Illinois Institute of Technology (IIT)
REQUEST FOR PROPOSALS: BEVERAGE AND SNACK VENDING SERVICE

TO: Potential Respondents

FROM: Dana Royal and Frank FioRito

DATE: March 26, 2018

SUBJECT: Beverage and Snack Vending Service Contract- Request for Proposals ("RFP")

Illinois Institute of Technology ("IIT") is soliciting proposals from responsible vendors for beverage and snack vending service for IIT’s Mies (Main) Campus. 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 History:
Founded in 1860, Illinois Institute of Technology (IIT) is a private, Ph.D.-granting research university with programs in engineering, sciences, architecture, psychology, design, humanities, business, and law. IIT’s inter-professional, technology-focused curriculum is designed to advance knowledge through research and scholarship, to cultivate invention improving the human condition, and to prepare students from throughout the world for a life of professional achievement, service to society, and individual fulfillment.

Mission:
To provide distinctive and relevant education in an environment of scientific, technological, and professional knowledge creation and innovation.

Vision:
IIT will be internationally recognized in distinctive areas of education and research, using as its platform the global city of Chicago, driven by a professional and technology-oriented focus, and based on a culture of innovation and excellence.

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

Brief Description:
IIT is seeking proposals from all qualified vendors to provide beverage and snack vending services for its Mies Campus. Vending service is provided for the convenience of
IIT’s students, faculty, staff, tenants, and guests. Machines are currently located in (14) academic & administrative buildings and (4) student residence buildings. This RFP requests (1) additional academic building for a total of (19) buildings. IIT seeks a partner committed to facilitating consistent, quality service to the University. Additionally, the University considers the vending service to be a revenue source.

This solicitation package consists of the following sections:

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

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

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

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

A. SUBMIT PROPOSALS TO:
   Illinois Institute of Technology
   Access, Card, and Parking Services
   3241 South State Street, Room 201
   Chicago, Illinois 60616
   Attn: Dana Royal

B. DUE DATE & TIME FOR SUBMISSION AND OPENING:
   Friday, April 20, 2018, 10:00 AM

C. NUMBER OF COPIES: Submit a signed original and three (3) copies (TOTAL of four) of your proposal in a sealed container addressed as follows:
   Illinois Institute of Technology
   Access, Card, and Parking Services
   3241 South State Street, Room 201
   Chicago, Illinois 60616
   Attn: Dana Royal
   royal@iit.edu

   Please identify your company on the envelope. E-mailed proposals are desirable.

D. PROPOSAL FIRM TIME: 120 Days from Opening

E. VENDOR CONFERENCE: ☐Yes ☒No

   Please direct any questions regarding this RFP to royal@iit.edu. Interested vendors may schedule a preliminary site survey and inspection between March 26 – April 6, 2018. A follow-up meeting will be requested for proposals of interest.

F. PROJECT CONTACT:
   Illinois Institute of Technology
   Access, Card, and Parking Services
   3241 South State Street, Room 201
   Chicago, Illinois 60616
   Attn: Dana Royal
   royal@iit.edu

G. SUBMISSION OF PROPOSAL: You may email or hand-deliver a proposal, including any amendments. We do not allow fax or other electronic submissions. 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 an agreement or determine negotiations with you have failed. All decisions of IIT are final. You must be prepared for IIT to accept your proposal as submitted, but we may require agreement negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your proposal and revoke the award and begin negotiations with another vendor. Final agreement terms must be approved and signed by an authorized IIT official. If you begin any billable work prior to IIT’s final approval and execution of the agreement, you do so at your risk.

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

S.  **NON-DISCRIMINATION POLICY:** In compliance with all applicable federal and state laws and regulations IIT does not unlawfully discriminate in employment, contracts, or any other activity.

