Illinois Institute of Technology

REQUEST FOR INFORMATION

TO: Potential Respondents

FROM: Frank R. FioRito, Director, Purchasing

DATE: March 21, 2016

SUBJECT: Temporary Employment Services – Identification of Preferred Suppliers Request for Proposals (“RFP”)

Illinois Institute of Technology ("IIT") is soliciting proposals from responsible vendors for inclusion into IIT’s Preferred Vendor list for providing temporary staff and temp-to-hire. A brief description of the services sought is set forth below, and detailed requirements are in Paragraphs C of the Solicitation Response Requirements. If you are interested and able to meet these requirements, we would appreciate receiving your proposal.

Brief Description:

IIT is seeking proposals from qualified vendors to provide temporary staff for all IIT campuses. The vendors chosen will be designated as preferred vendors of temporary staff to IIT. Preferred vendor status means that the vendors have been chosen after responding to an RFP; meet rigorous selection criteria; have entered into a written agreement with IIT; and are subject to ongoing periodic review. The chosen vendors will be exclusively promoted by IIT Purchasing and IIT Human Resources as vendors of choice for all IIT campuses’ temporary staff.

While designation as preferred vendor does not guarantee any minimum amount of IIT requirements, it is IIT’s objective to work with and promote these vendors so that significant volume will be directed only to preferred vendors.

Our temporary staffing requirements can involve any or all of these specialties:

1. Office
2. Finance and Accounting
3. Law
4. Scientific
5. Healthcare
6. Information Technology
7. Creative Services

By contracting with preferred vendors we will focus on:

1. Quality of the candidates
2. Responsiveness to filling our orders and addressing any service issues
3. The incentives offered the candidates including health coverage and the Affordable Care Act
4. Price effectiveness in lowering our overall costs
5. Willingness to negotiate pricing on placements
6. Reputation of servicing agency
7. Placement rate

We are especially interested in proposals that provide the greatest benefit to IIT in managing health coverage under the Affordable Care Act by minimizing our workload and liability.
This solicitation package consists of the following sections:

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

2) “Solicitation Response Requirements.” We have presented our needs in the form of specifications that explain how the proposal must be priced and the information that must accompany each proposal. Although your response to this solicitation is voluntary, without the requested information, we reserve the right to not consider your response.

3) “Proposal Form.” This Form requires a signature of an authorized representative of the respondent and the respondent’s proposal for providing the Services. Proposals must be received on this Form.

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

A. **SUBMIT PROPOSALS TO:**  
Illinois Institute of Technology  
3424 S State Street  
TC-Room 4A8-2  
Chicago, Illinois 60616  
Attn: Frank Fiorito

B. **DUE DATE & TIME FOR SUBMISSION AND OPENING:**  
Date: Monday, April 18, 2016  
Time: 10:00 a.m. (Local Time)

C. **NUMBER OF COPIES:** Submit one (1) signed original of your proposal in a sealed container addressed as follows:  
Illinois Institute of Technology  
3424 S State Street  
TC-Room 4A8-2  
Chicago, Illinois 60616  
Attn: Frank Fiorito  
Please identify your company on the envelope.

In addition, please email a Word Version of your proposal to: ffiorito@iit.edu

D. **PROPOSAL FIRM TIME:** 90 Days from Opening

E. **VENDOR CONFERENCE:**  
☐ Yes  ☒ No  
Mandatory Attendance:  
☐ Yes  ☒ No

F. **PROJECT CONTACT:**  
Illinois Institute of Technology  
3424 S State Street  
TC-Room 4A8-2  
Chicago, Illinois 60616  
Attn: Frank Fiorito  
ffiorito@iit.edu

G. **SUBMISSION OF PROPOSAL:** You may mail or hand-deliver a proposal, including any amendments. IN ADDITION TO your hardcopy proposal, responses specific to Appendix A (in Word Format) and B (in Excel Format) must be emailed to the Project Contact. The emailed Appendix A and B must be the same as the hardcopies included in your proposal. We must receive submissions as specified herein. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are local Chicago times. We are not responsible for and will not pay any costs associated with the preparation and submission of your proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IIT will evaluate responsiveness based on the following 5 criteria:

