Illinois Institute of Technology – Request for Proposal for Campus Security Services

Illinois Institute of Technology (IIT)
REQUEST FOR PROPOSAL: CAMPUS SECURITY SERVICES

TO: Potential Respondents
FROM: Office of the Vice President for Administration, Illinois Institute of Technology
DATE: March 2, 2022
SUBJECT: Campus Security Services

Illinois Institute of Technology (“IIT”) is soliciting proposals from responsible vendors for Campus Security 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 is seeking proposals from all qualified vendors of Campus Security Services to implement a security services program designed to:

- Ensure that the University’s campuses are safe, as measured by actual statistics and by the perception of safety in the eyes of our students, faculty, staff, and visitors;
- Track and report crime statistics as required by and in accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the “Clery Act”);
- Present an engaged, customer-focused security presence;
- Reduce the risk of loss due to theft of property belonging to IIT, its students, employees, and guests;
- Deter, or minimize, the risk of loss due to trespass, robbery, burglary, and vandalism;
- Investigate and conduct inquiries into any known or suspected occurrences of any such loss;
- Detect and discover any such incidents or occurrences;
- Reduce the risk of loss or injury due to the unruly, threatening, or disruptive conduct of persons, including, but not limited to students, present on IIT property and to investigate in a full and appropriate manner any such incident; and
- Provide a report to IIT of each such incident or occurrence;
- Initiate contact with the Chicago Police Department and other municipal agencies as required;
- Offer training and information sessions annually at each IIT campus to address faculty and staff questions/concerns about safety on campus, incidents, active shooter training/drills, and other relevant topics;
- Manage and operate the University’s nighttime escort service for its students; and

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- Assist in the planning and implementation of emergency operations exercises.

The selected firm will develop and produce department operating policies and procedures, which will document the security service program to be implemented in a manner consistent with University policies and applicable law, including the Clery Act.

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 a 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 a 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. “Pricing Worksheet.” This Form requires a signature of an authorized representative of the respondent and the respondent's proposal for providing the Services. Proposals must contain this completed Worksheet.

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.
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 1, 2022

C. NUMBER OF COPIES: Submit one signed electronic copy of the complete proposal. Contractor 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 Campus Security Services Proposal 2022. Send an electronic copy of the proposal via email. Email subject shall be as follows: Contractor Name – Campus Security Services Proposal 2022. Electronic copy to include the completed Microsoft Excel version of pricing Appendix E.

D. PROPOSAL FIRM TIME: 120 days from opening.

E. MANDATORY INFORMATION MEETING/CAMPUS TOURS:
   Failure to attend the mandatory information meeting/campus tours may prevent your proposal from being evaluated.

   Location: Bronzeville Campus (Mies)
   Date: March 10, 2022
   Time: 9:00am - 3:30pm; Lunch Intermission: 12:00pm - 1:15pm
   Please RSVP by Tuesday, March 8, 2022 to Dana Royal, royal@iit.edu

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

   Location: West Loop/"Downtown" Campus (Conviser Law Center)
   Contact: Dawn Rupcich, drupcich@kentlaw.iit.edu

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

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

R. VENDOR CONTACT: We will consider the person who signed your proposal to be your contact person for all matters pertaining to the proposal unless you designate some other person in writing.

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

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

U. CRITERIA FOR EVALUATION AND AWARD: 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 campus security, incorporating best practices and innovation in safety and security. 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, patrol strategy, equipment resources, officer and leadership engagement with students, faculty, staff, and visitors. Maintaining the necessary level of professionalism among officers, supervisors, 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 officers. Provides competitive compensation package for officers.
- **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
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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 Paragraph 23 of Appendix D.

X. CONTRACT EXECUTION: The winning vendor will be expected to execute a contract that is \textit{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 Paragraph 3(i) 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)

SECURITY CONTRACT FORM: See Appendix D (attached)
II. Solicitation Response Requirements

IIT is a private, Ph.D. granting research and teaching university with a fall 2021 enrollment of about 6,500 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. Campus Security Service is required in varying degrees at IIT’s four campus locations.

The Office of the Vice President for Administration (“OVPA”) has responsibility for oversight of campus security and emergency response. OVPA currently outsources its campus security services. The campus security services are designed to reduce the risk of loss due to theft of property belonging to the University, its students, employees, and guests. OVPA expects that the successful bidder would assume responsibility for the campus security services within 60 days of a signed contract. It is expected that the service provider would work with OVPA to provide a seamless transition and ensure continuity of the safety of the campus community. The selected firm will report directly to the Vice President for Administration.

Please note that IIT requires the use of armed officers in the execution of its campus security services.

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

1. 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 and ability to comply with the requirements of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the “Clery Act”), which is codified at 20 U.S.C. § 1092(f), with implementing regulations in the U.S. Code of Federal Regulations at 34 C.F.R. 668.46.

2. Four or more references, including at least two institutions of higher education. Only include references that may be contacted at our discretion. Provide your tenure for each reference.

3. Description of your firm’s management approach, including officer recruitment, training, and retention. Discuss how your officers will be managed on a day-to-day basis. Also address communication, patrol strategy, equipment resources, officer and leadership engagement with students, faculty, staff, and visitors. Maintaining the necessary level of professionalism among officers, supervisors, and leadership.

4. A detailed description of officer training and development, including initial training period as well as annual training requirements. This should include the length of time to supply armed officers. Proposers should consult Section 29 of the Appendix D for requirements regarding CPR, AED, and first aid training. Your cost proposal should include sufficient time for each officer to be trained during straight time.

