Request for Proposal
Main Campus Landscape Services

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

Part 1. Projects Description

Part 2. Proposal Rules

Part 3. Exhibits

A. Scope of Services
B. Landscape Maintenance Qualifications
C. Pricing Schedules
D. IIT M/WBE Plan
E. Service Agreement sample
F. Campus Map
Part 1. Project Description:

The University is soliciting proposals for landscaping services at the Main Campus. The University property encompasses the area from 35th Street to 29th Street and from Michigan Avenue to the east side of La Salle Street Metra Train tracks.

The campus area is approximately 121 acres and includes 56 buildings and 12 parking lots. Contractor will be responsible for cutting all lawns, cleaning and pruning all the bush and plant beds, fertilization and keeping a weed free appearance throughout the contracted area. See Exhibit A – Scope of Services for the potential areas that will be included in the agreement.
ARTICLE 1

1.1 DEFINITIONS

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

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

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

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

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

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

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

h) The Project means the landscape maintenance detailed in Exhibit A scope of services.

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

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

CONTRACTOR’S REPRESENTATIONS

2.1 The Contractor by submitting a Proposal represents that:

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

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

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

2.1.4 The Proposal must include the firm’s history, owner's biography, and resumes of proposed staff; and must include all info in Exhibit B. The Operations manager identified in Exhibit B would be the on-site supervision & quality assurance staff member.

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

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

ARTICLE 3

PROPOSAL DOCUMENTS

3.1 COPIES

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

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

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

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

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

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

3.3 SUBSTITUTIONS

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

3.4 ADDENDA

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

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

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

PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF PROPOSALS

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

John Sebby
Operations Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL 60616
sebby@iit.edu

4.1.2 Pre-proposal meeting will be held on the following day: Tuesday, March 1, 2011 at that time IIT will take any questions and tour areas of campus desired by the bidding contractors. If you are planning on attending the meeting please email John Sebby sebby@iit.edu to confirm the starting time & location. The pre-proposal meeting is mandatory. Any questions, answers & clarifications made at the pre-proposal meeting will also be addressed in the form of an Addendum via email to all contractors.

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

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

4.1.5 All blank space on the Qualifications and/or Pricing Schedule Forms (Exhibit B/C) shall be filled in.

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

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

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

4.2.1 A scanned written copy of the LANDSCAPE MAINTENANCE QUALIFICATION FORM (Exhibit B) along with a completed electronic Excel copy** of the PRICING SCHEDULES spreadsheets (Exhibit C) are **required to be emailed to sebby@iit.edu with the subject of the email as follows: Landscape Maintenance Proposal: Contractor’s name

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

A paper copy of all proposal may be submitted in addition to the electronic submittals to the following attention:
John Sebby
Operations Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, Illinois 60616

4.2.2 Qualifications/Proposals shall be submitted via email to John Sebby before 2:00 pm on Tuesday, March 15, 2011. Proposals received after the time and date for receipt of Proposals will not be considered. Upon electronic receipt of the proposal a confirmation will be sent to the proposal sender.

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

4.2.4 Oral, telephonic, facsimile or telegraphic Proposals are invalid and will not receive consideration.

4.3 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

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

5.1 REJECTION OF PROPOSALS

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

5.2 EVALUATION CRITERIA

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

5.3 ACCEPTANCE OF PROPOSAL (AWARD)

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

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

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

6.1 SUBMITTALS

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

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

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

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

ARTICLE 7

7.1 OWNERS REPRESENTATIVE:
Contract Contact John Sebby
Operations Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, Illinois 60616
sebby@iit.edu
Tele: 312-567-7041
Fax: 312-567-3344

ARTICLE 8

8.1 CONTRACT DOCUMENTS:
The Contract Documents consist of the following Exhibits:
A. Scope of Services
B. Landscape Maintenance Qualifications
C. Pricing Schedule
D. IIT M/WBE Plan
E. Service Agreement sample
ARTICLE 9

PARTICIPATION BY MINORITY/WOMEN OWNED BUSINESS ENTERPRISES

9.1 M/WBE Participation

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

ARTICLE 10

INSURANCE AND INDEMNITY

10.1 Workers’ Compensation Insurance.

Contractor shall maintain workers’ compensation as required by law covering all Contractor employees in connection with the services outlined in this Agreement.

10.2 Insurance.

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

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

Certificates received without this language will be rejected.