   I. Plan for servicing IIT’s needs and performance commitment
   II. Vendor’s systems for managing staff including screening, hiring, training, retention, and evaluation with emphasis on impact of the Affordable Care Act.
   III. Pricing and discount structure;
   IV. References; and
   V. Participation by Minority/Women Owned Business Enterprises

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

IIT CONDITIONS OF PURCHASE: See Appendix B

IIT INSURANCE REQUIREMENTS: See Appendix C

DEBARTMENT AND SUSPENSION CERTIFICATION: See Appendix D

END OF INSTRUCTIONS
SOLICITATION RESPONSE REQUIREMENTS

A. SUMMARY OF SUPPLIES AND SERVICES REQUIRED

Illinois Institute of Technology (IIT) is soliciting proposals from qualified companies to provide temporary staff and temp-to-hire needs for all IIT Campuses. The chosen vendors will be identified to the IIT purchasing community as “Preferred Vendors” for these services. These vendors will enter into performance agreements with IIT and will provide services as required. Preferred vendors are listed as preferred for a term of three years. The agreement for these services shall run for three (3) years, from on or about June 1, 2016 (or as soon as IIT can complete the process associated with this RFP) through and including May 31, 2019.

B. IIT’S GOAL

IIT is a private, Ph.D.-granting university with programs in the sciences, mathematics, engineering, architecture, design, business and law. IIT has approximately 6,800 full-time and part-time, graduate and undergraduate students, which includes a significant international student population. IIT is also a major research institution, which annually receives significant sums of governmental and private researching funding. We are looking for vendors who share our commitment to education, research and technology to help us meet our goals.

C. IIT’S PURCHASING PROCESS

IIT departments include administrative and academic offices. Each department is responsible for the management of its own budget. The decision to make a purchase results in action following IIT’s Purchasing Policies and Procedures.

For the purposes of this RFP and the resultant agreement, “Preferred” vendors are those that are actively promoted to IIT departments and presented as IIT’s vendor of choice to the exclusion of others. Departments are made aware that IIT has preferred vendors for temporary staff and they are strongly encouraged to place their orders only with preferred vendors. As each department has responsibility for its own budget, purchases from preferred vendors are encouraged, but not mandated. Use of an agreement resulting from this RFP may vary by department and campus location.

The supported procedure for procuring temporary staff follows these steps:

1. Obtain approval from the appropriate VP/Dean on a Justification for Temporary Employee Form (JTE) and a job description.
2. Provide the Temporary Justification Form signed by the VP/Dean to Finance.
3. When approved, Finance forwards the JTE and the job description to Human Resources.
4. Human Resources will provide a control number for the procurement to the requesting department.
5. The requesting department will consult the list of preferred temporary service vendors (chosen through this RFP process and maintained on the Purchasing website) to choose one or more companies to supply candidates.
6. Using pricing quoted by the chosen vendor, enter a requisition into IIT’s financial management system to encumber funds to cover the estimated cost of the temporary service placement.
7. Purchasing will generate a purchase order upon receipt of an approved requisition that lists the control number provided by Human Resources.
8. A purchase order will be communicated to the vendor and all invoicing should reference the purchase order number.
The use of a procurement card is not allowed for purchase of temporary staff services.

D. IIT TEMPORARY STAFF NEEDS

“Temporary Staff” that refers to requirements in four broad areas:

1. Administrative (Finance/Accounting); 2. Clerical; 3. Technical; and 4. Legal

Each of these areas may represent distinct marketing categories having a specific vendor base or there may be vendors that can provide services in multiple categories.

IIT’s intent is to identify at least two preferred vendors for each of these four areas. While the resulting list of preferred vendors providing coverage for all these areas could number anywhere from two to eight vendors, it is IIT’s goal to identify no more than three vendors who can provide services in a mix that will allow IIT to meet all requirements for each of these service areas.

It is estimated that the value of temporary services purchased by participating departments will exceed $400,000.00 annually.

Departments are made aware that the University has an ordering process and a list of preferred temporary staff providers and are instructed to follow the process described previously in this RFP document.

