Illinois Institute of Technology (IIT)
REQUEST FOR PROPOSALS: VERTICAL TRANSPORTATION MAINTENANCE SERVICES

TO: Potential Respondents

FROM: Darlene Coleman

DATE: November 10, 2015

SUBJECT: Vertical Transportation Maintenance Service Contract - Request for Proposals (“RFP”)

Illinois Institute of Technology (“IIT”) is soliciting proposals from responsible vendors for Vertical Transportation Maintenance Services for all units at IIT’s Mies and Moffet Campuses. A brief description of the services sought is set forth below. If you are interested and able to meet these requirements, we would appreciate receiving your proposal.

Brief History:
Founded in 1890, 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 Vertical Transportation Maintenance Services for all units at IIT’s Mies and Moffet Campuses.

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) “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 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:
Darlene Coleman
Contract Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL  60616
dcolem10@iit.edu

B. DUE DATE & TIME FOR SUBMISSION AND OPENING:
Friday, December 4, 2015 @ 2:00pm

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:
Darlene Coleman
Contract Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL  60616
dcolem10@iit.edu
The Elevator Consultants
ATTN: IIT
5866 N Milwaukee Ave
Chicago, IL  60646
bids@theelevatorconsultant.com

Please identify your company on the envelope. Proposals may not be e-mailed or faxed.

D. PROPOSAL FIRM TIME:  120 Days from Opening

E. VENDOR CONFERENCE:  ☑Yes  ☐No
Mandatory Attendance:  ☑Yes  ☐No
Date and Time: Tuesday 11/17/2015; at 9:00am
Location: 100 West 33rd Street, Room 200

Immediately following the pre-bid meeting, informational tours will be held. The tour schedule will take place as follows:
Mies Campus Tour (North End) – Part 1: Tuesday, 11/17/2015, 9:00am;
Mies Campus Tour (South End) – Part 2: Wednesday 11/18/2015, 9:00am;
Moffet Campus Tour – Part 3: Thursday, 11/19/2015, 9:00am.

Attendance at all tours are required.

Bids will not be accepted by those who do not attend the pre-bid meeting and walkthroughs. Any questions, answers & clarifications made at the pre-proposal meeting will be addressed in the form of an Addendum via email to all contractors.
F. PROJECT CONTACT:
Illinois Institute of Technology
Darlene Coleman
Contract Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL 60616
dcolem10@iit.edu

G. SUBMISSION OF PROPOSAL: You may mail 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 criteria:

1. Experience with vertical transportation equipment at IIT;
2. Experience with a University setting;
3. Company staff experience;
4. Pricing and discount structure;
5. References; and
6. 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.

IIT CONDITIONS OF PURCHASE: See Appendix A

IIT INSURANCE REQUIREMENTS: See Appendix B

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION: See Appendix C

END OF INSTRUCTIONS
PROPOSAL FORM

PROJECT: Vertical Transportation Maintenance Service Request for Proposals (“RFP”)

PROPOSAL TO: Darlene Coleman, Contract Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL  60616

PROPOSALS DUE: 12/04/2015, 2:00 p.m.

The Undersigned:

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

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 xx 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.
Request for Proposal
Vertical Transportation Service Maintenance

Facilities Maintenance Management
Machinery Hall
100 W. 33rd Street
Chicago IL 60616
ILLINOIS INSTITUTE OF TECHNOLOGY

Part 1.  Projects Description

Part 2.  The Proposal

Part 3.  Exhibits
   A.  Scope of Services (Contract Specifications, dated August 31, 2015)
   B.  Contractor Qualification Form
   C.  Pricing Schedule
   D.  IIT M/WBE Plan
   E.  Service Agreement Example
   F.  Campus Map

Part 4.  Appendix
   A.  Conditions of Purchase
   B.  IIT Insurance Requirements
   C.  Debarment and Suspension
Part 1. Project Description:

The University is soliciting proposals for vertical transportation maintenance for the following buildings:

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACADEMIC BUILDINGS</strong></td>
<td></td>
</tr>
<tr>
<td>Crown Hall</td>
<td>3360 S. State St.</td>
</tr>
<tr>
<td>Galvin Library</td>
<td>35 W. 33rd St.</td>
</tr>
<tr>
<td>Siegel Hall</td>
<td>3301 S. Dearborn St.</td>
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<tr>
<td>Wishnick Hall</td>
<td>3255 S. Dearborn St.</td>
</tr>
<tr>
<td>Keating Hall</td>
<td>3040 S. Wabash</td>
</tr>
<tr>
<td>Engineering 1 Building (E-1)</td>
<td>10 W. 32nd St.</td>
</tr>
<tr>
<td>Life Sciences Building</td>
<td>3105 S. Dearborn St.</td>
</tr>
<tr>
<td>Stuart Building</td>
<td>10 W. 31st Street</td>
</tr>
<tr>
<td><strong>RENTAL PROPERTIES</strong></td>
<td></td>
</tr>
<tr>
<td>Vandercook College of Music</td>
<td>3140 S. Federal St.</td>
</tr>
<tr>
<td>Vandercook College of Music #2</td>
<td>3120 S. Dearborn St.</td>
</tr>
<tr>
<td>Tech South Building</td>
<td>3424 S. State St.</td>
</tr>
<tr>
<td>Tech North Building</td>
<td>3410 S. State St.</td>
</tr>
<tr>
<td>Tech Central Building</td>
<td>3424 S. State St.</td>
</tr>
<tr>
<td>Incubator (Engineering Research Building)</td>
<td>54 W. 34th St.</td>
</tr>
<tr>
<td>IIT Tower</td>
<td>10 W. 35th St.</td>
</tr>
<tr>
<td>Life Science Research Building</td>
<td>35 W. 34th St.</td>
</tr>
<tr>
<td><strong>RESIDENTIAL AREA</strong></td>
<td></td>
</tr>
<tr>
<td>High-Rise Apartment Bldgs.</td>
<td></td>
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<tr>
<td>Carman Hall</td>
<td>60 East 32nd Street</td>
</tr>
<tr>
<td>Gunsaulus Hall</td>
<td>3140 South Michigan</td>
</tr>
<tr>
<td><strong>McCormick Student Village (MSV)</strong></td>
<td></td>
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<tr>
<td>Loading Dock</td>
<td>3211 South Wabash</td>
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<tr>
<td>South Hall</td>
<td>3241 South Wabash</td>
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<tr>
<td>North Hall</td>
<td>3241 South Wabash</td>
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<tr>
<td>East Hall</td>
<td>3241 South Wabash</td>
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<tr>
<td>Graduate Hall</td>
<td>3241 South Wabash</td>
</tr>
<tr>
<td>Lewis Hall</td>
<td>3241 South Wabash</td>
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<tr>
<td><strong>State Street Village (SSV)</strong></td>
<td></td>
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<tr>
<td>North</td>
<td>3303 South State</td>
</tr>
<tr>
<td>Middle</td>
<td>3333 South State</td>
</tr>
<tr>
<td>South</td>
<td>3353 South State</td>
</tr>
<tr>
<td><strong>Event Services</strong></td>
<td></td>
</tr>
<tr>
<td>Commons (MTCC)</td>
<td>3201 South State</td>
</tr>
<tr>
<td>Herman Union Building</td>
<td>3241 S. Federal/ 40 W. 33rd St.</td>
</tr>
</tbody>
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VERTICAL TRANSP MAINTENANCE SVCE RFP
<table>
<thead>
<tr>
<th>SATELLITE LOCATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Moffet Campus (Bedford Park, IL 60501)</td>
<td>6502 South Archer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ELEVATORS WOULD BE SERVICED BY REQUEST ONLY ON T&amp;M:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metals/INFAC Building</td>
</tr>
<tr>
<td>CTA 1 (West)</td>
</tr>
<tr>
<td>Bailey Hall</td>
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<tr>
<td>Bailey Hall</td>
</tr>
<tr>
<td>Cunningham Hall</td>
</tr>
<tr>
<td>Cunningham Hall</td>
</tr>
<tr>
<td>3424 S. State Street</td>
</tr>
</tbody>
</table>
Part 2. The Proposal

**ARTICLE 1**

1.1 DEFINITIONS

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

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

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

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

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

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

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

h) The Project means vertical transportation maintenance services detailed in Exhibit A scope of services.