Certificates Holder should be listed as: Illinois Institute of Technology and address should be shown as: Main Building, Room 201; 3300 S. Federal Street; Chicago, IL 60616

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

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

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

A. Scope of Services
B. Landscape Maintenance Qualifications
C. Pricing Schedule
D. IIT M/WBE Plan
E. Service Agreement sample
F. Campus Map
EXHIBIT A
Landscape Maintenance Scope of Services
General Campus Areas

The following scopes represent the options that IIT may exercise for this contract in regards to the main campus. Contractor is must submit pricing for each scope in Exhibit C to be considered. Please refer to Exhibit F for Campus Map.

Scope #1 Full Campus Maintenance
- All weekly, monthly annual services described below performed for entire IIT campus, excluding athletic fields (soccer & baseball).

Scope #2 Reduced Scope Campus Maintenance
- All weekly, monthly annual services described below performed for entire IIT campus excluding the area between 31st Street south to 34th Street and from Michigan Avenue to Wabash Avenue & excluding athletic fields (soccer & baseball).

The Services to be performed during the months of April, May, June, July, August, September, October and November will consist of the specifications following. Services will be performed weekly and take place on Monday and Tuesday unless otherwise specified by contract or IIT Contract Coordinator.

Weekly Specifications/Services:

1. Work with IIT Grounds Maintenance staff and IIT irrigation contractors to adjust irrigation to appropriate watering levels and times.
2. Mowing of turf at approximately 2-1/2 to 3” (2-1/2 in April/November), including MTCC interior courtyard.
3. Trimming turf along buildings, plantings, medians, light poles and other obstructions.
4. Clean grass clippings from walk and paved areas after mowing.
5. Transport all grass clippings/leaves (not sticks) and deposit the greatest possible volume in compost container located north of 3201 S. State.
6. Removal of leaves from lawns, paved areas, fence lines and other areas where leaves accumulate.
7. Contractor is to keep a weed free appearance throughout campus property lines. Apply pre/post emergent herbicide to stone, ground cover, sidewalks, mulched bed areas, etc. to inhibit weed growth (spot treatments in addition to the treatments defined).
8. Power edging of all walkways, curblines & hard boarders.
EXHIBIT A - Continued

Landscape Maintenance Scope of Services
General Campus Areas

9. Vine maintenance. Pull all dead vines and trim over growth around windows and outside air-vents around buildings. Also remove any new vine growth from areas without vines at time of contract.
  • All buildings are to remain vine free except Perlstein courtyard & Siegel Hall

Monthly Specifications/Services:

1. Bushes trimmed a minimum of once per month.
2. Ground cover pruned of sucker growth at the base of trees.
3. Cleanup of accumulated debris and leaves from turf, sand volleyball court, tree/flower/sign beds, courtyards and bush bed areas.
4. Power edging of the grass adjacent to walks, driveways and roadways.
5. Deciduous shrubs trimmed by cutting the current season’s growth. Trimmed a minimum of once per month
6. Maintain the non-grass growth in the interior courtyards at MTCC & Perlstein Hall
7. Weeding of all beds (flower, tree, rock, sand, etc); courtyards; ground cover; etc.

Other Specifications/Services:

Semiannual Total Kill application on all Hardscapes (concrete, sand & gravel beds)
Annual Spring clean-up
Annual Spring bed fertilizer (hand fertilization) of all scrubs
Fall Leaf pick-up (occurs weekly adjusted according to match leaf dropage)
Annual Perennial care (Daylilies)

 ▪ Remove dead growth prior to student’s return in August to allow for 2nd growth
  • 31st street beds
  • CTA (3100 S. Federal & 3120 S. Dearborn) buildings north side beds
  • Keating Hall (3040 S. Wabash) sign beds
  • MSV (3241 S. Wabash) main entrance pathway beds
  • Engineering 1 building (10 W. 32nd) south entry beds
  • Hermann Hall (3241 S. Federal) east entry beds
  • Hermann Hall (3241 S. Federal) lower courtyard beds
  • Man on the bench park beds
  • Wabash & 33rd corner (Farr field)
  • Technology park beds
EXHIBIT A - Continued

Landscape Maintenance Scope of Services
General Campus Areas

Five (5) regular lawn applications

- Prior to use report specific chemical used & approximate quantity to IIT contract contact & submit MSDS sheet
  1. Spring (Apr): Fertilizer only (as soon as ground frost is gone)
  2. Spring (late Apr/early May): Preemergent weed control & fertilizer
  3. Summer (July): weed control & fertilizer
  4. Fall (Sep): weed control & fertilizer
  5. Late Fall (Nov): Fertilizer (winterization application, nitrogen or urea)

