

Request for Proposal Main Campus Pest Control Service



**Division of 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. Request for Qualification
- C. Pricing Schedule
- D. IIT M/WBE Plan
- E. Service Agreement sample
- F. Campus Map

Part 1. Project Description:

The University is soliciting proposals for Pest Control Service for the following buildings:

Building	Address
3410 Building	3410 South State
3424 Central	3424 South State
3424 South	3440 South State
Alumni Memorial Hall	3201 S. Dearborn Street
Bailey Hall	3101 S. Wabash
Carmen Hall	60 E. 32nd Street
Carr Chapel	65 E. 32nd Street
Chemistry Research Building	3440 S. Dearborn Street
CTA (#1)	3100 S. Federal Street
CTA (#2)	3120 S. Dearborn Street
Crown Hall	3360 S. State Street
Cunningham Hall	3100 S. Michigan
East Hall **	71 E. 32nd Street
Engineering Research Building	55 W. 34th Street
Engineering1	10 West 32nd Street
Farr Hall	3300 S. Michigan Avenue
Fowler Hall **	3241 S. Wabash
Fraternities/ Sororities	Various
Kappa Sorority	3330 S Michigan
ASA Sorority	3340 S Michigan
Triangle Fraternity	3360 S Michigan
PKS Fraternity	3366 S Michigan
ASP Fraternity	3361 S Wabash
DTD Fraternity	3349 S Wabash
SPE Fraternity	3341 S Wabash
PKP Fraternity	3333 S Wabash
Galvin Library	35 West 33rd Street
Graduate Hall **	70 E. 33rd Street
Gunsaulus Hall	3140 S. Michigan
Hermann Union Building (HUB)	3241 S. Federal Street
IIT - Tower	10 West 33rd Street
Keating Hall	3040 South Wabash Avenue
Lewis Hall **	70 E. 33rd Street
Life Sciences Building	3105 South Dearborn Street
Life Science Research (LSR)	35 W. 34th Street

Machinery Hall	100 West 33rd Street
Main Building	3300 South Federal Street
Metals/INFAC	3350 S. Federal
McCormick Student Village (MSV)	3241 S. Wabash
MTCC/ Commons	3201 South State
North Hall **	71 E. 32nd Street
Perlstein Hall	10 West 33rd Street
Power Plant	3430 South Federal
Siegel Hall	3301 South Dearborn
South Hall **	71 E. 32nd Street
State Street Village (SSV) - North	3303 S State
State Street Village (SSV) - Middle	3333 S State
State Street Village (SSV) - South	3353 S State
Stuart Building	10 West 31st Street
Vandercook College of Music	3140 South Federal Street
Wishnick Hall	3255 South Dearborn Street

**** Part of MSV**

Part 2. The Proposal

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 pest control services 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, and must include all info in Exhibit B & Exhibit C.
 - 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 Seby
Operations Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, IL 60616
seby@iit.edu

- 4.1.2 Pre-proposal meeting will be held on: **Wednesday, May 11, 2011** at that time IIT will take any questions and tour areas of campus desired by the bidding contractors. At that time IIT will take any questions and tour all buildings desired by the bidding contractors. If you are planning on attending the meeting please email John Seby seby@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 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 seby@iit.edu. Submissions of Exhibit C are only valid if pricing on an entire list is completed.
- 4.1.4 Only a file copy of Exhibit C, obtained through the contract contact and fully completed as outlined in 4.1.3 will be considered a valid document.
- 4.1.5 All blank space on the Contractor Qualifications Form (Exhibit B) shall be filled in. An electronic copy of Exhibit B may be obtained by emailing seby@iit.edu .
- 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 **CONTRACTOR 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: **Pest Control Services 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 documents 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, May 17, 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 staff, company experience on projects of similar size 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 service manager, mobile phone & email address.
- 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 Seby
Operations Manager
Facilities Maintenance Management
100 West 33rd Street
Chicago, Illinois 60616
seby@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. RFP – Scope of Services
- B. Contractor Qualification Form
- 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 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

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. Request for Qualification
- C. Pricing Schedule
- D. IIT M/WBE Plan
- E. Service Agreement
- F. Campus Map

EXHIBIT A

PEST CONTROL SCOPE OF SERVICES

Implement an exterminating program that ensures adequate weekly coverage of all IIT buildings and grounds to control and treat for cockroaches, rodents and seasonal pests. Provide IIT with sufficient dedicated service technicians to enable them to familiarize themselves with the numerous locations listed in this package, as well as to enable the campus population to familiarize itself with the technicians. Technicians should be in uniform while on site and able to produce a valid identification card if requested.