5. Describe your firm’s ability to provide officers for special events and emergencies.
6. Description of your relationship with local law enforcement agencies, such as the City of Chicago Police Department, the City of Chicago Fire Department, and the Office of Emergency Management and Communications.

7. Brief resumes or biographies of the key members of the team that would be assigned to IIT.

8. Description of the ways in which your firm will incorporate best practices in campus security, 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 (for example, the use of patrol vehicles with enhanced fuel economy).

9. The completed Campus Security RFP Workbook, which contains four worksheets:
   a. Instructions: Workbook Instructions
   b. Company Profile: Summary of key company data. This worksheet must be completed.
   c. Current Staffing & Rates: Specifies our current staffing profile across all campuses. You must provide billing rates in the cells indicated based on this profile. Provide rates for years 1-5 in the event that a multi-year contract is executed.
   d. Proposed Staffing & Rates: At your discretion, you may propose an alternative staffing profile and associated billing rates based on your review of this proposal and your visit to each campus.

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 Appendix A. Include your ability to recruit officers within the local community.

13. A summary of your firm’s commitment to cultural competence and building community. Please refer to Appendix D: Section 6b for additional information.

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

15. Any other information you deem appropriate.

All responses to this request for proposal are due no later than 12:00pm on April 1, 2022. Please limit your written response to no more than 30 pages, excluding resumes of key people and the Campus Security 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.
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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**

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<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>March 2, 2022</td>
<td>RFP posted to IIT Procurement Services Website</td>
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<tr>
<td>March 10, 2022</td>
<td><strong>Mandatory</strong> Pre-Proposal Information Meeting/Bronzeville Campus Tour</td>
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<tr>
<td>March 18, 2022</td>
<td>Vendor follow-up questions due</td>
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<tr>
<td>March 22, 2022</td>
<td>Follow-up question answers issued to all participants</td>
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<tr>
<td>April 1, 2022</td>
<td>Proposals due by 12:00PM</td>
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<tr>
<td>April 11 - 15, 2022</td>
<td>Selected firms invited to Illinois Tech for 60-minute meeting with Selection Committee</td>
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<tr>
<td>June 1, 2022</td>
<td>Planned start date of contract</td>
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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
PROPOSAL FORM

PROJECT: CAMPUS SECURITY 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: SECURITY CONTRACT FORM
   k. Appendix E: CAMPUS SECURITY 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.
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 Business Development Council (CMBDC), State of Illinois - Department of
Transportation (IDOT), Small Business Administration (SBA-8A), and the Women's Business Development Center.

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

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

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

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

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

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

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

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

II. STATEMENT OF INTENT AND PROGRAM IMPLEMENTATION

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

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

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

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

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

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

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

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

IV.  EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. RECORD KEEPING

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

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

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

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

IX. **MBE AND WBE CONTRACTOR ASSISTANCE**

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

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

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

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

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

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

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

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

**AGENCIES:**

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

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

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

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

**Directory of Certified, Disadvantage Minority and Women Business Enterprise**  
**Department of Procurement Services**  
Certification and Compliance Division  
121 North LaSalle Street Room 403  
Chicago, IL 60602  
Phone: (312) 744-4900  
Website: www.cityofchicago.org/city/en/depts/dps/provdrs/cert.htm
Cosmopolitan Chamber of Commerce  
30 East Adams  
Chicago, IL 60603  
Attn: Carnice Carey, Executive Director  
Phone: (312) 499-0611  
Fax: (312) 701-0095  
Email: ccarey@cosmochamber.org  
Website: www.chamberofcommerce.com/chicago-il/10412864-cosmopolitan-chamber-of-commerce

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

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

Women’s Business Development Center  
8 S. Michigan Ave., #400  
Chicago, Illinois 60603  
Phone: (312) 853-3477  
Fax: (312) 853.0145  
Email: wbdc@wbdc.org  
Website: www.wbdc.org/

Chicago Anchors for a Strong Economy  
Kathryn Yaros  
Anchor Relationship Manager  
World Business Chicago  
Phone: (312) 763-3653  
Email: kyaros@worldbusinesschicago.com  
Website: www.worldbusinesschicago.com/
Elected Officials:

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

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

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

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

State Senator Mattie Hunter (3rd District)
District Office:
2929 S. Wabash Avenue, Suite 102
Chicago, IL 60616
Phone: (312) 949-1908
Fax: (312) 949-1958
Email: senator03district@gmail.com
Website: www.senatorhunter.com

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

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

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

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

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

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

XII. INABILITY TO MEET M/WBE GOALS

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

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

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

FORM 100
MBE/WBE supplier/subcontractor utilization
IIT

CONTRACTOR:______________________

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

<table>
<thead>
<tr>
<th>Trade</th>
<th>Description of Work</th>
<th>Furnish</th>
<th>Install</th>
<th>Firm Name and Address</th>
<th>Certification Agency**</th>
<th>M.B.E.</th>
<th>W.B.E.</th>
<th>Amount ($)</th>
<th>% of Contract</th>
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CONTRACT VALUE=____________________________

M.B.E. ($)____________________________
M.B.E. (%)___________________________
W.B.E. ($)____________________________
W.B.E. (%)____________________________

SIGNED:____________________________
TITLE:____________________________
DATE:____________________________
CONTRACTOR: __________________________
IIT

SUMMARY OF AWARDS

**ATTACH COPIES OF CERTIFICATES

CONTRACT VALUE = __________________________

M.B.E. ($) __________________________
M.B.E. (%) __________________________
W.B.E. ($) __________________________
W.B.E. (%) __________________________

SIGNED: __________________________
TITLE: __________________________
DATE: __________________________
FORM 100M
Illinois Institute of Technology
Chicago, Illinois
MBE/WBE AWARD VERIFICATION
(To be Completed by MBE/WBE Firm)

Company: ___________________________________ MBE(  ) WBE(  )

Address:
________________________________________
________________________________________
________________________________________

Telephone: __________________________________

Contact Person: ________________________________

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

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

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

Name of prime contractor: ____________________________________________

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

___________________________________________
Name

___________________________________________
Title

___________________________________________
Date
Appendix A

THES 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 then the time of delivery, with a Material Safety Data Sheet (MSDS) for each item. These sheets must contain information regarding the composition of the material, physical data, health hazard data and safety and emergency procedures for handling such material.

