

Illinois Institute of Technology – Request for Proposal for Custodial Cleaning Services

Illinois Institute of Technology (IIT) REQUEST FOR PROPOSAL: CUSTODIAL CLEANING SERVICES

TO: Potential Respondents

FROM: Office of the Vice President for Administration, Illinois Institute of Technology

DATE: March 13, 2024

SUBJECT: Custodial Cleaning Services

Illinois Institute of Technology (“IIT”) is soliciting proposals from responsible companies for Custodial Cleaning Services. A brief description of the services sought is outlined below, and detailed requirements are in the **Solicitation Response Requirements**. If you are interested and able to meet these requirements, IIT would appreciate receiving your proposal. Joint ventures are permitted and encouraged, particularly to the extent that they promote the inclusion of minority- and women-owned business enterprises.

Brief History

Founded in 1890, Illinois Institute of Technology is a private, Ph.D.-granting research university with programs in engineering, sciences, architecture, psychology, design, humanities, business, and law. IIT’s interprofessional, 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 – <https://www.iit.edu> and <https://www.iit.edu/about>. Respondents are encouraged to review this information before submitting their proposals.

Brief Description

IIT, branded as Illinois Tech, is seeking proposals from all qualified companies to provide a comprehensive custodial cleaning services program for three of its four campuses, including academic, athletics, campus centers, research, and other institutional facilities. These services should include all labor, materials, equipment, supplies, and resources necessary to perform the work in accordance with the specifications in this RFP and any related attachments. Though outsourced, our custodial cleaning is a critical, on-site service, operating 365 days a year. Daily staffing levels may vary by agreement, especially on weekends, holidays, and for special project or event needs.

The university seeks to implement a cleaning program with quality levels generally consistent with the APPA publication **Operational Guidelines for Educational Facilities: Custodial**.

- **APPA Level 1:** Afforded to areas of critical importance such as special event, historically significant, or spaces with additional environmental health and safety requirements
- **APPA Level 2:** Executive administrative and high visual impact areas including classroom and conference rooms
- **APPA Level 3:** Most administrative and academic office spaces
- **APPA Levels 4 & 5:** Primarily storage or other low use, low visibility spaces

Additional details regarding IIT’s desired cleaning levels are provided in our attached Custodial Cleaning Scope of Service.

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Overall, Illinois Tech needs a consistently clean, healthy, and safe environment for our students, faculty, staff, tenants, and guests. We desire a partnership that provides maximum value including trained staff, streamlined processes (leveraging technology when practical), sustainability efforts, and cost effectiveness. A list of all the buildings to be included in proposals is available in the scope of service. IIT intends for this RFP to result in a multi-year contract consisting of an initial (3) year term and (2) one-year option periods based on the pricing and terms mutually agreed upon from the awarded proposal. The university will maintain the right to cancel any executed agreement for convenience with (60) day's written notice.

This solicitation package consists of the following sections:

- I. ***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 will provide dates, locations and other information specific to this solicitation.
- II. ***Solicitation Response Requirements.*** We have presented our needs in the form of specifications that explain how the proposal must be priced and the information that must accompany each proposal. Although your response to this solicitation is voluntary, without the requested information, we reserve the right to reject your proposal.
- III. ***Proposal Form.*** This Form requires the signature of an authorized representative of the respondent and the respondent's proposal for providing the Services and acknowledges receipt of all Proposal Documents. Proposals must contain this completed Form. Complete proposal form also includes Form 100 MBE/WBE supplier/subcontractor utilization, Form 100M MBE/WBE award verification form (if applicable), and Certification regarding debarment and suspension. Forms require the signature of an authorized representative of the respondent and the respondent's proposal for providing the Services. Proposals must contain all applicable forms completed.
- IV. ***Custodial Cleaning Services RFP Workbook.*** This form requires the signature of an authorized representative of the respondent and the respondent's proposal for providing the Services. Proposals must contain this completed Workbook.

V. Tentative RFP Process Timeline

VI. IIT Campus Locations

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

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I. INSTRUCTIONS

A. SUBMIT PROPOSALS TO:

Dana Royal
Director, Business Services
Office of the Vice President for Administration
3201 South State Street
Chicago, Illinois 60616
Email: royal@iit.edu

B. DUE DATE AND TIME FOR SUBMISSION: 12:00pm Central on April 5, 2024

C. NUMBER OF COPIES: Submit one signed electronic copy of the complete proposal. Vendors must also submit a minimum of one (1) hard copy signed original complete proposal. Submit original proposal in a sealed container with name of company clearly identified on the exterior and the words **Custodial Cleaning Services Proposal 2024**. Send an electronic copy of the proposal via email. Email subject shall be as follows: **Vendor Name – Custodial Cleaning Services Proposal 2024**. Electronic copy to include the completed Microsoft Excel version of pricing within the Appendix E - Custodial Cleaning Services RFP Workbook.

D. PROPOSAL FIRM TIME: 120 days from opening.

E. MANDATORY CAMPUS TOURS:

Failure to attend the mandatory campus tours may prevent your proposal from being evaluated.

Location: Bronzeville Campus (Mies)

Date: Tuesday, March 19, 2024

Time: 9:00am - 4:00pm; Lunch Intermission: 12:30pm – 1:45pm

Please RSVP by Monday, March 18 to Dana Royal, royal@iit.edu.

Bronzeville Campus academic buildings and campus centers are open during business hours. Interested vendors are welcome to visit public spaces within these locations without chaperone at any time prior to proposal submission. Participation in the full tour is still necessary. Email Project Contact, Dana Royal, royal@iit.edu with questions regarding this tour.

Tours for the following campuses must be scheduled separately and completed prior to proposal submission.

Location: Bedford Park Campus (Moffett)

Contact: Edward Steiner, steiner@iit.edu

Location: Wheaton Campus (Daniel F. and Ada L. Rice)

Contact: Ann Scorza, ascorza@iit.edu

F. PROJECT CONTACT:

Dana Royal
Director, Business Services
Office of the Vice President for Administration
3201 South State Street
Chicago, Illinois 60616
Email: royal@iit.edu

G. SUBMISSION OF PROPOSAL: You must submit your proposal electronically via email to royal@iit.edu with a copy to gallagher@iit.edu, including any forms, exhibits and amendments. You must also mail or hand-deliver a minimum of one hard copy proposal, including any forms, exhibits and amendments. We must receive both submissions as specified herein. It shall not be

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sufficient to show that you mailed or commenced delivery before the due date and time, and it shall also not be sufficient if we receive only one submission (e.g., an electronic submission but not a hard copy proposal). All times are local Central Standard Time. IIT is 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 verbal 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 will 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 official.
- 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:** You must provide a formal presentation of the proposal upon request.
- O. BEST AND FINAL:** IIT may request best and final proposals if deemed necessary and will determine the scope and subject of any best and final request. However, you should not assume that we will ask for best and final, giving you an opportunity to strengthen your proposal. Therefore, you should submit your best proposal based on the terms and conditions 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 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

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

R. COMPANY 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: Bidders will be evaluated based on price and IIT's aggregate and individualized assessment of each proposal based on the criteria below:

- **Administrative Compliance:** Extent to which the proposal complies with the Instructions. We may, at our sole discretion, reject a proposal if it is submitted late. Failure to meet other requirements may also result in rejection, at our sole discretion.
- **Firm Experience, including Experience working with Universities:** Firm has demonstrated a proactive approach to custodial cleaning, incorporating best practices and innovation. Demonstration of extensive experience working for universities of similar size and character.
- **References:** Strong references with consistently positive feedback from entities that are of similar size and character to Illinois Tech.
- **Approach:** The quality of the proposer's approach to this assignment. This approach may include, but not be limited to, staffing, training, communication, equipment resources, and service philosophy. Maintaining the necessary level of professionalism amongst students, faculty, staff, tenants, and leadership.
- **MWBE Plan:** See Paragraph V for details.
- **Human Resources:** Has provided a well-developed plan to retain existing staff and provide an effective transition. Has an excellent program for recruitment, retention, training and development of new and existing staff. Provides competitive compensation package for staff.
- **Leadership:** Strong leadership team with significant experience.
- **Vendor Responsibility:** Determination that the firm is one with whom we can and should do business. Factors employed 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.

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

W. IIT INSURANCE REQUIREMENTS: See Section 15 of Appendix D.

X. CONTRACT EXECUTION: The winning vendor will be expected to execute a contract that is **substantially similar** to that attached to the RFP as Appendix D. A list of any proposed changes should be included with your proposal.

Y. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION: See Appendix C.

Z. SUBCONTRACTING/JOINT VENTURES: Subcontracting and joint ventures may be allowed at IIT's sole discretion. All details of any proposed joint venture must be fully described including name of joint venture, names of owners, and percentages of ownership in the joint venture. Additionally, a copy of the joint venture agreement must be provided. All requirements of this RFP will apply to subcontractors, and the successful contractor will remain solely responsible for complying with all provisions.

AA. EARLY TERMINATION: IIT notes that Section 18 of Appendix D states that IIT reserves the rights to terminate any agreement resulting from this RFP without cause and without penalty or further payment being required upon 60 days prior written notice. Upon exercise of this right, IIT shall pay for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

* * * * *

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, full completion of and/or ability to satisfy the following:

IIT CONDITIONS OF PURCHASE: See **Appendix A** (attached)

IIT INSURANCE REQUIREMENTS: See **Appendix B** (attached)

MBE/WBE AND EQUAL EMPLOYMENT OPPORTUNITY PLAN (See form attached): 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.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION: See **Appendix C** (attached)

CUSTODIAL CLEANING SERVICES CONTRACT FORM: See **Appendix D** (attached)

CUSTODIAL CLEANING SERVICES RFP WORKBOOK: **Appendix E** (provided to participants immediately after attendance of the mandatory pre-proposal meeting by email)

END OF INSTRUCTIONS

II. Solicitation Response Requirements

IIT is a private, Ph.D. granting research and teaching university with a fall 2023 enrollment of about 8,500 students in undergraduate and graduate programs including architecture, business, computing, design, engineering, law, and science. The university has four campuses in the city of Chicago and surrounding suburbs – see page 10 for more details. Custodial Cleaning Services are necessary in varying degrees at IIT's four campus locations.

The Office of the Vice President for Administration (“OVPA”) has responsibility for providing a wide range of critical services to create, operate, and sustain a safe and functional physical environment for Illinois Tech students, faculty, staff, and visitors. Illinois Tech currently outsources its custodial cleaning services. The Custodial Cleaning Services program is designed to facilitate a clean, safe, and healthy environment for the University, its students, employees, and guests. The successful bidder is expected to assume responsibility for the custodial cleaning services within 30 days of a signed contract. It is expected that the service provider would work with Illinois Tech to provide a seamless transition and ensure continuity of service for the campus community. The selected firm will report to the Associate Vice President of Facilities, with day-to-day administrative oversight from the Director of Business Services.