Working Hours

Contractor's technician(s) are required to report to the Facilities Department, Room 200, Machinery Hall, 100 West 33w Street, prior to going to any scheduled university work area. If access keys are required, these keys will be signed out at the time the technician checks in at the Facilities department. At the end of the day these keys must be returned, along with copies of the completed job tickets, to the Facilities Department. Work must be scheduled to coincide with university hours of business, Monday through Friday, 8:00 a.m. through 4:30 p.m., excluding holidays, unless otherwise specified. All Regular services are to be provided on a weekly basis, Monday through Friday, unless pest sightings require additional attention.

All bait traps must be secured in such a manner as to be as effective as possible without endangering the squirrels and or birds that populate campus. In addition, the bate traps must be inconspicuous in pedestrian walkways or by main entryways to campus buildings. The nature of operations in each campus location varies from academic classrooms, research laboratories, cafeterias and residential environments which all require customized attention. These types of details will be incorporated into the service schedule at a later date.

Workorders & Integrated Pest Reports

The University communicates facility related issues via an electronic workorder system. They workorders can be delivered by fax or email, to be agreed upon con contractor & IIT. All Workorders pertaining to pest control will be fax/emailed (whichever is identified as preferred method) to contractor. All workorder requests are to be followed up by contractor no later than the next business day. A report of what was checked & treated is to be furnished to Facilities Department, Room 200, Machinery Hall, 100 West 33rd Street at the end of the day.

Integrated pest reports are to be turned in to the appropriate location. It is the contractor's responsibility to keep these books fully updated with treatment actions taken, inspection tickets and any further recommendations and notes following each visit. See ¶ in subsequent sections for locations of integrated pest log books

IIT Office and Research Real Estate Properties

- ☰ Integrated Pest control logs for the following locations kept at Tower Security Desk (10 W. 35th St.)
- | | |
|---|------------------------------|
| IIT Tower, | 10 W. 35 th St. |
| Life Science Research Building (LSR), | 35 West 34 th St. |
| Engineering Research Building (ERB), | 55 West 34 th St. |
| ➤ Including "Alley" area/structures between ERB and LSR | |
| Metals/INFAC Building | 3350 S. Federal |
| 3410 Building | 3410 S. State St. |
| 3424 Central Building | 3424 S. Slate St. |
| 3424 South Building | 3424 S. Stale St. |

Fraternity/Sorority Quadrangle

- Integrated Pest control logs for Kappa and ASA are kept in Housing Office (3241 S. Wabash)
With the exception of the Kappa and ASA Sorority House, this section of campus should be quoted only for an Exterior bait station program only. Each fraternity contracts their own extermination programs.

Residential (with cooking facilities)

- Integrated Pest control logs for the following locations kept in Housing Office (3241 S. Wabash)

State Street Village

SSV-North	3303 S State
SSV-Middle	3333 S. State
SSV-South	3353 S. State

High-Rise Apartment Complex

Each high rise has a basement laundry room, storage room & mechanical room.

