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| UChicago_CMYK_MAROON | **ATTACHMENT C** |  |

**INDEPENDENT CONTRACTOR AGREEMENT**

**Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_**

CONTRACTOR: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

UNIVERSITY: THE UNIVERSITY OF CHICAGO

Procurement Services

6054 South Drexel Avenue, Suite 300

Chicago, IL 60637

Phone: 773-702-3323

Fax: 773-702-5500

This Independent Contractor Agreement (“Agreement”) is entered into by and between The University of Chicago (“UNIVERSITY”) and CONTRACTOR (referenced above). CONTRACTOR and UNIVERSITY hereby agree as follows:

1. **PROVISION OF SERVICES.**
2. CONTRACTOR shall provide to UNIVERSITY the professional services as are called for by each Statement of Work (a “Statement of Work”) entered into hereunder or as are otherwise necessary and appropriate to carry out the purposes thereof (collectively, the “Services”).
3. CONTRACTOR shall provide and deliver to the UNIVERSITY each deliverable described in the applicable Statement of Work (a “Deliverable”) (i) on or before the due dates therefor as set forth in the applicable Statement of Work and (ii) in compliance with the requirements for each such Deliverable under this Agreement and the applicable Statement of Work.
4. **COMPENSATION.**
5. In consideration for the Services, the UNIVERSITY agrees to pay CONTRACTOR in accordance with the schedule of payments set forth in the Statement of Work.
6. CONTRACTOR understands and agrees that, unless the Statement of Work expressly states otherwise, the UNIVERSITY has made no guarantee or commitment hereunder to purchase any minimum level of service and that the level of service actually ordered may vary from the estimate listed in this Agreement. CONTRACTOR warrants it will maintain competitive prices for the services listed in the Statement of Work and that the prices are and will continue to be comparable to those received by its most favored customers during the Term of this Agreement. CONTRACTOR understands that this Agreement is based upon payment for actual services rendered on a rate basis as specified in the Statement of Work.
7. UNIVERSITY may require CONTRACTOR to submit a completed and signed IRS Form W-9 or other applicable tax form prior to issuing any payment to CONTRACTOR.
8. **TERM AND TERMINATION.**
9. **TERM.** This Agreement shall be effective as of \_\_\_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”) and shall expire on \_\_\_\_\_\_\_\_\_, 20\_\_ (the “Term”) unless earlier terminated pursuant to the terms of this Agreement. Notwithstanding the foregoing, and at the UNIVERSITY’s option, if at the time this Agreement expires, any Statement of Work remains outstanding, the Term of this Agreement shall automatically be extended for the remaining term of the Statement of Work.
10. **TERMINATION FOR CONVENIENCE.** UNIVERSITY may terminate this Agreement or any one or more Statements of Work hereunder (in whole or in part), without cause upon at least thirty (30) days’ prior written notice to CONTRACTOR.
11. **TERMINATION FOR CAUSE**. Either party may terminate this Agreement by written notice to the other party, upon such other party’s material breach of this Agreement (other than failure to pay amounts that are the subject of a good faith dispute) if such material breach is not cured within thirty (30) days after the breaching party receives written notice reasonably detailing such breach from the non-breaching Party.
12. **EFFECT OF TERMINATION**. Upon UNIVERSITY’s demand, but in no case later than the expiration or termination of this Agreement, or Statement of Work, as the case may be, CONTRACTOR shall immediately deliver to UNIVERSITY (i) all documents or property of UNIVERSITY which may be in CONTRACTOR’s possession or under CONTRACTOR’s control, including but not limited to all materials that relate to UNIVERSITY which came into CONTRACTOR’s possession during the Term of this Agreement or in connection with the Statement of Work, as applicable and (ii) all Work Product created or developed (in whatever stage of development or completion) under this Agreement or the Statement of Work, as applicable.
13. **TOTAL PRICE**. The total consideration payable to CONTRACTOR under this Agreement shall consist of the fees set forth in a Statement of Work (the “Fees”), and except as expressly set forth in a Statement of Work, no other fees or charges of any kind whatsoever shall be payable or reimbursable under this Agreement in respect of the Deliverables or CONTRACTOR’s obligations to provide Services in connection with the Deliverables or provide any Services hereunder.
14. **INVOICING.** With respect to any Statement of Work, or portion thereof, that designates Fees to be paid on a milestone basis, upon the occurrence of each event designated as a milestone, CONTRACTOR may invoice the UNIVERSITY for the amount specified in the Statement of Work to be paid according to Paragraph 7 upon completion of such milestone.
15. **DETAILED INVOICES.** Each invoice rendered by CONTRACTOR shall include a reasonably detailed summary of the Fees and expenses reflected therein, separately identifying the Fee and expense components thereof by category. Notwithstanding the foregoing, the parties may identify additional components or details to be included in any invoices issued pursuant to such Statement of Work.
16. **PAYMENT.** The UNIVERSITY shall pay each invoice properly issued by CONTRACTOR hereunder within 45 calendar days after its electronic receipt thereof. The UNIVERSITY may, however, withhold payment of any invoiced amounts that the UNIVERSITY disputes in good faith, pending resolution of the matter.
17. **NO EXCESS CHARGES**. For any Services to be performed on a fixed-fee or not-to-exceed-fee basis, absent the UNIVERSITY’s specific prior written consent, the UNIVERSITY shall have no obligation to pay CONTRACTOR any amounts in excess of such fixed or not-to-exceed fee amount set forth in the Statement of Work applicable to such Services, notwithstanding any assumptions set forth in such Statement of Work. Notwithstanding the foregoing, CONTRACTOR shall have no obligation to perform any Services that are outside the scope of any Statement of Work absent a fully executed Change Order.
18. **CHANGE ORDERS.** The UNIVERSITY or CONTRACTOR may request, at any time and from time to time, that CONTRACTOR modify its performance of any Services or perform additional services for the UNIVERSITY under an existing Statement of Work. Within a reasonable period (not to exceed thirty (30) calendar days or another time period mutually-agreed upon by the parties after receiving such a request from or making such a request to the UNIVERSITY), CONTRACTOR shall prepare and submit a written proposal in the form of a change order (“Change Order”) to the UNIVERSITY that: (a) if applicable, assesses the expected impact of such request on any Services or Deliverables then being provided hereunder; (b) defines and describes how CONTRACTOR would fulfill or satisfy such request, and describes any additional Services and Deliverables to be provided by CONTRACTOR pursuant thereto in reasonable detail; (c) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates, anticipated by CONTRACTOR in connection with fulfilling such request; (d) contains proposed completion and acceptance criteria; and (e) sets forth any other information CONTRACTOR considers appropriate for inclusion. The parties shall thereafter negotiate in good faith to finalize such Change Order. No Change Order shall be binding upon the UNIVERSITY or CONTRACTOR unless executed and delivered by an authorized signatory of such party. Once executed and delivered by an authorized signatory of each party, such Change Order shall constitute an amendment to, and shall be deemed part of, the applicable Statement of Work.
19. **INDEMNIFICATION.** CONTRACTOR hereby undertakes and agrees to forever indemnify and hold harmless the UNIVERSITY, its affiliates, and each of their respective trustees, directors, officers, agents, servants and employees, from any and all losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any alleged bodily injury (including death) or damage to real or personal property (including loss of use) arising out of performance of the work under this Agreement and shall pay all damages, judgments, costs, and expenses including attorney's fees in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expense, demand, claims or cause of action arising out of or caused by the sole negligence of the UNIVERSITY or its Board of Trustees, individually or collectively, its subsidiaries or officers, agents, servants or employees of the UNIVERSITY.
20. **UNIVERSITY IP; NO PUBLICITY.** This Agreement shall not constitute a grant or transfer of any license or any right by UNIVERSITY to CONTRACTOR of any patent, trademark, copyright or any other intellectual property of the UNIVERSITY, including but not limited to the name “University of Chicago” “Maroons” or any variation of the UNIVERSITY’s “Phoenix” logo. CONTRACTOR agrees not to use the name, logo, service mark or trademark of UNIVERSITY, or the name, image or likeness of any UNIVERSITY-owned property or of any of UNIVERSITY’s students or employees, in sales promotion materials or advertising, or in any form of publicity, without the express written consent of UNIVERSITY.
21. **RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR STATUS.**