IIT expects the temporary staff services provided will meet agreed to standards for:


IIT purchasing operations:

1. While orders will be placed by phone, payment shall be authorized by an IIT purchase order.
2. The agreement arising from this RFP will run for a term of thirty-six (36) months. Proposals must state if the prices proposed will remain firm for the full agreement term or if proposal prices are subject to escalation/de-escalation. Proposals must clearly detail the mechanism used in adjusting pricing, frequency of price adjustments, and commitment to firm pricing.
3. Proposal shall state invoicing options available including provisions for monthly summary billing if available. IIT payment terms are net 30 days.
4. IIT is exempt from Illinois Sales Taxes and such taxes shall not be included in proposal prices. IIT will provide documentation of tax exemption upon request.
5. Temporary staff should not be provided to IIT as independent contractors, but as employees of the staffing firm.
6. Insurance coverage while on site at IIT shall meet or exceed the minimum requirements of this RFP.
Proposals must describe the following:

1. Process for hiring workers to be supplied for IIT jobs, including description of advertising methods, screening process, interviewing, testing, and decision to hire,
2. Company history including years in operation under current and previous names
3. Description of recordkeeping and methods used for tracking past employees
4. Description of training process
5. Workman’s Compensation Rating with discussion as to its effect on IIT’s costs
6. Average tenure of temporaries employed
7. In detail, whether “temp-to-perm” is offered and if so the costs
8. Training process
9. Hours of operation and mechanism for after-hours order placement and response time.
10. Health insurance coverage under the Affordable Care Act. (IIT is interested in proposals that address this coverage and minimize the workload and liability for IIT.)

The vendor should adhere to lowest price guarantees such that:

1. Vendor represents that pricing offered is not less favorable than the prices and terms offered to any of vendor’s other customers under similar quantities, terms and conditions and that if vendor offers to any customer lower prices or more favorable terms than are offered to IIT for similar scope of services, the vendor agrees to notify IIT in writing and concurrently extend such prices and terms to IIT;

2. Also, in those cases where IIT’s requirements are for order requirements that are due to specific purchase projects as defined by IIT, vendor will negotiate special pricing offering a larger discount from the agreement, even when competitors are not involved.

IIT requires delivery service response to IIT departments with ability to provide staffing within 4 hours of contact.

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

E. Proposal

You may provide one set of marketing materials.

The RFP is intended to solicit your answers related to:

- Service commitment
- Price effectiveness in lowering our overall costs
- Willingness to negotiate pricing on placements
- Reputation of servicing agency
- Quality of candidates
- Responsiveness to filling our orders and addressing any service issues
- Placement rate
- The incentives offered the candidates including health coverage and the eligibility requirements for these
- W/MBE Commitment
F. QUALIFICATIONS OF VENDORS
A respondent must submit the information below, so as to allow IIT to effectively evaluate its proposal. This information should be prepared on standard 8 ½ x 11 paper, bound on the left-hand side, with removable binding and with information printed on only one side. The font used should be 12 points or greater:

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

2. Table of Contents

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

4. A description of your firm’s ownership structure indicating whether it is a corporation, and if so if it is publicly traded and under what name; if the business is a partnership, LLC, or sole proprietorship identify which of these apply and provide the names of those entitled to receive 5% or more of the profits derived from the activities of the business.

5. References, which shall include no less that four references, two of whom shall be institutions of higher education. References must include the name and telephone number of a contact person at the referring entity.

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

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

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

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

10. Identify any conflicts of interest that may arise as a result of your section under this RFP.
11. Discuss any other factors not mentioned above which you believe should be considered by IIT in its selection process.

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

H. GENERAL AGREEMENT TERMS

1. Tentative Timeline
   Release RFP – March 21, 2016
   Due Date & Time – April 18, 2016 10:00 a.m. (Local Time)
   Award — On or about June 1, 2016

2. Beginning and End Date of Initial Term
The agreement for Services shall run from on or about June 1, 2016 (or as soon as IIT can complete the process associated with this RFP) through and including May 31, 2019.

3. Renewal
   At the end of the initial term of this agreement, IIT may initiate up to two (2) 1-year renewals provided both parties agree to such extension in writing at least 90 days prior to the expiration of the agreement. The decision whether to renew the agreement rests entirely with IIT.

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

PROJECT: Temporary Employment Services

PROPOSAL TO:
Illinois Institute of Technology
3424 S State Street
TC-Room 4A8-2
Chicago, Illinois 60616
Attn: Frank FioRito

PROPOSALS DUE: Monday, April 18, 2016 10:00 a.m.