Non-Turf beds, courtyards, etc. (non-exhaustive list)

I. 31st Street flower/mulch beds from tracks to State Street
II. 3200 Wabash turnaround bed
III. 33rd Street walkway flower beds
IV. 3424 S. State beds
   a. East ramp entrance beds
   b. East sign bed
V. Alumni Hall (3201 S. State) south entry beds
VI. ASA (3330 S. Michigan) beds around house
VII. Carr Chapel (65 E. 32nd)
    a. Memorial Tree Grove
VIII. Crown hall (3360 S. State) tree beds
IX. CTA 2 building beds (north of 3120 S. Dearborn)
X. E1 (10 W. 32nd)
   a. West Hedges/shrubs beds
   b. South Beds
XI. Farr Hall (3300 S. Michigan) beds west of building
XII. Farr Field (west of Farr hall)
   a. Pathway beds
   b. Hedge along southwest area
XIII. Fraternity Field (southwest of Farr Hall)
    a. Ornamental tree beds
XIV. Galvin Library (35 W. 33rd)
    a. East side and entry beds
    b. West side ground cover & tree beds
XV. Graduate Park Playground (west of 3140 S. Michigan)
    - Needs playground mulch
EXHIBIT A - Continued

Landscape Maintenance Scope of Services
General Campus Areas

XVI. Hermann Hall (3241 S. Federal)
   a. South Lower Courtyard
   b. Tree beds Between Morton Park and loading dock
   c. Beds East of building

XVII. Kappa (3340 S. Michigan) beds around house

XVIII. Keating (3040 S. Wabash)
   a. Sign bed
   b. Shrub beds by east entrance

XIX. Life Sciences (3105 S. Dearborn) entrance/walkway beds

XX. Machinery hall (100 W. 33rd)
   a. 33rd Street tree beds
   b. 33rd & Federal flower/shrub bed

XXI. Main building (3300 S. Federal) grass beds
   • Hard hats required inside fence line

XXII. Man on the Bench Park tree beds

XXIII. Michigan Ave (3) corner beds 31st, & 33rd

XXIV. Morton Park tree beds

XXV. McCormick Student Village—MSV (3241 S. Wabash)
   a. North building west beds
   b. Ground cover South & North halls
   c. Front entrance walkways & beds
   d. West (main) courtyard beds
   e. Sand volley ball court

   • Hanging Garden
   • Mies Courtyard
   • Student Courtyard

XXVI. McCormick Tribune Campus Center—MTCC (3201 S. State)
   a. Pink Granite around building
   b. Pink Granite around south tree rings
   c. Interior courtyard beds

   • Sand volley ball court

XXVII. Perlstein (10 W. 33rd)
   a. Interior courtyard ground cover & tree bed
   b. South entry beds
   c. South Perennial lawn beds

XXVIII. Siegel (3301 S. Dearborn) west entry beds

XXIX. Siegel/Crown Field tree beds

XXX. State Street Parkway flower & sign beds (between 30th & 35th)

XXXI. State Street Village (3303, 3333, & 3353 S. State)
   a. Ground cover surround the building
   b. Tree beds in courtyards
EXHIBIT A - Continued

Landscape Maintenance Scope of Services
General Campus Areas

XXXII. Stuart Building (10 W. 31st) south, front beds
XXXIII. Technology park beds (along Dearborn between 3424 S. State & 35 W. 35th)

Billing

IIT will be invoiced monthly during the months of service (April – November). A separate monthly invoice will be required for both athletic fields. Each invoice will clearly reference the area of service.

Any costs for Additional Services are to be invoiced on a separate invoice for each service. All Additional Services performed must be approved by the IIT contract contact prior to any work occurring.

All invoices are to be submitted electronically via email to the IIT contract contact.

IIT is exempt from city permit & inspection fees as well as state & local taxes (see letters in following pages).
EXHIBIT A

Landscape Maintenance Scope of Services
Athletic Field Maintenance

The following scopes represent the options that IIT may exercise for this contract in regards to the athletic fields. Contractor must submit pricing for each scope in Exhibit C to be considered. Please refer to Exhibit F for Campus Map.

Scope #3 Sports Field Maintenance

- All weekly, monthly annual services described below performed for the athletic fields (soccer & baseball).