22. CONTRACTOR’s relationship to the UNIVERSITY is that of an independent contractor, and not an agent, employee or servant. CONTRACTOR shall not represent itself or hold itself out to third parties as being the agent, employee or servant of the UNIVERSITY. CONTRACTOR shall have no authority to bind the UNIVERSITY or any of its trustees, officers or employees. CONTRACTOR may perform services for parties other than the UNIVERSITY and is not precluded from doing so by this Agreement.
23. CONTRACTOR shall have the sole and exclusive right and responsibility to control, and to determine the method and manner of, CONTRACTOR’s performance of the Services. CONTRACTOR shall also be solely responsible for the training of its employees, and for providing all supplies and materials necessary to perform the Services.
24. CONTRACTOR shall pay and be solely responsible for all contributions, taxes and assessments on payrolls or other charges under all applicable federal, state and local laws, including without limitation withholding from wages of its employees. CONTRACTOR shall comply with all federal, state and local laws and regulations regarding compensation, hours of work, workplace safety or other conditions of employment.
25. **USE OF SUBCONTRACTORS**. CONTRACTOR shall not use any subcontractors without the prior written consent of the UNIVERSITY. All subcontractors shall be subject to a confidentiality agreement no less restrictive than the non-disclosure and confidentiality obligations existing between CONTRACTOR and UNIVERSITY. CONTRACTOR shall not be relieved of its obligations under this Agreement by use of any such subcontractors. If the UNIVERSITY reasonably believes that: (i) such subcontractor’s performance is inadequate or has had, or could reasonably be expected to have, a material adverse effect on the UNIVERSITY’s operations or the operations to which the applicable Services relate; (ii) such subcontractor’s behavior is inappropriate; (iii) such subcontractor has violated any non-disclosure or confidentiality obligations to which it is bound; or (iv) such subcontractor has violated, or has caused the UNIVERSITY to violate, any applicable law, UNIVERSITY shall notify CONTRACTOR of its determination in writing and the reasons therefor and CONTRACTOR shall promptly take commercially reasonable actions to remedy the deficiencies in the performance or conduct of such subcontractor or, if so requested by the UNIVERSITY, replace such subcontractor.
26. **CONFIDENTIALITY.** So long as this Agreement remains in effect, CONTRACTOR may have access to and become acquainted with information that is confidential, proprietary or otherwise not generally available to the public, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of UNIVERSITY, which are owned by UNIVERSITY and which are regularly used in the operation of UNIVERSITY's business, and personally identifiable information (“Confidential Information”). CONTRACTOR acknowledges such information is secret and confidential and that UNIVERSITY disclosed the same to CONTRACTOR. CONTRACTOR shall not use or disclose any such Confidential Information, directly or indirectly, or use them in any other way either during the Term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with this Agreement. All files, records, documents, drawings, specifications, equipment, and similar items relating to business at UNIVERSITY, whether prepared by CONTRACTOR or those acting on behalf of CONTRACTOR, shall remain the property of UNIVERSITY and shall be treated in a confidential manner by CONTRACTOR so as to safeguard its proprietary nature. CONTRACTOR shall use appropriate administrative, physical and technical safeguards to secure the Confidential Information from unauthorized or unlawful disclosure or use and accidental loss and destruction. CONTRACTOR shall use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but not less than a reasonable degree of care. Upon termination or expiration of this Agreement, CONTRACTOR shall return or destroy all Confidential Information in CONTRACTOR’s possession and shall certify in writing as to the same.
27. **OWNERSHIP OF WORK PRODUCT AND PROPRIETARY MATERIALS**.
28. **Work Product.** The parties agree that the Deliverables described in this Agreement as well as other items prepared in the performance of this Agreement (“Work Product”) shall be the exclusive property of UNIVERSITY and any Work Product developed by CONTRACTOR shall be considered “works for hire”, as defined by 17 U.S.C. § 201(b), belonging to UNIVERSITY. In the event that any Work Product is not considered a “work for hire”, CONTRACTOR shall assign any and all right, title and interest in and to the Work Product to UNIVERSITY at no additional cost.
29. **CONTRACTOR’s Proprietary Materials**. Notwithstanding Section 15a, all intellectual property owned by CONTRACTOR and in existence on the Effective Date or, if created or acquired thereafter, created or acquired entirely independently of CONTRACTOR’s engagement hereunder (collectively, “CONTRACTOR Proprietary Materials”), shall continue to be owned exclusively by CONTRACTOR and UNIVERSITY shall not have any rights thereto except as provided herein. To the extent any CONTRACTOR Proprietary Material is used or embodied in Work Product or is used in the performance of the Services or otherwise delivered to the UNIVERSITY hereunder, CONTRACTOR grants UNIVERSITY and its affiliates a worldwide, perpetual, transferable, royalty-free license to use, copy, modify, display, transmit or otherwise exploit such CONTRACTOR Proprietary Materials for UNIVERSITY’s not-for-profit purposes. Except for the foregoing license, CONTRACTOR retains all rights in the CONTRACTOR Proprietary Materials.
30. **WARRANTIES.** CONTRACTOR represents, warrants, and covenants that:
31. The Services shall be performed (i) in a timely manner and in accordance with the highest professional standards and quality and (ii) in accordance with all applicable laws, rules and regulations, and UNIVERSITY policies;
32. CONTRACTOR and its employees and subcontractors have all of the necessary qualifications, licenses, permits and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term of this Agreement, all such qualifications, licenses, permits and/or registrations shall be current and in good standing;
33. CONTRACTOR has all rights to provide the Services and has full power and authority to grant the rights given to UNIVERSITY under this Agreement without the consent of any other person and, in doing so, warrants the Services for lawful use;
34. The performance of the Services by CONTRACTOR will not in any way constitute infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information or non-disclosure rights of any third party; and
35. To the extent applicable, the Services provided hereunder are and will remain in material conformance with all federal disability laws, including Section 508 of the Rehabilitation Act, that are applicable to the Services and will also remain in conformance with Level A and AA of the W3C Web Content Accessibility Guidelines 2.0, as applicable to the Services.
36. **DELIVERABLES**. Each Deliverable as furnished under this Agreement will include all of the elements, features and functionality described in the applicable Statement of Work, otherwise meet all requirements for such Deliverable as provided for in such Statement of Work, be free from any material defects and reflect professional quality standards for the applicable warranty period.
37. **ACCEPTANCE PROCESS**. The UNIVERSITY shall have the right to review (and test, where applicable) any Deliverable and shall have the right to either accept or reject each such Deliverable. To the extent any Statement of Work does not set forth acceptance criteria for any Deliverable, the applicable acceptance criteria shall be whether such Deliverable meets the requirements of UNIVERSITY.
38. **DATA SECURITY**. All Deliverables as delivered hereunder will be free from any virus, Trojan Horse, or other malicious software or device and all Services will be performed utilizing commercially reasonable security measures.
39. **INTELLECTUAL PROPERTY**. CONTRACTOR represents and warrants that the Work Product and other Deliverables and Services provided by CONTRACTOR under this Agreement, and the UNIVERSITY’s use thereof in accordance with this Agreement, will not infringe or otherwise violate any statutory or other rights of any third party in or to any intellectual property rights therein, provided that UNIVERSITY does not (a) use CONTRACTOR Work Product or Deliverables outside the scope of this Agreement and/or a Statement of Work; (b) combine, operate, or use the Work Product furnished or authorized under this Agreement and/or a Statement of Work with software, hardware, or other materials not furnished by CONTRACTOR or reasonably anticipated by the applicable Statement of Work, or (c) modify Work Product or Deliverables in a manner not authorized in writing by CONTRACTOR or reasonably necessary for the proper operation thereof.
40. **DOCUMENTATION**. All user manuals, technical specifications, and other documentation (if any) required hereunder is, and shall be reasonably complete and shall accurately describe the Deliverables required to be described therein so as to enable UNIVERSITY personnel with ordinary skills and experience to fully utilize the Deliverables in a manner reasonably anticipated by the applicable Statement of Work.

