Overview

TO:       Potential Respondents
FROM:     Dion Manly, Financial & Business Analyst and Director of Sustainability
DATE:     March 10, 2015

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 set forth below, and detailed requirements are in the Solicitation Response Requirements. If you are interested and able to meet these requirements, we 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 in the execution of the contract.

IIT is seeking proposals from all qualified vendors of campus security services, to implement a security services program designed to:

- reduce the risk of loss due to theft of property belonging to IIT, its employees, and guests;
- to deter, or minimize, the risk of loss due to trespass, burglary, and vandalism;
- to investigate and conduct inquiries into any known or suspected occurrences of any such loss;
- to detect and discover any such incidents or occurrences;
- to reduce the risk of loss or injury due to the unruly, threatening, or disruptive conduct of persons present on IIT property and to investigate in a full and appropriate manner any such incident; and
- to provide a report to IIT of each such incident or occurrence.

The selected firm will develop and produce department operating policies and procedures, which will document the security service program to be implemented.

This solicitation package consists of the following sections:

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

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

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

4) Tentative RFP Process Timeline Any changes to this timeline will be posted on the RFP website at http://www.iit.edu/purchasing/current_bid_opportunities.shtml

5) IIT Campus Locations

6) Frequently Asked Questions

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 proposal. Do not submit the Instruction pages with your proposal. You should keep the Instructions and a copy of your proposal for future reference.
Instructions to Respondents

A. SUBMIT PROPOSALS TO:

Illinois Institute of Technology
Office of Facilities & Public Safety
100 West 33rd Street
Suite 200A
Chicago, IL 60616
Attn: Dion Manly, Financial & Business Analyst and Director of Sustainability

B. DUE DATE & TIME FOR SUBMISSION AND OPENING:

No later than 9:30 am on Friday, April 17, 2015

C. NUMBER OF COPIES: Submit an electronic proposal to manly@iit.edu, complete with a signed Proposal Form. Alternatively, you may submit a signed original and five (5) copies (TOTAL of six) of your proposal in a sealed container. Please identify your company on the envelope. Electronic submissions are encouraged.

D. PROPOSAL FIRM TIME: 120 Days from Opening

E. PRE-SUBMISSION VENDOR CONFERENCE: ☑ Yes ☐ No

March 25 at 10 am in Hermann Hall room 007. Hermann Hall is located at 3241 South Federal in Chicago. We expect to conclude the meeting by 12:30 pm. Visitor parking is available in lot B5, immediately west of Hermann Hall (see parking map available here: http://bit.ly/1BMt8ip). Room 007 is in the basement, accessible via the stairwell at the southeast corner of the building. Note that we must limit the number of attendees to a maximum of two per firm.

F. PROJECT CONTACT:

Dion Manly, Director of Sustainability and Financial & Business Analyst
312-567-3062
manly@iit.edu

G. SUBMISSION OF PROPOSAL: You may email, mail or hand-deliver a proposal, including any amendments. We must receive submissions as specified herein. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are local Chicago times. We are not responsible for and will not pay any costs associated with the preparation and submission of your proposal.

H. FORM AND CONTENT OF PROPOSALS: The “Solicitation Response Requirements,” once completed, signed and returned by you, will constitute your proposal. An original and the designated number of copies of each proposal are required. Failure to submit the required number of copies may prevent your proposal from being evaluated. Proposals, including modifications, must be submitted in ink, typed or printed form and signed by an authorized representative. Your proposal must provide all required information and address all listed points.

I. MODIFICATION/WITHDRAWAL OF PROPOSAL: Written requests to modify or withdraw a proposal prior to the scheduled opening time will be accepted and will be acted upon at opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as either MODIFICATION or WITHDRAWAL.
J. **QUESTIONS:** Please direct all questions to the Project Contact (see F above). Questions received less than seven (7) calendar days prior to the due date may be answered at the discretion of IIT. We will provide written answers to questions of a general nature or which would affect the solicitation. Answers to questions submitted will be posted on the IIT Purchasing Website. Only written answers to questions will be binding. The URL for this site is: [http://www.iit.edu/purchasing/current_bid_opportunities.shtml](http://www.iit.edu/purchasing/current_bid_opportunities.shtml)

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. 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 contract negotiations, at any time during the proposal firm time.