Scope #4 Reduced Scope Athletics Fields Field Maintenance (Soccer field turf)

- All weekly, monthly annual services described below performed for the athletic fields (soccer & baseball). Area excluding the Soccer match field including Soccer practice field and surrounding area.

The Services to be performed during the months of April, May, June, July, August, September, October and November will consist of the following:

Ed Glancy Baseball Field Specifications (Scope #3 & #4)

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Mow and Trim Field 1-3 times per week depending on schedule</td>
</tr>
<tr>
<td>10</td>
<td>Field prep/drag &amp; rake in-field (preceding BP and games)</td>
</tr>
<tr>
<td>4</td>
<td>Edge infield (entire skinned area)</td>
</tr>
<tr>
<td>1</td>
<td>Fertilizer/Pre-Emergent/Weed Control (Dimension)</td>
</tr>
<tr>
<td>4</td>
<td>Fertilizer /Broadleaf Turf (fert. composition determined by soil tests)</td>
</tr>
<tr>
<td>3</td>
<td>Foliar Applications - type dependent on soil testing (April, May, June)</td>
</tr>
<tr>
<td>2</td>
<td>Fungicide Spray (broad spectrum)</td>
</tr>
<tr>
<td>1</td>
<td>Insecticide Spray (Talstar)</td>
</tr>
<tr>
<td>1</td>
<td>Grub Control</td>
</tr>
<tr>
<td>2</td>
<td>Lime or Gypsum applications (depending on soil testing)</td>
</tr>
<tr>
<td>2</td>
<td>Core Aerate Field - remove cores from field</td>
</tr>
<tr>
<td>3</td>
<td>Solid Tine Aerate Field</td>
</tr>
<tr>
<td>2</td>
<td>Topdress following core aeration (40 tons of course or spec sand)</td>
</tr>
<tr>
<td>1</td>
<td>Fertilize Dormant Turf</td>
</tr>
<tr>
<td>1</td>
<td>Start-up Infield Mix (1 semi-load, 23 tons )</td>
</tr>
<tr>
<td>1</td>
<td>Spring slit-seeding ( overseed with 100% bluegrass - outfield only)</td>
</tr>
<tr>
<td>1</td>
<td>Fall slit-seeding ( overseed w/100% bluegrass)</td>
</tr>
<tr>
<td>1</td>
<td>Spring Clean-Up</td>
</tr>
<tr>
<td>1</td>
<td>Leaf Removal</td>
</tr>
<tr>
<td>2</td>
<td>Soil Testing (Spring and Fall)</td>
</tr>
</tbody>
</table>
### Stuart Soccer Field Specifications (Scope #3)

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Mow and Trim Field 1-3 times per week depending on schedule</td>
</tr>
<tr>
<td>1</td>
<td>Fertilizer/Pre-emerge/Weed control (Dimension)</td>
</tr>
<tr>
<td>4</td>
<td>Fertilizer/Broadleaf Turf (fert. composition dependent on soil testing)</td>
</tr>
<tr>
<td>3</td>
<td>Foliar Applications - type dependent on soil testing (July, August, Sep)</td>
</tr>
<tr>
<td>2</td>
<td>Post-Emergent/Broadleaf Spot Spraying (Drive/Trimec Q4)</td>
</tr>
<tr>
<td>1</td>
<td>Fertilize Dormant Turf</td>
</tr>
<tr>
<td>2</td>
<td>Fungicide Application (broad spectrum)</td>
</tr>
<tr>
<td>1</td>
<td>Insecticide Application</td>
</tr>
<tr>
<td>1</td>
<td>Grub Control</td>
</tr>
<tr>
<td>2</td>
<td>Lime or Gypsum applications (depending on soil testing)</td>
</tr>
<tr>
<td>2</td>
<td>Core Aerate Practice Field - remove cores</td>
</tr>
<tr>
<td>3</td>
<td>Solid Tine Aerate Practice Field</td>
</tr>
<tr>
<td>2</td>
<td>Topdress field (40 tons spec sand with each application)</td>
</tr>
<tr>
<td>1</td>
<td>Spring slit-seeding (entire 3.2 w 100% bluegrass)</td>
</tr>
<tr>
<td>1</td>
<td>Fall slit-seeding (entire 3.2 w 100% bluegrass)</td>
</tr>
<tr>
<td>1</td>
<td>Spring Clean-Up</td>
</tr>
<tr>
<td>1</td>
<td>Leaf Removal</td>
</tr>
<tr>
<td>2</td>
<td>Soil Testing (Spring and Fall)</td>
</tr>
</tbody>
</table>