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

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

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

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

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

IIT will evaluate responsiveness based on the following (7) criteria:

1.  Experience and qualifications of the vendor;
2.  Deliverables proposed to meet the objectives of the RFP;
3.  Ability of vendor to provide all services requested
4.  Quality of proposal methodology and approach, including project scheduling;
5.  Financial considerations, corporate resources of the vendor, and value-added features of the proposal to IIT;
6.  References; and
7.  Participation by Minority/Women Owned Business Enterprises

Please note that notwithstanding the foregoing, if three or fewer proposals are received in response to this RFP, then IIT reserves the right to evaluate the proposals using simple comparative analysis of the elements of responsiveness and price.
For the avoidance of doubt, as part of Administrative Compliance and Vendor Responsibility, as appropriate, IIT will review and evaluate a Respondent’s proposal for compliance with and ability to satisfy the following:

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

IIT CONDITIONS OF PURCHASE: See Appendix C

IIT INSURANCE REQUIREMENTS: See Appendix D

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION: See Appendix E

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 beverage and snack vending service. The university seeks a partner committed to a quality experience for the campus community as well as providing a business relationship in harmony with its mission. The following areas of commitment are inclusive.

- Financial Strength
- Student, Faculty, and Staff Engagement
- Convenient and Reliable Service
- Campus Sustainability

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 7,500 full-time and part-time, graduate and undergraduate students, which includes a significant international student population. IIT is also a major research institution, which annually receives significant sums of governmental and private researching funding. We are looking for vendors who share our commitment to education, research and technology to help us meet our goals.

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

C. DETAILED REQUIREMENTS

The selected vendor shall provide and operate beverage and snack vending machines at mutually agreed upon locations throughout IIT’s Mies (Main) Campus. All vending machines will accept cash (coin and bill) and TechCash (University ID) or credit card. A complete listing of current and new vending machines and locations is provided in Appendix A.

Additional requirements are as follows:

1. MACHINE/INSTALLATION SPECIFICATIONS

   a. The selected vendor shall, at its expense, provide, install, and maintain the number and type of machines specified at locations determined by the University which shall remain at the approved locations, unless it is not economically viable and its removal is agreed upon by both parties. The selected vendor may suggest specific locations for its machines; however, it is agreed that the amount of space, number and type of machines and locations of such machines shall be solely determined by the University at all times during the term of the Agreement.

   b. The selected vendor shall install machines that clearly refresh the image of vending services campus wide. Aesthetically appealing and uniform machines are strongly preferred, including clear-front cold beverage machines. University branded machine wraps are a plus. Machine wraps would be included at the vendor’s expense. Vendors
must include a photo or catalog image of the type of machines to be used, including the specifications.

c. Vendor shall provide the following machine types at select campus locations:
   • Standard snack
   • Standard cold beverage
   • Healthy cold beverage (branded)
   • Combo healthy snack and cold beverage (branded)
   • Hot beverage (coffee, cocoa, etc.)
      o Hot water dispenser a plus
   • Cold food
      o Microwave cabinet with supply storage at select locations

Refer to Appendix A for additional information.

d. It is IIT’s strong preference that at the time of initial installation, all machines are factory-new or of the latest production models. Vendors must specify what equipment will be factory-new and the production date of used or reconditioned equipment. Used or reconditioned equipment should not be in excess of five (5) years old. As new machines are developed and become available, the selected vendor shall upgrade the vending equipment throughout the duration of the contract.

e. Vendor shall employ University-approved contractors to perform all electrical, plumbing, telecommunications and any other work required in connection with the installations. All installations shall be at the expense of the selected vendor, including but not limited to, the costs of new electrical connections, data lines and water supply. All work shall be coordinated through the Director of Access, Card, and Parking Services.

Any damage to existing utilities, equipment, and furnished surfaces resulting from performance of the contract shall be repaired to the University’s satisfaction at the Vendor’s expense.

f. It is the responsibility of the selected vendor to supply, install, and maintain utility cords, tubing, etc. so as to comply with the requirements of all applicable building, fire, and health and safety codes.