Your proposal should include, at a minimum, the following information:

1. The legal name of your firm, address and telephone number, as well as the information on any other local office that may assist in the provision of services. A description of your firm's background and expertise, particularly as it relates to higher education, including, but not limited to, your firm's understanding of industry best practices including the APPA Operational Guidelines for Educational Facilities - Custodial. Indicate any key industry partnerships.
2. Description of capability to provide the required services by possessing adequate available resources including personnel, product line, order processing, delivery capabilities, maintenance, support systems, organizational structure, operational controls, quality control, and other related factors. Address key legal compliance eligibility to deliver services.
3. Four or more references, including at least two institutions of higher education, comparable in size and complexity. Only include references that may be contacted at our discretion. Provide your tenure for each reference.
4. Description of your firm's management approach, including recruitment, training, and retention. Provide a summary of the employee background check process. Discuss how your staff will be managed on a day-to-day basis. Also address operational communication and professional engagement protocol for staff with co-workers, direct supervisors, and university administration.
5. Provide a staffing plan that shows the proposed number of full-time and part-time employees per building for standard daily cleaning operations. It is understood that some locations may have limited or no weekend cleaning. IIT's cleaning staff operates under a site collective bargaining agreement with Local 1.
 - Designate an on-site Custodial Services Manager, dedicated exclusively to Illinois Tech. The university reserves the right to interview and approve the selection of the individual in this role. If the proposed CSM is changed, IIT reserves the right to approve the newly proposed manager. Propose supporting management team including area managers and/or team leads. Provide brief resumes or biographies of the key members of the team that would be assigned to IIT.
 - Our Custodial Services team are highly visible familiar faces in the Illinois Tech community whom students, visitors, and more may rely on for general campus information. Positive and productive interactions are essential. Vendor must be willing to reassign any employees from direct contact with students, employees, and other constituents upon request as deemed necessary.
 - Provide description of uniforms to be worn by employees with a photo example. Uniforms must be approved by Illinois Tech prior to use on campus.
 - Explain staff training plan and share any ongoing training programs.
 - Describe your firm's ability to provide additional staff for periodic projects and special university events as needed. Since the university is requesting full-service campus-wide

pricing, any related adjustments to the established staffing plan deemed necessary should be coordinated collaboratively and come at no additional cost to the university. A standing hourly labor rate should be provided for limited occasions where billable additional staff is mutually agreed upon. This would typically apply to external events located at IIT.

6. Explanation of operations plan including a list of proposed equipment and standard supplies to be implemented. Confirm readiness to provide listed equipment and supplies upon onboarding.

- List brand names, grades, and qualities of chemicals to be used at IIT.
- IIT is proud to offer a Menstrual Sanitary Products Program (MSP). Company shall provide supplies and service at no additional cost.
- Provide description and photo example of any vehicles to be used in performance of contract.
- Explain proposed quality control, emergency cleaning, and standard safety procedures.
- Confirm willingness to receive and update completion status of custodial services work orders online via IIT's Integrated Workplace Management System and by email as needed.
- Provide a detailed transition plan as part of the proposal.

7. Description of the ways in which your company will incorporate best practices in custodial cleaning services, and the tools at your disposal to ensure easy access to such information and any other capabilities that will enhance the service provided to the University. You may also include any unique approaches to executing the contract that will result in cost-savings to the University.

8. Please provide information on any complimentary or value-added services that your company offers as part of your standard service package. We're interested in understanding any additional benefits or extras that could enhance the overall cleaning experience for our facilities.

9. The completed Custodial Cleaning Services RFP Workbook, which contains seven worksheets:

- a. Instructions: Workbook Instructions
- b. Company Profile: Summary of key company data. This worksheet must be completed.
- c. IIT Buildings & Square Footage: This is a reference sheet including subtotals and cleaning levels by key space types.
- d. Current Staff Model: This is a reference sheet that details our current staffing profile across all campuses.
- e. Current Staff Proposal: Please provide a monthly rate per building for our current staffing profile. Provide rates for years 1-5 in the event that a multi-year contract is executed. In a separate sheet within the workbook, provide a breakdown of the monthly rate including labor, benefits, supplies, overhead & profit, etc.
- f. New Staff Proposal: As an option, you may propose a new staffing profile and associated monthly rate per building based on your review of this RFP and your visit to each campus. A new staffing proposal should recommend service level improvements cost effectively. It is imperative that the university maintain sufficient custodial cleaning coverage to support our community. In a separate sheet within the workbook, provide a breakdown of the associated monthly rate including labor, benefits, supplies, overhead & profit for this proposal.
- g. Exterior Window Cleaning Proposal for Mies Campus: Given the provided building listing and desired frequencies, please share a cost per cleaning and annual cost for each location.

10. The winning vendor will be expected to execute a contract that is **substantially similar** to that attached to the RFP as Appendix D. A list of any proposed changes to Appendix D should be included with your proposal.

11. A summary of any and all criminal investigations or pertinent litigation against your firm or members of your firm, either pending or concluded within the past three years, including, but not limited to, debtor in bankruptcy, defendant in a lawsuit for deficient performance on a similar contract, and defendant in any criminal action.
12. A summary of your firm's anti-discrimination, sexual harassment and affirmative action and equal opportunity policies. Summarize your firm's female and minority employment practices, including whether any women or minorities would provide Services to IIT and how the firm will meet the participation goals set forth in the MBE/WBE AND EQUAL EMPLOYMENT OPPORTUNITY PLAN. Include your ability to recruit officers within the local community.
13. Identify any conflict of interest that may arise as a result of your selection under this RFP.
14. Please share any other information you deem appropriate.

All responses to this request for proposal are due no later than 12:00pm on April 5, 2024. Please limit your written response to no more than 30 pages, excluding resumes of key people and the Custodial Cleaning Services RFP Workbook. Based on our review of your written proposal, we will select certain firms to be interviewed by the selection committee. Your written proposal will be thoroughly read prior to the meeting and, therefore, the focus of the meeting should be on areas best presented in a face-to-face meeting, as well as answering clarification questions.

Please note that the undertaking of the proposal process by IIT, as well as the information obtained by your firm during the process, is to be considered strictly confidential and for the purposes contained herein. IIT, at its sole discretion, reserves the right to reject all bids; to reject individual bids 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 bid from you at any time, and failure to respond may be cause for rejection.

Clarification is not an opportunity to change the bid. Submission of a bid confers on you no right to an award or to a subsequent contract. This process is for IIT's benefit only and is intended 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.

Tentative RFP Process Timeline

March 13, 2024:	RFP Issue Date
March 19, 2024:	Pre-Proposal Campus Tour: Bronzeville (Mies) Campus <ul style="list-style-type: none"> ● Bedford Park (Moffett) and Wheaton (Rice) Campus Tours: Required Prior to Proposal
March 29, 2024:	Final Follow-up questions due
April 5, 2024:	Proposals due by 12:00PM
April 15 - 19, 2024:	Selected firms to meet with Illinois Tech Selection Committee <ul style="list-style-type: none"> ● 60 Minutes
April 24, 2024:	Contractor selection/contract invitation
June 1, 2024:	Planned start date of contract

Illinois Institute of Technology Campus Locations

Bronzeville Campus (Mies)

10 West 35th Street

Chicago, IL 60616

Note: Mies Campus generally includes the area bound by 35th Street on the south, Michigan Avenue on the east, 29th Street on the north, and the Metra tracks on the west in Chicago, Illinois.

West Loop/"Downtown" Campus (Conviser Law Center)*

565 West Adams Street

Chicago, IL 60661

Bedford Park Campus (Moffett)

Institute for Food Safety and Health

6502 South Archer Road

Bedford Park, IL 60501

Wheaton Campus (Daniel F. and Ada L. Rice)

201 East Loop Road

Wheaton, IL 60189

***Not included in proposal request.**

CUSTODIAL CLEANING SCOPE OF SERVICE

Custodial Services is an essential university operation, responsible for the comprehensive clean condition of (38) Illinois Tech buildings. Our campuses must be ready for peak operation Monday through Friday. Residence Halls & Dining, the McCormick Tribune Campus Center, and the Keating Sports Center must be supported (7) days a week. Cleaning activities should be scheduled to not interfere with academic & administrative operations, and campus & residence life. Our Custodial Services partner should work with IIT to confirm appropriate cleaning schedules.

IIT currently operates on a Day Cleaning Model, with many cleaners starting at 5am to ensure daily classroom readiness. During scheduled cleaning shifts, Custodial Services performs standard tasks and service requests (work orders). Project cleaners are included in our staffing model. Project cleaners respond to work orders, execute periodic cleaning tasks, and may serve as part-time cleaners or floaters for select areas.

Bronzeville (Mies) Campus Schedule Considerations

- Standard Student Academic Access Hours: Monday-Friday, 7am-11pm and Saturday-Sunday, 7am-10pm while school is in session.
- Residence Halls: Standard Student Occupancy 24/7 while school is in session. Limited occupancy during semester breaks. Significant hotel occupancy for special summer programs, commonly a minimum (1) week stay, most often multi-week.
- Seasonal and special project cleaning is generally scheduled while school is not in session or during the summer when enrollment (building occupancy) is significantly reduced.
- With the exception of special events, on-campus operations are significantly reduced on weekends and holidays. Staffing levels are adjusted accordingly. A standing on-call provision is required for emergency cleaning response, when cleaning staff are not scheduled.

Bedford Park (Moffett) Campus Schedule Consideration

- Standard Custodial Support Hours: Monday - Friday, 7am - 3:30pm

Wheaton (Rice) Campus Schedule Consideration

- Standard Custodial Support Hours: Monday - Friday, 7am - 11am

Building List, Space Usage, and Cleaning Shifts

- Provided as an attachment to this Scope of Service.

IIT Cleaning Levels and APPA Guidance

IIT's custodial cleaning levels are generally applied to specific spaces (e.g., public spaces, restrooms, classrooms, offices, and residence spaces) within all campus buildings. The contracted custodial services building list is provided as an attachment to this scope of service, with additional square footage information provided in the RFP Workbook for respondents. IIT cleaning standards are based upon those established by APPA - Leadership in Educational Facilities, in their publication "Operational Guidelines for Educational Facilities: Custodial".

The most significant specification of IIT's cleaning levels is regarding administrative and academic office spaces. IIT is asking for once (1) per week cleaning of office spaces, with trash services twice (2) per week. This is part of a strategy to focus resources on the functionality and aesthetics of classrooms, restrooms, floors, and other critical areas on campus.

IIT PREMIUM CLEANING:

Critical importance to specified areas of the University outlined and agreed upon.

APPA Level 1- Orderly Spotlessness: For special events, historically significant spaces, and building or space dedication ceremonies. "Show-quality" cleaning for prime facility areas. Included also, washrooms, locker rooms, and other public visited areas.