1. **INSURANCE.**
2. CONTRACTOR shall maintain during the Term of this Agreement, at CONTRACTOR's sole expense, such insurance as stated in Exhibit 1.
3. CONTRACTOR shall provide prior to start of operation under this Agreement evidence of the level of insurance indicated in Exhibit 1 by CONTRACTOR Certificate of Insurance with original endorsement of the UNIVERSITY as Additional Insured and UNIVERSITY coverage as primary insured.
4. Insurance is to be placed with insurers which are acceptable to the UNIVERSITY. The certificates and endorsement of each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The UNIVERSITY reserves the right to require certified copies of all insurance policies, at any time, during the Term of this Agreement and surviving this Agreement as may be required relevant to events covered by this Agreement.
5. CONTRACTOR’s obligation to obtain and maintain insurance is separate and distinct from its obligations to indemnify under this Agreement, and such indemnification obligation is not limited to amounts of any such insurance.
6. **NOTICES.** All notices and demands required hereunder shall be delivered in writing, and shall be deemed given (i) upon personal delivery, (ii) next business day following sending by reputable overnight delivery carrier, (iii) three (3) business days following sending by United States Registered or certified mail, postage prepaid or (iv) upon transmission by facsimile or electronic mail (provided that the sender has received a delivery receipt or other appropriate confirmation of transmission to the recipient), addressed to CONTRACTOR or UNIVERSITY (as applicable) at the address first above written.
7. **CONTACT NOTICES**. For contract management purposes of this Agreement the persons to be contacted on behalf of the parties are as follows:

if to the UNIVERSITY:

For operations on a daily basis: THE UNIVERSITY OF CHICAGO

Department of Safety and Security

Executive Director for Campus Safety

6054 South Drexel Avenue

Chicago, IL 60637

773-702-3957

For Contract Administration purposes: THE UNIVERSITY OF CHICAGO

Procurement Services

Procurement Manager

6054 South Drexel Avenue, Suite 300

Chicago, IL 60637

773-702-3320

E-mail: dstanek@uchicago.edu

if to the CONTRACTOR:

1. **TAXES.** All purchases of goods or services made by the UNIVERSITY are exempt from Illinois state and municipal/home rule taxes under the provisions of the Illinois Retailers' Occupation Tax Act, the Illinois Service Tax Act, the Illinois Service Occupation Tax Act, and the Illinois Service Use Tax Act.  The UNIVERSITY's State of Illinois Tax Exemption Number for these taxes is E99905280. This purchase is for the exclusive use of a non-profit education and research institution and additionally is exempt from Federal Manufacturers and Retailers Excise Taxes.
2. **NO WAIVER.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
3. **FORCE MAJEURE**. Neither party will be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, terrorist activities, riots, fires, and similar causes beyond such party’s control (each, a “Force Majeure Event”). In the event of such failure or delay, the date of delivery or performance will be extended for a period not to exceed the time lost by reason of the failure or delay; *provided*, that the failing or delayed party is using commercially reasonable efforts to mitigate or eliminate the cause of such failure or delay or its effects and, if events in the nature of the Force Majeure Event were reasonably foreseeable, used commercially reasonable efforts prior to its occurrence to anticipate and avoid its occurrence or effect. Neither party will have an obligation to make any payments to the other during the period of such other party’s failure or delay due to a Force Majeure Event. Each party will notify the other in writing promptly of any failure or delay in, and the effect on, its performance.
4. **SEVERABILITY.** The presence in this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.
5. **HEADINGS.** The headings used in this Agreement are for convenience only and are not intended to be considered in construing its terms.
6. **LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws doctrine, and applicable federal laws of the United States of America.
7. **ASSIGNMENT AND DELEGATION.** CONTRACTOR shall not assign this Agreement or delegate any of its duties, in whole or in part, to a third party without the prior written consent of the UNIVERSITY. Any assignment or delegation in violation of this Section shall be void.
8. **SURVIVAL.** Sections 3d, 10, 14, 15, 22, and 30 shall survive any expiration or termination of this Agreement.
9. **NO THIRD PARTY BENEFICIARIES**. This Agreement is made and entered into for the sole benefit of the parties hereto and both parties acknowledge and agree that none of the rights or obligations granted or undertaken herein shall inure to the benefit of any third parties.
10. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement, together with all Statements of Work, exhibits and attachments, and any subsequent amendments mutually agreed upon in writing are the complete and entire agreement regarding these transactions, and supersede all prior oral or written communications between UNIVERSITY and CONTRACTOR with respect to the subject matter hereto. The applicable terms of Exhibit 2 shall apply to this Agreement with the understanding that the term “Order” or “Purchase Order” as used within Exhibit 2 means this Agreement. In case of conflict among the documents constituting the entire agreement, the order of precedence is as follows: (1) Agreement text, (2) the Statements of Work, (3) Exhibit 1, (4) Exhibit 2, (5) Attachment A, and (6) any other document that makes specific reference to this Agreement. This Agreement may not be modified, amended or altered in any way except by a written agreement signed by authorized representatives of the parties hereto that states it is an amendment to this Agreement. In the event CONTRACTOR submits change orders, invoices or other similar documents in connection with the Services, no pre-printed or similar terms and conditions contained in any such form shall be deemed to supersede any of the terms and conditions herein without express written approval (making specific reference to, and in compliance with, this Section) by the UNIVERSITY.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