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

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

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

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

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

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

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

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

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

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

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

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

(i) To file on or before May 31 of each year, or within 30 days of accepting this contract or order, if not presently filed, Standard Form 100 (EEQ-1); and
(ii) To develop and maintain an affirmative action program, if it has not done so already, for each of its establishments within 120 days from commencement of this contract and/or purchase order pursuant to Order No. 4 as revised.

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

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

(d) During the performance of this contract, the Contractor agrees to comply with all applicable provisions of Section 503 of the Rehabilitation Act of 1973 (Public Law 93-516) as the same may be from time to time amended, together with all applicable regulations thereunder.

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

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

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

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

Rev. 1/23/2019
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

Rev. 02/14/22
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)


____________________________________________________
(Signature and Title of Authorized Official)

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

IIT (11/18)
SECURITY SERVICES AGREEMENT

by and between

and

ILLINOIS INSTITUTE OF TECHNOLOGY

for

Illinois Institute of Technology
Bronzeville Campus (Mies)
West Loop/“Downtown” Campus (Conviser Law Center)
Bedford Park Campus (Moffett)
Wheaton Campus (Rice)
Appendix D

SECURITY SERVICES AGREEMENT

By and between

______________________________

And

ILLINOIS INSTITUTE OF TECHNOLOGY

THIS SECURITY SERVICES AGREEMENT (the “Agreement”) is entered into this ____ day of __________ 20__ by and between ____________________________ (hereinafter referred to as "Company") and Illinois Institute of Technology (hereinafter referred to as "Client") located at (collectively, the “Locations” and each a “Location”): the Bronzeville campus, 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 (the “Mies Campus”); its West Loop/“Downtown” campus located at 565 West Adams Street, Chicago, Illinois (the “Conviser Law Center”); its Bedford Park campus located at 6502 South Archer Road in Bedford Park, Illinois (the “Moffett Campus”); and its Wheaton Campus, Daniel F. and Ada L. Rice, located at 201 East Loop Road, Wheaton, Illinois (the “Rice Campus”).

WHEREAS, Client desires to contract with Company to provide security personnel at the Locations listed above pursuant to the terms and conditions set forth herein; and

WHEREAS, Company is an independent contractor which is duly incorporated under the laws of the State of Illinois and is fully licensed and authorized to provide contract security, security services, and private detective services; and

WHEREAS, Company desires to develop, install, and maintain such a comprehensive security services program at the Location.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. RECITALS: The recitals and preamble herein above set forth are constituted and made a part of this Agreement.

2. SERVICE DATE: Service under the terms of this Agreement shall commence on the ___ day of ______________ 20__, ("Commencement Date") and continue until ___ day of ______________ 20__ or until notice of termination is given by either party as outlined in Paragraph 3, whichever is sooner ("Expiration Date")
3. **TERMINATION:** The parties understand and agree that this Agreement may be terminated prior to the Expiration Date as follows:
   (i) Client may, at any time, cause this Agreement to be terminated, with or without cause or liability, by providing the other party at least sixty (60) days’ prior written notice; and
   (ii) Either Client or Company may terminate this Agreement upon a default of this Agreement. The occurrence of any of the following shall constitute a default: (a) Client or Company fails to perform any provision of this Agreement and such failure is not cured within ten (10) days after written notice from the non-defaulting party, or (ii) any voluntary or involuntary proceedings are filed by or against Client or Company under bankruptcy, insolvency or similar laws and, in case of any involuntary proceedings, are not dismissed within 30 days after filing.

4. **SECURITY SERVICES TO BE PROVIDED:** The parties understand and agree that Company shall assign Security Officers to provide Security Services for Client at the Locations, as set forth in Attachment 1.

5. **SUPERVISION:** Company shall provide an Account Manager to supervise the performance of Security Services at the Locations. As a salaried position, this position is inclusive of vacation, sick time, holidays, and additional hours the Manager may work for administration purposes.

6. **SECURITY SERVICES DEFINED:**
   a. Company, acting as an independent contractor and not as an employee of the Client, and using reasonable and customary care consistent with industry standards, shall implement, install, staff, manage and otherwise maintain a security service program as defined in this Agreement and all attachments which are hereby incorporated by reference (collectively, the “Security Service Program and the elements thereof a “Security Service”). The general nature of the security services program shall be designed (i) to reduce the risk of loss due to theft of property belonging to Client, its employees, its visitors and members of its staff; (ii) to deter, or minimize, the risk of loss due to trespass, burglary, and vandalism; (iii) to investigate and conduct inquiries into any known or suspected occurrences of any such loss; (iv) to detect and discover any such incidents or occurrences; (v) to reduce the risk of loss and injury due to the illegal, unruly, threatening, or disruptive conduct of persons present about, on or at the Locations; (vi) to investigate and conduct inquiries into any known or suspected occurrence of the type described in (v), including, but not limited to, matters of sexual misconduct, as such term is defined in the IIT Student Handbook, the current version of which is at https://web.iit.edu/student-affairs/handbook ; and (vii) to provide a report to Client of each such incident or occurrence. Company will develop and produce department operating policies and procedures, which will document the security service program to be implemented by Company. The “Department Operations Manual” shall be consistent with and meet the requirements of any laws applicable to the delivery and provision of security services on a university campus, including, but not limited to, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the “Clery Act”), which is codified at 20 U.S.C. § 1092(f), with implementing regulations in the U.S. Code of Federal Regulations at 34 C.F.R. 668.46, and submitted to Client for review and comment.
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b. Contractor shall implement a Cultural Competence plan and training that is consistent with Illinois Law Enforcement Training and Standards Board Approved Guidelines for all of its staff. The Contractor is expected to render Services that are sensitive to the unique cultural and socially diverse profile of Illinois Tech. The Contractor shall annually update the Cultural Competence Plan and submit the updates to Illinois Tech for review and approval. The Contractor shall meet no less than monthly with Illinois Tech staff and students to discuss how to develop and sustain positive officer-student relations on campus, address concerns or inquiries, identify global or local issues and events that may impact officer-student relations on campus or in local communities, and understand how public safety functions in response to campus safety issues.