- Floors and base moldings shine and/or are bright and clean, and colors are fresh. The goal is never to have dirt or wax buildup in corners and along walls.
- All vertical and horizontal surfaces will have a freshly cleaned and polished appearance with no accumulation of dust, dirt, marks, streaks, smudges, and fingerprints.
- Washrooms, shower tiles, and fixtures gleam and are odor-free. Supplies will be available for guaranteed services.
- Trash containers will be emptied, clean, and odor-free.
- Work orders are completed within the period of the working day.
- All light fixtures are in working order. *

IIT AREA DESIGNATIONS: Public Spaces and Restrooms for Galvin Tower*, Hermann Hall, Kaplan Institute, Keating Hall, and McCormick Tribune Campus Center

- **Additional Premium Cleaning Specifications Within Galvin Tower: 1st Floor - Main Lobby, 3rd Floor - Clinical Nutrition Research Center and Student Health & Wellness Center, 6th Floor - Tower Fitness and Cafeteria, 16th Floor - Wanger Institute for Sustainable Energy Research (Wiser).**

IIT NORMAL CLEANING:

APPA Level 2 - Orderly Tidiness: Directed toward executive administrative space and high visual impact areas of the building space at the University. This also includes classrooms and conference rooms.

- Floors and base moldings shine and/or are bright and clean. The goal is never to have dirt or wax buildup in corners and walls, however, under normal cleaning guidelines there may be 1-2 days' worth of dirt, dust, stains, and streaks.
- Vertical and horizontal surfaces are clean upon close observations i.e. marks, dust, smudges, and fingerprints may be noticeable.
- Washroom, shower tiles, and fixtures gleam and are odor-free. Supplies will be available for guaranteed services.
- Paper products, soap, and other supplies are consistently stocked and available.
- Work orders are completed 75% of the same working day.
- No more than 5% of all lights are out at any given time.*

IIT AREA DESIGNATIONS: All Public Spaces and Restrooms NOT Designated as IIT Premium Cleaning; all Classrooms, Conference Rooms, Residence Halls, and Tenant Occupied Spaces in University Technology Park**

***Custodial Services should place work orders with IIT Facilities upon observance of lighting issues.**
****Individual residence rooms will be cleaned during room turnover and/or by request of the university.**

IIT ECONOMY CLEANING:

APPA Level 3- Casual Inattention: Administrative and academic office spaces.

- Once a week, floors are swept and rooms that have carpet are vacuumed. Upon close observation, there may be stains on the flooring.
- A possible light buildup of dirt and floor finishing in a corner and along walls
- Carpeted floors may have dull spots or matted carpet in walking lanes
- Surfaces may have streaks, splashes on base moldings, dust, dirt, marks, smudges, and fingerprints on horizontal and vertical surfaces.
- Lightbulbs in lamps work properly and fixtures are frequently cleaned

- Trash receptors are clean but not necessarily empty.
- Work orders are completed 50% of the same working day.

IIT AREA DESIGNATIONS: All Administrative and Academic Office Spaces except Tenant Occupied Spaces in University Technology Park. Further, Galvin Tower - 4th Floor - IIT Research Institute shall receive daily office cleaning.

IIT MINIMAL CLEANING:

The two lowest levels of cleaning (APPA Levels 4 and 5) are combined under the name IIT Minimal Cleaning. This level of cleaning is applied to storage areas primarily, and to low-use, low-visibility spaces generally:

APPA Level 4 - Moderate Dinginess:

- Floors are swept and rooms that have carpets are vacuumed but they may reflect dullness, dinginess, and stains.
- The buildup of dirt is noticeable on floors and along walls. Pathways may be dull and matted in walking lanes.
- Base moldings may be dull and dingy with streaks and splashes.
- Vertical and horizontal surfaces may have conspicuous dust, dirt, smudges, fingerprints, and marks.
- Lamp fixtures may be dusty.
- Visible trash containers may have old trash. Pencil sharpeners may have shavings
- Work orders are prioritized with most urgent requests completed within one week of request.

APPA Level 5 - Unkempt Neglect:

- Floors and carpets will remain dull, dirty, dingy, scuffed, marked, and matted.
- A conspicuous buildup of old dirt on the floor finishing including corners and along walls.
- The floor base molding is dirty, stained, and streaked. Gum, stain, dirt, dust mites, and trash remain visible.
- Vertical and horizontal surfaces will have major accumulations of dust, dirt, smudges, and fingerprints all of which will be difficult to remove. Lack of attention is obvious.
- Visible trash containers will overflow. Pencil sharpeners will have an overflow of shavings.

IIT AREA DESIGNATIONS: These generally unoccupied areas will be serviced by request/work order only.

Additional Cleaning Specifications and Guidance

General Cleaning Frequencies

Unless otherwise indicated and/or established, most cleaning tasks are expected to occur daily. Academic and administrative office space regular cleaning will occur weekly, with trash removal only an additional day per week. Other detail cleaning or lower impact/traffic areas may also occur weekly (e.g. dust removal and floor scrubbing). Custodial Services should work with the Contracts Manager for mutual agreement of scheduled cleaning frequencies. The following tasks are examples of expected tasks by key areas. This list is not exhaustive. Further detail of current and expected tasks by space category in relation to APPA guidance is attached to this scope of service. Ongoing collaboration for enhancements to our cleaning program is welcome.

Academic and Administrative Areas

Daily

- Clean all common area spaces.
- Disinfect all high touch points.

- Clean and disinfect all restrooms.
- Clean all auditoriums.
- Clean all classrooms.
- Clean all kitchen and break areas.
- Clean elevators.
- Auto scrub corridor floors.
- Sweep and mop main staircases.
- Spot clean all entryway and lobby glass.
- Clean and disinfect weight room (Keating Sports Center)
- Clean main gym floor north and south courts. (Keating Sports Center)
- Clean handball courts and aerobics rooms. (Keating Sports Center)
- Vacuum swimming pool. (Keating Sports Center)
- Auto scrub metal floor. (McCormick Tribune Campus Center)
- Machine scrub Commons Dining floor. (McCormick Tribune Campus Center)
- Clean and vacuum the Pritzker Club. (McCormick Tribune Campus Center)

Weekly

- Trash removal for academic and administrative office spaces. (Visit 1)
- Complete cleaning and trash removal for academic and administrative office spaces. (Visit 2)
- Spot cleaning of glass for common areas as needed.
- Sweep and mop stairs.
- Machine scrub restrooms.
- Machine scrub pool deck (2) times per week. (Keating Sports Center)
- Shampoo carpets per work order.
- Top scrub and wax floors per work order.

Bi-Weekly

- Clean all accessible lab rooms.

Monthly

- Buff and wax corridors.
- Shampoo common area carpets as needed.

Semi-Annual

- Detail clean all academic and administrative offices.
- Detail clean and wax all classrooms.
- Top scrub and wax all corridor floors.
- Top scrub and wax all stairwells.
- Detail clean and wax labs per work order.

Annual

- Shampoo all carpets.
- Top scrub and wax all academic and administrative offices.
- Top scrub and wax lab rooms per work order.
- Clean first level interior and exterior windows for academic buildings.

As Needed

- Graffiti and wall scuff removal.
- Snow removal and salt application at building entrances. (Seasonal)

As Requested

- Service requests (work orders) for special university events* or supplemental cleaning needs.
- Storage and Mechanical Rooms
- Unoccupied Areas

*To be included at no additional cost.

Residence Areas

McCormick Student Village and Rowe Village

Daily

- Complete cleaning of the front lobby of all floors.
- Machine scrub front lobbies and corridors.
- Spot cleaning of lobby and common areas glass as needed.
- Clean and disinfect common area restrooms.
- Clean and disinfect community restrooms, per cleaning schedule.
- Sweep and clean all stairwells.
- Clean laundry rooms.
- Remove trash from common area receptacles.
- Change out trash packer containers in trash rooms.
- Clean community lounge areas.
- Clean and disinfect community fitness and recreation areas.
- Clean community kitchens.
- Clean elevators.

Semi-Annual

- Shampoo carpets.
- Machine scrub all restrooms.

Annual

- Fall, Spring, and Summer semester resident room turns. See “As Requested”.

As Requested

- Resident move-in/move-out cleaning and trash removal
- Residence hall room turn cleaning
 - Spring to Summer transition
(Primary - Most student housing assignments are August-May)
 - Summer to Fall transition
 - Fall to Spring transition
 - [Hawk House](#) and Summer Conference hoteling room turns

Carman, Cunningham, and Kacek Halls

Daily

- Complete cleaning of the lobby area.
- Spot cleaning of lobby and common area glass as needed.
- Clean community lounge areas.
- Remove trash from common area receptacles.
- Clean and disinfect community restrooms.
- Clean community kitchens.
- Change out trash packer containers in trash rooms.
- Clean laundry rooms.
- Clean and disinfect fitness rooms.
- Clean all study rooms.
- Clean all elevators.
- Auto scrub corridor floors.

Semi-Annual

- Machine scrub restrooms.
- Machine scrub common area floors.

Annual

- Fall, Spring, and Summer semester resident room turns. See “As Requested”.

As Requested

- Clean first level interior and exterior windows.
- Resident move-in/move-out cleaning and trash removal
- Residence hall room turn cleaning
 - Spring to Summer transition
(Primary - Most student housing assignments are August-May)
 - Summer to Fall transition
 - Fall to Spring transition
 - Summer Conference hoteling room turns

Sororities: Alpha Sigma Alpha and Kappa Phi Delta

Daily

- Clean restrooms, hallways, laundry rooms, and stairs.
- Remove trash from common area receptacles.

Student Health & Wellness Center

Daily - Lobby Area (Front Desk & Reception Area), Labs, and Exam Rooms

- Hard Surfaces - Wipe down all hard surfaces in labs and lobby area
- Floors - Clean lobby area floors and hallway floor leading to labs
- Phones - Wipe down all phones in the front desk and reception area
- Door Handles - Wipe down all door handles
- Garbage removal
- Use Virex to clean area
- All cleaning materials must be disposed of daily

Menstrual Sanitary Product Program (MSP)

IIT’s Mies and Rice Campuses provide free Menstrual Sanitary Products (MSPs) to students, staff, and faculty as needed in select campus buildings. Company shall provide service and supplies at no additional cost. View the program website with building locations [here](#).

Sustainability - Campus Recycling Program

IIT maintains recycling, composting, and trash receptacles in harmony with our commitment to sustainability. Dedicated “Hawk Bins” with slots for all (3) are available in common areas across campus. Office spaces and resident rooms have trash and recycling bins. Custodial Services supports these sorting efforts for sustainable waste management. The university desires partnership in the continuous improvement of our recycling program.

Sustainability - Green Building and Cleaning Initiatives

It is IIT’s plan to pursue [LEED](#) certification for select campus buildings. The university looks forward to support in this endeavor from our Custodial Services partner. Additionally, Custodial Services should continuously recommend and implement green cleaning solutions to support the environmental health of our campus community.

Exterior Window Cleaning

In addition to standard cleaning of entryway and lobby window cleaning, IIT invites respondents to propose pricing for regular full exterior window cleaning on an agreed frequency per building. Window cleaning proposals should be priced separately, entered in the Custodial Cleaning Services RFP Workbook.