### Stuart Soccer Field Specifications (Scope #4)

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Mow and Trim Field 1-3 times per week depending on schedule</td>
</tr>
<tr>
<td>1</td>
<td>Fertilizer/Pre-emerge/Weed control (Dimension)</td>
</tr>
<tr>
<td>4</td>
<td>Fertilizer/Broadleaf Turf (fert. composition dependent on soil testing)</td>
</tr>
<tr>
<td>2</td>
<td>Foliar Applications - type dependent on soil testing (July, August, Sep)</td>
</tr>
<tr>
<td>2</td>
<td>Post-Emergent/Broadleaf Spot Spraying (Drive/Trimec Q4)</td>
</tr>
<tr>
<td>1</td>
<td>Fertilize Dormant Turf</td>
</tr>
<tr>
<td>2</td>
<td>Fungicide Application (broad spectrum)</td>
</tr>
<tr>
<td>-</td>
<td>Insecticide Application</td>
</tr>
<tr>
<td>1</td>
<td>Grub Control</td>
</tr>
<tr>
<td>-</td>
<td>Lime or Gypsum applications (depending on soil testing)</td>
</tr>
<tr>
<td>2</td>
<td>Core Aerate Practice Field</td>
</tr>
<tr>
<td>1</td>
<td>Topdress field</td>
</tr>
<tr>
<td>1</td>
<td>Spring slit-seeding (100% bluegrass)</td>
</tr>
<tr>
<td>1</td>
<td>Spring Clean-Up</td>
</tr>
<tr>
<td>1</td>
<td>Leaf Removal</td>
</tr>
<tr>
<td>2</td>
<td>Soil Testing (Spring and Fall)</td>
</tr>
</tbody>
</table>
EXHIBIT A

Landscape Maintenance Scope of Services
Athletic Field Maintenance

Additional Specifications for fields:
1. Weekly meet with IIT Grounds Maintenance staff and IIT irrigation contractors to adjust irrigation to appropriate watering levels and times.
2. Mowing of turf at approximately 2-1/2 to 3" (2-1/2 in April/November)
3. Trimming turf along buildings, plantings, medians, light poles and other obstructions.
4. Clean grass clippings from walk and paved areas after mowing.
5. Transport all grass clippings/leaves (not sticks) and deposit the greatest possible volume in compost container located north of 3201 S. State
6. Removal of leaves from lawns, paved areas, fence lines and other areas where leaves accumulate.
7. Power edging of all walkways, curblines & hard boarders
8. Annual Spring clean-up
9. Fall Leaf pick-up (occurs weekly adjusted according to match leaf dropage)

<table>
<thead>
<tr>
<th>Machines/Materials required:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotary mower/bagging unit - w striping kit</td>
</tr>
<tr>
<td>Athletic turf commercial slit seeder - walk behind or 3 point hitch</td>
</tr>
<tr>
<td>RD-11 roller if sod replacement needed</td>
</tr>
<tr>
<td>40 HP Tractor with turf tires</td>
</tr>
<tr>
<td>Hydraulic aerators - 3 point hitch or walk behind - 1/2&quot; or 3/4&quot; Tine size - 2&quot; core spacing - minimum 4&quot; depth</td>
</tr>
<tr>
<td>Deep tine aerification</td>
</tr>
</tbody>
</table>
EXHIBIT A
IIT Letter of Sales Tax Exemption

Illinois Department of Revenue
Office of Local Government Services
Sales Tax Exemption Section 3-520
101 W. Jefferson Street
Springfield, Illinois 62702
217-782-5801

August 27, 2010

FRANK R. RIGGIO
PURCHASING DEPT STE 201
3300 S FEDERAL ST
CHICAGO IL 60616

We have received your recent letter; and based on the information you furnished, we believe

IL INSTITUTE OF TECHNOLOGY
of
CHICAGO, IL

is organized and operated exclusively for educational purposes.

Consequently, sales of any kind to this organization are exempt from the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax in Illinois.

We have issued your organization the following tax exemption identification number: E0995-0999-06. To claim the exemption, you must provide this number to your suppliers when purchasing tangible personal property for organizational use. This exemption may not be used by individual members of the organization to make purchases for their individual use.

This exemption will expire on September 1, 2015, unless you apply to the Illinois Department of Revenue for renewal at least three months prior to the expiration date.