g. All vending machines must also:
   • Be energy efficient – Energy Star rated or comparable
   • Be equipped to provide thermal overload protection
   • Be installed in a safe and secure manner and bolted as necessary
   • Be equipped with all necessary safety devices which shall be maintained in good operating condition at all times
   • Be equipped with a recording counter or meter to provide a record and check of individual sale against monies received
   • Be equipped to accept dollar bills and coins (and return the appropriate amount of change); and
• Be equipped to accept cashless payments
  o Select locations must be MDB/CP equipped to accept the university Hawk Card ID (campus card for cashless payments)
  o Select locations must accept credit card payments – at no surcharge/convenience fee to the customer
• Have a sticker informing the customer who to call if they have problems with a transaction (lost monies, damaged product, etc.)
• A guaranteed product delivery system to such as “SureVend” or “Goldeneye” is a plus

h. Select machines must support the university HawkCard “TechCash” cashless payment method, including all associated initial and annual costs. The estimated cost of these readers is approximately $1300 each. The current annual cost for licensing for all (38) card readers required is $7,118. At this time, the University has an adequate inventory of card readers to support all machines requested. We have also determined our existing card reader inventory is in good condition so we anticipate no need for card reader investment at this time. However, any required card reader replacement (with cost) will be done at the Vendor’s expense. The University will extend best effort to address card reader repairs without the need for a full replacement. The current supplier of the readers is CBORD. Network drops must be installed by the University. IIT will retain ownership of all card readers and network drops.

i. All vending machines and equipment shall at all times remain the property of the selected vendor. None of the equipment shall be permanently installed to become part of a building. The University will not be responsible for any goods purchased by the selected vendor or for any other obligations or liabilities assumed or created by the selected vendor.

j. IIT reserves the right to add and delete vending services and to change utilization of space, staff, and equipment in response to changing students, staff/faculty, and visitor’s requirements, without compensation to the selected vendor.

2. PRODUCT SPECIFICATIONS

  a. Vending products shall be obtained from sources that comply with all laws relating to food handling and food labeling and health regulations.

  b. Products provided in the machines will consist of nationally-recognized brands. Vendors shall submit a full product listing, portion size and prices with its proposal. The selected vendor shall maintain at all times an adequate supply of the products within each of the machines.

  c. It is IIT’s strong preference that 20% of the vended products provided contain low fat or non-fat, low cholesterol or other health alternatives which are of maximum nutrient density and have minimal added sugars and fats. Additionally, select machines will be dedicated exclusively for healthier alternatives (see Appendix A). Such machines must be branded for visibility.
d. IIT desires an especially creative variety of healthy snacks and beverages in Keating Sports Center.

e. IIT also desires a small selection of school supplies to be offered in the Galvin Library snack machine.

f. Product selection and pricing shall be reviewed and approved on an annual basis. Product pricing may not increase during the first (2) years of the agreement. IIT also reserves the right to request product adjustments at any time throughout the academic year in response to campus community interests.

g. All products must have a clearly labeled expiration date and the selected vendor shall maintain a log with the month and day when it is to be removed from the machines.

h. Vendors shall provide their written standards/policies on the replacement timelines of perishable/prepared foods. IIT prefers that prepared food items shall not remain in refrigerated food vending machines for more than 72 hours, or shall be removed sooner to comply with health regulations.

i. Vending of tobacco products will not be permitted on the University’s campuses.

3. VENDOR RESPONSIBILITIES

a. Service Requirements

• The service shall be available to the IIT community on a 24/7 basis year-round. Response time to correct deficiencies to the service shall be a maximum of (1) day from time of notification by the University or a customer.

• Routine changes in vending equipment, vending items, item prices, and other operational issues may be negotiated between the University and the selected vendor in accordance with the specifications described in this document.

• The selected vendor shall supply all resources (e.g. staffing, investment) and inventory and materials necessary for the operation, management and efficient servicing of the contract.

• Maintain the machines (including the selected vendor’s meters and special attachments, but not the HawkCard, which is maintained by the University, as indicated in section C.1.H), and any material handling equipment in a clean, attractive and sanitary condition to the satisfaction of the University. The University shall inspect any and all vending equipment at any time for sanitation and housekeeping reasons and shall notify the selected vendor of any deficiency for immediate action.

• Maintain on duty an adequate number of qualified staff to stock machines, make all necessary repairs and correct deficiencies during normal business hours. Any machine that repeatedly malfunctions during the contract period shall be removed and replaced with new equipment.
• Provide an acceptable system of refunds for customers in case of malfunctioning equipment. The University and the selected vendor will mutually agree to the method of accounting procedures of this service. The refund procedure will be posted at each vending location at all times.