Special University Events

IIT hosts special events with additional guests throughout the calendar year. At times, staffing adjustments may be appropriate to facilitate event success. These events will be reported to Custodial Services via service request/work order. As the university requests full service campus-wide pricing, any related adjustments to the established staffing plan deemed necessary should be coordinated collaboratively and come at no additional cost to the university. Examples of special university events include Board of Trustee Meetings, Career Fairs, Homecoming Weekend, Sporting Event Doubleheaders, Student Orientations, and Student Final Exam Weeks. The Annual Commencement Ceremony has recently moved off-campus but may return in future years.

Contract Administration

The Contractor will provide an operational team complete with an on-campus Site Manager (Custodial Services Manager) who will coordinate and facilitate the University's program. This person must be qualified to provide a high level of technical and managerial leadership. IIT has a right to interview and approve this individual before the contractor assigns them to the IIT campus. It is very important that the Custodial Services Manager is understanding of the higher education culture and is capable of working with our campus personnel.

Regular Service Reporting and Service Level Assessments

To aid in performance reporting per building, the Contractor shall maintain a report of employees assigned to each building; including the start time and end time of daily service hours; and provide IIT a confirmation report of actuals at each month's end including adjustments for special projects, events, etc. Further, Contractor shall work with IIT to establish daily electronic service logs for areas of critical importance, including restrooms.

IIT and the Contractor shall conduct regular assessments of Custodial performance to Service Level specifications.

IIT Metrics

IIT Metrics and Customer Satisfaction shall be the primary tools for assessing contract performance. Metrics will be tabulated by using the IIT IWMS (Integrated Workplace Management System) and other data reported by the Contractor, or otherwise collected by the University. Reporting by the Service Provider will be electronic and any data requested by the University will be provided at a frequency and in a format agreed to with IIT. At minimum, IIT Metrics will include the following metrics:

- Lost Time Accidents
- Employee Turnover
- Service Level Compliance Assessments
- Compliance with Annual Plan

Monthly Operating Review

The University will conduct monthly (at minimum) operational review meetings in which the Contractor will report on:

- Current building conditions
- Work accomplishment and backlog
- Work priorities and strategies for the next period and beyond
- Preparation for upcoming projects, special events
- Preparation for academic, athletic and calendar seasons
- Contractor assessment of Custodial Service Levels
- Compliance with Annual Plans
- Interpretation of and response to the point data and trends revealed by the IIT Metric System

Operating Reviews shall be attended, at minimum, by the Site Manager and an IIT representative. Executive management of the Contractor and/or University will attend these meetings as they see fit.

Areas of Responsibility

The Contractor must secure buildings each night when leaving. Lock up procedures consist of:

- Turn off all lights.
- Return doors to the state they were found in – close all doors that were propped for cleaning purposes, and reopen any doors that were closed for cleaning purposes.
- Check and lock all entrance ways.
- Clean and organize Custodian's closet.

Equipment and Supplies

The Contractor shall provide all equipment, tools, materials, and other services necessary to perform the custodial services as described in the specifications herein. The required result is to maintain the University in such a manner as to provide a clean, healthy and safe facility for its users.

- The contractor will be responsible for maintaining, replacing, and upgrading equipment and supplies as needed to achieve the RFP specified results.
- The contractor will be responsible for providing materials and supplies including paper products, hand soap, cleaning products, etc. This includes taking care of delivery, storage, and handling of the materials.
- The contractor will be responsible for providing, cleaning, maintaining, and replacing uniforms. The uniforms will be provided to IIT's specification – should include "Illinois Tech", "Custodian" (or similar title), and the name of the worker. It may also include the contractor name. Uniform colors must be unique to the function, while different from the IIT Maintenance or Grounds staff.
- The Contractor's prime responsibility is to protect the owner's property at all times and to use only such materials and treatments as will enhance the appearance of the building and protect surfaces such as countertops and flooring.
- Minimum Equipment Required – the Contractor must have the equipment and staff to adequately perform the specified services. The Contractor must also have additional equipment and resources available to respond to campus emergency cleanups. All vacuums used must be equipped with HEPA Filtration.
- In all instances where University property or equipment is damaged, the Contractor shall submit to the University a full report of the facts and extent of such damage within 24 hours.
- Storage of Equipment and Materials
 - The Contractor shall obtain prior approval from the designated University representative for any space or area required for storage of the Contractor's equipment and materials.
 - Equipment and materials shall not be piled or stored at any location that might hinder normal business operations or constitute a hazard to persons or property.
 - All materials which are stored in the liquid state shall be stored on shelves not higher than three (3) feet above the floor.
 - All products shall be properly identified with SDS compliant labels.

Contractor Orientation Requirements

The Contractor must provide its employees with the following:

Criminal background check to be performed annually on all existing employees and before admittance to IIT for any new employees. The Contractor will have these reports available onsite at IIT for review by IIT Facility Leadership.

HAZCOM Training; including blood borne pathogens; to be performed annually for all existing employees and before admittance to IIT for any new employees.

Health and Safety

The Contractor will be required to:

- Take all reasonable steps and precautions to prevent accidents and to preserve health and safety of visitors, Contractor personnel, and University personnel performing duties associated with this contract.
- Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
- Take such additional precautions as the University may reasonably require for health, safety, and environmental protection.

Confidentiality

The Contractor shall be bound to confidentiality of any information its employees may become aware of during the course of performance of contracted tasks. Any breach of confidentiality may constitute grounds for termination of the contract.

Attachments to the Custodial Cleaning Scope of Service

- Building List, Space Usage, and Cleaning Shifts
- Current APPA Based Cleaning Details for IIT
- Bronzeville (Mies) Campus Site Plan

ILLINOIS TECH BUILDINGS FOR CONTRACTED CUSTODIAL SERVICES

ILLINOIS TECH BUILDINGS FOR CONTRACTED CUSTODIAL SERVICES			
Academic Buildings	Address	Space Usage	Cleaning Shifts
1	Alumni Memorial Hall	3201 South Dearborn	Academic bldg. w/ classrooms and office space 5 Days (Monday - Friday; Floater) Office Trash Pickup - Wednesday; Office Cleaning - Friday
2	Crown Hall	3360 South State	Open floor academic bldg. w/student studio space, library and presentation space 5 Days (Tuesday - Saturday) Office Trash Pickup - Monday; Office Cleaning - Wednesday
3	Galvin Library	35 West 33rd	Academic library w/computer labs, meeting space and offices 5 Days (Monday - Friday) Office Trash Pickup - Monday; Office Cleaning - Wednesday
4	Ed Kaplan Family Institute for Innovation and Tech Entrepreneurship	3137 South Federal	Award winning newer open floor academic bldg. w/ classroom, studio, shop, and presentation spaces; and offices. Also features bleacher style stairs for high profile events, and a cafe. 5 Days (Monday - Friday) Office Trash Pickup - Wednesday; Office Cleaning - Friday
5	Metals South Building	3350 South Federal	Open floor academic bldg. for architecture student materials and modeling making lab 5 Evenings (Monday - Friday; Floater) *Office Trash Pickup & Cleaning Days Attached
6	Perlstein Hall	10 West 33rd	Academic bldg. w/ classrooms, office space, and an auditorium 5 Days (Monday - Friday) Office Trash Pickup - Thursday; Office Cleaning - Monday
7	Robert A. Pritzker Science Center	3105 South Dearborn	Academic bldg. w/classrooms, office space, auditorium & specialized research labs 5 Days (Monday - Friday) Office Trash Pickup - Friday; Office Cleaning - Tuesday
8	John T. Rettaliata Engineering Center	10 West 32nd	Academic bldg. w/auditorium, classrooms, lab, and presentation space 5 Days (Monday - Friday) + 5 Nights (Monday - Friday; Floater for Lower Level) Office Trash Pickup - Thursday; Office Cleaning - Monday
9	Siegel Hall	3301 South Dearborn	Academic bldg. w/ classrooms, office space, and an auditorium 5 Days (Monday - Friday) Office Trash Pickup - Monday; Office Cleaning - Wednesday
10	Stuart Building	10 West 31st	Academic bldg. w/ classrooms, office space, and an auditorium 5 Days (Monday - Friday) Office Trash Pickup - Friday; Office Cleaning - Tuesday
11	Tech Central	3424 South State	Mixed use bldg with academic & administrative offices, and classrooms 5 Days (Monday - Friday; Floater) *Office Trash Pickup & Cleaning Days Attached
12	Tech North	3410 South State	Mixed use bldg with academic & administrative offices, and classrooms 5 Days (Monday - Friday) *Office Trash Pickup & Cleaning Days Attached
13	Tech South	3440 South State	Academic bldg. w/ classrooms and office space 5 Evenings (Monday - Friday; Floater) *Office Trash Pickup & Cleaning Days Attached
14	Wishnick Hall	3255 South Dearborn	Academic bldg. w/ classrooms, office space, and an auditorium 5 Days (Monday - Friday) Office Trash Pickup - Wednesday; Office Cleaning - Friday
Athletics & Recreation	Address	Space Usage	Cleaning Shifts
15	Keating Sports Center	3040 South Wabash	Competitive sports and athletic recreation bldg. 5 Day Visits (Monday - Friday; Floaters) + 5 Nights (Monday - Friday) + Saturday - Sunday (Day Floater) Trash Pickup Day - Tuesday; Office Cleaning Day - Thursday
Campus Centers	Address	Space Usage	Cleaning Shifts
16	Carr Chapel	65 East 32nd	Single story chapel building 2 Day Visits (Monday & Friday; Floater) Office Trash Pickup - Monday; Office Cleaning - Monday
17	Commons Building	3200 South Wabash	Main residential student dining, open to full campus community 7 Nights (Monday - Sunday; Floaters) Office Trash Pickup - N/A; Office Cleaning Day - N/A
18	Hermann Hall	3241 S. Federal	Academic bldg. w/ classrooms & office space, an auditorium & event spaces, and a student recreation center (The Bog) 5 Days (Monday - Friday) Office Trash Pickup - Wednesday; Office Cleaning - Friday
19	McCormick Tribune Campus Center (MTCC)	3201 S State Street	Large student center, home to a visitors center, student life administration, (3) dining venues, meeting & event spaces, a convenience store, and a business services center. 5 Days (Monday - Friday) + 5 Nights (Monday - Friday) + Saturday - Sunday (Night Floaters) Office Trash Pickup - Monday; Office Cleaning - Wednesday
Residence Halls	Address	Space Usage	Cleaning Shifts