**AGREED TO:**

**CONTRACTOR: THE UNIVERSITY OF CHICAGO:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| (Signature) |  | (Signature) |
|  |  |  |
| (Print Name) |  | (Print Name) |
|  |  |  |
| (Title) |  | (Title) |
|  |  |  |
| (Date) |  | (Date) |
|  |  |  |

**ATTACHMENT A - Service**

The following describes the products and/or services provided under this Agreement to UNIVERSITY by CONTRACTOR:

1. General

CONTRACTOR will provide trained security professional services according to the schedules and posts outlined in Attachment B.

This will include, but not be limited to, general security and entry control in academic, residential, and research buildings; mobile and foot patrols on the streets adjacent to the campuses, and interior building patrols. In selected buildings, CONTRACTOR may be asked to provide guards who are qualified for Fire Watch.

The Services will be provided in a responsible manner, to the satisfaction and specifications of the UNIVERSITY at the locations, hours per week, and specific hours of coverage. The UNIVERSITY may change, at its sole discretion, the specific assignments, locations and hours. The UNIVERSITY will issue specific post guidelines for each location to which guards are to be assigned. CONTRACTOR will be required to act in accordance with such guidelines and all future guidelines and duties as set forth by the UNIVERSITY.

1. Requirements
2. General Guidelines.

The primary objectives of security professionals assigned to the University will be to deter crime, to control building access and to provide service, as appropriate. This will require that security professionals respond in an appropriate manner if a crime is in progress, and assist members of the community and DSS when a crime has been committed. The Supplier will be expected to provide the Services in accordance with accepted security practices and standards and ensure that its security professionals follow the same procedures, regardless of whether the victim is a student, employee, visitor or local resident, and regardless of the location of the incident. When appropriate, the security professionals must use 2-way radios to summon assistance from DSS's Communications Center, so that additional resources can be dispatched to the scene and the appropriate Police Department or Agency alerted. Security professionals must exercise sound judgment in deciding whether to call for help or intervene first, depending upon the likelihood of immediate harm posed by a delay, and the security professional’s assessment of his or her ability to intervene effectively and without unacceptable risk to others or to himself/herself. Supplier personnel will be required to comply with all relevant laws while performing their duties. In addition, immediately upon becoming aware of any hazard or incident, guards must report same to the DSS’s Communications Center orally and then as soon as reasonably possible, in writing, in a format acceptable to the DSS. Supplier and its personnel will be prohibited from selling any other services to the University without prior written approval from DSS.

Supplier's employees may not work at any University site more than 16 hours in any 24-hour period or more than 72 hours in any 7-day period while assigned to a University location.

1. Training.

The Supplier, at its own expense, is required to provide guards assigned to the University with a minimum of twenty (20) hours of pre-assignment classroom training and the security professional must possess a Permanent Employee Registration Card (PERC) as required by the State of Illinois Department of Financial and Professional Regulation or eight (8) hours of pre-assignment classroom training if the guard is in possession of a valid PERC. This training must be provided by a State of Illinois certified instructor at a site designated by the University, or at the offices of the successful Supplier. This training must be completed prior to a security professional's assuming a University post. The Supplier will also provide eight (8) hours of post/duty specific training on site prior to assignment to a post at the University. Such instruction will be done at the University by Supplier’s instructor and will include sensitivity training concerning orientation to the policies and procedures of the University, the regulatory environment and legal framework governing work on a university campus, awareness of diversity, sexual harassment and handling incidents related to bias. The Supplier will provide eight (8) hours of annual training to security professionals as required by law, on a calendar year basis. The cost of the annual training will be borne solely by the Supplier.

All Supplier personnel are required to complete pre-service and annual Clery Act Campus Security Authority training. This training record is to be supplied to the University of Chicago to document Clery compliance.

1. Personnel Placement.
   1. Minimum Requirements.
      1. Guards must be registered, as required, by Illinois State law, have a high school diploma or equivalent, have no prior criminal record including any misdemeanor conviction, possess the ability to communicate effectively, orally and in writing, read post instructions, signs, memos, etc., which are written in English, and be either a United States citizen or have legal alien status.
      2. Meet the training requirements in B.2 above.
   2. Pre-Employment Screening. All guards and other Supplier personnel assigned to the University will be subject to a pre-employment screening process by the Supplier that includes:
      1. an interview;
      2. job reference checking;
      3. background checks;
      4. valid driver’s license and motor vehicle records check for those who will operate vehicles;
      5. fingerprinting and submission of the fingerprints to appropriate state agencies within twenty-four (24) hours of employing an individual to be a guard;
      6. drug screening tests.

University reserves the right to have Supplier use University’s background and testing company.