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

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

2.1 The Contractor by submitting a Proposal represents that:

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

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

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

2.1.4 The Proposal must include the firm’s history, and must include all info in Exhibit B & Exhibit C.

2.1.5 The Proposal must include three references. The three current similar contract contacts will be considered the three references and may be contacted by an IIT representative.

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

ARTICLE 3
PROPOSAL DOCUMENTS

3.1 COPIES

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

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

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

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

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

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

3.3 SUBSTITUTIONS

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

3.4 ADDENDA

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

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

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

PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

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

Darlene Coleman
Contract Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL 60616
dcolem10@iit.edu

4.1.2 A mandatory pre-bid meeting and informational tour will be held on 9:00am Tuesday, November 17, 2015 at 100 W. 33rd Street, Suite 200. The tours will take place as follows:
Mies Campus Tour (North End) – Part 1: Tuesday, 11/17/2015 at 9:00am;
Mies Campus Tour (South End) – Part 2: Wednesday, 11/18/2015, 9:00am;
Moffet Campus Tour – Part 3: Thursday, 11/19/2015, 9:00am.
Attendance at all tours are required.

Bids will not be accepted by those who do not attend the pre-bid meeting and walkthrough. Any questions, answers & clarifications made at the pre-proposal meeting will be addressed in the form of an Addendum via email to all contractors.

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

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

4.1.5 All blank space on the Contractor Qualifications Form (Exhibit B) shall be filled in. An electronic copy of Exhibit B may be obtained by emailing dcolem10@iit.edu.

4.1.6 Where so indicated by the makeup of the Qualifications and/or Pricing Schedule Forms (Exhibit B/C), sums shall be expressed in exact numbers.

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

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

4.2.1 A scanned written copy of the CONTRACTOR QUALIFICATION FORM (Exhibit B) along with a completed electronic Excel copy** of the PRICING SCHEDULES spreadsheets (Exhibit C), and Form 100 (Exhibit E) are required to be emailed to dcolem10@iit.edu with the subject of the email as follows: **Vertical Transportation Maintenance Proposal: Contractor’s name**

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

A paper copy of all proposal documents must be submitted in addition to the electronic submittals to the following attention:

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

4.2.2 Qualifications/Proposals shall be submitted via email to Darlene Coleman by 2:00 pm Friday, December 4, 2015. Proposals received after the time and date for receipt of Proposals will not be considered. Upon electronic receipt of the proposal a confirmation will be sent to the proposal sender.

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

4.3 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

4.3.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals, provided that they are then fully in conformance with the Proposal Documents.
ARTICLE 5
CONSIDERATION OF PROPOSALS

5.1  REJECTION OF PROPOSALS

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

5.2  EVALUATION CRITERIA

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

5.3  ACCEPTANCE OF PROPOSAL (AWARD)

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

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

5.3.3  The award to a successful Contractor is contingent upon the Contractor signing a service contract with the University based on the pricing presented in EXHIBIT C. An example of the Service Contract is attached as EXHIBIT E. IIT reserves the right to amend or add to the Service Contract in any way with the successful Contractor.
ARTICLE 6

POST–PROPOSAL INFORMATION

6.1 SUBMITTALS

6.1.1 The Contractor shall, as soon as practicable after notification of selection for the award of contract, furnish to IIT in writing: (i) Valid Certificate of Insurance (see Article 10 for insurance requirements); (ii) Full list of employees that may service campus to include a service manager, mobile phone & email address.

6.1.2 The Contractor will be required to establish to the satisfaction of IIT, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Proposal Documents.

6.1.3 Prior to the award of the contract, IIT will notify the Contractor in writing if it has an objection to a person or entity proposed by the Contractor. If IIT has an objection to a proposed person or an entity, the Contractor may, at the Contractor’s option, (1) withdraw the Proposal, or (2) submit an acceptable substitute person or entity.

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

ARTICLE 7

7.1 OWNERS REPRESENTATIVE:

Contract Contact Darlene Coleman  
Contract Manager  
Facilities Maintenance Management  
100 West 33rd Street  
Chicago, Illinois 60616  
dcoleman10@iit.edu  
Tele: 312-567-3752  Fax: 312-567-3344

ARTICLE 8

8.1 CONTRACT DOCUMENTS:

The Contract Documents consist of the following Exhibits:

A. Scope of Services (Contract Specifications, dated August 31, 2015)  
B. Contractor Qualification Form  
C. Pricing Schedule  
D. IIT M/WBE Plan  
E. Service Agreement Example  
F. Campus Map
ARTICLE 9

PARTICIPATION BY MINORITY/WOMEN OWNED BUSINESS ENTERPRISES

9.1 M/WBE Participation

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

ARTICLE 10

INSURANCE AND INDEMNITY REQUIREMENTS

10.1 Certificate of Insurance.

The selected Contractor will be required to submit an ACCORD Certificate of Insurance to IIT prior to the execution of the contract. Contractor shall, at least ten (10) days prior to the commencement date of the contract, and within ten (10) days prior to the expiration of each such policy required by Section 9.2., deliver to IIT certificates evidencing the insurance required herein or renewal thereof, as the case may be. Such certificate of insurance must clearly contain language to the following effect: “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, and IIT reserves the right to cancel the award and re-bid the contract in the event that the selected bidder fails to deliver the certificates of insurance required hereunder. The certificates holder should be listed as: Illinois Institute of Technology; and the address should be shown as: Machinery Hall 100 W. 33rd Street, Chicago, IL 60616.

10.2 Insurance Coverages.

The selected Contractor will be required to maintain and furnish during the term of the contract satisfactory evidence of the following insurance coverages.

10.2.1 Commercial General Liability Insurance. Contractor, at its sole expense, will be required to maintain at all times during the term of the contract, including any renewal, commercial general liability insurance (“CGL”) with limits to be set by IIT from time to time, but in any event not less than $2,000,000.00 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence. The policy required by this Section 9.2.1. shall name IIT as an additional insured on a primary and not contributory basis, shall contain a waiver of subrogation, and shall require at least thirty (30) days’ prior written notice to IIT of termination or material modification.

10.2.2 Comprehensive Automobile Insurance. Contractor, at its sole expense, will be required to maintain comprehensive automobile insurance for all owned, hired, rented
and non-owned trucks, vans, buses and/or automobiles, with limits not less than $1,000,000.00 combined single limit for bodily injury and/or property damage.

10.2.3. Umbrella Liability Insurance. Contractor, at its sole expense, will be required to maintain at all times during the term of the contract, including any renewal, umbrella coverage written in excess of the coverages provided by the CGL and automobile insurance policies, with a combined single limit not less than $5,000,000 for each occurrence of bodily injury and/or property damage. The policy required by this Section 9.2.3. shall name IIT as an additional insured on a primary and not contributory basis, shall contain a waiver of subrogation, and shall require at least thirty (30) days’ prior written notice to IIT of termination or material modification.

10.2.4. Workers’ Compensation and Occupational Disease Insurance. Contractor will be required to maintain at all times during the term of the contract, including any renewal, in accordance with the laws of the State of Illinois, with a waiver of subrogation, Workers’ Compensation and Occupational Disease insurance and Employer's Liability insurance with limits of liability of not less than (i) $500,000.00 for bodily injury by accident for each accident; (ii) $500,000.00 for bodily injury by disease for each employee; and (iii) $500,000.00 aggregate liability for disease; and

10.2.5. Additional Insurance. IIT reserves the right to require that the selected Contractor maintain during the term of the contract to be awarded any additional insurance against such other risks and in such other amounts as IIT, in its sole discretion, may from time to time require.