Office of Local Government Services
Illinois Department of Revenue

ST# 49 IN-2126
IL-903-2856
11-C06278
EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES

EXHIBIT A

IIT Letter of City Licensing Fee Exemption

4/22/2009

REPORTS OF COMMITTEES
EXHIBIT B
LANDSCAPE MAINTENANCE QUALIFICATION FORM

COMPANY INFO: Please provide the following information.

1. Legal Name: _______________________________________________________
2. Legal Address: _____________________________________________________
3. Year Company was Incorporated: _____________________________________
4. Company Main Phone Number: ________________________________________
5. Fax Number: _______________________________________________________
6. E-Mail Address: ____________________________________________________
7. Web Site: _________________________________________________________
8. Owner and Title: __________________________________________________
9. Operations Manager: ______________________________________________
10. Attach Company Organizational Chart.

BUSINESS STATUS: Check all that apply.


_____% of work will be awarded to Minority and/or Women Owned Business Enterprises

EXPERIENCE:

1. Is your company presently providing landscape maintenance services for any
   College/University office/school buildings similar to the scope of this RFP?

   Yes _____  No _____

2. List Names, Locations, Contact Person & Contact information for current similar contracts:

   _________________________________________________________________

   _________________________________________________________________

   _________________________________________________________________

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

Signed ____________________________________________  Date ___________
EXHIBIT C

Landscape Maintenance Pricing

E-MAIL sebby@iit.edu FOR WRITABLE ELECTRONIC VERSION OF EXHIBIT C
EXHIBIT D

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

The following constitutes the MBE/WBE and Equal Employment Opportunity Plan (the "Plan") which shall govern the activities of the Contractors, Subcontractors and Vendors engaged to perform Work at Illinois Institute of Technology. Each Contractor, Subcontractor or Vendor who agrees to perform work, services and supply materials to the institution shall be deemed to have agreed to the terms of this Plan and this Plan shall be deemed incorporated into any Contract for services, 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, Subcontractor or Vendor providing services, products or materials for the institution, 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.

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 procurement of supplies or materials, 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.
IV. 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. Contractor agrees that it shall maintain and make available to IIT documentation regarding M/WBE utilization. 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. 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 as determined by IIT.

B. 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 Contract. 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.

V. 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, 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.
VI  RECORD KEEPING
A. Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs

VII  NON-COMPLIANCE
Failure to comply with the M/WBE requirements of this contract or failure to use MBEs and WBEs as stated constitutes a material breach of the Contract, and may lead to the suspension or termination of this Contract in part or in whole.

VIII.  MBE AND WBE CONTRACTOR ASSISTANCE
Contractors must themselves assist MBEs and WBEs in overcoming barriers to program participation.

IX.  CONTRACTOR ASSISTANCE AGENCIES
The following Minority and Women Business Enterprise assistance agencies should be contacted to identify certified contractors:

Midwest Women’s Center
828 S. Wabash
Chicago, Illinois 60604
Attn: Marcia Medema
(312) 922-8530

Cosmopolitan Chamber of Commerce
1444 S. Michigan Ave.
Suite 240
Chicago, Illinois 60605
Attn: Gloria Bell
(312) 786-0212

Directory of Certified, Disadvantaged, Minority and Women Business Enterprises
City of Chicago – Dept. of Purchases
Certification Unit
City Hall – Room 403
Chicago, Illinois 60602
Women’s Business Development Center
8 S. Michigan Ave., #400
Chicago, Illinois 60606
Attn: Hedy Radner
(312) 853-3477

Chicago Minority Business Development Council (CMBDC)
11 S. LaSalle Street, #850
Chicago, Illinois 60603
Attn: Maye Foster-Thompson
(312) 263-0105

The New Coalition
300 S. Wacker Dr., #2730
Chicago, Illinois 60606
Attn: Lee Walker
(312) 427-1290

African American Contractors Association
3901 S. State Street, Suite 103
Chicago, IL 60653
Omar Shareef, President
(312) 915-5960
EXHIBIT E
EXAMPLE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Landscape Maintenance Agreement ("Agreement") is made as of the 1st day of June, 2011, between ____________________ ("Contractor"), an Illinois corporation having its principal offices at ____________________, and Illinois Institute of Technology ("IIT"), an Illinois not-for-profit corporation having offices at 100 West 33rd Street, Chicago, Illinois, 60616-3793.

