

ILLINOIS TECH

Illinois Institute of Technology

Bronzeville Opportunity Engine Grant Writer Request for Proposal

RFP#: 001

Date of Issuance: Monday, October 30, 2023

Proposal Due Date: Friday, November 17, 2023

RFP Contact Information:

Alicia Bunton, AVP-Community Affairs

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Illinois Institute of Technology Background

Founded in 1890, Illinois Institute of Technology (“Illinois Tech” or the “University”) is a private, Ph.D.-granting research university with programs in engineering, sciences, architecture, psychology, design, humanities, business and law. Illinois Tech’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 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: Illinois Tech 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 Illinois Tech and its operation, mission and structure can be found on our Website – www.Illinois Tech.edu and http://www.Illinois Tech.edu/about/quick_facts.shtml. Bidders are encouraged to review this information before submitting their proposals.

Instructions to Bidders

1.01 GENERAL INFORMATION

PROJECT NAME: Bronzeville Opportunity Engine Grant Writer

PROJECT ADDRESS: 10 W. 35th Street Chicago, IL 60616 Suite 9C41

PROJECT MANAGER: Alicia Bunton

OWNER: Illinois Institute of Technology
Chicago, Illinois 60616

DATE BIDS DUE: November 17, 2023

Project Description:

The Bronzeville Opportunity Engine (the “BOE”) is a dedicated hub for community workforce development, small business and entrepreneurship education, startup incubation, and pre-collegiate programming. Through this RFP, Illinois Tech (“University”) seeks proposals from qualified firms or individuals for grant writing and grant application preparation assistance to undergird programming that supports training for the certificates and industry credentials needed to find employment in high-growth, high-wage jobs with high rates of open and unfilled positions in areas such as cloud computing, data science, database management, customer relationship management, artificial intelligence, cybersecurity, electronic arts, high-tech manufacturing, semiconductor and microelectronics, and more.

The Consultant will support the BOE with writing and grant application preparation assistance, including but not limited to the following services:

- Funding Needs Analysis – Work with BOE executive members to assess current funding priority areas and identify new priority areas for funding.

- Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support funding needs and priorities in areas identified for the requesting Agency or Member.

Research on identified grants should include but is not limited to a summary of the grant reporting requirements, including one-time and ongoing reporting and audit requirements, an estimate of staff hours and costs related to implementing and managing the grant, and other pertinent information determined on an as-needed basis by hiring manager

- Grant Proposal Development – Provide grant proposal writing services associated with the completion of grant applications on behalf of the University including the preparation of funding abstracts and development of applications to funding sources.

- Monthly Reports – the Consultant may be requested to submit monthly reports to Alicia Bunton, title, summarizing the activities undertaken during the previous month.

The University seeks proposals for a term of two years, with an estimated start date of November 2023. The contract award is \$40,000/year. The University reserves the right, in its sole discretion, to consider proposals or execute contracts with the successful Consultant for an agreement term that is greater than or less than that potential two years, which may or may not be structured to include options to extend the terms of the Agreement.

1.02 BID DOCUMENTS

Bid Documents consist of the following:

- A. These Instructions to Bidders Items 1.01 through 1.26.
- B. Attachments A and B.
- C. Any Addenda to the Bid Documents which may be subsequently issued prior to the Bid Deadline.

1.03 CONDITIONS AFFECTING THE WORK

It is the responsibility of the Bidder to visit the site in order to examine and familiarize itself with the local conditions under which the work is to be performed, which may impact the work and/or the cost of the work. Conditions observed should be correlated with the requirements of the Bidding Documents. Local conditions include, but are not limited to the existing site, existing structures (if any), and obvious obstructions not shown on the Bid Documents. Failure to familiarize itself with local conditions shall in no way relieve the Bidder from responsibility for properly estimating the difficulty and/or cost of successfully performing the work, and shall not be considered a basis for subsequently initiating a change in the Contract Amount and/or time.

1.04 PREPARATIONS OF BIDS

Per Attachment “A” Bid Form.

1.05 BID FORMAT

Each Bidder shall furnish the information and documents required by the RFP. Failure to submit all required information may deem a Bid as non-responsive. Bids shall clarify and spell out any exceptions being taken to the drawings, particularly noting any exceptions which one would assume to be included in the scope of work. If a Bidder intends to use subcontractor(s), the Bidder must identify in its proposal the names of the subcontractors and the portions of the work the subcontractors will perform. A person who is legally authorized to bind Bidder to a contract shall sign the proposal.