* 1. University Interviews. All guards assigned to any University location may be required to participate in an interview conducted by a DSS manager prior to being assigned to a University post. The guard may also be required to participate in a screening process that will determine their abilities to perform the full range of duties of a particular assignment.
  2. Removal. At its sole discretion, the University may require that the Supplier remove from assignment to the University, any employee or agent of the Supplier for any reason. The Supplier will be required to provide a satisfactory replacement within four (4) hours after the Supplier is notified a replacement is needed.

1. Personnel Management.
   1. Supervision: The successful Supplier will maintain, at all times, strict discipline among its employees, and must agree not to employ for work at the University, any person unfit or without sufficient skill to perform the job for which he or she was employed. The Supplier will supervise and direct the security guard services to and give the guards all attention, support and training necessary for such proper supervision and direction. The Supplier will supply the services of a sufficient number of patrol supervisors to visit and provide personal relief for each covered post for every shift on which guards are scheduled and to respond to any location at which Supplier personnel are assigned in order to assist with a problem or investigation involving that employee and their work. The guards and other personnel will also be subject to inspection and review by supervisors from the DSS.

***Suppliers are required to supply a detailed span of control ratio for each of the types of shifts/posts.***

* 1. Account Management: Supplier will provide the appropriate level of management resources to meet the needs of the 24/7 security program. This should include an on-site account executive and a site manager for each shift and assistant site managers as needed.
  2. Site Manager: The successful Supplier will provide a designated site manager to initiate daily weekday contact with DSS senior managers and meet on a weekly basis with these managers to discuss the services provided. In addition, the Supplier’s Senior Management must be available to meet with University representatives on demand for serious conditions and at regular intervals for routine matters, but no less frequently than monthly.

Supplier shall appoint a reserve contact in the event the nominated contact is not available. In addition, a customer service representative or customer service team will be named as the primary point of contact to receive orders and inquiries from the University.

* 1. Hiring and Recruiting and other non-essential administrative functions. Assigned on-site account management/leads and supervisory personnel will not be assigned to recruiting and hiring duties or responsibilities. The Supplier will hire and recruit security professionals using their existing processes and resources. In addition, account management/leads and supervisory personnel will not be assigned to non-essential administrative functions that are not directly related to the on-site security operations.
  2. University rules and regulations: The personnel employed by the Supplier must comply with all rules, regulations and policies of the University and the DSS, including but not limited to, the University's policy on Alcohol, Drugs and Smoking. Supplier personnel will not be permitted on, at or about the University residential buildings when not assigned there as part of their authorized hours of duty at the University. In addition, in performing its duties and fulfilling its obligations, the Supplier must plan and conduct its operations so as not to delay, endanger, or interfere with the operations of the University.
  3. Review Meetings: Review meetings will be held quarterly to mutually evaluate the overall performance of each of the parties and the status of continuous improvement projects. Supplier account management will also attend quarterly review meetings with University's departments as requested.
  4. Retention: Supplier commits to assure high-quality guards, minimizing turnover, and compensating guards.
  5. Affordable Care Act: Supplier shall comply with the Affordable Care Act and account for the costs in their pricing proposal.
  6. Key Positions: University will have the right to meet proposed candidates for Supplier key positions at a mutually agreeable location, including, but not limited to, Site Manager, Assistant Site Manager and other supervisory and managerial positions and review Supplier's final recommendation before an appointment is made. While University reserves the right to review and comment on such appointments, Supplier alone will have the right to make such appointments and will be solely responsible for the employment decision. Supplier will not transfer or change key positions unless thirty (30) days advance notice in writing is provided to the University and a suitable replacement is on-campus.

1. Uniforms and Equipment.
2. Supplier will provide its guards with uniforms and all necessary clothing and equipment, as specified by the University at no cost to the guard. Guards will carry and, upon request, display photo I.D. cards. In addition, guards will wear a complete uniform while performing duties at the University, including appropriate outerwear for those guards who are required to staff outdoor posts. Guards at selected posts may be required to wear non-traditional attire that includes a blazer or vest. The Supplier will be required to keep replacement uniforms and equipment available on campus. The University may require the successful Supplier to provide an alternate color of uniform than the one regularly used by the Supplier. The University may also require that a unique patch/logo be placed on the uniform. Once approved by the University, the Supplier will not change uniforms without prior written approval of the DSS.
3. The Supplier will be responsible for the loss or damage to any University equipment issued to Supplier’s employees while working at the University including but not limited to radios, keys, electronic data gathering devices, etc. The Supplier must notify the University within two (2) hours of damage to or loss of property in connection with the Security Guard Services provided to the University under this agreement.
4. The Supplier will be responsible for ensuring that at a minimum, 95% of all radios are in working condition at any time during service. All maintenance and service costs related to radio devices shall be covered by Supplier.
5. Supplier will provide their own vehicles for relief, rover or mobile personnel or patrols.
6. The Supplier must also provide report forms on which each guard will be required to record all of their daily activity while assigned to a University location. These forms, when completed, must be submitted to DSS by each employee at the conclusion of a tour of duty.
7. Guards and other Supplier personnel entering any University location will be prohibited from carrying weapons of any type, especially firearms.
8. Supplier is responsible for providing Security Officers with a University of Chicago contractor identification card which can be obtained from the University of Chicago ID & Privileges Office.
9. Employment of Security Personnel

In order to provide incentive to Supplier’s employees for excellent performance and the mutual benefit to all parties, the University reserves the right, upon written notice to the Supplier, but without penalty or delay, to employ directly any guard or employee of the Supplier in any capacity of employment. Such employment may be permanent or temporary. Billing and Scheduling

1. General: Supplier will bill DSS monthly and DSS, in turn, will charge the individual business units at the invoice price. Supplier shall provide the volume incentive discount in a single line item to be processed at the point of payment. The volume incentive discount will be retained by DSS to recapture the costs of administering this campus program.