c. Prevention of crime is desirable but is not a guaranteed promise, term or condition of this Agreement. The security services program developed by Company based on a fixed budget determined by Client is designed to reduce, deter, or minimize the risk of loss. Company neither guarantees nor warrants any occurrence or incident will be detected, deterred or averted. Nothing herein shall be construed as a guarantee or warranty that Company will stop or prevent the commission of criminal activity. Provided, however, nothing in this provision is intended to, and shall not be deemed to, reduce or limit Company’s obligation to use reasonable and customary care consistent with industry standards in implementing, installing, staffing, managing and otherwise maintaining the security service program.

d. Company does not assume responsibility for the protection of persons from criminal acts, acts of nature, war or terrorism. It is expressly agreed that Company is not assuming a duty to protect persons on the premises and Company expressly disclaims all liability for injury and damages sustained by any person as a result of criminal acts or other acts of third parties. Provided, however, nothing in this provision is intended to, and shall not be deemed to, reduce or limit Company’s obligation to use reasonable and customary care consistent with industry standards in implementing, installing, staffing, managing and otherwise maintaining the security service program.

e. All services that are to be rendered by Company shall be provided in accordance with Illinois law. Where appropriate, Company shall notify the local law enforcement agencies of any incident, including incidents involving a motorized vehicle, which occur at the Locations. If necessary, Company shall attempt to maintain order and provide assistance until the authorities arrive. In addition, Company shall attempt to enforce those Client policies and procedures of which it has actual knowledge and which relate generally to the maintenance of good order.

f. Client shall retain the right to request an increase or a decrease in the number of individuals assigned by Company to provide security services. The Client may increase or decrease the hours of such coverage and specify the location(s) of such coverage; all such modification requests shall be submitted in writing to Company. A decrease in billable hours of 25% or more requires a 30 days written notice prior to commencement and is subject to renegotiation of the established hourly billing rates. Such terms will be negotiated between the parties at the time of written notice.
7. OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

a. **Proprietary Information:** The Department Operations Manual, and all other policies and procedures relating to the Security Services are the sole and exclusive property of Company. Client shall have no rights or interest therein. Client acknowledges and agrees that upon the termination or expiration of this Agreement, Company may remove from the premises all personal property of Company, including, but not limited to, computers, software, the Department Operations Manual, and files relating to the Security Services performed by Company for Client. Notwithstanding any other provision of this Paragraph 7, Incident Reports, as defined in Paragraph 21, and such other materials necessary for Client to demonstrate compliance with applicable federal and state laws are not intended to be, and shall not be, subject to this Paragraph 7a.

b. **Confidentiality of Company’s Business Information:** Client acknowledges and agrees that all of the Department Operations Manual, Company’s billing rates, pay rates for Company’s security officers and other business and financial information regarding the operations of Company which is reasonably and customarily treated as confidential information on Client’s premises, is confidential and proprietary to Company and is not otherwise available to third parties (the “Confidential Information”). Client agrees that it shall maintain such Confidential Information in strictest confidence and, during the term of this Agreement and for a period of two (2) years thereafter and shall not disclose any such Confidential Information to any third party without the prior written authorization of Company unless necessitated or required by law. Client shall have no duty to maintain Confidential Information in confidence if the same enters the public domain through no fault of Client or is made known to Client by a third party not known by Client to be under a duty of confidentiality.

8. **COVERAGE:** Company shall assign Security Officers to provide coverage as heretofore set forth in Paragraph 4 of this Agreement, or as such coverage may be subsequently modified by Client pursuant to its retained right to so modify as set forth in Paragraph 6e of this Agreement. Company and Client agree that each person assigned to duties is entitled to scheduled breaks and a lunch period as per the laws of the State of Illinois and, if applicable, the Collective Bargaining Agreement between Company and ---------------------------------------------. Said breaks are billable services to the Client.

9. **SECURITY OFFICERS:** Each Security Officer assigned to duty at Client’s Locations shall be of neat and clean appearance and shall be properly uniformed. Further, each such Security Officer shall be properly trained and shall competently carry out his/her assigned duties, i.e., there shall be no loafing, slacking, sleeping, or lack of attentiveness by a Security Officer while he/she is on duty. Further, each such Security Officer shall at all times be polite and courteous to Client, their associates, customers, etc.