• Responsible for maintaining the décor around vending machines in designated vending location areas, where required. The décor should match surrounding décor making the vending area aesthetically appealing. The selected vendor is solely responsible for all construction cost and shall use the University-approved contractors to carry out any such work.

b. Pricing Changes

• Any change in the price of the merchandise vended from the prices set out in this specification, or any change in the quality or unit sizes of the products provided, must have the prior written approval of the University Representative. Price changes will only be considered at the end of (2) Agreement Years and at the beginning of each year thereafter. Price change requests should be supported by evidence of increased costs to the Vendor. Requests must be submitted to the University at least sixty (60) days prior to the requested change date.

c. Maintenance and Repair

• The selected vendor will be responsible for maintaining machines in a clean and sanitary manner, both inside and outside.

• A preventative maintenance program, which shall include the regular replacement of worn, damaged and malfunctioning equipment, shall be instituted by the selected vendor at no cost to the University. Each machine installed shall receive preventative maintenance which includes, but is not limited to, service, testing, inspection, repair, and/or cleaning of motors/compressors, electronics, wiring, lighting, doors, gaskets, plumbing, sanitation, locks, temperature and overall appearance. Replacement machines must be provided when chronic malfunctions arise, or significant interior and/or exterior deterioration, or as otherwise determined by the University. A record and monthly report of complaints and resolutions will be provided by the selected vendor for quality assurance purposes.

• The selected vendor shall coordinate pest control services with the University’s pest control provider.

• The selected vendor will be responsible for all trash generated during the initial installation and on-going restocking of vending machines.

d. Utilities

• The cost of electricity or water used in conjunction with the operation of the vending machines will be borne by the University. No change or alteration to the University’s
existing service will be made without prior written authorization from the University. The cost of any changes will be borne by the requestor.

- The selected vendor shall observe all rules and regulations regarding energy conservation as promulgated by the University.

- If vendors have a standard chart of the electrical usage (based on wattage/hour) for each machine, vendors shall provide such documentation with their proposal.

e. Service Delivery

- All of the selected vendor’s service vehicles must be clean, in good condition, and marked with appropriate company identification.

- Vehicles delivering goods to buildings shall use authorized service routes and drivers must comply with the University’s parking policy: [https://web.iit.edu/acaps/parking/service-parking](https://web.iit.edu/acaps/parking/service-parking)

- The selected vendor’s drivers must take special care when driving on the University’s pedestrian pathway access routes.

f. Security

- The selected vendor, at its expense shall be responsible for the physical security of all the machines in place. The selected vendor shall safeguard the contents of the equipment and shall collect and account for all cash collected from sales. The University assumes no responsibility for the protection of the selected vendor’s property against loss arising from vandalism, theft or other causes.

- All of the selected vendor’s employees assigned to the contract must abide by the University’s security procedures, rules and regulations, and shall cooperate fully with University policy.

- The selected vendor may install at its expense alarms and security devices subject to pre-approval by the University.

- The selected vendor shall be responsible for all keys and other access controls provided by the University and for the security of all areas accessed by way of these keys for which and when they are used.

- The selected vendor shall be responsible for immediately reporting to the IIT Public Safety Department and the Director of ACaPS all the facts relating to losses incurred, equipment damage or break-ins to its equipment.

- In the event the selected vendor has any complaint regarding student conduct in any vending location, such complaint shall be reported to the Director of ACaPS (or
g. Personnel

- The selected vendor will provide sufficient qualified personnel throughout the term of the contract, including corporate support, to service the contract. Corporate support includes provision of appropriate number of supervisory employees, expertise in marketing strategies to increase sales revenues, responsiveness to requests for management reports, responsiveness to service calls, supervision of employees, and overall ability to service the account.

- All of the selected vendor’s employees employed to perform the services covered in this contract must maintain professional demeanor at all times, be well groomed and uniformed and shall comply with the established rules and regulations with respect to personal hygiene and conditions of work.

- All of the selected vendor’s employees will be subject to the University’s code of conduct and are required to adhere to the University’s policies and procedures. The selected vendor will, upon notice from the University, remove any manager or employee who is, for any reason, unsatisfactory to the University.