Vacated apartments must be treated on request (1-yr leases are the norm):

Carman Hall	60 East 32nd St. (96 Apartments)
Gunsaulus Hall	3140 S. Michigan Av. (113 Apartments)

**Rodent treatment also to be applied to exterior of vacant graduate high-rises

Undergraduate "dormitory style" student halls

Basement laundry rooms

McCormick Student Village (MSV)	3241 S. Wabash Av. (413 Rooms)
Kappa Sorority House	3330 S. Michigan Av. (29 Rooms)
ASA Sorority House	3340 S. Michigan Av. (29 Rooms)

**Rodent treatment also to be applied to exterior of all fraternity Houses

Vacant Residential Buildings

Bailey Hall	3101 S. Wabash Av. (88 Apartments)
Cunningham Hall	3100 S. Michigan Av. (56 Apartments)

Campus & Conference (including Office & Food Service Facilities)

- Integrated Pest control logs for the following locations kept in Campus Info Center (3201 S. State)

McCormick Tribune Campus Center (MTCC)	3201 S. State St.
Commons (part of MTCC)	3200 S. Wabash Av.
Hermann Hall (HUB)	3241 S. Federal Av.
➤ Hermann includes the "Bog" Recreation area & Bar	

Academic Buildings (Classrooms/Offices)

- Integrated Pest control logs for the following locations kept in Facilities Office (100 W. 33rd St.)

Alumni Hall	3201 S. Dearborn Av.
Carr Chapel	65 East 32nd St.
Crown Hall	3360 South State St.
CoGen Power Plant	3430 S. Federal Av.
CTA Bldg #1	3100 S. Federal Av.
CTA Bldg #2	3120 S. Dearborn Av.
Engineering 1 Building	10 West 32nd St.
Facilities Garage	3240 S. Federal Av.
Farr Hall	3300 South Michigan Av.

Galvin Library	35 west 33d St.
Keating Gym	3040 South Wabash Av.
Life Sciences Building	3105 S. Dearborn Av.
Main Building	3300 S. Federal Av.
Machinery Hall	100 West 33d St.
Perlstein Hall	10 West 33rd St.
Siegel Hall	3301 S. Dearborn Av.
Stuart Building	10 West 31 st St.
Vandercook College of Music	3140 S. Federal Av.
Wishnick Hall	3255 S. Dearborn Av.

Exterior Trash Compactor/Roll-Off Sites

Special attention is to be given to the dumpster & compactor locations throughout campus. McCormick Student Village (MSV), State Street Village (SSV), McCormick Tribune Campus Center (MTCC), and the Tower/3424 dock, are high volume waste areas that attract pests. These exterior locations will require consistent attention.

Contact Personnel

A list of university contact personnel will be given to the Pest Control company awarded the contract. These IIT individuals oversee specific buildings and may need to discuss scheduling issues or problems with the technicians servicing their buildings on a weekly basis. Technicians must still sign in and out at the Facilities Department whenever they are on campus.

Special Treatments

On occasion it will be necessary for Contractor to provide special treatments for the interior and/or exterior control of pests that are most prevalent during specific seasonal periods. Requests for these services will be made in the same manner that regular Bees, bedbugs, midges, houseflies, ants, centipedes or millipedes, and ground wasps, are some of the pests that may require special attention. It is understood that services rendered as a result of special requests will be additional billable services. Cost for service in addition to the negotiated rate for the regular scope of service are to be invoiced separately for each occurrence incurring a cost, and show the detailed as to the pest that was treated for, the technician that performed the treatment. Costs for these additional services outside are to be clearly designated in Pricing, Exhibit C.

Invoicing

Invoices are to be sent monthly to the IIT contract administrator. The regular service pricing list in Exhibit C show the areas are to be invoiced together each month. Each invoice must show a line item cost for each individual area, and must only include the regular contracted rate for service.

The special or additional services outside the regular scope of service are to be invoiced separately for each occurrence incurring a cost in accordance with the additional services pricing list in Exhibit C. Invoices must detail the location that was treated, pest that was treated, the technician that performed the treatment & the workorder number sent to requested the work. The University communicates facility related issues via an electronic workorder system. They workorders can be delivered by fax or email, to be agreed upon with contractor & IIT. All Workorders pertaining to pest control will be fax/emailed (whichever is identified as preferred method) to contractor. All workorder requests are to be followed up by contractor no later than the next business day.

EXHIBIT B

CONTRACTOR QUALIFICATION FORM

Contractor is to complete the form below as well as the ILLINOIS INSTITUTE OF TECHNOLOGY – VENDOR APPLICATION FORM (VAF). Contractor is also to submit W-9 form, and if applicable Small or Disadvantaged Business Certification Forms.