10. **GENERAL SECURITY OFFICER QUALIFICATIONS:**
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a. All personnel providing security services pursuant to this Agreement shall meet the requirements of Public Act 93-0438, The Private Detective, Private Alarm, Private Security, and Locksmith Act of 2004, as the same has been and may be amended from time.

b. In addition, all such personnel shall:
   i. be physically able to perform their assigned duties on behalf of Client;
   ii. understand and comply with all instructions, regulations, orders, and shall be able to prepare neat, clear reports;
   iii. acquire a good working knowledge of all the duty requirements of a security officer within the terms of this Agreement;
   iv. be in the approved uniform, all of the same color and style, at all times while on duty;
   v. present, at all times on duty, sober, clean, neat appearance, including neatness of all facial and head hair;
   vi. avoid reading, playing of radios, utilizing cell phones and other electronic devices for non-security reasons, social visiting or unnecessary conversation not related to their duties;
   vii. be at all times attentive to duty and alert for disturbances, theft of materials or property, loitering, and/or other problems brought to their attention by Client staff;
   viii. perform all duties and routines as specified in this Agreement;
   ix. pass a pre-employment background investigation to be conducted by Company, the results of which must be submitted for review to designated staff of Client, upon request;
   x. be able to communicate well with the public;
   xi. be a high school (GED accepted) graduate; and
   xii. be at least twenty-one (21) years of age.

11. **FIREARMS AND WEAPONS:** All public safety officers who have completed their probationary period, shall be qualified to carry firearms, will carry such firearms when assigned to the Locations, though Client reserves the right to not have officers at a particular Location, and will be in compliance with Illinois law and local ordinances regarding firearm training and registration. Authorized personnel may also carry other defensive weapons, i.e. pepper spray; provided that Client and Company have agreed to the same in advance and any personnel so authorized shall have completed any required certification in the proper use of such weapon from an accredited source.

12. **INVOICING AND PAYMENTS:**

a. Company shall render invoices to Client on or about the fifth (5th) day of each month, covering Security Services provided during the previous month just ended. Client shall pay the undisputed portion of each such invoice within forty-five (45) days of receipt. Client payment may be issued within thirty (30) days of valid invoice receipt if Company arranges for ACH payments. Each invoice shall include detailed time and attendance records for each Security Officer assigned during the period covered by the invoice. Client shall not be required to pay for
any designated Security Services coverage for any time during which the Security Officer was not present and acting.

b. Client may in good faith dispute any portion of an invoice by providing Company with a written explanation specifying the amount in dispute and the reason for the dispute by the payment due date. In all cases, the parties shall use good faith efforts to resolve any dispute as practicably as possible. Any amounts determined owed, together with interest, if any, thereon as provided above, shall be paid within ten (10) days of the date on which the dispute is resolved.

13. **BILLING RATES**: The billing rates for all Security Services are contained in Attachment 2 of this Agreement. The applicable hourly billing rate shall apply to all services specified in Attachment 1 of this Agreement, except for Special Details and other Client location coverage, which will be billed at the overtime rate (see Paragraph 14). Rates are guaranteed for the period specified in Attachment 2 and are subject to renegotiation thereafter, provided that any increases in the hourly billing rates will be based on cost increases in the Collective Bargaining Agreement between Company and ____________________. During the terms of this Agreement, adjustments to governmental taxes, fees or other charges required by law, will be passed through to the client and shall modify the rates in Attachment 2.

14. **OVERTIME**: All authorized overtime shall be invoiced to Client at a rate equal to one and one-half (1-1/2) times the base rates set forth in Paragraph 13 hereof. An overtime rate shall be invoiced for all Security Services that exceeds those weekly hours specified in Paragraph 4 and Attachment 1. It is further understood and agreed that only the President or a Vice President of Client may authorize overtime. The foregoing notwithstanding, in the event there exists a reasonable risk to the health and safety of the Locations and Client’s employee, students and visitors and the President or a Vice President of Client cannot be contacted, then the ___________ for Company, in his or her reasonable judgment, may authorize such overtime as shall be appropriate to Client’s best interests given the circumstances. In no event shall Client be invoiced any overtime incurred as a result of an on-duty Security Officer not being timely relieved by the Security Officer assigned to that location for the succeeding work shift. Further, Company shall not permit any Security Officer to leave his/her assigned location until he/she is replaced by a Security Officer assigned to relieve him/her at that location. In addition to authorized overtime as set forth herein, the parties understand and agree that all Security Services performed on Christmas Day, New Year's Day, Easter Sunday, Memorial Day, Labor Day, Independence Day and Thanksgiving Day shall be considered as approved overtime and shall be invoiced to Client at two (2) times the base rates set forth in Paragraph 13 for all employees paid at double time. Employees paid at the regular overtime rate of one and one-half (1.5) times the base rates set forth in Paragraph 13 will be billed at the regular overtime rate. A detailed breakdown will be included for each holiday billing.

15. **RIGHT TO REJECT SECURITY OFFICERS**: Client shall, at all times, have the right to reject, with or without cause, but consistent with state and federal law, any Security Officer(s) assigned to duty at Client’s Location, and in any such instance, Company shall, promptly after being notified in writing of any such rejection, provide a satisfactory replacement.
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16. TRAINING:

a. Standard Training. Every Security Officer assigned to duty at Client’s Location by Company shall be competent and appropriately trained by Company in security, shall have or will complete the Company Training Academy, and in addition: (a) pre-service orientation; (b) field training, provided that no Security Officer shall be assigned sole duties at one of the Locations, until he or she has undergone field training, (c) classroom training program; and (d) in-service training program. Further, Company shall provide training as necessary to ensure that at all times there is at least one Security Officer present on the Mies (Main) Campus who has received competent and appropriate training in how to conduct an investigation of a sexual misconduct incident (as defined in Paragraph 6(a)). Each newly assigned Security Officer assigned to duties at Client’s Locations shall be assigned to forty (40) hours of on-the-job training. In addition, each Security Officer shall receive 8 hours, or such greater time that may be mandated by law, of annual refresher training that is required by the Illinois Department of Financial and Professional Regulations (IDFPR). Company shall schedule and provide requisite training as it deems appropriate consistent with its obligations under and the terms and provisions of this Agreement. It is expressly understood that Client shall not be billed for, and shall have no obligation to pay for, any hours during which a Security Officer is being trained. It is further expressly understood by the parties that the costs of all such training are reflected in the hourly rates specified in Attachment 2.