20	Carman Hall	60 East 32nd	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup Day - N/A; Office Cleaning Day - N/A
21	Cunningham Hall	3100 South Michigan	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup - Daily; Office Cleaning - Daily
22	Kacek Hall	3101 South Wabash	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup - Daily; Office Cleaning - Daily
	McCormick Student Village (MSV)		Student Housing	
23	MSV Residence Lobby	3241 South Wabash	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup - Daily; Office Cleaning - Daily
24	Fowler Hall	3241 South Wabash	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup Day - N/A; Office Cleaning Day - N/A
25	Graduate Hall (Hawk House/Temporary Housing)	70 East 33rd	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup Day - N/A; Office Cleaning Day - N/A
26	Lewis Hall	70 East 33rd	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup Day - N/A; Office Cleaning Day - N/A
	Jeanne and John Rowe Village (RV)		Student Housing	
27	Jeanne and John Rowe Village (RV North)	3301 S State Street	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup Day - N/A; Office Cleaning Day - N/A
28	Jeanne and John Rowe Village (RV Middle)	3333 S State Street	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup Day - N/A; Office Cleaning Day - N/A
29	Jeanne and John Rowe Village (RV South)	3353 S State Street	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup Day - N/A; Office Cleaning Day - N/A
	Sororities		Student Housing	
30	Alpha Sigma Alpha (ASA)	3340 South Michigan	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup - Daily; Office Cleaning - Daily
31	Kappa Phi Delta (KPD)	3330 South Michigan	Student Housing	5 Days (Monday - Friday) + Saturday - Sunday (Day Floater) Office Trash Pickup - Daily; Office Cleaning - Daily
	University Technology Park (UTP)	Address	Space Usage	Cleaning Shifts
32	Incubator	55 West 34th	Research space	5 Evenings (Monday - Friday) *Office Trash Pickup & Cleaning Days Attached
33	Michael P. Galvin Tower	10 West 35th	Mixed use high rise with administrative offices, classrooms, auditorium & rental space	5 Days (Monday - Friday) + 5 Evenings (Monday - Friday) *Office Trash Pickup & Cleaning Days Attached
34	Technology Business Center (IIT Occupied Spaces)	3440 South Dearborn	Research space	5 Days (Monday - Friday; Floater) Office Trash Pickup - Daily; Office Cleaning - Daily
	Other Facilities	Address	Space Usage	Cleaning Shifts
35	Facilities Building	3100 South Federal	Maintenance garage is primary use, also home to some athletics administrative offices and sports team locker rooms	5 Afternoon/Evenings (Monday - Friday; Floater) Office Trash Pickup - Thursday; Office Cleaning - Monday
36	Machinery Hall	100 West 33rd	Administrative offices, mechanical storage and other facilities relates spaces	5 Afternoon/Evenings (Monday - Friday; Floater) Office Trash Pickup - Wednesday; Office Cleaning - Friday

37	Moffett Campus	6502 South Archer Road, Bedford Park, IL	Administrative building w/office and research spaces	5 Days (Monday - Friday) Office Trash Pickup - Daily; Office Cleaning - Daily
38	Daniel F. and Ada L. Rice Campus	201 East Loop Road, Wheaton, IL	Administrative building w/office, classrooms, and events spaces	5 Mornings (Monday - Friday) Office Trash Pickup - Daily; Office Cleaning - Daily

OFFICE TRASH PICKUP AND CLEANING DAYS FOR GALVIN TOWER, TECH SOUTH/TECH CENTRAL, TECH NORTH, INCUBATOR, AND METALS			
	Location	Office Trash Pick Up Day	Office Cleaning Day
33	Galvin Tower - Floor 1	Tuesday	Friday
33	Galvin Tower - Floor 2	Monday	Thursday
33	Galvin Tower - Floor 3	Tuesday	Friday
33	Galvin Tower - Floor 4	Monday	Thursday
33	Galvin Tower - Floor 5	Tuesday	Friday
33	Galvin Tower - Floor 6	Monday	Thursday
33	Galvin Tower - Floor 7	Tuesday	Friday
33	Galvin Tower - Floor 8	Monday	Thursday
33	Galvin Tower - Floor 9	Tuesday	Friday
33	Galvin Tower - Floor 10	Monday	Thursday
33	Galvin Tower - Floor 11	Tuesday	Friday
33	Galvin Tower - Floor 12	Monday	Thursday
33	Galvin Tower - Floor 13	Tuesday	Friday
33	Galvin Tower - Floor 14	Monday	Thursday
33	Galvin Tower - Floor 15	Tuesday	Friday
33	Galvin Tower - Floor 16	Monday	Thursday
33	Galvin Tower - Floor 17	Tuesday	Friday
33	Galvin Tower - Floor 18	Monday	Thursday
33	Galvin Tower - Floor 19	Tuesday	Friday
13/11	Tech South/Tech Central - Basement	Tuesday	Friday
13/11	Tech South/Tech Central - Floor 1	Tuesday	Friday
13/11	Tech South/Tech Central - Floor 2	Tuesday	Friday
13/11	Tech South/Tech Central - Floor 3	Monday	Thursday
13/11	Tech South/Tech Central - Floor 4	Monday	Thursday
12	Tech North - Basement	Monday	Thursday
12	Tech North - Floor 1	Tuesday	Friday
12	Tech North - Floor 2	Monday	Thursday
32	Incubator - Floor 1	Tuesday	Friday
32	Incubator - Floor 2	Monday	Thursday
5	Metals - Floor 1	Tuesday	Friday
5	Metals - Floor 2	Tuesday	Friday

IIT_CURRENT APPA BASED CLEANING DETAILS – MARCH 2024

Dorms Cleaning	APPA Level 2 Compliant					
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Inspect building exterior for unauthorized entrance/vandalism	•					
Police entrances and lobbies	•					
Monitor trash dumpsters keeping tops and side doors closed at all times. Police adjacent area for loose debris	•					
Clean and restock restrooms and showers throughout the dorm	2x					
Assist in setting up, assembling, or moving furniture for special events	•					
Outside litter pick up	•					
Outside trash pick up	•					
Building Insect nests and webs will be cleaned and/or removed off buildings (as needed)	•					
Walkways, porches and sidewalks will be swept or blown on a daily basis and pressure washed (as needed)	•					
Empty trash from kitchen and cafeterias, public areas only	•					
Vaccum Carpet on hallways	•					
Scrub floors on corridors	•					
Wipe kitchen appliances	•					

Administrative Office Cleaning		APPA Level 3 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Empty trash cans/replace liner; as needed	•	•	2X			
Dust all furniture including desks, chairs, tables	•	•	2X			
Clean and sanitize drinking fountains/sinks, restock supplies	•	•	2X			
Low dust up to hand height (70"); horizontal surfaces	•	•	2X			
Dust phones	•	•	2X			
High dust above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			•			
Spot clean desktops; papers and personal items not to be disturbed			•			
Spot clean to hand height (70"); windows & glass partitions			•			
Clean entire glass door & partition glass	•	•	2X			
Dust venetian blinds						•
Dust mop composition floors using a chemically treated mop	•	•	2X			
Mop composition floors using all-purpose cleaner	•	•	2X			
Spot clean carpets			•			
Vacuum carpet and walk-off mats	•	•	2X			
Damp clean baseboards			•			
Damp clean window ledges			•			
Remove fingerprints from areas; doors, frames, light switches, kick plates, handles/railings, etc.			•			
High dust: window ledges, clean air vents, drop and clean light fixtures						•
Remove dust and cobwebs from ceiling			•			

Administrative Office Cleaning, continued	APPA Level 3 Compliant					
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Windows						
Wash all exterior windows and glass partitions						
Spot clean to hand height (70"); windows and glass partitions	•	•	2X			
Floors and Hard Surfaces						
Spray buff composition floors					•	
High speed burnish and recoat; as needed					•	
Strip and refinish						•
Carpets						
Deep clean all carpeting						•

**Mies Campus: Clinical Nutrition Research Center, Student Health and Wellness Center, Wanger Institute for Sustainable Energy Research, and Tenant Office Spaces - Cleaned Daily; All Other Offices Cleaned Weekly*

**Moffett Campus Office Spaces - Cleaned 2 Times per Month*

**Restroom Room Cleaning - Campus
(Monday – Friday, and after Special Events)**

APPA Level 3

Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Clean, sanitize and polish all fixtures including toilet bowls, urinals, sinks	●					●
Clean and sanitize toilet seats	●					●
Clean and polish glass, mirrors, chrome fittings	●					●
Empty trash cans and disposals, insert liners, spot clean and sanitize container; as needed	●					
Wash and sanitize exterior of containers	●					●
Spot clean walls, doors and partitions; remove spots, marks, stains and splashes on walls	●					
Deep clean & sanitize walls, doors and partitions				●		
Re-supply expendable dispensers, etc.	●					
Low dust: up to hand height (70"); horizontal surfaces		●				
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			●			
Sweep and damp mop hard floors with germicidal disinfectant	●					
Remove fingerprints and graffiti; doors, frames, light switches, kick plates, handles/railings, etc.		●				
Damp clean baseboards		●				
Remove dust and cobwebs from ceiling			●			
Machine scrub floors with germicidal disinfectant			●			

**Restrooms will receive annual detail cleaning as indicated in addition to daily cleaning.*

Auditorium Cleaning		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Empty trash cans/replace liner; as needed	•					
Dust all furniture including desks, chairs, tables	•					•
Clean and sanitize drinking fountains/sinks, restock supplies						
Low dust: up to hand height (70"); horizontal surfaces		•				
Dust phones	•					
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			•			
Spot clean desktops; papers and personal items not to be disturbed	•					
Clean entire glass door & partition glass		•				
Dust venetian blinds						•
Dust mop composition floors using a chemically treated mop	•					
Mop composition floors using all-purpose cleaner	•					
Spot clean carpets		•				
Vacuum carpet and walk-off mats	•					
Damp clean baseboards		•				
Damp clean window ledges		•				
Remove fingerprints from areas; doors, frames, light switches, kick plates, handles/railings, etc.		•				
Remove dust and cobwebs from ceiling			•			

**Auditoriums will receive annual detail cleaning as indicated in addition to daily cleaning.*

Auditorium Cleaning, continued		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Windows						
Wash all windows and glass partitions						•
Spot clean to hand height (70"); windows and glass partitions	•					
Floors and Hard Surfaces						
Spray buff composition floors			•			
High speed burnish and recoat; as needed			•			
Strip and refinish (4 coats minimum)						•
Carpets						
Deep clean all carpeting						•

Library & Media Center Cleaning	APPA Level 2 Compliant					
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Empty trash cans/replace liner; as needed	•					
Dust all furniture including desks, chairs, tables	•					•
Clean and sanitize drinking fountains/sinks, restock supplies	•					
Low dust: up to hand height (70"); horizontal surfaces		•				
Dust phones	•					
Dust all bookshelves		•				
Dust interior window ledges	•					
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			•			
Spot clean desktops; papers and personal items not to be disturbed	•					
Spot clean: to hand height (70"); windows & glass partitions	•					
Clean entire glass door and partition glass		•				
Dust blinds			•			•
Dust Mop and Mop composition floors	•					
Spot clean carpets		•				
Vacuum carpet and walk-off mats	•					
Damp clean baseboards and window ledges		•				
Damp clean all washable furniture						•
Remove fingerprints; doors, frames, switches, kick plates, handles and railings		•				
Drop and clean light fixtures; where applicable, as needed						
Remove dust and cobwebs from ceiling			•			

Library & Media Center Cleaning, continued	APPA Level 2 Compliant					
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Windows						
Wash all exterior windows						
Spot clean to hand height (70"); windows and glass partitions	•					
Floors and Hard Surfaces						
Strip and refinish (4 coats minimum)						•
Carpets						
Deep clean all carpeting						•