- The selected vendor will provide a list of all personnel throughout the contract period who will be on campus including photo images, and introduce them to the Director of ACaPS (or designate). The selected vendor’s employees must be easily identified with proper uniforms and/or name tags.

- All of the selected vendor’s employees are the responsibility of the selected vendor. The selected vendor shall comply with all applicable government regulations related to the employment, compensation and payment of their personnel.

h. Liaison with the University

- The University’s contact person for the day to day administration of the contract after award shall be the Director of Access, Card, and Parking Services (ACaPS), or designate.

- Regular meetings will be established between the selected vendor and the University’s management, i.e. initially, once a month for the first six (6) months and quarterly thereafter, or as required.

i. Conduct of Business

- Vendors acknowledge that customer service is of particular importance to the University and agree to conduct their business in such a manner that the customer’s
satisfaction with its products and services is regularly ascertained, evaluated and maintained.

- The selected vendor should support the University community through promotional activities. In addition to aesthetic enhancement of the machines, vendors should propose and/or work the University to run a giveaway promotion (ideally targeted towards students).

- The selected vendor shall not set or hold itself out to be an agent for the University and nothing in the contract shall be construed as creating the relationship of partner, joint ventures or agencies.

- The selected vendor shall carry on such business in a reputable manner and in compliance with the contract terms and conditions. In particular, the selected vendor shall not carry on any business or activity that may interfere with the teaching activities, or other activities normally conducted by faculty, staff or students of the University, nor any business or activity that is or may result in a nuisance or a hazard or breaches of any provision of the contract.

- The selected vendor is responsible for promoting its business and the University makes no representation or warranty to vendors as to the level of sales or revenue that may be attained.

- All of the selected vendor’s employees are the responsibility of the selected vendor. The selected vendor shall comply with all applicable government regulations related to the employment, compensation and payment of their personnel.

j. Compliance

- The selected vendor shall comply with all of IIT’s policies and regulations (e.g. accounting, recycling, health & safety, parking, etc.).

- The selected vendor shall comply with all applicable health, fire, building, sanitary or other laws, regulations, directions and policies of any municipal, provincial or federal government authority, and provide copies of all necessary permits/licenses for operating a vending machine.

- The selected vendor shall obtain approval from the University for all signage etc.

k. Taxes and Fees

- The selected vendor assumes complete liability for all taxes and levies that are applicable with respect to or as a result of conduct of business or presence on the premises pursuant to the performance of this contract.

- The selected vendor will not be reimbursed by the University for any direct or indirect tax imposed on it by reason of this contract.
• The selected vendor shall obtain all necessary permits and licenses for the installation and operation of the machines in its name and at its expense.

I. Commissions
• The selected vendor must pay a specified percentage of all items sold as a commission to the University. Vendors may additionally propose an alternate financial return to the University (i.e. annual guarantee plus sales percentage).

• Vendors shall indicate their proposed commissions within the RFP response.

• Commissions shall be paid on gross sales. The vendor will be solely responsible for all costs of sales including sales tax, licenses, etc.

• The selected vendor shall not be excused from payment of commissions due to theft or vandalism.

• Commission payments shall be due to the university within 30 days following month end.

m. Reporting
• The selected vendor shall submit to the University a detailed breakdown of ALL SALES by machine including location, machine type/category, transaction count, and applicable commission. All machines shall be metered so as to document all machine transactions.

• Within sixty (60) days from the University’s fiscal year end (June 1 - May 31), the selected vendor shall provide, at its expense, a yearly audited statement of gross sales (less sales tax) from the machines and commissions paid to the University.

• The University has the right to require an independently audited statement from the selected vendor. Requests for such audits will be submitted in writing and with reasonable notice.

• If the University designates an independent practicing accountant or professional consultant to examine the selected vendor’s accounting records relating to sales and who reports that in his/her opinion they are not in accordance with generally accepted accounting practice which results in inadequate or substantially inaccurate reporting, the selected vendor shall forthwith take such steps as may be recommended, necessary or advisable to remedy the default, and shall pay all costs of such special audit or examination and the selected vendor will remit any balance due to the University as a result of the audit within 30 days of receipt of the audit report.
n. Term of Contract

- The contract will be for a period of five (5) years and renewable for (2) one-year periods on mutually negotiated terms. The expected start date is July 2, 2018 (or as soon as IIT can complete the process associated with this RFP).