10.3 Property Insurance.

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

10.4 Indemnity.

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

10.5 Catastrophe.

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

A. Scope of Services (Contract Specifications, dated August 31, 2015)
B. Contractor Qualification Form
C. Pricing Schedule
D. IIT M/WBE and EEO Plan
E. Service Agreement Example
F. Campus Map
ELEVATOR MAINTENANCE CONTRACT SPECIFICATIONS
(FULL SERVICE)

August 31, 2015

 having its principal office at

 (hereinafter called the “Contractor”)

will furnish service to:

ILLINOIS INSTITUTE OF TECHNOLOGY
100 W. 33rd Street
CHICAGO, IL 60616
(hereinafter called the “Owner”)

On

See Attached Inventory Spreadsheet

GENERAL TERMS

The services to be performed by the Contractor under this Contract shall consist of furnishing all material, labor, tools and equipment necessary to provide inspection and maintenance. Only trained employees of the Contractor will be used to insure safe operating equipment in accordance with all applicable Federal, State and Local laws, ordinances and regulations.

No consideration shall be given in regard to obsolescence of systems, materials or parts.

EMPLOYMENT PRACTICES

Contractor warrants that with respect to all employees working on the Owner’s premises, the Contractor is, and at all time will be, in compliance with all federal, state and city laws, rules and regulations relating to labor relations, fair employment practices, pay rates, safety and similar rules and regulations. All persons performing services on behalf of Contractor are deemed employees of the Contractor and are in no way considered employed by the Owner.

Contractor agrees that all work performed by or at the direction of Contractor hereunder shall be performed in compliance with the requirements of the Occupational Safety and Health Act (OSHA) of 1970, latest revision and all other federal, state and local laws and codes. Contractor is fully responsible for the safety and health of all persons engaged by Contractor and acknowledges that Owner, with respect to such persons, shall not be construed as, nor be held liable for, any obligations as employer within the meaning of the Act. Should Contractor observe an unsafe condition on the premises relative to the work hereunder, or if any of the Contractor’s employees working on the premises files a charge of non-compliance with the Act, Contractor shall notify Owner immediately upon receiving notice of such charge.
Contractor shall comply with the provisions of Executive Order 11246, as amended, of the President of the United States on equal employment opportunity and the rules and regulations issued pursuant thereto. The Contractor shall establish appropriate procedures and controls so that services under this contract shall not be performed by using any alien who is not legally eligible for such employment under the United States immigration laws.

No personnel employed in performing the work covered under this Contract shall solicit or accept any gratuities, for any reason whatsoever, from passengers, residents, customers, or any other persons on the site of work being performed. Any articles found on the premises by employees shall be turned over to Illinois Institute of Technology University.

**VANDALISM**

Contractor shall maintain, adjust, repair, restore, and replace all of the equipment of all the Units, including all components thereof, excepting only work required due to major vandalism (which is defined as vandalism damage that cannot be repaired or corrected by one mechanic within two hours).

**EXTENT OF WORK**

The work described in this Contract involves the service, inspection, examination, cleaning, lubricating, repairing, renewing and replacement of parts and equipment to maintain the Elevators and vertical transportation equipment in a safe and first-class operating condition conforming to the standards acceptable throughout the industry. The work shall be performed by the Contractor, and unless otherwise specified, applies to all parts of the equipment listed above, complete and in its entirety including, but not limited to, all machines, motors, motor generators, SCR and variable frequency drives, controllers, governors, sheaves, selectors, worms, gears, thrusts, bearings, brake magnets, coils, brake shoes, brakes, windings, commutators, rotating elements, contacts, oil buffers, pumps and valves, coil resistors, fuses for operating circuits and for motor circuits, magnet frames, cams, car door and hoistway door hangers, tracks and guides, car and counterweight guide rails, counterweight door operating devices, interlocks and contacts, push buttons, traveling cables, electronic tubes, hall lanterns and indicators, all wire ropes and cables, shackles, springs, bulb replacements in signal systems, programmers, or other electronic control systems, all other elevator signal and accessory equipment including all fan and ventilating for elevator care.

The maintenance under this Contract shall provide a constant high quality service to properly protect all elevator equipment from deterioration and provide constant peak performance of all elevators. It is understood that the maintenance work required by this Contract will be performed by the highest classification of mechanic. During regular working hours contractor must respond within sixty (60) minutes to service calls.

No consideration shall be given in regard to obsolescence of systems, materials or parts.

**LUBRICATION**

To lubricate as needed, but at least once a month all of those mechanical parts recommended to be lubricated by the original manufacturer of the elevator equipment or to otherwise lubricate as often as and in the manner specified by said manufacturer.

Lubricants shall consist of oils, greases and compounds furnished by the Contractor. The lubricants shall be of the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied. It being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed except on new parts installed and only if and for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in-period has elapsed.

**CLEANING**

Elevator machine rooms shall be kept in clean and orderly condition. Contractor shall, during the course of all examinations, remove and discard immediately, all accumulated oil, grease, dirt and debris from machine spaces, car tops and pit areas once per month. Prior to each anniversary date of this Contract, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris. All waste shall be discarded in compliance with all laws and codes. Cleaning compounds, waste, cloths and other materials necessary are to be supplied by the Contractor and shall be kept properly sealed to...
prevent leakage and stored in metal cabinets. It is understood and agreed between the parties that cleaning agents employed shall not be flammable or noxious. The elevator machine rooms shall be painted once a year immediately prior to the anniversary date of this Contract.

**EMERGENCY CALL BACK SERVICE**

The Contractor shall have the capability to provide 24 hour 7 day per week call back service without additional charge. This consists of dispatching qualified employees in response to emergency calls from the owner by telephone or otherwise, for adjustments or repairs on any day of the week, at any hour of the day or night. Emergency repairs shall be made in a timely manner to restore the elevators to operating order. If repairs cannot be made immediately, the mechanic or Contractor representative shall notify the building manager or superintendent as to the reason.

Response time for callback service:

1. During the hours identified, Contractor shall arrive at facility within 60 minutes from time of notification.

2. During the hours identified, Contractor shall arrive at Property in response to passenger entrapment calls within 30 minutes.

3. After hours, Contractor shall respond to callback service within 60 minutes from the time of notification.

**HOURS AND MANNER OF WORK**

All normal work including unlimited callbacks service will be performed during hours of 6:00 am – 6:00 pm (Monday – Friday) excluding holidays. The facility manager, at its option, may request callback or normal service at no additional cost during these hours.

Overtime Callbacks shall be included at no additional cost if:

- People are trapped,
- Two or more cars in group are out of service,
- A group dispatching system malfunctions.

Regardless of any specified minimum manpower, the contractor is still responsible to provide whatever manpower is necessary to meet the requirements of the agreement and the highest industry standards of maintenance and repair without any additional charge. Maintenance contractor shall notify Illinois Institute of Technology of any maintenance personnel and schedule changes.

**INSPECTION, EXAMINATION, AND ADJUSTMENT OF EQUIPMENT**

Contractor shall on a monthly basis, for a minimum of 1 hour per hydraulic elevator a month, 2 hour per traction elevator a month and ½ hour a quarter per lift and dumbwaiter, inspect, examine, clean and adjust as necessary all mechanical and electrical parts subject to loosening, wearing, and/or burning out by reason of movement, contact or load, mechanical or electrical, which shall include all machines, motors, generators, SCR and variable frequency drives, and controller parts, worms, gears, governors, bearings brake shoes and linings, brushes, coils and windings, commutators, pumps, valves, armatures, rotors, stators, contacts, switches, relays, resistance, wiring of all circuits, magnet frames, sheaves, sheave centers, shafts, floor leveling and safety devices, counterweights, rixon hinges, car door hangers and guides, hall push-buttons, cab lighting, signal devices, gates, car panels, wire ropes, conductor cables, emergency signal controls and other electrical and mechanical parts.

The Contractor is to make any and all inspections and adjustments to the elevator system in accordance with the manufacturer’s recommendations. Maintenance procedure charts shall be located in each elevator machine room. Each check chart in the machine room(s) must be kept up to date so as to reflect the scheduled items of maintenance. Upon completion of the maintenance, the Contractor must initial the check chart to indicate what work has been completed. Contractor shall provide additional charts as needed. In addition to the check chart located in the elevator motor room(s), Contractor shall furnish work tickets to the Owner which will indicate all the malfunctions of the elevators and the corrective work performed by the Contractor. The work tickets shall specify due dates and time in which the work was performed and shall be signed by the Contractor’s mechanic.
All regularly scheduled inspections shall also be recorded or signed by the Contractor’s mechanic. Work tickets shall also show time arrived and departed from the job.

**SPECIAL INSPECTION AND TEST REQUIREMENTS**

Owner shall allow the Contractor to perform all monthly, annual and/or 5-year safety tests as required by law. Contractor shall provide labor, tools and materials as needed to accomplish complete inspections and tests as required without additional charge.

Contractor shall complete all deficiencies identified during the annual inspection and/or audits within 30 days. Any items not covered under the contract must be submitted in a written proposal within 7 days, and corrected immediately upon acceptance of the proposal.

**MONTHLY REPORTS**

The Contractor must submit a monthly report to the Owner no later than the 10th day of each month covered by this contract, covering the prior month’s contract activity. The report should chronicle all the outages, whether for maintenance, repair or modernization and should indicate the date and time of outage and the reason for the outage. A written explanation should be provided for each duplicate callback, for each entrapment, for each accident and for each repair that involves the unscheduled shutdown of an elevator. The monthly report shall distinguish between scheduled preventative maintenance and call back service.

The Contractor shall make available to the building all logs and diagrams in the machine rooms. The mechanic(s) will record activities completed at the property and will follow the guidelines provided by the building to log into the any third-party software or the ElevatorApp, a third party reporting tool used by the property at a location provided by the property, and input their name(s), what work is to be performed, status of work and log out with work completed documented.

The Contractor shall maintain a log (check-chart) of all completed maintenance tasks, callbacks, entrapments, testing and repairs either by hand and electronically with a third-party reporting tool provided by the building at the front desk/management, office/space provided by building when they enter and leave the building. The log shall be signed either by hand or electronically with a third-party reporting tool provided by the building and dated by the mechanic when tasks are completed. Copies from company records shall be sent to the Owner quarterly. The monthly preventative maintenance records can be printed on site and put in the machine room for Code compliance requirements and help any other mechanic to see work performed.

**RECORDS**

Contractor shall maintain complete and accurate accounting records, in a form in accordance with standard accounting practices, to substantiate Contractor’s charge hereunder. Such records shall include payroll records, job cards, attendance cards and job summaries, and the Contractor shall retain such records for a period of six (6) years from the date of final payment hereunder. Owner shall have access to copies of such records which shall be granted upon request of Owner for purposes of audit during normal business hours during the term of this Contract and during the respective periods in which Contractor is required to maintain such records as herein provided. If such audit reveals an overcharge by Contractor, then, in addition to immediate refund and other remedies hereunder and at law or equity, Contractor shall pay Owner's cost of the audit. If audit reveals an overcharge, missed preventive maintenance and or missed committed monthly preventative maintenance hours by Contractor, then IIT will be reimbursed or credited.

Contractor shall, at any time during the term of this Contract, upon written request of the Owner, promptly submit to Owner a complete report of inspections, repairs or reinstallation of parts or services performed and supply samples of lubricants, compounds, or other materials employed, at no cost to Owner.

**PERIODIC EXAMINATION**

All safety devices, governors, wire ropes and conductor cables, shall be calibrated and/or tested periodically, in accordance with ANSI/ASME-A17.1, A17.2, A17.3, American National Standard Safety Code for Elevators as the same may be amended, supplemented or substituted, and in accordance with all applicable laws and codes. All necessary material and labor to make these tests shall be furnished by the Contractor and witnessed by a qualified elevator inspector employed by the Owner’s elevator insurance company or local authorities. Any additional testing required by local authorities shall be included.
TRAVEL

It is understood that no travel time shall be charged under this Contract.

GENERAL SCOPE REQUIREMENTS

All replacement parts shall be new and specifically designed for the elevators, escalators, or other devices on which they are to be used.

The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer.

The Contractor shall maintain all elevator equipment in hoistways, machine rooms, secondary levels, and pits and assigned Contractor work spaces in a clean orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept dry and clean.

When the Contractor becomes aware of a maintenance deficiency or necessary repair or replacement (either through observation, notification from the Owner, or from a Consultant's report) that is specifically excluded from the scope of this Contract, the Contractor shall notify the Owner in writing within 7 business days that, in its opinion, the correction of that deficiency or the repair or replacement is not covered, along with a proposal to correct the problem. Proposal must include a breakdown of material and labor cost, including number of hours included in the labor cost and hourly rate charged, and detailed documentation of why the proposed repair is not covered under the Contract, including photographic or other evidence where applicable. The terms and conditions of this Contract take precedence over those of any proposal signed between the parties for non-covered work during the term of this Contract, and the specified hourly rates shall apply in all cases. The Owner reserves the right to make the final determination concerning whether the deficiency is covered under this Contract. Correction of any existing deficiencies or known defects in the equipment are the Contractor's responsibility unless the particular deficiency was specifically excluded in writing in this Contract. Unless otherwise stated in this Contract, Contractor accepts responsibility for the existing condition of the equipment and correction of existing deficiencies or defects without exception.

Contractor is responsible for any elevator related fines that IIT may receive.

The Contractor shall be responsible for giving immediate notice to the Owner of any condition it discovers that may present a hazard to either the equipment or passengers.

If the Consultant recommends that an item or items should be repaired or replaced, the Contractor will do so within the stipulated period of time by the IIT.

SCOPE OF WORK (REPAIRS AND REPLACEMENTS)

The Contractor will furnish all material and replacement parts, and shall provide all labor, supervision, tools, supplies and other expenses necessary to perform a full maintenance service program, and repairs of every description, including inspections, adjustments, cleaning, tests as herein specified for all equipment under this Contract.

The Contractor will use competent trained men directly employed and supervised by his organization. They shall be qualified to keep the elevator equipment properly adjusted and will use all reasonable care in maintaining the equipment in a proper and safe operating condition. They shall regularly and systematically examine, adjust, lubricate and clean; and when conditions warrant, repair or replace any mechanical, electrical, moving or stationary parts as listed, providing the specific item is incorporated within, or a segment of the elevator unit. The Contractor hereby takes full responsibility to repair or replace to manufacturer’s standards all components of the elevator equipment not specifically excluded, including, but not limited to, the following:

Machine: Worm and gear, pinion gear, thrust bearings, lateral bearings, drive sheaves, drive sheave shaft bearings, brake pulley and brake coil, brake shoes and linings, brake pins and brake contacts, sound isolation, and other component parts.
Motor and Motor Generator: Motor windings, gearless hoist motors, rotating element, commutator, brushes, brush holders, bearings, field coils, armature and stator, shaft, collector and slip rings, rotor. As applicable, SCR Drives and Variable Frequency Drives are also included.

Controller, Selector, Dispatching Equipment: All relays, rectifiers, solid state components, resistors, condensers, transformers, contacts, conductors, dash pots, timing devices, selector switches, computer devices, steel selector tape, mechanical and electrical driving equipment, coils, solenoids, resistance grids, magnets and inductors, switch assemblies, and springs, microprocessors, transducers and printed circuit boards, wire and cable, arc deflectors, fuses, electronic tubes.

Governor: Governor sheave and shaft assembly, bearings, contacts and governor jaws, switches, governor tension sheave assembly.

Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices, tracks, cams, rollers, locks and contacts, air cord, chains, pivot and pivot pins, hinges, auxiliary hinges, gate switches and sight guards, cab ventilation fans.

Deflector and Secondary Sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibbs, slowdown switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies, car and counterweight 2:1 sheaves.

Automatic power operated door operators, car door hangers, car door contacts, door protective devices, tracks, door clutch mechanism, closers and closer arms, load weighing equipment, car safety units, platform, wood platform flooring, tile floor covering in the elevator cab, elevator car guide shoes gibbs or rollers, car door gibbs and sills, elevator car tops, car gates (vertical and collapsing) Emergency light batteries.

Renew all wire ropes, hoist, compensating and governor, as often as is necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal counterweight and related equipment clearances. Whenever wire ropes are replaced or shortened, only wedge-type shackles shall be used if applicable. Any modifications necessary to achieve this result shall be the responsibility of the Contractor. Replace and repair, as required, traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers. The mainline switch together with fuses for same are excluded.

Contractor shall be responsible to relamp all lighting fixtures in the pit, machine room, hoistway on top of and underneath the elevator car. Cab lighting is excluded.

Fixture contacts, pushbuttons, key switches, locks, lamps and sockets of button stations (car and hall) lanterns, position indicators (car and hall), direction indicators, relamp signal equipment including hall lanterns, position indicators, car and hall stations, traffic directory stations, lobby indicator panels, intercom systems, alarm bells and elevator monitoring system. This contract includes repair of cab annunciator system and repair of car switch.

Examine all safety devices and governors and conduct annual no load tests. Each fifth year, perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. Car balance shall be check and the governor recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code for Elevator and Escalators ANSI/ASME A17.1 Current Edition as the same may be amended, supplemented or substituted, and in accordance with all applicable laws and codes. Hydraulic pressure tests are included in this agreement. Repair or replace the following parts of the pump unit; impellers, bearings, seals, operating valves, strainers, reservoir, solenoids, transmission sheaves and drive belts. Repair, renew or replace oil hydraulic tanks, valve screens, filters, pumps, motors, belts, fittings, above ground piping and supports, packings, “O” rings, cylinder head assemblies, pistons and isolation equipment.

If the Consultant recommends that an item or items should be repaired or replaced, the Contractor will do so within the stipulated period of time by the IIT.

**MAINTENANCE FREQUENCY AND TASKS**

As a minimum, or as conditions warrant, Contractor shall perform maintenance work as follows:

**Geared Passenger Elevators:**
**Frequency 4 Weeks**
A. Clean, inspect, adjust machine, controller, selector, motor and governor.
B. Clean, inspect and adjust car top, operating switches, door operator and controls, car door hangers, gib and detectors.
C. Clean, inspect and adjust hoistway door hangers, interlocks, linkage, pick up assembly, door gib, non-vision wing and hoistway switches.
D. Clean, inspect, and adjust governor tension sheave, car and counterweight buffers. Clean pit and check safety plank and travel cable loops.
E. Test Fire Service Phase I and II and log test results.

**Frequency 8 Weeks**
F. Clean machine rooms, check commutators and brushes, clean and adjust controller and selector contacts and relays.
G. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop and inspect travel cable.

**Frequency 12 Weeks**
H. Inspect rope shackles, car and counterweight guides, TM and slow down switches, adjust and lubricate as required, check emergency light.
I. Check brake operation, selector drive, motor start and run switches, blow out motor, and clean controls.
J. Clean car and hall station contacts, check door closing force, check and lubricate door clutch linkage pins and adjust, check car and hoistway hanger rollers and adjust up thrusts.
K. Check machine bearings, lubricate governor linkage, check transformers, rectifiers and timers.

**Frequency 26 Weeks**
L. Check control and main line fuses, voltage readings, motor and wire connections, overloads, armature clearance and brake cores.
M. Check car safety mechanism, governor rope hitch, hoistway switch rollers, door closing devices, inspect and equalize hoist ropes.

**Frequency 52 Weeks**
N. Drop brake shoes, clean, lubricate and adjust.
O. Check car frame, guide rail and bracket fastenings, clean guide rails and brackets, overhead sheaves, door hangers, sills and pits.
P. Drain gear oil, flush casing and refill with new oil.
Q. Annual lubrication motor and machine bearings, deflector and governor tension sheave bearings.
R. Annual car safety test. Check buffer oil level.
S. Blow out motors.
T. Adjust motor control and check logic operation.
U. Perform required safety tests for witnessing by Inspector.

**Frequency 260 Weeks**
V. Five (5) year safety and buffer test for witnessing by Inspector.

**Hydraulic Passenger Elevators:**

**Frequency 4 Weeks**
A. Clean and inspect power unite, control, valves, motor and belts.
B. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gib, photo eyes and safety edge, detector.
C. Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gib, non-vision wing and hoistway switches.
D. Clean and inspect buffers and jack packing, clean pit, check travel cable loop.
W. Test Fire Service Phase I and II and log test results.
E. Oil usage log must be maintained monthly even if no oil is added.

**Frequency 8 Weeks**
F. Clean machine room, clean and adjust controller and selector contacts and relays.
G. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable.
**Frequency 12 Weeks**

H. Inspect leveling and limit switches and check emergency light.
I. Inspect power drive (belts and coupling) and pump, clean controls.
J. Clean car and hall station contacts, check door closing force, check and lubricate door clutch linkage pins and adjust. Check car and hoistway hanger rollers and adjust up thrusts.
K. Check motor bearings, transformers, rectifiers and timers.

**Frequency 26 Weeks**

L. Check control and main line fuses, voltage readings, motor connections and overloads.
M. Check bolster plate and channels, hoistway switches and door closing devices.

**Frequency 52 Weeks**

N. Check drive belt tension and adjust valves.
O. Clean guide rails and brackets, door hangers, sill and pit.
P. Filter hydraulic oil.
Q. Annual valve control adjustment and check logic operation.
R. Annual pressure test and lubricate motor.
S. Perform one (1) year pressure test (where flexible hose is present) for witnessing by Q.E.I. Inspector.

**HYDRAULIC & TRACTION**

All piping, fittings and accessories (such as vibration dampers, silencers, etc.), between the pumping plant and the jack unit. Power plant (complete), consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves (of every kind), strainer, mufflers, gaskets, and all other accessories.

All replacement parts shall be new and specifically designed for the elevators on which they are to be used.

The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this Contract.

The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, secondary levels, and pits and assigned elevator contractor work space in a clean orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept dry and clean.

The Contractor shall be responsible for notifying the Owner (in writing) of the existence or development of any defects in, or repairs required to, the elevator equipment which he does not consider to be his responsibility under the terms of the contract. The Contractor shall furnish the Owner with a written estimate of the cost to correct any such defects or make the required repairs. The Owner reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.

On due notice from the Owner, the Contractor will comply with violations of the Department of Housing and Buildings for repairs as covered herein, provided such violations did not exist prior to the date of this Contract.

The Contractor shall be responsible for giving immediate notice to the Owner of any condition, which he discovers that may present a hazard to either the equipment or passengers.

If the Consultant recommends that an item or items should be repaired or replaced, the Contractor will do so within the stipulated period of time by the IIT.

Guide rails shall be kept free of rust. Where roller guides are used, rails shall be kept dry and properly lubricated when sliding guides are used. Replace guide shoe rollers and gib as required to insure smooth and satisfactory operation. Periodically examine rail brackets for tightness of bolts and nuts. File any rough surface, or gouge which may appear due to action of the safety devices.

All replacement parts shall be new and specifically designed for the elevators on which they are to be used.

The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed,
with proper insulating compound as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this contract.

The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, secondary levels, and pits and assigned elevator contractor work space in a clean orderly condition, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean.

**Contractor shall be responsible of proper disposal of any and all non and contaminated oil. Elevator Contractor shall provide documentation of oil disposal.**

**SPECIAL PROVISIONS FOR IIT BUILDINGS**

In an IIT (Owner) building, at its discretion, requires that the work detailed in the following list be performed during the building’s off-hours. It is the Contractor’s responsibility to determine the Owner’s policy regarding these items. As a default, the Contractor must perform the work on off-hours. The Contractor must have explicit written permission from the Owner prior to performing any of this work during normal business hours. There shall be no additional charge for this work; all costs including, but not limited to, the overtime labor cost shall be included in the monthly maintenance price.

- All wire rope replacements
- All work that requires burning
- Any work that would result in a level of noise incompatible with work/education being conducted in the building

**PERFORMANCE TIMES, LEVELING, AND CONTRACT SPEED**

The control system shall be maintained to provide smooth acceleration and deceleration. The Contractor must maintain elevators in accordance with the manufacturer’s performance specifications (including floor-to-floor times, door timings, rate speed, group supervisory system, etc.).

The Contractor shall be required to maintain these performance criteria (at minimum) during the entire term of any free, guaranteed or Contract maintenance period.

* The Floor-to-Floor Performance Time is defined as the time elapsed from the time the elevator doors begin to close until the elevator doors are three-quarters open on a one floor run.

Door opening and closing speeds shall be adjusted for ideal and maximum performance commensurate with door width and height.

All door open dwell times are subject to Owner discretion and direction. Under no circumstances shall performance times violate any provisions of the Code.

**TESTING**

The Contractor shall examine monthly all safety devices and governors and conduct any required safety tests, including but not limited to monthly fire service testing, annual, and five (5) year safety tests. Additionally, during these tests the car balances will be checked, and the governor set, re-calibrated and sealed for proper tripping speed. Perform monthly test of the elevator Fire Safety System, i.e., Manual Recall and Firemen’s Elevator Operation in the designated elevators. Confirmation and results of all tests shall be forwarded to the Owner upon completion of testing. All required filing shall be included under the terms of this Contract.

**SPARE PARTS**

The Contractor shall provide and maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping clothes, and other minor parts in each elevator machine room for the performance of routine preventative maintenance. All spare parts shall
be kept in locked metal storage cabinets provided by the Contractor. Major repair or replacement parts shall be kept within a 25 mile radius of the site and shall be deliverable within 24 hours.

**MANUFACTURER’S SUPPORT AVAILABILITY**

Contractor must not be bound by support barriers with any original equipment manufacturer. Contractor should submit a statement regarding their ability to gain technical support and/or parts for each type of elevator equipment serviced under this contract. This should include, but not be limited to, controls, door equipment, emergency communication systems, rotating equipment, pump and power units.

**WIRING DIAGRAMS**

Contractor shall maintain one (1) complete set of “as-built” field wiring and straight line wiring diagrams in each machine room, showing all electrical circuits in hoistway as well as the machine room, showing also any changes or update of circuits. This set of diagrams is to be framed under glass or on pivoted hard boards coated with an approved plastic sealer and mounted in elevator machine room as directed by Owner. These diagrams shall be the property of the Owner.

The Contractor shall maintain a complete duplicate set of updated electrical wiring diagrams on file with Owner’s management; these diagrams shall be the property of the Owner.

**PAINTING**

The Contractor shall keep the exterior of the machinery and any other parts of the equipment subjected to rust and paint deterioration properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with the proper insulating compound. The contractor at the owner’s request shall paint all machine room floors and pits no less than every year.

**ITEMS EXCLUDED FROM CONTRACT**

The following additional items of elevator equipment are excluded: car enclosure (including removable panels, suspended ceiling, light diffusers, etc.) hoistways enclosures, hoistway doors, hoistway door frames and sills, fluorescent light tubes and car frames.

**INSURANCE COVERAGE**

See attached Illinois Institute of Technology University Insurance Requirements.

**BILLING RATES**

See attached Maintenance Contract Schedule “A”.

If a Maintenance Contract Schedule “A” is not attached to this contract, the schedule that was submitted with bid shall be in effect for this contract.
**ESCALATION**

Contractor shall provide to Owner, at or before the commencement of this Contract, a separate statement of Contractor’s labor cost, material costs and total costs for the performance of this Contract. Upon submission by Contractor to Owner satisfactory evidence that the Contractor’s actual labor and/or material costs for the performance of this Contract have increased, the Contractor’s compensation under this Contract shall be increased annually on each anniversary date succeeding the effective date of this Contract as follows:

Labor cost shall constitute 80% of contract price.

Material cost shall constitute 20% of contract price.

80% of total contract price shall be increased by the actual percent increase in the straight time direct labor cost.

20% of total contract price shall be increased by the percent increase in material cost.

The increase in material costs shall be the difference of the index of “Wholesale Metal Products”, published by the U. S. Department of Labor, Bureau of Labor Statistics, in the base year and the year in which the increase is to be calculated. The monthly index to be used for the base year is the index for the month in which this Contract becomes effective.

**Notwithstanding anything to the contrary, the maximum annual increase shall not be more than four (4) percent of the total contracted payment for the preceding contract year.**

**KEEPING GOOD RELATIONS**

Contractor agrees that it shall not at any time prior to or during the term of this Contract, either directly or indirectly use any subcontractors and/or labor and/or materials which would or will create any difficulty with other contractors and/or subcontractors and/or labor engaged by Contractor or Owner or others in the construction, maintenance and/or operation of the development or any part thereof.

**ASSIGNMENT**

Contractor shall not assign this Contract nor any interest therein or delegate any duties hereunder without the prior written consent of the Owner in each instance.

The violation by Contractor of any of the covenants, agreements, terms, provisions and conditions contained in this section shall be deemed a substantial default by Contractor under the terms of this Contract.

**COMPLIANCE WITH LAW**

Contractor shall obtain any and all government permits and licenses required for the proper and lawful conduct of the Contractor’s business at Contractor’s sole cost and expense. If the failure to secure such license and/or permit would, in any way, affect Owner, contractor, at contractor’s sole expense, shall be responsible to clear all violations and pay all fines imposed, and shall at all times comply with the terms and conditions of each such license or permit.

Contractor shall, in the conduction of its operation, comply with all applicable laws, orders and regulations of any governmental agencies and authorities having jurisdiction in these matters, at no additional cost to the Contract.

Contractor shall provide Owner with a proposed schedule of inspections, tests and maintenance for the coming years; such schedule to be provided on each subsequent anniversary date. Schedule shall incorporate minimum requirements as specified herein. Such schedule shall include anticipated times when units will be taken out of service and duration of same. If for any reason this schedule is modified at any time, Management shall be notified.

Contractor shall comply with regulations of all other governmental agencies having jurisdiction, and written recommendations of Owner’s insurance carrier or independent elevator consultant for repairs as covered herein.
SUBCONTRACTING

Contractor shall not subcontract any work or responsibility in this Contract, except items that are out of normal scope, such as hoist motor and generator repairs or wire rope replacement, without the prior written consent of Owner.

NON-WAIVER PROVISIONS

The failure of Owner to insist, in one or more instances, upon the strict performance of any of the covenants, terms, provisions or conditions of this Contract or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, conditions or election, but the same shall continue and remain in full force and effect. No waiver by Owner of any covenant, agreement, term provision, or conditions of this Contract shall be deemed to have been made unless expressed in writing and signed by Owner.

MECHANICS’ LIEN

Contractor agrees that if any mechanic’s lien is filed against the building for work done, services claimed to have been rendered or materials claimed to have been furnished in connection with or pursuant to the provision of this contract, that Contractor shall cause such mechanic’s lien to be discharged within 30 days after filing, at Contractor’s expense by discharge or bonding, and proof of same shall be provided by Contractor to Owner.

Contractor will hold Owner, its directors, officers, agents and employees harmless against any such lien and any expenses or fees, including reasonable attorney’s fees, incurred in connection therewith. Upon Contractor’s failure to comply herewith, the same may be furnished by Owner at Contractor’s sole expense.

CAPTIONS

The captions and sections identifications are inserted only as a matter of convenience and for reference, and in no way define or limit neither the scope of this contract nor the intent of any provision thereof. If is understood that wherever terms as “adequate” or “as required” or “as necessary” or “if necessary” are indicated in the specifications, these terms shall be construed to mean “as agreed by Owner and Contractor and in accordance with industry and/or manufacturer’s standards”.

MISCELLANEOUS

This Contract and its attachments shall constitute the entire agreement between the parties and all prior representation or prior agreements, whether written or oral, are merged herein.

This Contract can be modified only by written agreement of both parties and in all respects shall be governed by State and Federal law. As used herein, “day” shall mean calendar days unless otherwise expressly provided.

This Contract shall insure to the benefit of and be binding on the successors of Contractor and the successors and assigns of Owner.

ADDITIONAL COVERAGE

All other materials, solid-state components, equipment, etc. not mentioned above which are part of the elevator installation are included in this agreement.

PAYMENT

The Owner agrees to pay the Contractor for service herein stated, .................................................. DOLLARS ($ ..................................................) PLUS APPLICABLE TAX which shall be separately identified on each bill every month during the term of this Contract. The term of this Contract is for ________ YEARS from .........................., 200... and shall automatically renew month to month until further notice by Building Management.

NON-PAYMENT
The Owner may have the elevators’ performance checked periodically by an independent elevator consultant to ensure the Contractor is performing in accordance with the terms and conditions of this Contract. If the Consultant determines that Contractor is not performing its obligations hereunder, then, in addition to all other rights and remedies reserved to Owner herein or at law or equity, including the right of cancellation Owner may retain the monthly payments to Contractor until the deficiencies are fully cured and Contractor shall pay to Owner the cost of retaining consultant.

**CANCELLATION / TERMS**

Refer to IIT Service Agreement

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**END OF MAINTENANCE CONTRACT SPECIFICATIONS**
EXHIBIT B
CONTRACTOR QUALIFICATION FORM

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

Company Information: Please provide the following information.

1. Company Name: ____________________________________________________
2. Year Company was Incorporated: _______________________________________
3. Owner and Title: ____________________________________________________
4. Service Manager: ___________________________________________________
5. Proposed Service Representative: ______________________________________
6. Attach Company Organizational Chart.

Business Status: Check more than one if applicable.

Incorporated: ______  Sole-Owner: ______  Partnership: ______  M/WBE: ______
Traded: ______  Others: ______

Sales Information:

1. Company Total Dollar sales fiscal 2010 year: _____________________________
2. Has your company ever filed for bankruptcy? Yes _____ No ______. If Yes, explain in detail the reasons why, filing date and current status.______________________
   ____________________________________________________________________
   ____________________________________________________________________
CONTRACTOR QUALIFICATION FORM

Service/Management Information: (provide attachments if spaces provided is insufficient)

1. Indicate the ratio of Managers to personnel company-wide: __________________

2. Total number of technicians in Chicago: _______________________________

3. Total number of service routes in Chicago: _______________________________

4. Are your employees covered by a collective bargaining unit? Yes _____ No ______
   If Yes, list the name of the unit and expiration date of the current agreements.
   ________________________________________________________________

5. Describe your company Quality assurance program and name your proposed Quality
   assurance agent. ________________________________________________

7. Describe in what training you currently have in house or under contract for your employees.
   ________________________________________________________________

8. Describe in detail your safety program (Attach any supporting documentation)
   ________________________________________________________________

9. Has your company ever been terminated on a contract for unsatisfactory performance?
   Yes_____ No ______ If Yes, describe in detail.
   ________________________________________________________________

10. Provide your financial reference with contact and phone number.
    _______________________________________________________________

11. Provide your insurance reference with contact and phone number.
    _______________________________________________________________
EXHIBIT B (continued)

CONTRACTOR QUALIFICATION FORM

EXPERIENCE:

1. Is your company presently providing vertical transportation maintenance services for any colleges/universities in Chicago/Area similar to scope of this RFP? Yes _____ No_____

2. Number of accounts similar to scope of this RFP your company currently provide services to in Chicago & surrounding area __________

3. List Names, Locations and Contact Person for current colleges/universities or account of similar nature for which your company provides vertical transportation maintenance services:

   List Chicago facilities first. Use attachment page if necessary.

   Name: ________________________________________________
   Location: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ________________________________________________

   Name: ________________________________________________
   Location: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ________________________________________________

   Name: ________________________________________________
   Location: ________________________________________________
   Contact Person: ________________________________________________
   Phone Number: ________________________________________________

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

Signed ____________________________________________  Date ___________
## EXHIBIT C - PRICING SCHEDULE

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>ADDRESS</th>
<th>TYPE</th>
<th>MANUFACTURER</th>
<th>CAR</th>
<th>COST PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACADEMIC BUILDINGS</strong></td>
<td></td>
<td></td>
<td></td>
<td>YEAR 1</td>
<td>YEAR 2</td>
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<tr>
<td>Crown Hall</td>
<td>3360 S. State St.</td>
<td>ADA Lift, Stair</td>
<td>Garaventa</td>
<td>Passenger</td>
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<tr>
<td>Crown Hall</td>
<td>3360 S. State St.</td>
<td>ADA Lift, Screw</td>
<td>National Wheel-O-Vator</td>
<td>Passenger</td>
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<tr>
<td>Galvin Library</td>
<td>35 W. 33rd St.</td>
<td>Hydraulic</td>
<td>Dover</td>
<td>Passenger</td>
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<tr>
<td>Main Building</td>
<td>3300 S. Federal St.</td>
<td>Traction, Overhead Geared</td>
<td>Universal/Otis</td>
<td>Passenger</td>
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<tr>
<td>Siegel Hall</td>
<td>3301 S. Dearborn St.</td>
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<td>Universal Elevator</td>
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<td>Wishnick Hall</td>
<td>3255 S. Dearborn St.</td>
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<td>Motion Control Engineering</td>
<td>Passenger</td>
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<tr>
<td>Keating Hall</td>
<td>3040 S. Wabash</td>
<td>ADA Lift, Screw</td>
<td>Garaventa</td>
<td>Passenger</td>
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<tr>
<td>Keating Hall</td>
<td>3040 S. Wabash</td>
<td>ADA Lift, Stair</td>
<td>Garaventa</td>
<td>Passenger</td>
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<tr>
<td>Engineering 1 Building (E-1)</td>
<td>10 W. 32nd St.</td>
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<td>Esco/Gallaher &amp; Speck</td>
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<td><strong>RENTAL PROPERTIES</strong></td>
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<td>YEAR 2</td>
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<tr>
<td>Vandercook College of Music</td>
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<td>Rotary</td>
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<td>Vandercook College of Music #2</td>
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<td>3424 S. State Street</td>
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<td>Incubator (Engineering Research Building)</td>
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<td>IIT Tower</td>
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<td>Hyd. Platform</td>
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**TOTAL FOR ACADEMIC:**

**TOTAL FOR RENTAL:**

**TOTAL FOR HIGH-RISE APARTMENT BLDGS:**

IIT Vertical Transportation Maintenance Service
RFP 2015
**EXHIBIT C - PRICING SCHEDULE**

<table>
<thead>
<tr>
<th>BUILDING</th>
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<th>TYPE</th>
<th>MANUFACTURER</th>
<th>CAR</th>
<th>COST PER MONTH</th>
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<td><strong>Total for McCormick Student Village</strong></td>
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</tr>
</tbody>
</table>

Elevators would be serviced by request only on T&M
Required annual & 3/5/7 year tests, etc. for these elevators will be submitted to IIT as a proposal

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>ADDRESS</th>
<th>TYPE</th>
<th>MANUFACTURER</th>
<th>CAR</th>
<th>COST PER MONTH</th>
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<tbody>
<tr>
<td>Metals/INFAC Building</td>
<td>3350 S. Federal St.</td>
<td>Hydraulic</td>
<td>Rotary</td>
<td>Passenger</td>
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<tr>
<td>CTA 1 (West)</td>
<td>3100 S. Federal</td>
<td>Rotary</td>
<td>Motion Control Engineering</td>
<td>Passenger</td>
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<tr>
<td>Bailey Hall</td>
<td>3101 South Wabash</td>
<td>Traction</td>
<td>Motion Control Engineering</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>Bailey Hall</td>
<td>3101 South Wabash</td>
<td>Traction</td>
<td>Motion Control Engineering</td>
<td>Freight</td>
<td></td>
</tr>
<tr>
<td>Cunningham Hall</td>
<td>3100 South Michigan</td>
<td>Traction</td>
<td>Motion Control Engineering</td>
<td>Passenger</td>
<td></td>
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<tr>
<td>Cunningham Hall</td>
<td>3100 South Michigan</td>
<td>Traction</td>
<td>Motion Control Engineering</td>
<td>Freight</td>
<td></td>
</tr>
<tr>
<td>3424 S. State Street</td>
<td>Central Building (dock)</td>
<td>Exterior Lift</td>
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</tbody>
</table>

**TOTAL FOR T&M ELEVATORS:**
EXHIBIT D

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. STATEMENT OF INTENT AND PROGRAM IMPLEMENTATION

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

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

III. M/WBE CONTRACTING & PROCUREMENT

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

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

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

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. COUNTING MBE/WBE PARTICIPATION TOWARDS CONTRACT GOALS

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

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

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

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

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

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

VII. RECORD KEEPING

A. The Contractor shall, no later than thirty (30) days after the approval of the 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 - MWBE 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

**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

**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

**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
Email: 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

**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/
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

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/

**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,
Chicago, IL 60615
Phone: (773) 363-1996
Fax: (773) 681-7166
Website: http://www.illinoissenatedemocrats.com/index.php/sen-raoul-home

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
Alderman Robert W. Fioretti, 2\textsuperscript{nd} 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, 3\textsuperscript{rd} Ward
5046 South State Street
Chicago, Illinois 60609
Phone: (773) 373-9273
Email: ward03@cityofchicago.org
Website: http://www.dowellfor3rdward.com/

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

Alderman Willie B. Cochran, 20\textsuperscript{th} 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

\textbf{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.
WE PROPOSE TO AWARD SUBCONTRACTORS AND SUPPLY PURCHASES AS DESCRIBED HEREAFTER:

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<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>
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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: ___________________________
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>
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</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
EXHIBIT E
AGREEMENT FOR
VERTICAL TRANSPORTATION MAINTENANCE SERVICES

This Vertical Transportation Maintenance Services Agreement ("Agreement") is entered into and made effective this __ day of ____, 20__, by and between _____________________ ("Contractor"), a(n) _________ corporation having its principal offices at __________________________________, and Illinois Institute of Technology ("IIT"), an Illinois not-for-profit corporation having offices at 10 W. 35th Street, Chicago, Illinois, 60616.

1. Services

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

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

2. Term

The term of this Agreement shall commence on January 1, 2016 ("Commencement Date") and shall expire on December 31, 2018 ("Expiration Date"). The Agreement may be terminated before the Expiration Date as provided in Section 18.

3. Renewal

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

4. Service Standards

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

5. The Pricing Schedule

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

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

6. Additional Services

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

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

7. Incident Reports

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

8. Equal Employment Opportunity

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

9. Contractor’s Employees

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

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

Contractor shall take reasonable steps to prevent its employees from committing any acts of personal misconduct, criminal conduct and/or damage to IIT, its employees and students, and the personal property of any of the foregoing. Contractor shall not permit its employees to smoke or drink alcohol or be under the influence of any illegal drug or
alcohol while working at IIT. Contractor shall not permit its employees to possess any firearm, mace or other weapon while working at IIT. Contractor shall have its employees treat all personnel and IIT property with due care and respect.

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

10. Management Employees

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

11. Performance Evaluations and Reporting

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

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

12. Compliance with Laws and Regulations

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

13. Chemicals/Safety

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

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

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

14. Indemnification and Waiver

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

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

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

15. Insurance

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

Certificate of Insurance must clearly state:

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

Certificates received without this language will be rejected.

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

16. Force Majeure

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

17. Confidential Information

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

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

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

Contractor shall require each of its employees working at IIT to agree to the confidentiality obligation stated herein and shall maintain a list with the following information: the names of employees who have read the confidentiality obligation; the dates on which they have
Contractor agrees to provide IIT evidence of the foregoing upon request.

Contractor's obligation of confidentiality set forth herein shall survive for a period of three (3) years following the date of termination of this Agreement.

18. Termination

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

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

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

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

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

19. Notice

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

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

**IIT:**

__________________________________  
__________________________________  
Phone: ______________  
Fax: ______________  
E-mail: ______________  

**Contractor:**

__________________________________  
__________________________________  
Phone: ______________  
Fax: ______________  
Email: ______________  

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

**IIT:**

Contract Administrator  
Darlene Coleman  
Facilities Maintenance Management  
Illinois Institute of Technology  
Machinery Hall, Room 200  
100 W. 33rd Street  
Chicago, IL 60616  
Phone: 312-567-3752  
Fax: 312-567-3344  
E-mail:dcole10@iit.edu  

**Contractor:**

__________________________________  
__________________________________  
Phone: ______________  
Fax: ______________  
Email: ______________  

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

**IIT:**

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

**With a copy to:**

Anthony D’Amato  
Vice President & General Counsel  
Illinois Institute of Technology  
10 W. 35th St., Suite 1900-SW  
Chicago, Illinois 60616
20. **Governing Law**

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

21. **Entire Agreement**

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

22. **Assignment**

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

23. **Relationship of Parties**

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

24. **Authority to Sign**

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

[Insert Contractor Name]  
Illinois Institute of Technology

By:____________________________     By:___________________
Name: _________________________ Name:________________________
Title: ___________________________   Title:________________________
Date:___________________________     Date:________________________
Part 4: Appendix
A. Conditions of Purchase
B. IIT Insurance Requirements
C. Debarment and Suspension
1. Please send acceptance of this order at once and give date of shipment.
2. Address all communications to the Purchasing Department and refer to the IIT purchase order number. No changes or additions may be made unless duly authorized by the Purchasing Department. Render invoice in duplicate, immediately after shipment of any part of order. The discount period shall be calculated from the date of receipt of an accurate invoice or receipt of material, whichever is later.
3. In cases where no price is shown hereon, this order shall not be filled at higher prices than last invoiced or quoted without consent of buyer. No charges will be allowed for packing or cartage unless designated hereon.
4. Right is reserved to cancel all or any part of this order if delivery is not made when and as specified or if seller fails to observe or comply with any of the other instructions, terms or conditions applicable to this order.
5. Seller covenants to save buyer harmless from any and all claims of infringement that may be made on account of the buyer possessing, selling or using the herein purchased materials.
6. In addition to any implied warranties, seller warrants the goods furnished will conform to the specifications, drawings and descriptions listed herein, and to the sample or samples furnished by the seller if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
7. Prior to delivery, seller shall notify buyer of every article ordered which may contain toxic or hazardous materials. In addition, seller shall provide the Purchasing Department, either prior to or no later than the time of delivery, with a Material Safety Data Sheet (MSDS) for each item. These sheets must contain information regarding the composition of the material, physical data, health hazard data and safety and emergency procedures for handling such material.
8. If this purchase order is for services to be rendered, or contract work, it is understood that the seller is acting as an independent contractor and is not an agent or employee of the University. The seller agrees to indemnify and protect the University from and against any and all claims, damages, costs, expenses and liabilities for or on account of bodily injuries or property damage including worker's compensation, in any way caused by or arising out of work done under this agreement. Seller shall have appropriate liability insurance coverage as determined by the University, as set forth on the face of this order or in the contract between the University and the seller, and shall provide the Purchasing Department with certificates of insurance upon request.

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

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

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

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

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

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

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

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

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

(7) The Contractor will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order.
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 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 (EEO-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.
APPENDIX B

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: Main Building, Room 201; 3300 S. Federal Street; Chicago, IL 60616

Rev. 01/14/08
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

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

https://www.sam.gov/portal/public/SAM/?portal:componentId=8c7f8700-963b-4ba8-b8c2-2d86208893d6&portal:type=action&interactionstate=JBPNS_r00ABXc0ABBfanNmQnJpZGdLVmlld0lkAAAAAQATL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**

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

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

________________________________________________________
(Signature and Title of Authorized Official)

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

IIT (10/08)
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