**Library and Media Centers will receive annual detail cleaning as indicated in addition to daily or monthly cleaning.*

Lounge & Break Room Cleaning		APPA Level 3 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Empty trash cans/replace liner; as needed	•					
Dust all furniture including desks, chairs, tables;	•					•
Clean and sanitize drinking fountains/sinks, restock supplies	•					
Low dust: up to hand height (70"); horizontal surfaces		•				
Dust phones	•					
Dust all bookshelves		•				
Dust interior window ledges	•					
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			•			
Spot clean desktops; papers and personal items not to be disturbed	•					
Spot clean: to hand height (70"); windows & glass partitions	•					
Clean entire glass door and partition glass		•				
Dust blinds			•			•
Dust mop and Mop composition floors	•					
Spot clean carpets		•				
Vacuum carpet and walk-off mats	•					
Damp clean baseboards and window ledges		•				
Remove fingerprints; doors, frames, light switches, kick plates, handles/railings, etc.		•				
Drop and clean light fixtures						
Remove dust and cobwebs from ceiling			•			

Lounge & Break Room Cleaning, continued		APPA Level 3 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Windows						
Wash all exterior windows and glass partitions						
Spot clean to hand height (70"); windows and glass partitions	•					
Floors and Hard Surfaces						
Strip and wax tile floors						•
Carpets						
Deep clean all carpeting						•

**Lounge and Break Rooms will receive annual detail cleaning as indicated in addition to daily or monthly cleaning.*

Cafeteria Cleaning

APPA Level 2 Compliant

Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Empty cafeteria and kitchen trash cans/replace liner, police for spills; ongoing throughout mealtime	●					
Dust mop, sweep floors	●					
Clean and sanitize drinking fountains/sinks, restock supplies	●					●
Low dust: up to hand height (70"); horizontal surfaces		●				
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.						
Dust interior window ledges		●				●
Dust and clean blinds/air vents			●			●
Damp mop floors	●					
Spray buff all composition floors; as needed		●				
Wipe tables, doors, and door pulls with germicidal sanitizing solution; after breakfast and lunch, as needed						
Remove gum	●					
Vacuum carpet and walk-off mats	●					
Remove fingerprints; doors, frames, switches, kick plates, handles and railings		●				
Damp clean baseboards and window ledges		●				
Stack chairs; as needed/requested	●					
Arrange chairs and tables for next day	●					
Clean and sanitize chairs and surfaces of table tops and legs						

Cafeteria Cleaning, continued		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Windows						
Wash glass partitions						•
Spot clean to hand height (70"); windows and glass partitions	•					
Floors and Hard Surfaces						
Mop and auto scrub floors	•					
Burnish hard surface floors			•			
Refinish composition floors					•	
Carpets						
Deep clean all carpeting						•

**Cafeteria areas will receive annual detail cleaning as indicated in addition to daily, weekly, or monthly cleaning.*

Classrooms & Multi-Purpose Cleaning		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Empty trash cans/replace liner; as needed	•					
Clean and sanitize drinking fountains/sinks, restock supplies	•					•
Low dust: up to hand height (70"); horizontal surfaces		•				
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			•			
High dust: horizontal surfaces; drop and clean light fixtures						•
Spot clean desktops; papers and personal items not to be disturbed	•					
Spot clean all windows	•					
Damp clean baseboards and window ledges		•				
Dust blinds and air vents			•			•
Dust mop composition floors using a chemically treated mop	•					
Mop composition floors using all-purpose cleaner	•					
Clean and sanitize surfaces, tops and bottoms of desks/chairs						•
Chalk/marker board and trays cleaned	•					•
Spot clean carpets		•				
Spot clean walls and doors	•					
Remove dust and cobwebs from ceiling			•			•
Remove fingerprints from areas; doors, frames, light switches, kick plates, handles/railings, etc.		•				

Classrooms & Multi-Purpose Cleaning, continued	APPA Level 2 Compliant					
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Windows						
Wash all exterior windows and glass partitions						
Spot clean to hand height (70"); windows and glass partitions	•					
Floors and Hard Surfaces						
Wet mop	•					
Buff composition floors						•
Strip and wax tile floors						•
Carpets						
Deep clean all carpeting						•
Spot clean carpets; as needed	•					
Vacuum carpet and walk-off mats	•					

**Classroom & Multi-Purpose areas will receive annual detail cleaning as indicated in addition to daily or monthly cleaning.*

Common Area Cleaning

APPA Level 2 Compliant

Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Spot clean glass partitions and doors	●					
Clean and sanitize drinking fountains/sinks	●					●
Low dust: up to hand height (70"); horizontal surfaces		●				
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			●			
Dust interior window ledges		●				●
Mop composition floors using all-purpose cleaner	●					
Dust mop composition floors using a chemically treated mop	●					
Spray buff all composition floors; weekly					●	
Spot clean carpets; as needed					●	
Remove gum; as needed	●					
Vacuum carpet and walk-off mats	●					
Clean under entrance mats; inside and outside	●					
Damp clean baseboards		●				
Damp clean window ledges		●				
Dust locker tops		●				
Remove dust and cobwebs from ceiling			●			
Clean windows in trophy case			●			
Dust and clean trophies and shelves in case			●			

Common Area Cleaning, continued		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Windows						
Wash all glass partitions						•
Clean lobby windows					•	
Floors and Hard Surfaces						
Burnish hard surface floors	•					
Refinish composition floors; Christmas and summer breaks					•	
Carpets						
Deep clean all carpeting and walk-off mats					•	

**Common Areas will receive annual detail cleaning as indicated in addition to daily or weekly cleaning.*

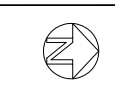
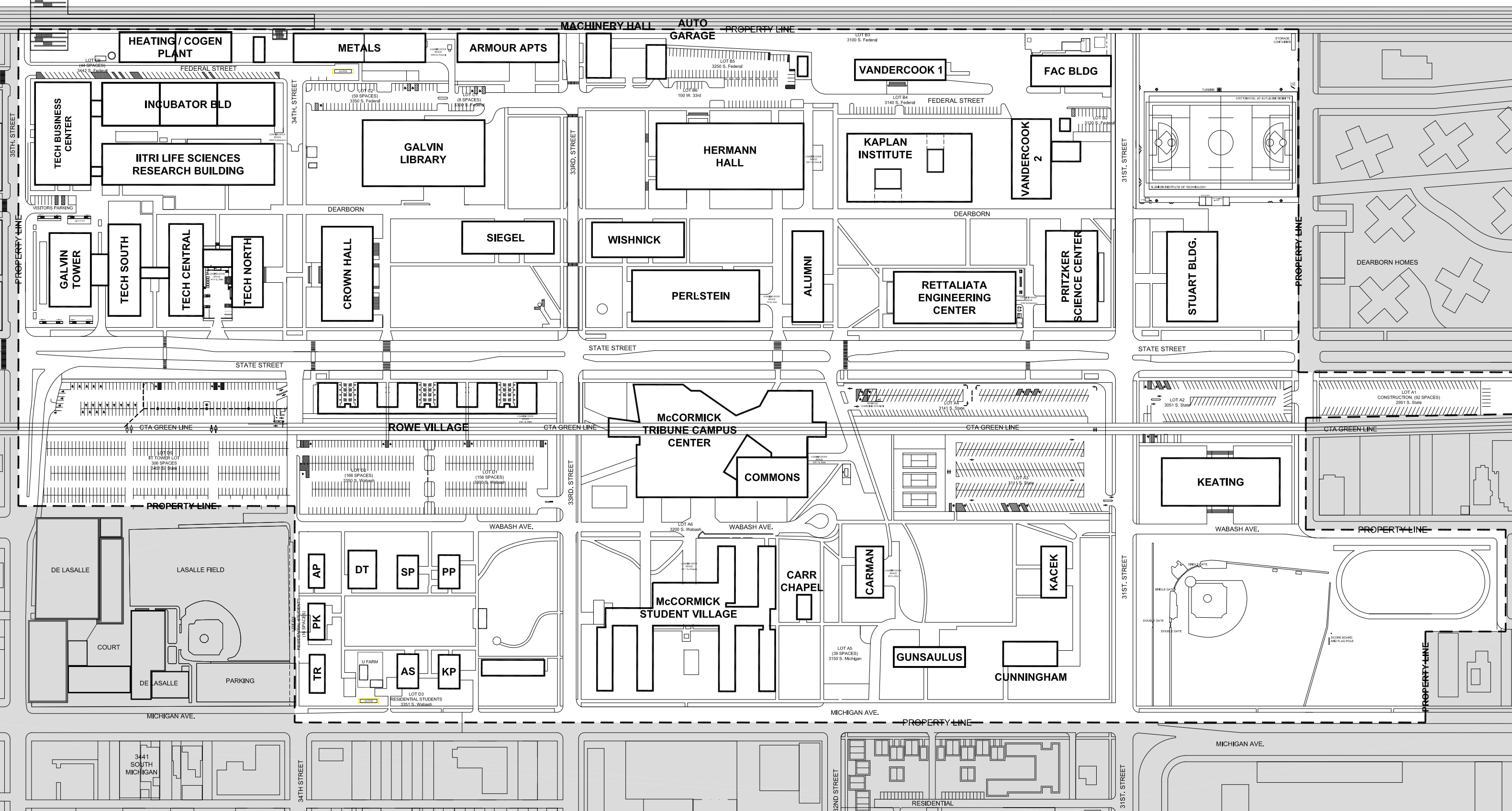
Gymnasiums & Multi-Purpose Cleaning		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Empty trash cans/replace liner; as needed	•					
Dust all furniture including desks, chairs, tables		•				
Clean and sanitize drinking fountains/sinks, restock supplies	•					
Low dust: up to hand height (70"); horizontal surfaces		•				
High dust: above hand height (70"); shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.			•			
Clean glass doors inside and out; as needed		•				
Spot clean glass doors and partition glass	•					
Dust blinds						•
Dust and wet mop hard floors or vacuum carpet wall to wall	•					
Spot clean carpets		•				
Chalk/marker board cleaned	■					
Spot clean chalk/marker board trays	•					
Spot clean walls and doors	•					
Secure windows and doors	•					
Clean floors and walls using sanitizing solution; as needed			2x			•
Remove debris from seating areas; as needed	•					
School Sponsored Special Events						
Restroom and common areas	Before and after all events					

Gymnasiums & Multi-Purpose Cleaning, continued		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
Restrooms and Showers						
Remove soap/other foreign matter	•					
Sanitize floors & walls using germicidal solution	•					
Clean floors and walls using Kaivac or equivalent system			•			
Windows						
Clean outside						
Floors and Hard Surfaces						
Strip and refinish composition floors						•
Carpets						
Vacuum carpet	•					

**Gymnasiums & Multipurpose areas will receive annual detail cleaning as indicated in addition to semi-monthly cleaning.*