1. Services

By this Agreement, IIT hereby retains Contractor to provide, and Contractor hereby agrees to provide, landscape maintenance services (collectively, "Services"). Landscape Maintenance services are provided to certain of IIT’s landscape areas (collectively, "Grounds"), as identified on Exhibit B which are attached to and made part of this Agreement.

The Services are as described in the Scope of Services & Service Schedule which is attached to and made part of this Agreement as Exhibit A. The pricing and charges for Contractor’s provision of the Services are described in Contractor’s pricing schedule from its proposal ("Pricing Schedule") which is attached to and made part of this Agreement as Exhibit C. In the event of conflict, this Agreement and the Pricing Schedule shall control; then the Scope of Service; and lastly, the Contractor’s proposal.

2. Term

The term of this Agreement shall commence on June 1, 2011 ("Commencement Date") and shall expire on May 31, 2012 ("Expiration Date"). The Agreement may be terminated before the Expiration Date as provided in Section 18.

3. Renewal

This Agreement may be renewed, in accordance with the provisions of this Section 2, for up to two additional one-year option terms. If Contract wishes to seek to renew this Agreement, Contractor shall request renewal of the Agreement for an additional option year by so notifying IIT in writing at least ninety (90) days before the Expiration Date. Contractor shall incorporate in the request a proposed new Pricing schedule for the additional option year. If IIT agrees to the request, it shall notify Contractor in writing within thirty (30) days after receipt of the request. If the Agreement is so renewed for an additional option year, all terms and conditions of this Agreement shall remain the same, except for the Pricing Schedule. With respect to any renewal, any changes other than a change to the Pricing Schedule must be made by an amendment to this Agreement executed by the parties.
4. Service Standards

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

Contractor shall identify at least one primary technician and one secondary technician either of which would be dispatched on services calls, both regular maintenance and emergency service for Equipment listed in Exhibit B. Contractor shall identify a 24 hour, 7 day per week service request number. Contractor shall respond onsite within two (2) hours of all service calls.

5. The Pricing Schedule

IIT shall pay Contractor in accordance with the cost items set out in the Price Schedule Exhibit C. Contractor shall submit quarterly invoices for payment. All invoices must have a unique reference or invoice number. IIT shall pay each invoice within thirty (30) days after receipt thereof; provided, however, that IIT reserves the right to dispute any part of an invoice and pay the undisputed portion of the invoice as provided herein. IIT shall notify Contractor of the disputed amount within fifteen (15) days after receipt of the invoice. If the parties agree upon a resolution pursuant to which IIT will pay some portion of the disputed amount, then Contractor shall include the agreed upon amount in its next quarterly invoice.

6. Additional Services

During the Term, IIT may request a bid for the following from the Contractor: (a) to provide Services not included in Exhibit A; (b) to provide Services not included in Section 4; (c) to provide Services in a manner that substantially exceeds the Service Standards described in Section 4; or (d) to provide work not covered by the pricing structure in Section 5 (collectively referred to as, the “Additional Services”). If IIT requests Contractor to bid on the Additional Services, IIT shall submit to Contractor an electronic or written request for Additional Services. If Contractor desires to bid on the Additional Services, it shall submit an electronic or written bid within one (1) business day following IIT’s request submittal. Contractor’s bid shall include its pricing schedule for the Additional Services and the personnel, equipment and other special requirements needed to perform the Additional Services. If Contractor does not so bid or if IIT rejects Contractor’s bid, IIT may, without any liability or obligation to Contractor, submit a request for bids for the Additional Services to other contractors.
If the parties reach agreement for Contractor to provide the Additional Services, any bid or bids submitted by Contractor pursuant to the immediately preceding paragraph shall automatically become Exhibit C-1 to this Agreement, and all other terms and conditions of this Agreement shall govern Contractor's provision of the Additional Services. Contractor shall include in its quarterly invoice, as provided in Section 5, its charges for the Additional Services, as set forth in Exhibit C-1, and shall identify those charges as "Additional Service Charges." (For purposes of this Contract, all provisions, requirements and obligations applicable to the Services shall, by this statement, automatically be deemed applicable to any requested and agreed to Additional Services.)

7. Incident Reports

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

8. Equal Employment Opportunity

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

9. Contractor’s Employees

Contractor shall employ a sufficient number of employees to comply with the Service Standards described in Section 4. Contractor shall require its employees to carry IIT approved identification at all times while on duty and shall provide IIT with the names of its employees working under this Agreement and the Grounds in which they are working. Contractor shall provide IIT with an updated list whenever it has new employees working at IIT or to render different Services hereunder. Background checks shall be done on all Contractor employees assigned to render Services hereunder, and IIT shall be provided with the results of these background checks prior to any such employee so rendering Services.