Supplier will be expected to submit individual departmental statements for use by DSS as supporting documentation for their monthly charges. This itemized individual statement will contain a line item for each day worked for each of supplier’s security personnel.

1. Supervision: Supplier may not add to or supplement the Services beyond the levels designated in this agreement or as allowed by this section without the express written approval of the University, including but not limited to additional account managers, supervisors, rovers/lead officers or officers.
2. Reclassification: Supplier shall provide thirty (30) days prior written notice to University if any employee stationed at the University will be reclassified in their position or be eligible for a wage increase. University shall have the option of either accepting the reclassification or new wages or requesting the employee be reassigned and replaced with an employee with the existing wages or reclassification.
3. Unallowable Time Designation: During University designated blackout dates, Supplier is not allowed to substitute time and absence with vacation, personal holidays or sick time.
4. Holidays: Official holidays where security coverage may not be required or may be reduced: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day or per the collective bargaining agreement.
5. Winter Recess: Security coverage may be reduced or not required during the University of Chicago Winter recess, the workdays between Christmas and New Year’s.
6. Sick Days: Per the collective bargaining agreement or selected Supplier's national policy.
7. Vacation Days: Per the collective bargaining agreement or selected Supplier's national policy.
8. Pyramiding: Pyramiding of holidays, vacation and sick days is not permitted.
9. Budgets: Supplier shall submit projected fiscal year departmental budgets by March 1st of each year. Budgets will include the applicable prorated union increases.
10. Audit: University shall have the right to audit the books and records of Supplier relating to invoicing for the Services under the Agreement at any time with reasonable notice to Supplier, during Supplier's normal business hours and at Supplier's facility, to verify the amounts charged to University hereunder. Supplier will cooperate with any such audit and will make available to University and its auditors its relevant books, records and supporting documentation to support its billing for a period of twelve (12) months prior to the date of audit. University shall be responsible for the costs of the audit unless the audit discovers that University has been repeatedly overcharged by Supplier, in which case the costs of the audit shall be the responsibility of Supplier.

Special Events: Requests for guards (security) for special events will be assigned by University's to any one of the preferred Supplier(s) at University's discretion. . The University reserves the right to solicit individual requests for quotes from awarded Suppliers or outside Contractors for Services of substantial quantity or uniqueness, as determined by University, without regard to this award. Please indicate if the Supplier requires a minimum number of hours or an event fee to service a special event. An order confirmation must be submitted with a statement of the number of guards, location, time, duration and price.

1. Procedures and Responsibilities: The Procedure and responsibilities for all unarmed guards are provided below in Attachment C.

**ATTACHMENT B – Billing and Hourly Rates**

1. Billing Rates:
2. Complimentary Services.
3. Changes in Billing Rates: In the event that CONTRACTOR experiences an increase in its costs resulting from an increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by CONTRACTOR hereunder or by or in respect of CONTRACTOR to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, or employee licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to insurance and/or workers’ compensation, the portion of the Billing Rates attributable to the items set forth in this paragraph shall be increased by a percentage equal to the percentage increase in CONTRACTOR’s costs resulting from the items set forth in this paragraph.

CONTRACTOR will provide UNIVERSITY notice of such change in the Billing Rates. Notwithstanding anything contained in this Section to the contrary, CONTRACTOR may pass through the costs set forth in this paragraph to UNIVERSITY as incurred or accrued and UNIVERSITY shall pay CONTRACTOR for such costs. Any changes in pricing, other than those items in the paragraph above, must be approved by UNIVERSITY.