Exterior, Stadium & Misc. Cleaning		APPA Level 2 Compliant				
Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual
General						
Maintain janitor closet in neat & orderly fashion	•					
Clean and inspect equipment	•					
Observe building security and lighting procedures	•					
Notify building contact of any irregularities or equipment malfunctions	•					
Wash/clean windows around walkways, porches and sidewalks						
Insect nests and webs cleaned off buildings	•					
Sweep entranceways	•					
Blow sidewalks	•					
Pressure wash sidewalks; remove gum and graffiti as needed						
Athletic Complex						
Restrooms and common areas	Before and after all events					
School Sponsored Special Events						
Restrooms and common areas	Before and after all events					

35TH STREET METRA STATION



PROPOSAL FORM

PROJECT: CUSTODIAL CLEANING SERVICES AGREEMENT
Request for Proposal (“RFP”)

PROPOSAL TO: Dana Royal
Director, Business Services
Office of the Vice President for Administration
3201 South State Street
Chicago, Illinois 60616
Email: royal@iit.edu

PROPOSALS DUE:

The Undersigned:

1. Acknowledges receipt of the following Proposal Documents:
 - a. Instructions to Respondents
 - b. Solicitation Response Requirements (included with instructions)
 - 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 FORM
 - j. Appendix D: CUSTODIAL CLEANING SERVICES CONTRACT FORM
 - k. Appendix E: CUSTODIAL CLEANING SERVICES RFP WORKBOOK
2. Attests to reviewing and understanding the Proposal Documents and to familiarity with all work stipulated in the Proposal Documents and agrees to hold this proposal open for 120 days after the due date.
3. Represents and warrants that he/she has the power and authority to bind the Respondent to enter into and execute an agreement, if awarded, on the basis of the terms and provisions in this RFP and this Proposal.
4. Acknowledges receipt of any addendums issued to the RFP as follows:

(Enter addendums acknowledged here)

Note: Proposal Form must be completed and accompany proposal.

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.

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

The following constitutes the MBE/WBE and Local 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 Supplier Development Council (CMSDC), 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 workforce in the City of Chicago. In order to assure that minorities and females fully participate in this Project, Contractor agrees to the obligations described below and to designate a Plan Officer who will act on its behalf to fulfill its responsibilities thereunder.

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

III. M/WBE CONTRACTING & PROCUREMENT

- A. Contractor shall make good faith efforts to actively solicit and achieve the participation of M/WBE firms in the contracting and procurement process and to identify and use eligible M/WBE firms for any Work that may be subcontracted by it and material or supplies purchased by it, whenever possible.
- B. The goal for MBE utilization is a minimum of 25% of the aggregate dollar value of the contract, including all changes to the Contract. The goal for WBE utilization is a minimum of 5% of the aggregate dollar amount of the Contract, including all changes to the Contract.
- C. Contractor shall maintain a documented record of all contacts with M/WBE firms and M/WBE trade associations, and of all bid solicitations and the results thereof. Such documentation shall be available to IIT upon request.
- D. Where economically and technically feasible, Contractor shall award contracts to M/WBE firms as a result of competitive bidding processes or negotiations limited to M/WBE firms.
- E. Where economically and technically feasible, Contractor shall divide the Work to be contracted into smaller portions to permit greater participation by M/WBE firms. In the preparation of bid packages, Contractor shall carefully analyze and evaluate the requirements for goods and services to identify those which may be assembled into bid packages of a size and scope within the ability of the greatest number of M/WBE firms to provide and perform.
- F. Where appropriate, Contractor shall provide technical assistance to M/WBE firms in the bidding, estimating and scheduling processes.

IV. EQUAL EMPLOYMENT OPPORTUNITY

- A. Contractor shall not discriminate against employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin, or disability not affecting ability to perform. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin. Such action shall include, but not be limited to the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for and quality of training, including apprenticeship.
- B. Contractor shall comply, at its own expense, with all applicable laws, ordinances, rules, regulations and orders of any public authority relating to the terms and conditions of employment of any person who is employed in connection with the Project including, without limitation, the applicable provisions of the Fair Labor Standards Act, the Fair Employment's Practices Law and the Equal Pay Act.

- C. In an effort to ensure equal minority and female employment opportunities on the Project, the Contractor shall use good faith efforts to achieve at least 25% minority participation and 7% female participation in employment on the Project. These goals are expressed in percentages of the aggregate hours of Work performed at the Project. While the Contractor must use good faith efforts to achieve the above-stated participation, nothing herein shall be construed as requiring the Contractor to hire persons who are not qualified to perform the Work for which they are hired. Achievement of the goals in each work force and trade category shall be based upon an evaluation of the availability of qualified minority and female workers in each trade category and the extent of documented good faith efforts to achieve the goals.
- D. In an effort to ensure that maximum employment opportunities exist for persons who reside in the areas that surround this university, the Contractor shall use good faith efforts to hire at least one community resident to be employed on the Project. This goal also pertains to each subcontractor performing work on the Project. While the Contractor must use good faith efforts to achieve the above stated participation, nothing herein shall be construed as requiring the Contractor to hire persons who are not qualified to perform the work for which they are hired. For the purpose of clarification, local residents are those whose home address is located within the following zip codes: 60616, 60609, 60615, 60653, 60605.
- E. Contractor shall make oral and written notifications to labor unions or representatives of workers with which it has a collective bargaining agreement, or understanding of its equal employment obligations, requesting their cooperation and assistance in the referral of qualified minority and female workers. Copies of such notice and requests shall be delivered to IIT.
- F. IIT will be actively assisting the contractor by providing lists of certified contractors, sponsoring outreach conferences, and attending meetings to facilitate relationships between M/WBE and non- M/WBE firms. Contractor shall utilize resource organizations identified by IIT for referral of minorities, females, local residents and other resource organizations as may be available.
- G. Contractor shall monitor utilization of minority and female workers in its own work force and the work force of its Subcontractors and, when underutilization is evident, take or request that immediate, corrective action be taken to achieve the appropriate levels of participation to ensure equal employment opportunity.
- H. When underutilization continues for an extended period of time, IIT will convene a meeting with Contractor and, if required, Contractor shall convene a meeting with Subcontractors not in compliance for the purpose of reviewing their equal employment efforts and all supporting documentation. During the meeting, an agreed upon action to achieve the goals shall be established.

V. ADMINISTRATION AND MONITORING

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

- A. Prior to the award of a Contract to any Subcontractor, the Contractor shall be required to submit documentation, provided by the Subcontractor, verifying its good faith efforts via a detailed plan for actual utilization of M/WBE firms in an amount equal to or greater than the commitments or goals incorporated into this Plan.
- B. Contractor agrees that these equal employment and MBE/WBE utilization provisions are to be inserted into each contract for any of the Work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing or causing Subcontractors to enforce such provisions. The Contractor will report such enforcement efforts to IIT as often as may be required by IIT.
- C. Contractor agrees that it will meet with a representative of each subcontractor to review the specific requirements of the Plan, including reporting procedures and documentation, and obtain written acknowledgment from the subcontractor with respect to each such requirement.
- D. Contractor agrees that it shall maintain and make available to IIT documentation regarding M/WBE utilization and the employment of minorities, and females and persons residing in the aforementioned zip codes. Documentation shall contain, at a minimum, names and addresses of M/WBE subcontractors and suppliers, evidence of certification by one of the authorized agencies or programs, the actual dollar amount of the contract awards or purchase agreements, affidavits confirming M/WBE participation, and actual numbers and percentage of hours worked by minorities, females and local residents. Documentation shall be maintained in such form as to permit a determination that good faith efforts have been made to achieve the goals of the Plan. After an initial presentation of Contractor's proposed Plan, reports summarizing this information shall be submitted to IIT on a monthly basis. Failure to submit the required reports will result in withholding of payment to Contractor or any Subcontractors failing to report.
- E. Referrals of eligible M/WBE firms may be made by IIT or other parties from time to time. These referrals shall not be deemed to be a recommendation by IIT to utilize any such firms or a representation or warranty that such firms are qualified to perform any work associated with the Project. Referrals are solely for the convenience of Contractor and any decision by Contractor to utilize any firms so referred shall be the sole decision of Contractor without participation by IIT. Contractor acknowledges that IIT shall have no responsibility for Contractor's decisions regarding M/WBE utilization.

VI. COUNTING MBE/WBE PARTICIPATION TOWARDS CONTRACT GOALS

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

- A. Once a firm is determined to be an eligible MBE/WBE in accordance with these rules, the total dollar value of the contract awarded to the MBE/WBE is counted toward the applicable MBE/WBE goals.
- B. A Contractor may count towards its MBE/WBE goals a portion of the total dollar value of a contract with a joint venture eligible under the standards of the definition of a joint venture equal to the percentage of the ownership and controls of the MBE/WBE partner in the joint venture.
- C. A Contractor may count toward its MBE/WBE goals only expenditures to MBEs/WBEs that perform a commercially useful function in the work of a contract as defined in Section I, Definitions. To determine whether an MBE/WBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
- D. Consistent with normal industry practices, an MBE/WBE may enter into subcontracts. If an MBE/WBE Contractor subcontracts a significantly greater portion of work than would be expected on the basis of normal industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to IIT.
- E. A Contractor may count toward its MBE/WBE goals, expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBEs/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies.

VII. RECORD KEEPING

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

VIII. NON-COMPLIANCE

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

IX. MBE AND WBE CONTRACTOR ASSISTANCE

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

- A. Develop solicitations of subcontract bids so as to increase potential MBE and WBE participation. This can take the form of breaking down large subcontracts into smaller ones, and by issuing notice of solicitations in a timely manner;
- B. Provide technical assistance and guidance in bid clarifications, estimating and scheduling process;
- C. Purchase supplies and/or lease the required equipment for a job;
- D. Provide accelerated payments or establish pro-rated payment and delivery schedules so as to minimize cash flow problems faced by smaller firms;
- E. Consider alternative Subcontractor bonding requirements i.e. allowing incremental bonding.
- F. Conduct a pre-bid conference for potential Subcontractors.