The Undersigned acknowledges:

1. Receipt of the following Proposal Documents:
   a. Instructions to Respondents
   b. Solicitation Response Requirements, and Proposal Form
   c. Appendix A MBE/WBE PLAN AND EEO PLAN
   d. Form 100
   e. Form 100M MBE/WBE AWARD VERIFICATION
   f. Appendix B IIT CONDITIONS OF PURCHASE
   g. Appendix C IIT INSURANCE REQUIREMENTS
   h. Appendix D CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
   i. Appendix E Sample Agreement for Consulting Services

2. Attests to reviewing and understanding the Proposal Documents and to familiarity with all work stipulated in the Proposal Documents and agrees to hold this proposal open for 90 days after the due date.

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

4. Acknowledges receipt of any addendums issued to the RFP as follows:
   (Enter addendums acknowledged here)
Authorized signature in affirmation of the statements and Proposal pricing which can be found on page(s) of this proposal as shown below:

(Enter pages showing proposal pricing here)

________________________________________________________________________
(Name of Corporation) (Authorized Signature)

________________________________________________________________________
(Print Name and Title) (Date)

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. M/WBE CONTRACTING & PROCUREMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

V. ADMINISTRATION AND MONITORING

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

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

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

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

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

VI. COUNTING MBE/WBE PARTICIPATION TOWARDS CONTRACT GOALS

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

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

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

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

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

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

VII. RECORD KEEPING

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

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

VIII. NON-COMPLIANCE

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

IX. MBE AND WBE CONTRACTOR ASSISTANCE

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

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

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

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

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

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

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

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

**Agencies**

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

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

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

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

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

**Directory of Certified, Disadvantage Minority and Women Business Enterprise**

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

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

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

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

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

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

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

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

State Senator Kwame Raoul (13th District)
1509 E. 53rd Street
2nd Floor
Chicago, IL 60615
Phone: (773) 363-1996
Fax: (773) 681-7166
Website:

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

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

Alderman Robert W. Fioretti, 2nd Ward
1319 South State Street, Suite A
Chicago, Illinois 60605
Phone: (312) 263-9273
Fax: (312) 786-1736
Email: ward02@cityofchicago.org
Website: http://bobfioretti.com/

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

Alderman William Burns, 4th Ward
435 East 35th Street, 1st Floor
Chicago, Illinois 60616
Phone: (773) 536-8103
Website: http://www.aldwillburns.com

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:
https://sites.google.com/site/chicago20thward
XII. **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.
Illinois Institute of Technology

CONTRACTOR: ____________________

CONTRACT VALUE = _________________________

M.B.E. ($) ________________________

M.B.E. (%) ________________________

W.B.E. ($) ________________________

W.B.E. (%) ________________________

IIT

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>
</table>

**ATTACH COPIES OF CERTIFICATES

SUMMARY OF AWARDS

CONTRACT VALUE = _________________________

M.B.E. ($) ________________________

M.B.E. (%) ________________________

W.B.E. ($) ________________________

W.B.E. (%) ________________________

SIGNED: ________________________

TITLE: ________________________

DATE: ________________________
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>
</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 __________________________________________
1. Please send acceptance of this order at once and give date of shipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dear Contractor:

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

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

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

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

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

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

Certificates received without this language will be rejected.

Certificates Holder should be listed as: Illinois Institute of Technology and address should be shown as: Purchasing Department, 3424 S. State Street, TC-Rm 4A8-2; Chicago, IL 60616

Rev.03/18/16
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

_________________________________________________________________

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

System for Award Management (SAM)

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

CERTIFIES

(Company name)

OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF
OF THE COMMON RULE FOR NONPROCUREMENT SUSPENSION AND DEBARMENT, APPLY.

________________________________________________________

(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.
AGREEMENT FOR CONSULTING SERVICES
IIT PURCHASE ORDER NO. _______________**

THIS AGREEMENT is made and entered into as of this __ day of ____________, 20__ (the “Effective Date”) by and between ILLINOIS INSTITUTE OF TECHNOLOGY (“IIT”), an Illinois not-for-profit corporation, having its principal offices at 10 West 35th Street, Chicago, Illinois 60616, and ___________________ (“Consultant”), a(n) ________________, having its principal offices/residing at ________________________.