- Notwithstanding the above, either party may terminate this agreement without cause by giving the other party sixty (60) days written notice prior to the desired date of termination which date must coincide with the end of a University semester (i.e. May, August, or December).

- The sixty (60) day cancellation is deemed waived if the selected vendor, upon receiving written notice from the University of a substantial failure to perform its duties as outlined, does not correct such failure(s) to the University’s satisfaction within five (5) working days of notification.

o. Exclusivity

- Any contract awarded as a result of this RFP shall be exclusive only to the selected vending machines and the vendor acknowledges that IIT may in its sole discretion contract with others for the same or similar goods and service during the term of any contract formed as a result of this RFP.

D. PROPOSAL

To prepare your response, we will need you to provide us with sufficient information for us to rank proposals according to our selection criteria:

IIT will evaluate responsiveness based on the following (7) criteria:

1. Experience and qualifications of the vendor;
2. Deliverables proposed to meet the objectives of the RFP;
3. Ability of vendor to provide all services requested
4. Quality of proposal methodology and approach, including project scheduling;
5. Financial considerations, corporate resources of the vendor, and value-added features of the proposal to IIT;
6. References; and
7. Participation by Minority/Women Owned Business Enterprises

After reviewing your proposal, we should have a complete understanding of:

1. Specific new or used/reconditioned, aesthetically appealing and uniform vending machines proposed at requested locations campus wide
2. Initial proposed product variety and pricing, including healthy alternatives (and dedicated, branded healthy snack and beverage machines at select locations)
3. Implementation strategy and timeframe (including lead-time for equipment acquisition etc.)
4. Proposed service plan - including customer support and quality assurance/customer feedback platform
5. Willingness to accept cashless payments at vendors expense
6. Proposed commission structure
7. W/MBE Commitment (in support of IIT’s goals, not requirements)
8. Vending machine(s) energy efficiency

E. QUALIFICATIONS OF VENDORS

A respondent must submit the information below, so as to allow IIT to effectively evaluate its proposal. This information should be prepared on standard 8 ½ x 11 paper, bound on the left-hand side, with removable binding and with information printed on only one side. The font used should be 12 points or greater.

1. Title page containing:
   a. RFQ subject:
   b. Your firm’s name
   c. 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
   d. Date of your proposal submission
   e. Indicate if your firm qualifies as a Minority and/or Women Owned Business Enterprise (Also see Appendix B)

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 be 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 than four references, two of whom shall be institutions of higher education. References must include the name and telephone number of a contact person at the referring entity.

6. Detail any and all criminal investigations or pertinent litigation against your firm or members of your firm, either pending or concluded within the past three years, including, but not limited to, debtor in bankruptcy, defendant in a lawsuit for deficient performance on a similar agreement, and defendant in any criminal action.
7. Provide brief resumes, including education, relevant experience and the role within your firm, of the individuals who would be assigned to work on IIT matters. Please include only those individuals who may actually work directly on IIT matters.

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

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

10. Identify any conflicts of interest that may arise as a result of your section under this RFP.

11. Discuss any other factors not mentioned above which you believe should be considered by IIT in its selection process.

F. SUBCONTRACTING/JOINT VENTURES

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

G. GENERAL AGREEMENT TERMS

In addition to all of the other terms and conditions set forth in this IFB, the following provisions apply:

1. Tentative Timeline:
   a. Release RFP – 3/26/2018
   b. Due Date & Time – 04/20/2018, 10:00 a.m. (Local Time)
   c. Award — On or about 05/11/2018

2. Beginning and End Date of Initial Term:
   a. The agreement for Services shall run from on or about 07/02/2018 (or as soon as IIT can complete the process associated with this RFP) through and including 05/31/2023.

3. Renewal:
   a. Agreement term may be extended twice for an additional (1) year term, upon the parties’ mutual written agreement.

4. Early Termination:
   a. 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: Beverage and Snack Vending Service for Illinois Institute of Technology
Request for Proposals (“RFP”)

PROPOSAL TO:
Illinois Institute of Technology-Access, Card, and Parking Services
3241 South Federal Street, Room 201
Chicago, Illinois 60616
Attn: Dana Royal

PROPOSALS DUE: 04/20/2018, 10:00 a.m.