Contractor employees shall wear a hard hat at all times in areas identified by IIT.

Contractor shall be responsible for hiring, paying, supervising and disciplining its employees in performing its obligations hereunder; provided, however, that IIT shall have the right to require Contractor to remove any employee who, in IIT’s sole discretion, is deemed unsuitable to work at IIT. Contractor shall be solely responsible for complying with all legal and regulatory requirements as an employer, including, but not limited to, wage and hour, taxes, workers compensation, OSHA and employee benefits.
Contractor shall take reasonable steps to prevent its employees from committing any acts of personal misconduct, criminal conduct and/or damage to IIT, its employees and students, and the personal property of any of the foregoing. Contractor shall not permit its employees to smoke or drink alcohol or be under the influence of any illegal drug or alcohol while working at IIT. Contractor shall not permit its employees to possess any firearm, mace or other weapon while working at IIT. Contractor shall have its employees treat all personnel and IIT property with due care and respect.

Contractor shall regularly provide training for its employees in order to ensure their successful performance of the Services. Training shall include, but not be limited to, the following subjects: IIT’s policies and procedures, the reporting of incidents, as provided in Section 7; compliance with laws and regulations, as provided in Section 12; and the confidentiality of information, as provided in Section 17.

10. Management Employees

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

11. Performance Evaluations and Reporting

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

In addition to any other requirement imposed by this Agreement, upon completion of a Service or an Additional Service on a piece of Equipment, the Contractor shall furnish to IIT’s Contact Person an electronic or written report detailing the dates, hours worked, tasks performed, and deficiencies detected, as well as the results of work performed. Such electronic report shall be delivered no later than the business day following such completion. Contractor will update & submit any reports and logs required by contract Exhibits or federal, state and local laws, regulations, rules and ordinances.

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

13. Chemicals

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

14. Indemnification and Waiver

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

Contractor waives any Claims against IIT for damage or destruction to its property or equipment and for economic loss or business disruption, unless caused by IIT’s reckless disregard or willful and wanton misconduct. Contractor shall pay for any damage or destruction which caused by its employees or agents to IIT property or equipment, excluding normal wear and tear. Contractor shall pay for the damage within thirty (30) days after receipt of the IIT’s invoice for such damage.

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

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

Certificate of Insurance must clearly state:

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

Certificates received without this language will be rejected.

Certificates Holder should be listed as: Illinois Institute of Technology and address should be shown as: Main Building, Room 201; 3300 S. Federal Street; Chicago, IL 60616

16. Force Majeure

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

17. Confidential Information

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

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

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

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

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

18. Termination

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

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

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

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

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

19. Notice

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

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

| IIT: | Contract Administrator |

8
John Sebby  
Facilities Maintenance Management  
Illinois Institute of Technology  
Machinery Hall, Room 200  
100 W. 33rd Street  
Chicago, IL 60616  
Phone: 312-567-7041  
Fax: 312-567-3344  
E-mail: jssebby@iit.edu

IT:  
Kevin Gallagher  
Illinois Institute of Technology  
Machinery Hall, Room 200  
100 W. 33rd Street  
Chicago, IL 60616  
Phone: 312-567-3320  
Fax: 312-567-3344
All other demands and notices, including the notices provided in Section 14 and 18, are to be sent in addition to the following persons:

**IIT:**
Terrence J. Frigo  
Associate Vice President  
Facilities, Real Estate and Construction  
Illinois Institute of Technology  
Machinery Hall, Room 200  
100 W. 33rd Street  
Chicago, IL 60616

**Contractor:**

**With a copy to:**
Mary Anne Smith  
Vice President & General Counsel  
Illinois Institute of Technology  
10 W. 33rd St., Room 224  
Chicago, Illinois 60616

20. **Governing Law**

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

21. **Entire Agreement**

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

22. **Assignment**

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

23. **Relationship of Parties**

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

The parties represent that each individually has received all necessary approvals to enter into and execute this Agreement and that the person signing below on its behalf is authorized to do so.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**Contractor**

By: ______________________

Name: ____________________

Title: _____________________

**Illinois Institute of Technology**

By: ______________________

Name: ____________________

Title: _____________________
EXHIBIT F

CAMPUS MAPS