Recitals

[INSERT TWO OR THREE SENTENCES DESCRIBING WHAT IIT EXPECTS OF CONSULTANT IN TERMS OF SERVICES] (the “Project”). Consultant possesses the experience and expertise to so assist IIT. Therefore, by this Agreement, IIT intends to so engage Consultant, and Consultant intends to be so engaged.

Provisions

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, IIT and Consultant agree as follows:

1. Statement of Work. By this Agreement IIT retains Consultant to [INSERT A DETAILED DESCRIPTION OF ALL OF THE SERVICES TO BE RENDERED, INCLUDING, BUT NOT LIMITED TO, TIMEFRAMES AND DELIVERABLES] (collectively, the “Services”).

   In performing the Services, Consultant represents and warrants that it shall comply with all applicable laws and regulations of the United States, State of Illinois and relevant local governments and shall render the Services in a workman-like manner with the customary standard of care.

2. Payment. During the Term, IIT shall pay Consultant [INSERT FEE (I.E., FLAT FEE, HOURLY RATE, OR MONTHLY CHARGE)] as full payment for Consultant’s performance of the Services pursuant to this Agreement. [INSERT ANY SPECIFIC TERMS CONCERNING REIMBURSEMENTS, IF ANY.] Consultant shall invoice IIT monthly in arrears, with invoices to be sent to [INSERT NAME AND ADDRESS]. Invoices shall document with reasonable sufficiency the Services rendered by Consultant for the invoiced period and include supporting documentation for any eligible reimbursement. IIT agrees to pay Consultant within thirty (30) days of receipt thereof.

   Any reimbursable and authorized travel expenses must be incurred in a manner that is consistent with IIT’s Travel Policy, which can be found at the following weblink: http://web.iit.edu/sites/web/files/departments/general-counsel/policies/procedure_j3_travel.pdf.

   Finally, as a condition of payment, Consultant must complete either a Form W-9, Request for Taxpayer Identification Number and Certification (for U.S. citizens or resident aliens) or Form W-8BEN-I, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (for foreign aliens), as appropriate.

3. Status of Consultant. Regardless of where Consultant performs the Services and with whom Consultant may interact, it is understood and agreed that Consultant is providing the Services to
IIT as an independent contractor, not as an employee or agent of IIT. It is further understood and agreed that (i) IIT shall have no obligation to provide any employee benefits, including without limitation, workers’ compensation coverage and unemployment benefits, to Consultant, and (ii) Consultant shall be solely liable for the payment of any income tax, whether federal, state or local, as well as FICA and Medicare taxes. Consultant is solely responsible for Consultant’s employees. Consultant acknowledges that Consultant is not an agent of IIT, cannot bind IIT in any manner and will not represent or imply to any third party that Consultant is an agent of or can bind IIT.

4. **Term and Termination.** This Agreement shall remain in full force and effect from the Effective Date through [INSERT END DATE] (the “Term”). The Term may be altered or extended to a date certain only by the mutual written agreement of the parties. Notwithstanding the foregoing, IIT may terminate this Agreement for convenience and without liability at any time upon thirty (30) days’ prior written notice to Consultant. Upon notification, Consultant shall proceed in an orderly fashion to limit or terminate any outstanding commitments or obligations hereunder, and in the event of such early termination, payments by IIT to Consultant shall be adjusted to reflect the actual Services rendered through the date of such termination. In addition, either IIT or Consultant may terminate this Agreement upon a default. The occurrence of any of the following shall constitute a default: (i) IIT or Consultant fails to perform any provision of this Agreement and such failure is not cured within fifteen (15) days after written notice from the non-defaulting party, or (ii) any voluntary or involuntary proceedings are filed by or against IIT or Consultant under bankruptcy, insolvency or similar laws and, in case of any involuntary proceedings, are not dismissed within thirty (30) days after filing.

5. **Indemnification and Insurance.** Consultant shall indemnify, defend and hold harmless IIT and its trustees, directors, officers, agents and employees from and against any and all claims, damages, losses and expenses (including attorney’s fees) incurred where such claims, damages, losses and expenses arise from or relate to (i) Consultant’s negligent act or omission or willful misconduct in performing its obligations under this Agreement, and/or (ii) from its breach of this Agreement. Further, Consultant agrees and acknowledges that it is undertaking to perform the Services called for under this Agreement at its own risk, which it freely and knowingly assumes, and Consultant hereby releases and promises not to sue IIT and its trustees, directors, officers, agents and employees for any damages or injury (including death) caused by or associated with Consultant’s performance of the Services, except for damages or injury to the extent caused by the gross negligence or willful misconduct of IIT, and its trustees, directors, officers, agents and employees.