N. **PRESENTATIONS AND INSPECTIONS:** You must provide a formal presentation of the proposal upon request.

O. **BEST & FINAL:** We may request best & final proposals if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not assume that we will ask for best & final, giving you an opportunity to strengthen your proposal. Therefore, you should submit your best proposal based on the terms and 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 or 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 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 reject a proposal if it is submitted late. Failure to meet other requirements may also result in rejection.

University Experience -- Demonstration of extensive experience working for several universities of similar size and character.

References -- Strong references with consistently positive feedback from entities that are of similar size and character to IIT.

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 & development of new and existing officers. Provides competitive compensation package for officers.

Leadership -- Strong leadership team with significant experience.

Firm Experience -- Firm has demonstrated a proactive approach to campus security, incorporating best practices and innovation in safety & security.

Vendor Responsibility -- Determination that the firm is one with whom we can and should do business. Factors employed to evaluate “responsibility” include, but are not limited to: certifications, conflict of interest disclosures, past performance, references (including those found outside the proposal), financial stability and the perceived ability to perform completely as specified.

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

W. IIT INSURANCE REQUIREMENTS: See Paragraph 23 of Appendix B.

X. CONTRACT EXECUTION: The winning vendor will be expected to negotiate and execute a contract that is substantially similar to that attached to the RFP as Appendix B. A list of any proposed changes to Appendix B 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: Per Paragraph 3(i) of Appendix B, 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.

END OF INSTRUCTIONS
Solicitation Response Requirements

IIT is a private, Ph.D. granting research and teaching university with a fall 2014 enrollment just under 8,000 students in undergraduate and graduate programs including engineering, science, psychology, architecture, business, design and law. The university has five campuses in the city of Chicago and surrounding suburbs. Campus Security Service is required in varying degrees at four of the five campus locations (identified on page 8 of this document).

The Office of Facilities & Public Safety (“OFPS”) has responsibility for oversight of campus security and emergency response. OFPS 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.

OFPS 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 OFPS to provide a seamless transition and ensure continuity of the safety of the campus community. The selected firm will report directly to Vice President for Facilities & Public Safety.

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 and retention. Discuss how your officers will be managed on a day-to-day basis. In addition, describe your firm’s ability to provide officers for special events and emergencies.

4. A detailed description of officer training and development, including initial training period as well as annual training requirements.

5. 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 & Communication.

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

7. 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 (e.g., use of patrol vehicles with enhanced fuel economy).

8. The completed Campus Security RFP Workbook, which contains three worksheets:
   a. Company Profile: Summary of key company data. This worksheet must be completed.
b. 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 1-3 in the event that a multi-year contract is executed.

c. 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.

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

10. 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.

11. 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.

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

13. Any other information you deem appropriate.

All responses to this request for proposal are due no later than 9:30 am on Friday, April 17, 2015. Please limit your written response to no more than 20 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 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.
PROJECT: Campus Security Services

PROPOSAL TO:

Illinois Institute of Technology
Office of Facilities & Public Safety
100 West 33rd Street
Suite 200A
Chicago, IL 60616
Attn: Dion Manly, Financial & Business Analyst and Director of Sustainability

PROPOSALS DUE: 9:30 am on Friday, April 17, 2015

The Undersigned:

1. Acknowledges receipt of the following Proposal Documents:
   i. Instructions to Respondents,
   ii. Solicitation Response Requirements, and
   iii. Proposal Form
   iv. Appendix A – MBE/WBE PLAN AND EEO PLAN, Form 100 and Form 100M
   v. Appendix B – Security Services Agreement
   vi. Appendix C – DEBARMENT AND SUSPENSION
   vii. Campus Security RFP Workbook

2. Attest to examination of the site and 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. Agrees to enter and execute in substantially similar form the included Security Services Agreement, if awarded, on the basis of the terms and provisions in this RFP and this Proposal. Any proposed changes to the Agreement must be included as part of the Proposal.