Company Information: Please provide the following information.

1. Company Name : _____
2. Year Company was Incorporated: _____
3. Owner and Title: _____
4. Service Manager: _____
5. Proposed Service Representative: _____
6. Attach Company Organizational Chart.

Business Status: Check more than one if applicable.

Incorporated: _____ Sole-Owner: _____ Partnership: _____ M/WBE: _____
Traded: _____ Others: _____

Sales Information:

1. Company Total Dollar sales fiscal 2010 year: _____
2. Has your company ever filed for bankruptcy? Yes _____ No _____. If Yes, explain in detail the reasons why, filing date and current status. _____

EXHIBIT B (continued)

CONTRACTOR QUALIFICATION FORM

Service/Management Information: *(provide attachments if spaces provided is insufficient)*

1. Indicate the ratio of Managers to personnel Company wide: _____
2. Total number of technicians in Chicago: _____
3. Total number of service routes in Chicago: _____
4. Are your employees covered by a collective bargaining unit? Yes _____ No _____
If Yes, list the name of the unit and expiration date of the current agreements.

5. Describe your company Quality assurance program and name your proposed Quality assurance agent. _____
7. Describe in what training you currently have in house or under contract for your employees. _____
8. Describe in detail your safety program (Attach any supporting documentation)

9. Has your company ever been terminated on a contract for unsatisfactory performance? Yes _____ No _____ If Yes, describe in detail.

10. Provide your financial reference with contact and phone number.

11. Provide your insurance reference with contact and phone number.

EXHIBIT B (continued)

CONTRACTOR QUALIFICATION FORM

EXPERIENCE:

1. Is your company presently providing pest control services for any colleges/
universities in Chicago/Area similar to scope of this RFP? Yes _____ No _____
2. Number of accounts similar to scope of this RFP your company currently provide
pest control services to in Chicago & surrounding area _____
3. List Names, Locations and Contact Person for current colleges/universities or
account of similar nature for which your company is providing pest control services:
List Chicago facilities first. Use attachment page if necessary.

Name: _____
Location: _____
Contact Person: _____
Phone Number: _____

Name: _____
Location: _____
Contact Person: _____
Phone Number: _____

Name: _____
Location: _____
Contact Person: _____
Phone Number: _____

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

Signed _____ Date _____

EXHIBIT C

Pricing Schedule

Regular Weekly Service

Building	Address	Cost per Month
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ACEDMIC/RENTAL/RESEARCH BILLING AREA

3410 Building	3410 South State	
3424 Central	3424 South State	
3424 South	3440 South State	
Alumni Memorial Hall	3201 S. Dearborn Street	
Carr Chapel	65 E. 32nd Street	
CTA (#1)	3100 S. Federal Street	
CTA (#2)	3120 S. Dearborn Street	
Crown Hall	3360 S. State Street	
Engineering Research Building	55 W. 34th Street	
Engineering1	10 West 32nd Street	
Farr Hall	3300 S. Michigan Avenue	
Galvin Library	35 West 33rd Street	
IIT - Tower	10 West 33rd Street	
Keating Hall	3040 South Wabash Avenue	
Life Sciences Building	3105 South Dearborn Street	
Life Science Research (LSR)	35 W. 34th Street	
Machinery Hall	100 West 33rd Street	
Main Building	3300 South Federal Street	
Metals/INFAC	3350 S. Federal	
Perlstein Hall	10 West 33rd Street	
Power Plant	3430 South Federal	
Siegel Hall	3301 South Dearborn	
Stuart Building	10 West 31st Street	
Vandercook College of Music	3140 South Federal Street	
Wishnick Hall	3255 South Dearborn Street	

EXHIBIT C (continued)

Pricing Schedule

CAMPUS & CONFERENCE CENTERS BILLING AREA

Hermann Hall	3241 S. Federal Street	
<i>Break out cost for Bog Bar/Recreation area</i>		
McCormick Tribune Campus Ctr (MTCC)	3201 South State	
<i>Break out cost for Commons Dining Facility</i>		