Consultant shall carry such professional liability insurance as is reasonable and appropriate. In addition, Consultant, at its cost and throughout the Term, shall procure and maintain commercial general liability insurance with limits not less than $1,000,000 combined single limit for any one occurrence covering personal injury, sickness or death or for damage to or the destruction of property arising or resulting from the acts or omissions of Consultant in performing the Services. Such commercial general liability coverage shall name IIT as an additional insured on a primary and not contributory basis. The form of all policy and deductible thereunder shall be issued by an insurer with an A.M. Best rating of “A- VII” or better. Such coverage shall require at least ten (10) days’ prior written notice to the additional insured before termination or material modification. Upon execution of this Agreement and within ten (10) days before the expiration of each such policy, Consultant shall deliver to IIT a certificate evidencing the foregoing insurance or renewal thereof.

6. **Confidentiality.** Consultant agrees to treat all information and data that Consultant receives (or has received) from IIT, in whatever format Consultant may receive (or may have received)
such information and data, as “Confidential Information”, and Consultant shall not disclose Confidential Information to any third party without the express prior written consent of IIT. Consultant further agrees and covenants that any and all Confidential Information shall only be used (and has only been used) for the purposes of performing its obligations under this Agreement. Consultant further agrees that any and all Confidential Information shall remain (and, at all times, has remained) the property of IIT. Upon termination of this Agreement, Consultant shall surrender any and all Confidential Information transmitted to it by IIT. Consultant’s obligations of confidentiality set forth herein shall survive for the greater of two (2) years from the termination of this Agreement or the period of time required by law and applicable to the Confidential Information.

Notwithstanding the foregoing, Confidential Information shall exclude the following information and data that:

(a) is or which becomes publicly known through no fault of Consultant;
(b) is known to Consultant prior to receipt from IIT, as evidenced by Consultant’s written records;
(c) is disclosed to Consultant in good faith by a third party who has an independent right to such information or data;
(d) is independently developed by Consultant, as evidenced by Consultant’s written records;
(e) is approved for disclosure by the express prior written consent of IIT; or
(f) is disclosed pursuant to subpoena or governmental regulation, provided that Consultant notifies IIT of the need for such disclosure prior thereto, so that IIT may, as it deems appropriate, seek to challenge the required disclosure or seek a protective order.

7. Rights in Data and Intellectual Property. All reports, data, ideas, information and other products of the Services delivered by Consultant to IIT hereunder or developed by Consultant in performing the Services (the “Deliverables”) shall be the sole and exclusive property of IIT and shall be deemed “work made for hire” with IIT receiving ownership of copyright therein. Consultant hereby assigns all such rights to IIT. IIT acknowledges and agrees that Consultant shall retain all ownership rights in any of Consultant’s pre-existing and proprietary property acquired by Consultant or developed by Consultant prior to the Effective Date that does not include or reflect customization for IIT, or contain any information provided by IIT to Consultant, and is clearly marked as copyright protected or confidential (the “Consultant’s Materials”). Subject to the terms of this Agreement, Consultant grants and IIT accepts a worldwide, nonexclusive, nontransferable, royalty-free license to the Consultant’s Materials for use only in conjunction with the Deliverables.

8. Severability. In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not be in any way be affected or impaired thereby.

9. Assignability. This Agreement may not be assigned by either party without the prior written consent of the other party.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles, and the parties agree to personal jurisdiction and venue in the state and federal courts of the State of Illinois, County of Cook in any suit or proceeding arising out of the subject matter of this Agreement.
11. **Entire Agreement.** This Agreement evidences the entire agreement and understanding between parties and may only be amended by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the date first set forth above.

[INSERT CONSULTANT’S NAME]  
ILLINOIS INSTITUTE OF TECHNOLOGY**

By: ______________________________  
Name: ____________________________  
Title: _____________________________

By: ______________________________  
Name: ____________________________  
Title: _____________________________

** Only an authorized IIT employee may execute this agreement for consulting services. Any such authorization is contingent upon the issuance of a purchase order number by IIT’s Purchasing Department.