1.06 TAXES

The University is exempt from Federal Excise Taxes and is also exempt from State of Illinois and local sales or use taxes.

1.07 MBE/WBE PARTICIPATION AND EQUAL EMPLOYMENT OPPORTUNITY PLAN

The University has an overall goal of 20% MBE and 5% WBE participation contractually and 20% and 7% field for large scale projects. 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 **Attachment F Form 100** and **Attachment G Form 100M**. Participation is an evaluated criterion for selection.

1.08 FORM OF AGREEMENT

Bidders, and their subcontractors or vendors bidding and/or performing work on the Project shall strictly adhere to the University's standard template form, a copy of which is substantially in the form of Attachment C. It is the responsibility of all subcontractors and vendors to familiarize themselves with these documents prior to submittal of proposals.

1.09 MINIMUM CONTRACT/ INSURANCE REQUIREMENTS

Per Attachment "D".

1.10 REGULATORY REQUIREMENT

Bidder warrants in submitting its response to this RFP and in the performance of an award, if any, that Bidder has complied with, or will comply with, all applicable federal, state, University, and local laws, ordinances and all lawful orders, rules and regulations hereunder.

1.11 BID EVALUATION

Your bid will be evaluated on, but not limited to, the following criteria:

- A. MBE/WBE Participation
- B. Qualifications of Bidder/Years of Experience
- C. Funding success rate and amount specific to workforce development programs

1.12 SCHEDULE

Illinois Institute of Technology requests the contractor to provide a schedule that assumes starting no earlier than November 24, 2023 and being complete no later than November 25, 2024.

1.13 RIGHT TO REJECT BIDS

The University, 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; to waive minor defects and non-compliance; and to terminate this RFP. We may seek clarification of the proposal from a Bidder at any time, and failure to respond may be cause for rejection. Clarification is not an opportunity to change Bidder's proposal. Submission of a proposal confers on the Bidder no right to an award or to a subsequent agreement. This process is for the University's benefit only and is to provide competitive information to assist in our selection process. All decisions on components, evaluation, terms and conditions shall be made in the University's sole and unqualified discretion.

1.14 QUESTIONS

Questions should be directed to:

abunton1@iit.edu

[Alicia Bunton](#)

With a copy to:

jgoode1@iit.edu

Dr. Jess Goode

1.15 DELIVERY

Please provide one (1) electronic copy of your proposal no later than 5pm on the due date. Illinois Institute of Technology reserves the right to reject or accept any and all proposals at its sole discretion and judgment. Your digital proposal should be sent to abunton1@iit.edu.

1.16 PROPOSAL FIRM TIME

A Bidder's initial proposal and any subsequent proposal updates during the negotiation process shall remain firm for ninety (90) days from submission.

1.17 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Written email requests to modify or withdraw a proposal prior to the stated proposal due date and time will be accepted. No oral requests will be allowed.

1.18 DISCLAIMER

This RFP has been prepared and presented to you in order for Illinois Tech to obtain information regarding anticipated future service needs. Nothing in this RFP shall create a binding contract for services, or any obligation for Illinois Tech to render payment for services. Any decision to evaluate this RFP or to respond to it by you is your sole and voluntary act and no payment or other obligations shall be due and owing from Illinois Tech relating to time and effort expended accordingly. Illinois Tech expressly reserves its right to extend, re-issue, withdraw or terminate this RFP upon notice.

1.19 RESPONSIBILITY TO READ AND UNDERSTAND

The Bidder's 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 University's RFP Contact Person. The University will issue additional written instruction or clarification, if appropriate.

1.20 RIGHTS RESERVED BY THE UNIVERSITY

Illinois Tech reserves the right to:

- Reject any and all proposals received in response to this RFP.
- Accept your proposal as submitted, but we may require agreement negotiations if necessary or desirable.
- Select for contract negotiation a proposal other than that with the lowest cost.
- Waive or modify any information, irregularities, or inconsistencies in proposals received.
- Consider and/or accept a written modification (requested by Illinois Tech) of a proposal if the proposal itself was submitted on time and the modified proposal is more favorable to Illinois Tech.
- Approve or disapprove any subcontractor proposed to be used by a Bidder.
- Negotiate any aspect of a proposal with any Bidder and negotiate with more than one Bidder at the same time.
- If negotiations fail to result in a contract, terminate negotiations and cancel the RFP.
- If terminated, prepare and release a new RFP, or take such other action as deemed appropriate.