HOUSING BILLING AREA

Graduate Apartments	Various	
Carmen Hall	60 E. 32nd Street	
Bailey Hall (vacant)	3101 S. Wabash	
Gunsaulus Hall	3140 S. Michigan	
Cunningham Hall (vacant)	3100 S. Michigan	
Fraternities/ Sororities	Various	
Kappa Sorority	3330 S Michigan	
ASA Sorority	3340 S Michigan	
Triangle Fraternity	3360 S Michigan	
PKS Fraternity	3366 S Michigan	
ASP Fraternity	3361 S Wabash	
DTD Fraternity	3349 S Wabash	
SPE Fraternity	3341 S Wabash	
PKP Fraternity	3333 S Wabash	
McCormick Student Village (MSV)	3241 S. Wabash	
East Hall **	71 E. 32nd Street	
Fowler Hall **	3241 S. Wabash	
Graduate Hall **	70 E. 33rd Street	
Lewis Hall **	70 E. 33rd Street	
North Hall **	71 E. 32nd Street	
South Hall **	71 E. 32nd Street	
State Street Villiage	Various	
State Street Village (SSV) - North	3303 S State	
State Street Village (SSV) - Middle	3333 S State	
State Street Village (SSV) - South	3353 S State	

EXHIBIT C (continued)

Pricing Schedule

Additional Services

Pest Treatment Service of pests outside the scope regular service during a regularly scheduled visit	
--	--

Pest Treatment Service of pests outside the scope regular service requiring a visit to campus not during a regularly scheduled visit	
--	--

Contractor, in the space provided below, will itemize cost per visit to treat for specific pests outside the regular scope of service

Bed Bugs Inspection	
Bed Bugs Treatment	
Wasps/Bees	

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
Service Agreement Example

AGREEMENT FOR PEST CONTROL SERVICES

*This Pest Control Services Agreement (“Agreement”) is made as of the 1st day of June, 2010, 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, pest control services (collectively, “Services”). Pest Control are provided to certain of IIT’s buildings & grounds (collectively, “Buildings”), 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 Contractor 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 sixty (60) 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. Services

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

5. The Pricing Schedule

IIT shall pay Contractor in accordance with the cost items set out in the Price Schedule Exhibit C. Contractor shall submit weekly 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 B; (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 Buildings in which they are working. Contractor shall provide IIT with an updated list whenever it has new employees working at IIT or whenever Contractor assigns employees to different Buildings 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 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 servicing IIT. Contractor and IIT shall each designate an operational point of contact ("Contact Person") for daily management of this Agreement and shall identify that person in Section 19 below. Contractor's Contact Person must be reachable by telephone service, pager and email a minimum of ten (10) hours per day, Monday through Friday, and must be otherwise reachable by telephone service twenty-four (24) hours a day, seven (7) days a week.

11. Performance Evaluations and Reporting

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

Following the completion of a service, written work tickets/inventory which is in addition to the an invoice, detailing the work performed are to be turned in to the Facilities office at 100 W. 33rd St, suite 200.

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 material 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.

For the avoidance of doubt, the Certificate of Insurance that Contractor must provide pursuant to the immediately preceding paragraph must 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 ten (10) days' prior written notice of termination or material 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; or*
- (3) Information lawfully disclosed to Contractor by a third party not under obligation of confidentiality to IIT.*

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

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

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

18. Termination

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

IIT may also terminate this Agreement upon the Contractor's default of this Agreement. The occurrence of any of the following shall constitute a default by

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

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

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

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

19. Notice

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

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

IIT:

*Contract Administrator
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: jsebby@iit.edu*

Contractor:

IIT:

*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 hereto and merges all prior agreements, dealings and negotiations. No modification, alteration or amendment shall be effective unless it is in writing and signed by both parties.

22. Assignment

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

23. Relationship of Parties

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

24. Authority to Sign

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

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

Contractor

Illinois Institute of Technology

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit F
Campus Map