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

Name of Corporation ___________________________ Authorized Signature ___________________________

Print Name and Title ___________________________ Date ___________________________

Note: Proposal Form must be completed and accompany proposal.
Tentative RFP Process Timeline

March 10, 2015  RFP Posted to [http://www.iit.edu/purchasing/current_bid_opportunities.shtml](http://www.iit.edu/purchasing/current_bid_opportunities.shtml)

March 25, 2015  Vendor Conference and Campus Visits -- 10 am in Hermann Hall room 007. Hermann Hall is located at 3241 South Federal in Chicago. For additional details, see paragraph E on page 2.

April 17, 2015  Proposals Due by 9:30 am

May 1-5, 2015  Selected firms invited to IIT for 60 minute meeting with Selection Committee

August 3, 2015  Approximate Start of Contract

IIT Campus Locations

**Main Campus**¹  
100 West 33rd Street  
Chicago, IL 60616

**Daniel F. and Ada L. Rice Campus**  
201 East Loop Road  
Wheaton, IL 60187-8489

**Downtown Campus**  
565 West Adams Street  
Chicago, IL 60661

**Moffett Campus**  
(Impact for Food Safety and Health)  
6502 South Archer Avenue  
Summit-Argo, IL 60501

1 The Main Campus generally includes the area bound by 35th St. on the south, Michigan Ave. on the east, 29th St. on the north and the Metra tracks on the west in Chicago, Illinois.
## Frequently Asked Questions

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<th>ITEM #</th>
<th>QUESTION</th>
<th>ANSWER</th>
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<td>1</td>
<td>Who are the incumbent contractors and sub-contractors? How long have these contractors held these contracts or any predecessor contracts?</td>
<td>The current contractor is Apex3 Security (“Apex3,” formerly known as Levy Security Corporation). There is no subcontractor. Apex3 has held this contract and predecessor contracts since August 1999.</td>
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<td>2</td>
<td>Is there a collective bargaining agreement, living wage ordinance, prevailing wage act or other specified wage and benefits requirements that apply to this contract? If so please provide copies of such or a reference source to them.</td>
<td>There exists a collective bargaining agreement between the incumbent provider, Apex3, and Local Union 225. We are not at liberty to provide a copy of the agreement. Applicable wage ordinances of the City of Chicago and the State of Illinois may apply.</td>
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<td>3</td>
<td>What are the present billing rates for each line item, as listed on the bid sheet?</td>
<td>Each firm’s proposal should be assembled with the best possible rates for each position that is required, with due allowance for varying levels of seniority, etc. We are not at liberty to disclose current billing rates.</td>
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<td>4</td>
<td>What is the estimated budget for the first term of the contract or the next fiscal period?</td>
<td>See answer for item 3.</td>
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<td>5</td>
<td>How are lunch and meal breaks handled? Is this time billable?</td>
<td>The handling and billing of breaks is up to each individual firm.</td>
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<td>6</td>
<td>What are the current pay rates for all classes of officers including supervisory personnel?</td>
<td>See answer for item 3. In addition, note that IIT is not privy to officer pay rates, as the collective bargaining agreement is held between Apex3 and Local Union 225.</td>
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<td>7</td>
<td>What is the university’s position or preference with regards to the retention of the incumbent staff by any future contractor?</td>
<td>The University would be highly in favor of a future contractor retaining all or a substantial portion of the incumbent staff, given the significant level of knowledge and experience that has been developed concerning our campus and the local community.</td>
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<td>Question</td>
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<td>8</td>
<td>What is the term of the contract and are there options?</td>
<td>The desired term of the contract is 3 years plus 1 or 2 option years. This is subject to change based on a variety of other factors and contract terms (e.g. we may seek a shorter term initial contract with a new contractor with an option to extend).</td>
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<td>9</td>
<td>Is 1st aid and AED needed for all classes of officers?</td>
<td>Only shift managers and the management staff are currently CPR and AED certified, but our desire is to have all security officers have such certification.</td>
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<td>10</td>
<td>How many officers are employed by the incumbent security firm?</td>
<td>Approximately 60 officers are currently employed.</td>
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<td>11</td>
<td>Do you have to be a Union Company to bid on the security services RFP?</td>
<td>Although non-unionized companies are not precluded from bidding, IIT notes that the current and former provider of security services has employed unionized staff. IIT stresses that it expects a union company, as the employer, to be solely responsible for the union contract, all negotiations, work terms and conditions.</td>
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<td>Page 11</td>
<td>Are there job descriptions for the Director and Assistant Director positions? If so, can you supply them or direct us to where we can find them?</td>
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<td>We do not have detailed job descriptions available at this point, but here is a general guideline: The Director is responsible for overseeing the entire campus security operation. This position reports to both the Vice President for Facilities &amp; Public Safety as well as the corporate headquarters for the incumbent security firm. The Director is a regular participant in various University meetings and initiatives. The Assistant Director of Operations reports to the Director, and provides support in a variety of operational matters. This is the next line of authority from an operational standpoint. For example, in an emergency situation where the Director is not available, the Assistant Director will step in to provide direction and oversight. The Assistant Director of Administration handles a wide variety of “back-office” functions, including, but not limited to billing, purchasing, recruiting, development of policies &amp; procedures, and reporting. All Director and Assistant Director hires must have excellent communication skills to facilitate professional and effective interaction with students, faculty, staff and guests of the University.</td>
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<td><strong>13</strong></td>
<td>Can you clarify the training required per #16 in your agreement? Is all the training required included in the 40 hours of on-the-job training or is it in addition to that training? Is Field Training the same as In Service Training?</td>
<td>The training regimen does not necessarily have to be identical to that specified in paragraph 16 of the Security Services Agreement. We will look to the security firm selected to implement a training program that ensures adequate preparation and continuous development of their officers; however, it is expected that the training program will be consistent with customary standards in the industry and general best practice. This training program should be described as part of your proposal, per item #4 of the Solicitation Response Requirements in the RFP package. IIT notes that other sections of the agreement also address training.</td>
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<td><strong>14</strong></td>
<td>Does the University own the radios or the contractor?</td>
<td>The University owns the radios, repeaters, and all computer, security camera, and access control equipment.</td>
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<td><strong>15</strong></td>