**ATTACHMENT C - Procedures and Responsibilities for all Personnel**

1. **PURPOSE:** The Purpose of this Attachment is to establish policy governing procedures and responsibilities for all Guards, Supervisors and other Supplier personnel.
2. **POLICY:** This policy will be adhered to at all times without exception, unless otherwise directed by a member of the University Command or Supervision units. Specific functions will vary dependent upon location.
3. **PROCEDURES:**
   1. **Reporting for Duty/Uniform and Equipment:**
      1. The following items are uniform regulations, official attire, and equipment standards for all security professional:
      2. Security professionals are required to report for duty (check-in) in full uniform and will end their tour of duty in full uniform.
      3. Security professionals receiving any DSS or building specific equipment (i.e. access cards, master or building keys, radio, etc.) will be held accountable for them until the end of their tours of duty
      4. The following minimum standards are mandatory. Any need for reasonable accommodations or exceptions to these standards must be requested in writing to the employee’s direct supervisor. Security professional will adhere to the appearance and grooming standards listed below:
         1. Hair
         * Must be neatly cut and groomed.
         * Hair must be pulled back away from the face and secured for your safety. Any hair accessory must be conservative and complimentary to the uniform (black or navy blue).
         * Extreme hairstyles are not permitted.
         * Extremes in dying, bleaching, or tinting are not permitted, and if hair is dyed, it must be in a color that would naturally grow.
         1. Facial Hair
         * Sideburns must be neatly trimmed and cannot extend past the bottom of the earlobe.
         * Mustaches and beards must be neatly trimmed.
         1. Personal Grooming
         * Conservative makeup is permitted, as determined by your supervisor.
         * Fingernails are to be kept clean and trimmed. Nail polish may be used in a conservative manner and color.
         * Use of a deodorant or antiperspirant along with regular bathing is required due to the constant interaction with others.
         * Cologne, aftershave and perfume are permitted only in minimal amounts.
         1. Jewelry
         * Only one ring per hand is permitted, and it must not be unreasonably large.
         * Watches and tie clips are permitted, but bracelets and chains are not.
         * Employees may wear one pair of post earrings not to exceed ¼” diameter. Earrings which fall below the earlobe are prohibited.
         * Other than the earrings and rings noted above, no other visible rings or jewelry are permitted on the body (tongue, brow, nose, etc.).
         * The only items permitted to be on a Supplier uniform are issued name tags, badges, and Supplier issued service pins.
         * As with all permitted personal property brought into the workplace, Supplier’s personnel assume all responsibility for the loss or damage of such item.
         1. Other Items
         * Hats are not permitted except where issued as part of the uniform.
         * Eyeglasses are to be conservative in style. Sunglasses are only permitted while on outside duty during sunny weather and only where they do not interfere with your duties of observation and detection.
         * All footwear shall be clean, in good repair, and polished when applicable for security professionals receiving uniform maintenance allowance. Supplier’s supervisor may issue specific footwear requirements depending on assigned locations.
         * Visible tattoos or body art is prohibited. Tattoos or body art must be covered by personnel’s uniform or by makeup of the same or similar color as your natural skin color.
         * Cold Weather gear such as face-masks, scarves, and gloves must be approved by the supervisor. The following criteria must be met in regards to these items:
           1. Black in color with no insignias or designs.
           2. Scarves must be worn under the winter jacket and should not be wrapped around the neck on the exterior of the jacket.
           3. Face-masks must be approved by the supervisor.
   2. **Briefings/Roll Calls:** Security professionals assigned to posts that require a face to face relief will remain at that post until all briefings, special attentions, and updates on daily activities have been completed.
   3. **Responsibility for all Security professional** security professionals**:** The Security professionals are expected to perform the following duties across the University Campus and Community where they are posted/patrol:
4. Embrace and reinforce the Mission, Vision and Values of The University of Chicago in every interaction with students, visiting families, faculty and other community members.
5. Handle stressful and disruptive situations with extreme professionalism, patience and understanding.
6. Provide a friendly and helpful security presence across the Campus
7. Be present, alert, engaged and highly visible during patrol. Ambassadors must observe and monitor their sector/post for suspicious activity, crimes in progress and safety hazards.
8. Remain in his/her zone/post and perform the above services. Security professionals are not permitted to leave their sector/post without supervisor approval or proper relief.
9. Work closely with The University of Chicago Police. Security professionals will maintain on-going communications and notify DSS at once for all incidents or crimes in progress.
10. Assist with directions on and around the Campus
    1. **Visitor Control Desk Responsibility:** In addition to the responsibilities listed in Section C., the Security professionals will:
11. Remain at the front desk at all times being vigilant and aware of their surroundings.
12. Remain attentive at all times and ensure that video recording devices are operating properly and backed up – every 20 days, starting on 1st watch. The security professional will report any and all malfunction deficiencies in the Daily Report Log.
    * + 1. In the event of an emergency, immediately notify DSS Communications Center providing as much information as possible.
        2. Make themselves the point of contact for guests who are attending a scheduled event/meetings etc. An itinerary will be provided, whenever possible.
        3. Ensure that all visitors sign-in.
        4. Contact the host for approval for those guests who are visiting a specific person or department. After being approved, the Security professional will issue a temporary one-day garage pass for the designated areas (where needed).
        5. Arrange transportation for visitors and guests using taxi and limousines after 1700 hours and coordinate access for valet parking attendants when appropriate.
        6. Accept no deliveries without a return address on the label. The delivery person must have and show his/her identification credentials before the acceptance of packages.
        7. Ensure proper documentation is attached when items are removed from any buildings. If the item is not accompanied by proper documentation, (i.e. property pass) contact the department the item(s) was removed from and request to speak to a manager. Any unresolved issues pertaining to undocumented removals will be referred to the appropriate department manager. The Security professional’s Supervisor will then determine if additional notifications are necessary, and if so notify the on-duty watch-commander.
        8. Record all incidents in the Log Book. Complete a brief summary on the standard incident report forms that are maintained at all stationary posts. The Security professionals involved will be responsible for documenting each incident.
    1. **Walking Escorts Responsibility:** In addition to the responsibilities listed in Section C., The Security professional will:
13. Provide walking escorts on and around Campus property in a courteous and professional manner.
14. Remain vigilant and alert on post. Serve as a visible deterrent to crime and those who would wish to do harm to others.
15. Promptly report/record incidents and activities, Shift Activity Reports that take place during their shift based on their Post and Zone location in and around the Campus.
16. