, implementation and effectiveness of this Program no less than annually (but as often as necessary) to ensure that it meets all required legal and regulatory requirements and is adequately providing a safe and healthful environment for IIT faculty, employees and students.

By: /s/ Allan S. Myerson
    Provost and Senior Vice President

By: /s/ John P. Collins
    Vice President for Business & Administration
1. Pre-Construction Safety Meeting Checklist
2. Potential Hazard Notification Form
3. Safety Program Request Form
4. Notice of Non-Compliance (Safety)
# Illinois Institute of Technology
## Contractor Safety
### Pre-Construction Safety Meeting Checklist

<table>
<thead>
<tr>
<th>Project Title and Contract No.:</th>
<th>Pre-Construction Meeting Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s Name:</td>
<td>Scheduled Project Start Date:</td>
</tr>
<tr>
<td>Contractor’s Safety Representative:</td>
<td>Contractor’s Phone No.: ( )</td>
</tr>
<tr>
<td>IIT Safety Representative:</td>
<td>Project Manager Phone No.:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Hazardous Materials Information, relevant to IIT’s involvement with the project, has been provided to the contractor as required by OSHA’s Hazard Communications Standard.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td>Confined space entry requirements have been reviewed with the contractor. The contractor understands that entry requirements are to be followed at all times.</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td>The contractor has been informed of the required working conditions and the contractor understands that he or she is obligated to follow IIT’s Safety Program guidelines.</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td>The contractor has been instructed to provide their employees with the information identified on the &quot;Potential Hazard Notification&quot; form and in the contract specifications.</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td>In accordance with regulatory requirements, the contractor has been reminded to maintain written Health and Safety Program(s) at the work location (HazCom, Confined Space, etc.), all as set forth in the Safety Program Request Form. Certified Safety Submittals will be required by IIT prior to authorizing construction activities to begin.</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td>The contractor understands that IIT will provide written notifications of non-compliance for non-compliant safety conditions created by the contractor’s operation affecting IIT or contractor personnel. “Notice of Non-Compliance Conditions” will not be provided for &quot;perceived unsafe conditions&quot; that are inherent to the nature of the work and that do not violate project specifications or OSHA guidelines. The contractor further understands that he or she is obligated to immediately address all non-compliant condition(s).</td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td>The contractor understands that the IIT Project Manager is not a safety professional, and will only provide “Notice of Non-Compliance Conditions” for obvious and serious Non-Compliant conditions affecting IIT or contractor personnel. The contractor has responsibility for the safety of all individuals (including IIT Project Management) who enter into the construction work site.</td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td>Contractors are required to operate and maintain their own safety and safety-related equipment. IIT’s safety equipment will not be loaned to the contractor.</td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td>The contractor has been given a copy of this checklist and the “Potential Hazard Notification” form.</td>
</tr>
</tbody>
</table>

Signed: ___________________________ Date: ________________
IIT Representative – (Project Manager)

Signed: ___________________________ Date: ________________
Contractor’s Representative

cc:  IIT - Director, Environmental Health & Safety  
IIT - Director, Design and Construction, Department of Facilities  
IIT - Director, Maintenance Management, Department of Facilities
Illinois Institute of Technology  
Contractor Safety  
Potential Hazard Notification Form

<table>
<thead>
<tr>
<th>Project Title and Contract:</th>
<th>Pre-Construction Meeting Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s Name:</td>
<td>Scheduled Project Start Date:</td>
</tr>
<tr>
<td>Contractor’s Safety Representative:</td>
<td>Contractor’s Phone No.: ( )</td>
</tr>
<tr>
<td>Contract Administrator:</td>
<td>Project Manager Phone No.:</td>
</tr>
</tbody>
</table>

### Safety Considerations and Potential Hazards

<table>
<thead>
<tr>
<th>Item #</th>
<th>Location &amp; Precautions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Review Site Specific Health and Safety Information.</td>
</tr>
<tr>
<td>2.</td>
<td>Review safety and hazard information as provided in the Contract Specifications (if applicable).</td>
</tr>
</tbody>
</table>

I (contractor name) ___________________________ understand that I am required to provide this information to my employees. I also understand that the hazard information presented to me is based on the IIT’s understanding of the work location as it relates to IIT’s activities. I further understand that my (Contractor’s) activities will require me to assess the work location and implement safety controls and procedures, as appropriate, that are compliant with OSHA Regulations.