<td>The specimen contract includes a number of additional cost items, besides labor rates. In industry parlance these are often referred to as “pass thru’s” or “direct billed costs”. How do you want us to present these costs in the proposal?</td>
<td>Generally speaking, most items are included in the billing rate, such as uniforms, armor and firearms. Notable pass through costs include vehicles, office supplies, and other items as specified in item 14. You are welcomed to provide a list of recommended pass through items and the approximate annual cost. However, we regard these items as secondary to the other information requested in the RFP, and do not expect that the cost of these items will alter the outcome.</td>
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<td><strong>16</strong></td>
<td>This RPF is requiring Armed Security Officers. Appendix B, page 5, paragraph 11 also discusses firearms and licensing. Contractor compliance with IDFPR requires an employer-sponsored application to the state regulator for an individual operator’s Firearm Control Card (FCC). Said license is terminated upon the change of employment. The state typically takes 30-90 days to issue these credentials. Will the University grant the successful contractor a longer transition period pending new FCC license?</td>
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<td><strong>17</strong></td>
<td>Please provide a seniority and anniversary roster for the current staff in order to estimate vacation benefits and other annual training/licensing costs. By position/rank and date of assignment is fine; we don’t want individual names or personal information.</td>
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<td><strong>18</strong></td>
<td>Are all the positions in the Current Staffing Matrix required to be armed officers during all shifts?</td>
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<td><strong>19</strong></td>
<td>Is the current contract or any portions thereof subject to the Freedom of Information Act (FOIA) and if so, how is it obtained?</td>
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<td><strong>20</strong></td>
<td>With respect to the response given for item 6, the hourly wage rates (not billing rates) represent assistance necessary to achieve the retention desired. As an incoming provider, we may be required to maintain the CBA with Local 225, therefore the seniority list including hourly wages is requested. Actually, the Collective Bargaining Agreement is held between the incumbent contractor and Local Union No. 225. The University is not party to that agreement, and it cannot provide any such information. We recognize the importance of this information for transition purposes, but we must defer this matter to a later stage in the process. (See the answer to item 3 and 6 above).</td>
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<td><strong>21</strong></td>
<td>Per paragraph 17 of the Security Services Agreement, the security services provider shall provide six (6) vehicles and invoice all costs associated with said vehicles. Should the cost of vehicles be included with the staffing rates as part of the RFP or should these costs be incorporated in the staffing rate as an overhead item? These costs should be kept separate from the staffing rates. The current arrangement is for these costs to be billed separately. You are welcome to provide an estimate of the annual vehicle cost as part of your proposal; however, we have not provided a specific place for this in the RFP, as we do not expect this to change the outcome.</td>
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<td><strong>22</strong></td>
<td>MBE/WBE - Are the 25/7 target percentages goals or requirements? These are the University's goals. It is not a requirement, but as noted, your ability to meet the goals is one of the criteria that IIT will use in evaluating proposals.</td>
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<td><strong>23</strong></td>
<td>What training is provided by IIT to the &quot;Company&quot; on the security system currently in place? We provide two levels of training on our systems, one for operators and another for supervisors and managers. Operators and supervisors are trained to view and use the alarm, access control, and security camera system. Supervisors are also trained on how to extract digital video and audio files and distribute them to law enforcement officials. Training on the Report Exec incident reporting system is provided by Competitive Edge Software and paid for by the University. This training is offered to the entire campus security staff, but the security firm is free to choose the most appropriate participants. Training can be completed in less than half a day.</td>
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<tr>
<td>24</td>
<td>What type and amount of equipment is required by the contractor i.e.,</td>
<td><strong>Weapons</strong> - The type and quantity of firearm used is at the discretion of the security firm.</td>
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<td>1. Type and quantity of weapon</td>
<td><strong>Vehicles</strong> - Per paragraph 17 of the Security Services Agreement, six vehicles are required.</td>
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<td>2. Quantity of vehicles</td>
<td><strong>Uniforms</strong> - we have not specified any particular requirements for uniforms. (See also Paragraph 28 of the agreement.)</td>
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<td>3. Any specific uniform items (batons, hand cuffs, personal protective</td>
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<td>equipment, etc.,)</td>
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<td>25</td>
<td>Vehicles - types preferred - make and models</td>
<td>The type of vehicle is of limited significance to us as far as the RFP is concerned. This will</td>
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<td>Mileage - how many miles traveled per week</td>
<td>be at the discretion of the security firm, with input from the Vice President for Facilities &amp;</td>
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<td>Radios - how many provided by contractor</td>
<td>Public Safety. Since we will cover the cost of the vehicles as a pass through, details on the</td>
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<td>make, model and anticipated mileage can be discussed at a later date.</td>
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<td>The University provides all radios. There are currently approximately 30 radios in use on the</td>
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<td>Main Campus.</td>
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ILLINOIS INSTITUTE OF TECHNOLOGY
MBE/WBE PLAN AND
EQUAL EMPLOYMENT OPPORTUNITY PLAN

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. STATEMENT OF INTENT AND PROGRAM IMPLEMENTATION

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

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

III. M/WBE CONTRACTING & PROCUREMENT

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

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

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

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

V. ADMINISTRATION AND MONITORING

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

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

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

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

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

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

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

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

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

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

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

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

VII. RECORD KEEPING

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

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

C. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs.

VIII. NON-COMPLIANCE
Failure to comply with the MBE/WBE requirements of this contract or failure to use MBEs and WBEs as stated in the Form 100 - 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:

<table>
<thead>
<tr>
<th>Agencies</th>
<th>Directory of Certified, Disadvantage Minority and Women Business Enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>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: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a>; <a href="mailto:info@blackcontractorsunited.com">info@blackcontractorsunited.com</a> Website: <a href="http://www.blackcontractorsunited.com">http://www.blackcontractorsunited.com</a></td>
<td>Department of Procurement Services Certification and Compliance Division 121 North LaSalle Street Room 403 Chicago, IL 60602 312-744-4900 <a href="mailto:supplierdiversity@cityofchicago.org">supplierdiversity@cityofchicago.org</a></td>
</tr>
<tr>
<td>Chatham Business Association 8441 S. Cottage Grove Chicago, IL 60619 Phone: (773) 994-5006 Fax: 773-994-9871 Email: <a href="mailto:admin@cbaworks.org">admin@cbaworks.org</a></td>
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<tr>
<td>Chicago Urban League 4510 S Michigan Avenue Chicago, IL 60633 Phone: (773) 285-5800 Fax: (773) 285-7772 Website: <a href="http://www.thechicagourbanleague.org">http://www.thechicagourbanleague.org</a></td>
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<td>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: <a href="mailto:cwitinfo@cwit2.org">cwitinfo@cwit2.org</a> Website: <a href="http://www.chicagowomenintrades.org">http://www.chicagowomenintrades.org</a></td>
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<td>Chicago Minority Business Development Council (CMBDC) 11 S. LaSalle Street, #850 Chicago, Illinois 60603 Attn: Tracy Smith (312) 263-0105</td>
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<td>Cosmopolitan Chamber of Commerce 30 East Adams Chicago, IL 60603 Attn: Carnice Carey, Executive Director Phone: (312) 499-0611 Fax: (312) 701-0095 Email: <a href="mailto:ccarey@cosmochamber.org">ccarey@cosmochamber.org</a> Website: <a href="http://www.cosmococ.org">http://www.cosmococ.org</a></td>
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<td>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Attn: Beth Doria Phone: (312) 360-1122 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Website: <a href="http://www.fwcchicago.com/">http://www.fwcchicago.com/</a></td>
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<td>Hispanic American Construction Industry Association 901 W. Jackson Blvd., Suite 205 Chicago, IL 60607 Attn: Jorge Perez, Executive Director Phone: (312) 666-5910 Fax: (312) 666-5692 Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a>; <a href="mailto:info@haciaworks.org">info@haciaworks.org</a> Website: <a href="http://www.haciaworks.org">http://www.haciaworks.org</a></td>
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<tr>
<td>Women's Business Development Center 8 S. Michigan Ave., #400 Chicago, Illinois 60603 Phone: (312) 853-3477 Fax: 312.853.0145 Email: <a href="mailto:wbdc@wbdc.org">wbdc@wbdc.org</a> Website: <a href="https://www.wbdc.org/">https://www.wbdc.org/</a></td>
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</table>
Elected Officials
U.S. Congressman Bobby Rush (1st District)
District Office:
700 East 79th Street
Chicago, IL 60619-3102
Phone: (773) 224-6500
Fax: (773) 224-9624
Website: http://rush.house.gov/

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

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

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

State Representative Ken Dunkin (5th District)
1534 N. Wells
Chicago, IL 60610
Phone: (312) 266-0340
Fax: (312) 266-0699
Email: info@repkendunkin.com
Website: http://www.repkendunkin.com/

State Representative Esther Golar (6th District)
4926 South Ashland
Chicago, IL 60609
Phone: (773) 925-6580
Fax: (773) 925-6584
Website:
http://www.housedem.state.il.us/members/golare/

Alderman Robert W. Fioretti, 2nd Ward
1319 South State Street, Suite A
Chicago, Illinois 60605
Phone: (312) 263-9273
Fax: (312) 786-1736
Email: ward02@cityofchicago.org
Website: http://bobfioretti.com/

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

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

Alderman Willie B. Cochran, 20th Ward
6357 South Cottage Grove Avenue
Chicago, Illinois 60637
Phone: (773) 955-5610
Fax: 773-955-5612
Email: ward20@cityofchicago.org
Website:
https://sites.google.com/site/chicago20thward
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.
SECURITY SERVICES AGREEMENT

by and between

and

ILLINOIS INSTITUTE OF TECHNOLOGY

for

Illinois Institute of Technology
   Main Campus
   Kent Campus
   Rice Campus
   Moffett Campus
   IITRI/3424
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”): generally, 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 (the “Main Campus”), its downtown campus located at 565 West Adams Street, Chicago, Illinois (the “Kent Campus”) its Moffett campus located at 6502 South Archer Road in Summit-Argo, Illinois (the “Moffett Campus”), and its Daniel F. and Ada L. Rice campus, 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 licensed 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: In addition to the date set forth in Paragraph 2, the parties understand and agree:
(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 inquires 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.

   b. 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.

c. 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.

d. 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.

e. 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. For the avoidance of doubt, Incident Reports, as defined in Paragraph 21, 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**:

   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, etc., 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 training and registration. Authorized personnel may also carry other defensive weapons, i.e. Pepper Spray, provided they have completed certification in the proper use of such weapon from an accredited source. The Director will give authorization to those who meet these requirements

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 thirty (30) days of receipt. Any invoice not paid within the thirty (30) day period is subject to finance charge in the amount of 1.5% (one and one-half percent) per month (18% annual). Each such 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. 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 coverage that exceeds those weekly hours specified in Paragraph 4 and Attachment 1. It is further understood and agreed that only Client Management
may authorize overtime. The foregoing notwithstanding, in the event that no Client Management personnel can be contacted, then the Vice President for Company, in his or her reasonable judgment, may authorize such overtime as shall be appropriate to Client’s best interests. 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.

16. **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 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 mandates 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.

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 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 Management. 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 management. 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 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 Management. 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:

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 Fifteen Million Dollars ($15,000,000). This coverage may consist of General Liability insurance and Umbrella and/or Excess insurance coverage to meet the stated minimum. Company agrees to provide Client with a Certificate of Insurance evidencing such coverage upon request.

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. Company further agrees to provide a Certificate of Insurance to Client evidencing such coverage. Company shall deliver satisfactory evidence of such coverage to Client annually, and at any time upon the request 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. Company shall deliver satisfactory evidence of such coverage to Client. Company shall deliver satisfactory evidence of such coverage to Client annually, and at any time upon the request of Client.

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. Company shall deliver satisfactory evidence of such coverage to Client.
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. Company shall deliver satisfactory evidence of such coverage to Client.

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, 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 10 days before the expiration of each such policy, Company shall deliver to Client certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

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 reordering 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. **USE OF AUTOMATIC EXTERNAL DEFIBRILLATOR DEVICES:** As Client has present at the Locations Automatic External Defibrillator devices (“AED Devices”) for use in an emergency situation involving cardiac arrest, the Security Officers will operate such devices in an emergency situation. To this end, Company shall provide to each Security Officer posted at the Locations an adequate training course in basic emergency care of a person in cardiac arrest, including training in the operation and use of AED Devices. Client acknowledges and agrees that nothing in this Agreement is intended to limit any available protections against
tort liability that may be afforded to Company and each of its Security Officers under Section 12 of the Illinois Good Samaritan Statute (745 ILCS §49/12). It is 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 so trained. It is expressly understood by the parties that the costs of all such training are reflected in the hourly rates specified in Attachment 2.

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 the Employer, which permission will not be unreasonably withheld. In the event a site of the Employer’s client is not open to the public, the Employer will use its best efforts to obtain necessary permission from the client or the entity controlling access 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 the client/entity controlling access to any site or location where bargaining unit employees’ work 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.

34. **MULTIPLE COPIES**: For the convenience of the parties hereto, this Agreement may be executed simultaneously in one or more counterparts, each of which shall constitute one and the same instrument without necessity of production of the others.

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 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.

ILLINOIS INSTITUTE OF TECHNOLOGY, __________________________, Company

Client

By: ____________________________ By: ____________________________

Name: ____________________________ Name: ____________________________

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

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

https://www.sam.gov/portal/public/SAM/?portal:componentId=8c7f8700-963b-4ba8-b8c2-2d96208893d6&portal:type=action&interactionstate=JBPNS_rO0ABXc0ABBfanNnJpZGdlVmlld0IkAAAAAQtL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**

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.


_________________________________________________________ (Signature and Title of Authorized Official)

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

IIT (10/08)