- This process is for Illinois Tech benefit only and is to provide Illinois Tech 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 Illinois Tech. All decisions of Illinois Tech related to this RFP and any proposals received pursuant hereto shall be final.

1.21 NON-DISCRIMINATION POLICY

In compliance with all applicable federal and state laws and regulations, the University does not unlawfully discriminate in employment, contracts, or any other activity.

1.22 NEGOTIATIONS AND BEST AND FINAL

The University reserves the right to engage in negotiations including requesting best & final proposals if deemed appropriate, and will determine the scope and subject of any subsequent negotiations and best & final request. However, the bidder should not assume that the University will automatically provide an opportunity for you to strengthen your proposal; therefore, you should submit your best proposal based on the terms and conditions set forth in this solicitation.

1.23 LIMITATION OF LIABILITY

University makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future, and hereby disclaims the same. The furnishing of such information by University shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold University liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of University, its trustees, directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this RFP and that it shall not hold University liable or responsible therefore in any manner whatsoever. Neither the University's trustees, nor any officer, agent, or employee thereof shall be charged personally with any liability by a Bidder or another or held liable to a Bidder or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise

1.24 UNIVERSITY PROPERTY

All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. It will be the Bidder's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.

1.25 CONFIDENTIALITY

Bid information is not considered confidential or proprietary. A Bidder shall not include trade secret level protected information or materials in its response to this RFP. Other proprietary data contained in proposals may be held confidential if the Bidder requests, in writing, and if University agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified in writing. Such confidential/proprietary information must be easily separable from the non-confidential sections of Bidder's proposal. Marking the entire proposal as proprietary will be neither accepted nor honored. Notwithstanding any of the foregoing, University reserves the right to use any of the ideas presented in any reply, proposal, discussion, negotiations or presentation related to this RFP.

1.26 COST OF PROPOSAL PREPARATION

The University is not responsible for and will not pay any costs associated with the preparation and submission of the Bidder's proposal.



Attachment A: Bid Form

****Note: Bid Form must be completed and accompany bid proposal***

Respondent Information Form Include a completed Respondent Information Form, which is provided as Attachment A to this solicitation. The Respondent Information Form shall be signed by an official legally authorized to bind the Respondent:

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company (“LLC”) shall be signed by the person or persons authorized to bind the LLC under the LLC’s articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

Proposal Summary Discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. This section should be limited to three (3) pages including the separate sheet.

1. Profile of the Proposing Respondent(s) Include a brief description of the Respondent’s firm size, as well as the proposed local organization structure.
2. Include a discussion of the Respondent firm’s financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Respondent or by its subcontractor where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Respondent or its insurers within the last five (5) years.
3. Qualifications of the Respondent Include a brief description of the Respondent’s and any subcontractor’s qualifications and previous experience on similar or related projects. Provide in a table format descriptions of pertinent project experience with other workforce development projects or other entities that includes a summary of the work performed, the amount of funding awarded, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client’s to be contacted for references.
4. Approach & Work Plan Present a well-conceived work plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Respondent understands the Agency’s objectives and work requirements and Respondent’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm’s ability to meet the Agency’s schedule, outlining the approach that would be undertaken in providing the requested services. Proposers must submit a detailed proposal which includes, at a minimum, the following:
 - Define the methodology/approach to be used to identify the needs which would be eligible for funding through grants.
 - Detail the procedure you would utilize in identifying grants which would address the needs identified as above.
 - Detail the staff and resources in the grant writing process.

- Describe, in detail, the process you would utilize to prepare the actual grant application.
 - Examples of successful grant applications.
5. **Project Staffing** Discuss how the Respondent would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Respondent personnel shall be included. Attach résumés of key personnel who will perform proposed work and who are assigned to this project. The resumes must include a summary of the person's experience (especially that which is specific to this RFP).
 6. **Proposal Cost Sheet and Rates** Provide cost sheet and rates information, which is relevant to a determination of whether the cost is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the specific services offered and the applicable timeframe. Include any other cost and price information that would be contained in a potential agreement with the Agencies. Hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. PLEASE NOTE: Illinois Tech does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.