X. CONTRACTOR ASSISTANCE AGENCIES

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

AGENCIES:

African American Contractors Association – AACA
P.O. Box #19670
Chicago, IL 60619
Phone: (312) 915-5960
Email: aacanatlassoc@gmail.com
Website: <http://www.aacanatl.org>

Chatham Business Association
800 E. 78th Street
Chicago, IL 60619
Phone: (773) 994-5006
Email: admin@cbaworks.org
Website: www.cbaworks.org

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

Chicago Women In Trades
2444 W. 16th Street,
Chicago, IL 60608
Phone: (312) 942-1444
Email: jvellinga@cwit2.org
Website: <http://www.chicagowomenintrades.org>

US Minority Contractors Association, Inc.
1250 S. Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Email: admin@usminoritycontractors.org
Website: <http://www.usminoritycontractors.org/>

Cosmopolitan Chamber of Commerce
1631 S. Michigan Avenue Unit 101
Chicago, IL 60616
Phone: (312) 971-9594
Email: cmayes@cosmochamber.org
Website: www.cosmochamber.org

Federation of Women Contractors
4210 W. Irving Park Rd
Chicago, IL 60641
Phone: (312) 360-1122
Email: info@fwcchicago.com
Website: www.fwcchicago.com

Hispanic American Construction Industry Assoc.
650 W. Lake St., Unit 415
Chicago, IL 60661
Phone: (312) 575-0389
Email: jgomez@haciaworks.org
Website: www.haciaworks.org

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

City of Chicago: Department of Procurement Services
Assist Agency List for Small, Minority, and Women Owned Businesses
Phone: (312) 744-4900
Website:
https://www.chicago.gov/city/en/depts/dps/supp_info/city-of-chicago-assist-agencies.html

ELECTED OFFICIALS:

U.S. Congressman Bobby Rush (1st District)

District Office:
11750 South Western Avenue
Chicago, IL 60643
Phone: (773) 779-2400
Website: <http://rush.house.gov/>

Alderman Pat Dowell, 3rd Ward

5046 South State Street
Chicago, Illinois 60609
Phone: (773) 373-9273
Email: ward03@cityofchicago.org
Website:
<https://www.chicago.gov/city/en/about/wards/03.html>

U.S. Congressman Danny Davis (7th District)

District Office:
2815 W. Fifth Avenue
Chicago, Illinois 60612
Phone: (773) 533-7520
Website: www.davis.house.gov/

Alderman Sophia King, 4th Ward

435 East 35th Street, 1st Floor
Chicago, Illinois 60616
Phone: (773) 536-8103
Email: ward04@cityofchicago.org
Website: <https://www.chicago.gov/city/en/about/wards/04.html>

State Senator Mattie Hunter (3rd District)

District Office:
2929 S. Wabash Avenue, Suite 102
Chicago, IL 60616
Phone: (312) 949-1908
Email: senator03district@gmail.com
Website:
<https://www.ilga.gov/senate/Senator.asp?MemberID=2808>

Alderman Nicole Lee, 11th Ward

3659 S Halsted St, Chicago, IL 60609
Phone: (773) 254-6677
Email: ward11@cityofchicago.org
Website:
<https://www.chicago.gov/city/en/about/wards/11.html>

State Senator Robert Peters (13th District)

1304 East 47th Street
Suite 205
Chicago, IL 60653
Phone: (708) 730-4283
Email: info@senatorrobertpeters.com
Website:
<https://www.ilga.gov/senate/Senator.asp?MemberID=2934>

Alderman Jeanette B. Taylor, 20th Ward

5707 S. Wentworth
Chicago, Illinois 60621
Phone: (773) 966-5336
Email: ward20@cityofchicago.org
Website:
<https://www.chicago.gov/city/en/about/wards/20.html>

State Representative Sonya Harper (6th District)

4926 South Ashland
Chicago, IL 60609
Phone: (773) 925-6580
Email: repsonyaharper@gmail.com
Website: <https://www.ilga.gov/house/Rep.asp?MemberID=2281&GA=99>

Alderman Brian Hopkins, 2nd Ward

1400 North Ashland
Chicago, IL 60622
Phone: (312)643-2299
Email: ward02@cityofchicago.org
Website: www.cityofchicago.org/city/en/about/wards/02.html

XI. EQUAL EMPLOYMENT OPPORTUNITY

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

XII. INABILITY TO MEET M/WBE GOALS

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

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

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

CONTRACTOR: _____

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.

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

Appendix A

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

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

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

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

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

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

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

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

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

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

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

(7) The contractor will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding

Appendix

upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (i) To file on or before May 31 of each year, or within 30 days of accepting this contract or order, if not presently filed, Standard Form 100 (EEQ-1); and
 - (ii) To develop and maintain an affirmative action program, if it has not done so already, for each of its establishments within 120 days from commencement of this contract and/or purchase order pursuant to Order No. 4 as revised.
- (b) The Contractor hereby certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and it will obtain similar certification, prior to award of any non-exempt subcontract approved hereunder.
- (c) During the performance of this contract, Contractor agrees to comply with all applicable provisions of Section 503, Title V, of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as the same may be from time to time amended, together with all applicable regulations there under.
- (d) During the performance of this contract, the Contractor agrees to comply with all applicable provisions of Section 503 of the Rehabilitation Act of 1973 (Public Law 93-5161) as the same may be from time to time amended, together with all applicable regulations there under.
- (e) Contractor further agrees that to the extent the same may be accomplished consistent with the efficient performance of this contract, Contractor shall make a good faith effort to award any approved subcontracts under this agreement to "labor surplus area concerns", "small business concerns" and "minority business enterprises" as such terms are defined under applicable federal laws, rules, and regulations; and such effort by Contractor may be a condition of University's approval of any such subcontract.
- (f) During the performance of this contract, Contractor agrees to comply with all applicable provisions of the Clean Air Act of 1970, as the same may be from time to time amended, together with all applicable regulations there under.
- (g) During the performance of this contract, Contractor agrees to comply with all applicable provisions of the Federal Water Pollution Control Act, as the same may be from time to time amended, together with all applicable regulations there under.
- (h) Where the product is or includes in any way computer software, hardware or programs or telecommunication systems or equipment, the Contractor warrants that each product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries (including, but not limited to, between the dates 12/31/1999 and 01/01/2000 and leap year calculations) when used in accordance with the product documentation provided by the Contractor, with the date field contiguous e.g., "mm/dd/yyyy" and year (yyyy) date specified as four characters. If the contract requires that the products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. Notwithstanding any provision to the contrary in the contractor's standard warranty provisions or any other provision in or applicable to this contract, the remedies available under this Year 2000 Warranty shall include repair or replacement of any non-compliant product. Nothing in this warranty shall be construed to limit, any rights or remedies under this contract with respect to defects other than Year 2000 performance.



PROCUREMENT SERVICES DEPARTMENT

Procurement Services
3424 S. State Street, TC-4
Chicago, Illinois 60616
(312) 567-3328

SUBJECT: VENDOR PAYMENT TERMS, FOB POINT, AND FREIGHT

Invoice Payment Terms - Illinois Institute of Technology's (Illinois Tech) purchase orders are issued under payment terms of: **Net forty-five days (N/45) from date of receipt of an accurate invoice.** Acceptance of Illinois Tech's purchase order confirms acceptance of these terms.

PLEASE NOTE: ANY VARIANCE FROM ILLINOIS TECH'S STANDARD PAYMENT TERMS MUST BE REQUESTED THROUGH AND APPROVED BY ILLINOIS TECH'S PROCUREMENT SERVICES.

Vendors can expedite payment of invoices and bills by examining all purchase orders issued by Illinois Tech to assure that pricing and terms match each specific transaction. Contact the Illinois Tech Procurement Services prior to shipping goods or performing services if the Illinois Tech Purchase Order does not agree with the vendor offer. Address all communications to Procurement Services and refer to the Illinois Tech purchase order number. No changes or additions may be made unless duly authorized by Procurement Services. Provide invoice to Procurement Services Accounts Payable in duplicate, immediately after shipment of any part of order. The discount period shall be calculated from the date of Illinois Tech Accounts Payable's receipt of an accurate invoice or acceptance of material, whichever is later.

The university's purchasing procedure requires the issuance of official Illinois Tech's purchase orders for most acquisitions of products and services. Purchase orders are always presented to vendors via email and all purchase order numbers begin with the letter "P" followed by seven digits.

Invoices submitted for payment must show the university's official purchase order number to be processed. **All invoices and statements should be sent directly to:**

ILLINOIS INSTITUTE OF TECHNOLOGY

Accounts Payable Department

3424 S. State Street, TC-4

Chicago, Illinois 60616

The university's shipping and handling terms are:

F.O.B. Delivered; freight prepaid and added to invoice.

Any different F.O.B. points and freight payment arrangements are accepted only if specifically agreed to beforehand and accepted as indicated on the official Illinois Tech purchase order. C.O.D and Freight Collect terms are not allowed.



Procurement Services

SUBJECT: CERTIFICATES OF INSURANCE

Dear Contractor:

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

Madeline Olszak
Director, Procurement Services
312.567.7992
molszak@iit.edu

APPENDIX C

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/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.

APPENDIX D

AGREEMENT FOR CUSTODIAL CLEANING SERVICES

This Custodial Cleaning Services Agreement (“Agreement”) is entered into and made effective this ___ day of _____, 202___, 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 custodial cleaning services (collectively, “Services”). These Services are to be provided to certain of IIT’s Buildings (collectively, “Buildings”), as identified on Exhibit A which are attached to and made part of this Agreement.

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

2. Term

The term of this Agreement shall commence on June 1, 2024 (“Commencement Date”) and shall expire on May 31, 2027 (“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 two (2) 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 renewed for an additional option year, and all terms and conditions of this Agreement shall remain the same. With respect to any option term, any change in the terms of this Agreement, including, but not limited to, the scope of Services or Pricing Schedule, may only be made by a written amendment to this Agreement executed by the parties.

4. Service Standards

Contractor represents and warrants that it shall provide the Services in compliance with all applicable laws and the standards, specifications, duties and schedules (collectively “Service Standards”) stated in the Exhibit A. Contractor further represents and warrants that it shall perform the Services in accordance with generally accepted industry standards and practices. Except as provided in Section 6 below, IIT reserves the right to

modify (meaning to reduce, eliminate or modify in a non-substantial way) any part of the Service Standards without additional charge by Contractor, provided that IIT must notify Contractor in writing of any such modification at least twenty-four (24) hours before such modification is to become effective.

5. The Pricing Schedule

IIT shall pay Contractor in accordance with the cost items set forth in Exhibit B. This Price Schedule is based on service description 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.

The price schedule may be revised from time to time as IIT and Contractor agree on service level adjustments, based on field observations. A new price schedule may be made effective by mutual agreement of IIT and contractor via electronic submission to the administrative contacts identified in section 19 below.

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

6. Additional Services

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

In the event that IIT accepts Contractor’s bid to provide the Additional Services, the Contractor’s accepted bid, including any mutually acceptable changes thereto, shall become Exhibit A-1 to this Agreement, and all other terms and conditions of this

Agreement shall remain unchanged and shall govern Contractor's provision of the Additional Services. Contractor shall include in its monthly invoice, as provided in Section 5, its charges for the Additional Services, as set forth in Exhibit A-1, and shall identify those charges as "Additional Service Charges." (For purposes of this Agreement, all provisions, requirements and obligations applicable to the Services shall, by this statement, automatically be deemed applicable to any requested and agreed to Additional Services.)

7. Incident Reports

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

8. Equal Employment Opportunity

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

9. Contractor's Employees

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

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

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

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

10. Management Employees

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

11. Performance Evaluations and Reporting

The parties' Contact Persons shall meet no less than monthly to evaluate Contractor's performance based on the Service Standards. 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 quarterly 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 read it; and the employees' signatures, attesting that they understand their obligation to comply with this obligation. Contractor agrees to provide IIT evidence of the foregoing upon request.

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

18. Termination

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

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

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

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

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

19. Notice

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

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

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

Illinois Institute of Technology
Machinery Hall, Room 200
100 W. 33rd Street
Chicago, IL 60616
Phone: _____
Email: _____

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:

Vice President for Administration

With a copy to:

Vice President & General Counsel

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: _____