b. Additional Training. From time to time, during the term of this Agreement, Client may request a bid for additional training for Security Officers, meaning training that is not anticipated, required or otherwise called for in this Agreement (the “Additional Training”). If Client so desires any Additional Training, Client shall submit to Company an electronic or written request for a bid for such Additional Training. Upon such request, Company shall submit an electronic or written bid within five (5) business days following Client’s request. Company’s bid shall include its pricing for the Additional Training and any other special requirements needed to accomplish the Additional Training. Client may accept any bid so submitted by having a duly authorized officer of Client, meaning its President or any Vice President, sign the same and returning a copy thereof to Company. Any bids so accepted shall automatically become a part of this Agreement, and all other terms and conditions of this Agreement shall govern the provision of the Additional Training. As they are incurred, Company shall include in its monthly invoice(s), as provided in Section 12, charges for the Additional Training as set forth in Company’s bid and shall identify those charges as “Additional Training Charges.”

17. RADIO SYSTEM, VEHICLES & EQUIPMENT: Client shall be responsible for providing Company with a radio and/or cellular communications system and will assume all associated costs for the system. The radio equipment will remain the property of Client and at the termination of this Agreement, shall be returned to Client in good condition, with reasonable wear and tear expected. The parties understand and agree that Company shall provide six (6) vehicles for use as security vehicles at the premises. During the term of this Agreement, Company shall be responsible for operating and maintaining said vehicles, to include routine maintenance, gasoline, repair, consumables, insurance and a rental vehicle if needed. Client shall be invoiced monthly for all costs that Company actually incurs with respect to the maintenance
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and operation of the vehicles. Company shall at its discretion, lease or purchase said vehicles. Company will have the vehicles detailed and equipped as security patrol vehicles. The costs associated with marking and equipping the vehicle shall be the responsibility of Client. In addition to all other insurance that Company is required to maintain hereunder, Company shall maintain personal injury liability insurance coverage relating to the operation of said vehicle of no less than Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the annual aggregate covering bodily injury and property. Damage to any vehicle, which results from negligent operation by Company personnel, will be the responsibility of Company. Damage to any vehicle that is not the result of negligence on Company’s part will be the responsibility of Client to the limit of the insurance deductible amount. The insurance deductible shall not exceed $1,000 per occurrence.

18. SCREENING OF PROSPECTIVE SECURITY OFFICERS: Company shall use commercially reasonable efforts to investigate the employment suitability of each Security Officer before assignment to Client, and will employ only such individuals as appear consistent with industry standards reasonably qualified to serve as a Security Officer. The pre-employment process shall include controlled substance screening. All such investigation and screening costs shall be paid by Company. Company will comply with all applicable laws in the screening and hiring of Security Officers.

19. ALLEGATIONS OF MISCONDUCT BY SECURITY OFFICERS: Each and every allegation of misconduct involving an on-duty Security Officer assigned to Client’s Locations shall be promptly and thoroughly investigated by Company. Company shall provide Client with a written report of each such investigation. During the period of investigation (other than for minor infractions), the Security Officer involved shall be suspended from all duties at Client Locations, if requested by Client. Upon verification of the allegations (other than for minor infractions), the involved Security Officer’s services at Client Location shall be terminated, if requested by Client. The foregoing shall not, however, be interpreted so as to restrict, in any way, Client’s right to reject any Security Officer as set forth in Paragraph 15 of this Agreement.

20. POLICE AND FIRE DEPARTMENT RELATIONSHIPS: Company shall maintain good working relationships with the local Police and Fire Department officials with jurisdiction over each of the Locations.

21. INCIDENT REPORTS: Company shall provide complete, written reports of every “security incident” (each, an “Incident Report”) and shall promptly provide a copy of all such Incident Reports to Client if requested. As applicable, each Incident Report must be prepared in compliance with Clery Act requirements. All Incident Reports shall be deemed “works for hire” and shall be the exclusive property of Client. Company may, at its discretion, on behalf of Client, store all Incident Reports on Client’s premises (at no additional cost to Company) or, at Company’s expense, at such offsite storage location as Company may select; provided, however, all such reports must be readily, meaning within 48 hours of any request, available. Incident Reports may be maintained and stored electronically; provided that Client has reviewed and approved Company’s security protocols and back-up procedures with respect to such electronic storage. Prior to the Expiration Date of this Agreement, Company shall deliver all Incident
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Reports to Client at such location as Client will direct, provided that Client hereby agrees that Company may make (at its expense) and retain a copy of all such Incident Reports and use such Incident Reports for record keeping purposes, for the purpose of determining any continuing obligations hereunder and for other purposes required by law.

22. ARREST AND PROSECUTION: Client may prosecute any employee, visitor, or trespasser apprehended for commission of any criminal offense on Client’s property or against its personnel or visitors. Company shall act as the agent of Client when so directed by Client. Client shall reimburse Company, at the overtime hourly billing rates as set forth in Paragraph 13 and 14 of this Agreement, for all time spent by Company personnel in attending any such legal proceedings. Company, its agents, and officers, are appointed Special Agents of Client for the purpose of signing a "Criminal Complaint".