PROJECT:

BID TO:

BIDS DUE: _____

BID FROM: _____

The Undersigned:

1. Acknowledges receipt of the following Bid Documents:
 - a. Instructions to Bidders
 - b. General Work Scope
 1. Related documents

2. Agrees:
 - c. To hold this bid open for 30 days after the due date.
 - d. To commence and complete the work, based on mutually agreed dates stipulated between Illinois Institute of Technology and the Bidder.
 - e. To enter and execute a contract, if awarded on the basis of the Bid, and to furnish all bids and insurances required in the Bid Documents.

The Undersigned will construct the referenced Project and submits the following price:

\$ _____

MBE/WBE PARTICIPATION: % MBE _____

% WBE _____

Authorized signature in affirmation of the statements and Bid price on the Bid Form:

(Name of Corporation)

(Authorized Signature)

Attachment B: Drawings / Specifications



Attachment C: Sample Contract

AGREEMENT FOR CONSULTING SERVICES IIT PURCHASE ORDER NO. **

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

Recitals

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

Provisions

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

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

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

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

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

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

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

Consultant's employees. Consultant acknowledges that Consultant is not an agent of IIT, cannot bind IIT in any manner and will not represent or imply to any third party that Consultant is an agent of or can bind IIT.

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

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

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

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

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

- (a) is or which becomes publicly known through no fault of Consultant;
- (b) is known to Consultant prior to receipt from IIT, as evidenced by Consultant's written records;
- (c) is disclosed to Consultant in good faith by a third party who has an independent right to such information or data;
- (d) is independently developed by Consultant, as evidenced by Consultant's written records;
- (e) is approved for disclosure by the express prior written consent of IIT; or

(f) is disclosed pursuant to subpoena or governmental regulation, provided that Consultant notifies IIT of the need for such disclosure prior thereto, so that IIT may, as it deems appropriate, seek to challenge the required disclosure or seek a protective order.

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

8. **Representation and Warranty.** Consultant hereby represents and warrants to IIT that Consultant will provide the Services and produce the Deliverables as identified in this Agreement in a professional and/or workmanlike manner and in accordance with all reasonable professional standards for such services. Consultant further represents and warrants to IIT that:

(i) the Covered Work shall be the original work of Consultant and does not violate the rights of any other party; and (ii) if and to the extent it is not Consultant's original work, Consultant has secured all third-party licenses necessary for IIT's full and unrestricted use of the same.

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

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

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles, and the parties agree and consent to personal jurisdiction and venue in the state and federal courts of the State of Illinois, County of Cook in any suit or proceeding arising out of the subject matter of this Agreement.

12. **Survival.** The following sections shall survive the expiration or termination of this Agreement: 5, 6, 7, 9, 10, 11 and 13.

13. **Entire Agreement.** This Agreement evidences the entire agreement and understanding between the parties and may only be amended by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[INSERT CONSULTANT'S NAME]

ILLINOIS INSTITUTE OF TECHNOLOGY**

By:

By:

Name:

Name:

Title:

Title:

** Only an authorized IIT employee may execute this agreement for consulting services. See Procedure No. Q.1. Authority for Negotiation and Approval of Contracts, Policies and Procedures Handbook. Any such authorization is contingent upon the issuance of a purchase order number by IIT's Purchasing Department.



Attachment D: Certificates of Insurance

Dear Contractor:

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

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

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

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

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

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

Certificates received without this language will be rejected.

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

Yours truly,

Director of Procurement Services
Illinois Institute of Technology

Rev. 10/31/18



Attachment E: Debarment and Suspension Form

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

_____, certifies to the best of our knowledge and belief that it and its
(Company's name)
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/SAM/>

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

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

OR AFFIRMS THAT TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT
THE PROVISIONS OF 31 U.S.C. 6101, NOTE, E.O. 12549, E.O. 12689, 48 CFR 9.404, AND EACH
AGENCY'S CODIFICATION OF THE COMMON RULE FOR NONPROCUREMENT SUSPENSION
AND DEBARMENT, APPLY.

(Signature and Title of Authorized Official)

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



Attachment F: WMBE Form 100M

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.

Scope of Work or Materials Provided	Value of Contract or Purchase Order
-------------------------------------	-------------------------------------

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 _____



Attachment G: WMBE Form 100

WE PROPOSE TO AWARD SUBCONTRACTORS AND SUPPLY PURCHASES AS DESCRIBED HEREAFTER:

Trade	Description of Work	Furnish	Install	Firm Name and Address	Certification Agency**	M.B.E.	W.B.E	Amount (\$)	% of Contract

SUMMARY OF AWARDS

**ATTACH COPIES OF CERTIFICATES