Signed: ___________________________  Date: ______________
IIT’s Representative

Signed: ___________________________  Date: ______________
Contractor’s Representative
1. It has been determined by IIT that during this project you will be engaging in work activities that will require your company to have the following documents readily available at the work site. Any of the items marked with an “X” below shall be sent to IIT (via e-mail to chaffee@iit.edu and cporte1@iit.edu) prior to the start of the project.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Codes of Safe Work Practices as required.</td>
</tr>
<tr>
<td>B</td>
<td>Safety Instruction program as required.</td>
</tr>
<tr>
<td>C</td>
<td>Injury and Illness Prevention Program (IIPP) as required.</td>
</tr>
<tr>
<td>D</td>
<td>Trenching and Excavation Program as required.</td>
</tr>
<tr>
<td>E</td>
<td>Electrical Safety Program as required.</td>
</tr>
<tr>
<td>F</td>
<td>Respiratory Protection Program as required.</td>
</tr>
<tr>
<td>G</td>
<td>Confined Space Entry Program as required.</td>
</tr>
<tr>
<td>H</td>
<td>Lockout/Tagout Program as required.</td>
</tr>
<tr>
<td>I</td>
<td>Fall Protection Program as required.</td>
</tr>
<tr>
<td>J</td>
<td>Hazardous Waste Operation Program / Site Health and Safety Plan as required.</td>
</tr>
<tr>
<td>K</td>
<td>Hazardous Materials Communications Program (HazCom) as required.</td>
</tr>
<tr>
<td>L</td>
<td>Powered Industrial Trucks or Earth Moving Equipment Training Program as required.</td>
</tr>
<tr>
<td>M</td>
<td>Any other health and safety program or procedure (not checked (X)) nor listed on this form) that the contractor recognizes must be followed during the construction activity.</td>
</tr>
</tbody>
</table>

2. Site Safety Officer

Please submit a summary of qualifications/resume of the Health and Safety Officer, who by virtue of training and experience is qualified to recognize and address safety issues that may arise at the construction location.
3. Other Required Information (i.e., Training Information)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

4. Comments

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I certify, on behalf of ________________________________, that I
have reviewed the foregoing, that the company as Contractor has all of the documents and
information checked above and that the company will be able to provide the same on request to
the IIT.

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________
NOTICE OF NON-COMPLIANCE (SAFETY)

PROJECT NAME: ____________________________  CONTRACT NO. ____________

CONTRACTOR: __________________________________________________________

Issued to Contractor’s representative: ______________________ (print name) on ________
______ at _______________ an unsafe condition was observed in the area of ________________
______________________________.

The university will not inspect work in this area until the unsafe condition is corrected. Any work
done without inspection will be subject to rejection. Should the unsafe condition not immediately be
corrected, IIT may notify OSHA for resolution of this matter.

__________________________                __________________________
(IIT Inspector)                (Supervisor)

Further action taken: ______________________________________________________

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Unsafe Condition Resolved: Date: ________________ Time: ________________

Remarks: ________________________________________________________________

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

cc: Contractor’s Home Office
    IIT - Director, Environmental Health & Safety
    IIT - Director, Design and Construction, Department of Facilities
    IIT - Director, Maintenance Management, Department of Facilities
EXHIBIT H

CAMPUS MAP
APPENDIX A

THESE ARE ILLINOIS INSTITUTE OF TECHNOLOGY’S CONDITIONS OF PURCHASE
PLEASE READ CAREFULLY

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

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

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

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

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

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

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

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; 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 subcontract or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

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

Dear Contractor:

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

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

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

In addition, the policies shall name Illinois Institute of Technology and any other parties reasonably designated by IIT as additional insureds.

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

“**Illinois Institute of Technology is named as an additional insured with respect to General Liability. All such coverage shall be primary and not contributory and shall contain a waiver of any rights of subrogation thereunder.**”

Certificates received without this language will be rejected.

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

Yours truly,

Frank R. FioRito
Director, Purchasing
312/567-7994
Fax 312/567-6808

Rev. 08/16/16
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

https://www.sam.gov/portal/public/SAM/?portal:componentId=8c7f8700-963b-4ba8-b8c2-2d86208893d6&portal:type=action&interactionstate=JBPNS_rO0ABXc0ABBfanNmQnJpZGdlVmlld0lkAAAAAQATL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**

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


______________________________________________________________
(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.