23. INSURANCE: Company shall maintain insurance coverage minimums outlined as follows and provide evidence of the required coverages as called for in subparagraph (f):

a. GENERAL LIABILITY INSURANCE: Company shall maintain a broad form policy of commercial general liability insurance, including, but not limited to, coverage for personal and extended bodily injury, products completed/operations, advertising injury, assault and battery, false arrest, property damage, contractual injury, and lost key, with a cross-liability endorsement and severability-of-interests clause in an amount not less than Twenty Million Dollars ($20,000,000). This coverage may consist of General Liability insurance and Umbrella and/or Excess insurance coverage to meet the stated minimum.

b. WORKERS’ COMPENSATION INSURANCE: Company shall maintain Workers’ Compensation Insurance in statutory amounts with minimum limits for Employers Liability of $1,000,000/$1,000,000/$1,000,000. The coverage required hereunder shall contain a waiver of subrogation in favor of Client.

c. FIDELITY BONDING: Company shall maintain, at its own expense, employee dishonesty 3rd party blanket fidelity coverage in the amount of One Million Dollars ($1,000,000) per claim with Client named as a joint loss-payee.

d. COMMERCIAL AUTOMOBILE INSURANCE: Company shall maintain such insurance in an amount not less than that specified in Paragraph 17 covering the use of all owned, non-owned, and hired automobiles. This coverage may consist of Automobile insurance and Umbrella insurance coverage to meet the stated minimum.

e. PROFESSIONAL LIABILITY INSURANCE: Company shall maintain a policy of professional liability (errors and omissions) commercially appropriate to security services/guards in an amount not less than $1,000,000.

f. The form of all such policies and deductibles hereunder shall be issued by insurers with an A.M. Best rating of “A-VIII” authorized to transact business in the State of Illinois. In addition, the coverage required under (a) and (d) above shall be primary and not contributory,
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contain a waiver of subrogation and name Illinois Institute of Technology as additional insured. All coverages shall require at least 30 days’ prior written notice to the additional insured of termination or material modification. Upon execution of this Agreement and within 5 days of expiration of each such policy, Company shall deliver to Client 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 35\(^{th}\) Street; Chicago, IL 60616.

24. COMPANY’S INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: To the fullest extent allowed by law, Company shall defend, indemnify and hold harmless Client and each of its officers, trustees, employees, and agents (each, a “Client Indemnitee”), from and against all claims, liabilities, suits, losses, damages and expenses, including without limitation costs and reasonable attorney’s fees (collectively, “Claims”), to the full extent that the Claim relates to or results from (i) property damage caused by Company or its employees’ or agents’ negligent performance of services hereunder; (ii) the negligence or intentional acts or omissions of Company or its employees or agents; or (iii) Company’s or its employees’ or agents’ failure to perform under, or its breach of, this Agreement. Upon the occurrence of any Claim for which indemnity may be sought from Company pursuant to the provisions of this Paragraph 24, Client (or Client Indemnitee) must promptly, given the circumstances, notify Company of such Claim and reasonably cooperate and assist Company in the defense of such Claim. Company shall have the right to exercise reasonable control over any litigation within the scope of the indemnity set forth in this Paragraph 24 relative to any and all Claims. That control shall include, without limitation, the right to select and retain counsel to appear in and defend such Claim, provided that Company agrees that it shall keep Client reasonably informed of the progress and status of the litigation and shall not settle the Claim without giving Client at least five (5) days’ notice of its intention to do so and the terms thereof. Any indemnification provided for in this Paragraph 24 shall be inapplicable if Company is not notified promptly, given the circumstances, of the Claim and is actually and substantially prejudiced by the delay in notice.

To the extent permitted by law and so long as such claim does not arise from an employee of Company accessing a space or facility to which he or she has been instructed not to enter, Client agrees to indemnify, defend and hold harmless Company for Claims of bodily injury or property damage brought against Company to the extent that the same results from or relates to materials with hazardous properties or nuclear material located or maintained at one of the Locations. For
purposes of this Paragraph 24, “materials with hazard properties” includes radioactive, toxic, biological or explosive properties, materials and conditions, and “nuclear material” means source material, special nuclear material or by product material, whether located at any one of the Locations or contained in “spent fuel” or “waste” processed, handled, used, possessed, stored, transported or disposed by Client.

25. **FORCE MAJEURE:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, terrorism, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

26. **TAXES AND COMPENSATION:** Company is an independent contractor and Company shall pay, shall solely liable for and shall indemnify Client from all wages, expenses and benefits of all of its Employees and all Federal, State, and local taxes thereon, including, but not limited to, Social Security and Workers’ Compensation. Company employees shall not be entitled to any benefits Client offers its employees.

27. **EXCLUSIVE AGREEMENT:** Company shall be the exclusive contractor providing Security Services for Client during the term of this Agreement. In addition, Client shall not employ, directly or indirectly, as its own employee or as the employee of any agent for Client, any person who has been employed by Company prior to the expiration of one hundred eighty (180) days following termination of such person’s employment with Company, or 180 days following the termination or expiration of this Agreement whichever is earlier.

28. **UNIFORMS AND BADGES:** Company shall furnish uniforms and badges necessary to properly attire every Security Officer assigned to duties. Should Client elect to use a customized uniform patch, said cost for development of a patch design, product and re-ordering product shall be the responsibility of Client. In the event Client elects to have the style of uniforms changed prior to the expiration date of this Agreement, the substituted style shall be subjected to the parties’ mutual agreement and neither party shall unreasonably withhold its approval of such substituted style of uniform; provided that if Client elects to change the style of uniform and such change is approved by Company, then Client shall reimburse Company for the cost of the new uniforms.
29. **CPR, FIRST AID AND USE OF AUTOMATIC EXTERNAL DEFIBRILLATOR DEVICES:** Company acknowledges that Client has present at the Locations Automatic External Defibrillator devices (“AED Devices”) for use in an emergency involving cardiac arrest. Accordingly, Company shall provide to each Security Officer posted at the Locations an adequate training course in basic emergency care, including, but not limited to, a person in cardiac arrest. This training will include CPR, basic first aid and the use of AED Devices (for purposes of this Section 29, “Life Safety Training”). Life Safety Training shall be provided on a quarterly basis to (i) all Security Officers who have not been so trained as of the quarterly training date, and (ii) all Security Officers who, as of the quarterly training date, are in need of a refresher course in order for their Life Safety Training to be up to date. Client acknowledges and agrees that Company and each of its Security Officers shall be entitled to seek to receive the protections against tort liability provided for in Section 12 of the Illinois Good Samaritan Statute (745 ILCS §49/12).

30. **EQUAL EMPLOYMENT OPPORTUNITIES:** Company shall not illegally discriminate against any employee or applicant for employment in violation of any applicable accordance with federal, Illinois, and local laws.

31. **NOTICES:** All notices regarding cancellations or changes to the agreement and other communications required under this Agreement shall be in writing and shall be delivered by U.S. Certified Mail, Return Receipt Requested, or by a nationally recognized overnight delivery service, with a signature required at the time of delivery, to the other party at its business address. Normal business correspondences may be sent via U.S. Mail.

32. **AMENDMENT OF AGREEMENT:** This Agreement may be amended or altered in any of its provisions by the parties hereto, but any such change shall only become effective when reduced to writing and signed by both parties hereto.

33. **UNION INSPECTION AND ACCESS:** As per the Collective Bargaining Agreement between Company and__________________________, representatives of the Union have the right to visit sites where bargaining unit employees are working but only to engage in Union business necessary for the purpose of administering this Agreement, provided: these sites are open to the public, and the Union has received prior permission from Company, which permission will not be unreasonably withheld. In the event a site of Client is not open to the public, the Company will use its best efforts to obtain necessary permission from Client to allow a site visit by the Union Representative, but only if such a visit is necessary for the purpose of administering this Agreement. The Union acknowledges that Client may at its discretion refuse access to the site to the extent permitted by applicable law. Whenever entering a site where bargaining unit employees are working, representatives of the Union will follow and/or abide by all security rules and policies in effect at the site or location and will engage in no action or conduct which disrupts or interferes with any job duties or responsibilities of any bargaining unit employees or with the client’s business. Bargaining unit employees will not be paid for any time spent talking with or interacting with any Union Representatives or others engaging in any Union business.
Appendix D

34. **MULTIPLE COPIES:** For the convenience of the parties hereto, this Agreement may, to the full extent permitted by law, be executed by original, facsimile or electronic signature and delivered (including by facsimile, “pdf” or other electronic transmission) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

35. **BENEFITS:** This Agreement shall be binding upon, and shall inure to the benefit of only the parties hereto and their respective heirs, legal representatives, successors and assigns. No rights or benefits to third parties are created hereby, and no third party may make a claim pursuant to this Agreement.

36. **CONFLICT OF LAWS:** This Agreement shall be governed by the internal laws of the State of Illinois, without giving effect to choice of law principles. Venue shall be in the state or federal courts located in Cook County, Illinois, whichever applicable, for any action that may arise from or under this Agreement.

37. **PREVAILING PARTY:** In the event any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to seek from the court recovery from the other party for reasonable attorneys’ fees plus all other costs incurred in that action or proceeding, in addition to any other relief to which the prevailing party or parties may be entitled at law or equity.

38. **ASSIGNMENT:** This Agreement shall not be assigned by either party without the prior written consent of the other party.

39. **OTHER DOCUMENTS:** The parties shall execute any and all documents necessary in order to effectuate the purposes of this Agreement.

40. **AUTHORITY TO EXECUTE:** The parties hereto do hereby acknowledge and warrant that the execution of this Agreement has been duly authorized by their respective corporations and that the parties signing this Agreement on behalf of their respective corporations have full power and authority to do so.

41. **EXERCISE OF RIGHTS:** No reasonable delay or omission to exercise any right, power or remedy accruing to either party upon any breach or default by the other party under this Agreement will impair any such right, power or remedy of the non-breaching party, nor shall it be construed to be a waiver of any such breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

42. **JUDICIAL DETERMINATION:** A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement which shall remain in full force and effect.
43. **CONFLICT IN AGREEMENT**: It is understood and agreed to by and between the parties hereto that if there is any conflict between this Agreement and any other document, the terms of this Agreement will govern, except as to amendments hereof as provided in Paragraph 32, whether such other documentation is prior to or subsequent to this Agreement.

44. **LICENSE**: Company warrants and represents to the Client that it is and, at all times during the term of this Agreement, shall remain fully licensed under the laws of the State of Illinois as a private security contractor (as defined in the Private Detective, Private Alarm, Private Security, and Locksmith Act of 2004, 225 Illinois Compiled Statutes, Section 446/1 et seq. (2004), as the same has and may be amended from time to time).

45. **ENTIRE AGREEMENT**: This Agreement represents the entire Agreement and understanding of the parties hereto and all prior or concurrent Agreements, understandings, representatives or warranties, whether in written or oral, in regard to the subject matter hereof are superseded hereby.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first set forth above.

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[Insert Contractor Name]                      Illinois Institute of Technology

By:____________________________              By:____________________________

Name: ___________________________               Name: ___________________________

Title: ___________________________               Title: ___________________________

Date:____________________________     Date:____________________________