The Undersigned:

1. Acknowledges receipt of the following Proposal Documents:
   a. Instructions to Respondents,
   b. Solicitation Response Requirements, and
   c. Proposal Form
   d. Appendix A CURRENT AND REQUESTED VENDING MACHINES
   e. Appendix B MBE/WBE PLAN AND EEO PLAN
   f. Form 100
   g. Form 100M MBE/WBE AWARD VERIFICATION
   h. Appendix C IIT CONDITIONS OF PURCHASE
   i. Appendix D IIT INSURANCE REQUIREMENTS
   j. Appendix E DEBARMENT AND SUSPENSION

2. Attest to reviewing and understanding the Proposal Documents and to familiarity with all
   work stipulated in the Proposal Documents and agrees to hold this proposal open for 120
   days after the due date.

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

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

___________________________________  ______________________________________
(Name of Corporation)  (Authorized Signature)

___________________________________  ______________________________________
(Print Name and Title)  (Date)

Note: Proposal Form must be completed and accompany proposal.
## CURRENT VENDING MACHINES

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<thead>
<tr>
<th>Number</th>
<th>Location</th>
<th>Description</th>
<th>Payment Methods</th>
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REQUESTED VENDING MACHINES*

"Requested vending machines" includes (51) machines in current locations plus (2) additional machines at a new location (VanderCook II). Vendors may propose a reduction in machines in locations with multiple machines of the same type. A reduction must be justifiable, maintain the intended service to the location/area and is subject to mutual agreement with the University. Additional specifications regarding the machines listed in **BOLD** is provided below this table.

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ADDITIONAL INFORMATION REGARDING REQUESTED MACHINES

- Machines listed in **BOLD** indicate a change (from current) in machine type (asterisk in description) or a new payment method implementation (asterisk next to payment method).

- The university seeks visibly branded healthy cold drink and combo machines that compliments the standard machines and overall décor of the vending location.

- Vendors are encouraged to propose attractive solutions for hot beverage machines (and its products).

- Vendors are encouraged to consider propose creative machines (and related product) for Keating Sports Center.

- Vendors are encouraged to propose an attractive product menu for cold food. Consideration should also be given to the University’s vegetarian/vegan population.
  - An accompanying microwave cabinet with supply storage space is requested for IIT Tower.

- All vending machines should be aesthetically appealing and uniform (minimally by location).
The following constitutes the MBE/WBE and Equal Employment Opportunity Plan (the "Plan") which shall govern the activities of the Contractor and Subcontractors engaged to perform Work on Illinois Institute of Technology Projects (the “Project”). Each Contractor or Subcontractor who agrees to perform Work or services and supply materials for the Project shall be deemed to have agreed to the terms of this Plan and this Plan shall be deemed incorporated into any Contract for labor or materials for the Project, as is fully set forth therein.

I. DEFINITIONS

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

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

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

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

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

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

F. "Eligible MBE or WBE Firm" includes any qualified Contractor or Subcontractor providing labor, services, products or materials for the Project who has been certified by one of the agencies or programs listed below:

City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC), Chicago Minority Business Development Council (CMBDC), State of Illinois - Department of
Transportation (IDOT), Small Business Administration (SBA-8A), and the Women's Business Development Center.

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

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

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

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

- The MBE and/or WBE venturer(s) share in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the Joint Venture in proportion with the MBE and/or WBE ownership percentage; and
- The MBE and/or WBE venturer(s) are responsible for a clearly defined portion of the work to be performed in proportion with the MBE and/or WBE ownership.

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

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

II. STATEMENT OF INTENT AND PROGRAM IMPLEMENTATION

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

Failure to effectively implement the Plan shall be deemed to be a default under the Contract.
III. M/WBE CONTRACTING & PROCUREMENT

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

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

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

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

B. Contractor shall comply, at its own expense, with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the terms and conditions of employment of any person who is employed in connection with the Project including, without limitation, the applicable provisions of the Fair Labor Standards Act, the Fair Employment’s Practices Law and the Equal Pay Act.
C. In an effort to ensure equal minority and female employment opportunities on the Project, the Contractor shall use good faith efforts to achieve at least 25% minority participation and 7% female participation in employment on the Project. These goals are expressed in percentages of the aggregate hours of Work performed at the Project. While the Contractor must use good faith efforts to achieve the above-stated participation, nothing herein shall be construed as requiring the Contractor to hire persons who are not qualified to perform the Work for which they are hired. Achievement of the goals in each work force and trade category shall be based upon an evaluation of the availability of qualified minority and female workers in each trade category and the extent of documented good faith efforts to achieve the goals.

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

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

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

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

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

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

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

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

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

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

E. Referrals of eligible M/WBE firms may be made by IIT or other parties from time to time. These referrals shall not be deemed to be a recommendation by IIT to utilize any such firms or a representation or warranty that such firms are qualified to perform any work associated with the Project. Referrals are solely for the convenience of Contractor and any decision by Contractor to utilize any firms so referred shall be the sole decision of Contractor without participation by IIT. Contractor acknowledges that IIT shall have no responsibility for Contractor's decisions regarding M/WBE utilization.
VI. COUNTING MBE/WBE PARTICIPATION TOWARDS CONTRACT GOALS

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

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

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

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

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

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

VII. RECORD KEEPING

A. The Contractor shall, no later than thirty (30) days after the approval of the M/WBE Utilization Plan, execute formal contracts or purchase orders with those MBEs and WBEs included in its approved MBE/WBE Utilization Plan.

B. The Contractor shall file monthly manpower reports in a form and format approved by IIT. This report will also include manpower reports of any subcontractors. Contractor shall present corrective plans to overcome any present or projected shortfalls in Minority, Women and resident employment.

C. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs.
VIII. **NON-COMPLIANCE**

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

IX. **MBE AND WBE CONTRACTOR ASSISTANCE**

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

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

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

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

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

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

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

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

AGENCIES:

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

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

Chicago Urban League
4510 S Michigan Avenue
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Email: kcoleman@thechicagourbanleague.org
Website: www.thechicagourbanleague.org

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

Directory of Certified, Disadvantage Minority and Women Business Enterprise
Department of Procurement Services
Certification and Compliance Division
121 North LaSalle Street Room 403
Chicago, IL 60602
Phone: (312) 744-4900
Website: 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, Suite102
Chicago, IL 60616
Phone: (312) 949-1908
Fax: (312) 949-1958
Email: senator03district@gmail.com
Website: www.senatorhunter.com

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

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

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

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

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

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

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

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>
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<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>
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SUMMARY OF AWARDS

**ATTACH COPIES OF CERTIFICATES

CONTRACT VALUE=__________________________

M.B.E. ($)____________________________

M.B.E. (%)____________________________

W.B.E. ($)___________________________

W.B.E. (%)___________________________

SIGNED:______________________________

TITLE:_______________________________

DATE:_______________________________
Company: __________________________________________ MBE( ) WBE( )

Address: __________________________________________

_______________________________________

________________________________________

Telephone: __________________________________________

Contact Person: __________________________________________

Our Firm: (Check One) ( ) has provided;
( ) is providing;
( ) is committed to provide;

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

<table>
<thead>
<tr>
<th>Scope of Work or Materials Provided</th>
<th>Value of Contract or Purchase Order</th>
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We have signed a contract or purchase order: ( ) Yes ( ) No

Name of prime contractor: __________________________________________

I affirm that the representations contained in this statement are true and no material facts have been omitted.

Signed: __________________________________________

Name

________________________________________

Title

________________________________________

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

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

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

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

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

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

7. Prior to delivery, seller shall notify buyer of every article ordered which may contain toxic or hazardous materials. In addition, seller shall provide the Purchasing Department, either prior to or no later 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, or 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 order 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 thereunder.

(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 thereunder.

(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 thereunder.

(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 thereunder.

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

Dear Contractor:

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

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

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

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

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

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

Certificates received without this language will be rejected.

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

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

________________________________________________________

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

System for Award Management (SAM)

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

CERTIFIES (Company name)


________________________________________________________

(Signature and Title of Authorized Official)

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

IIT (10/08)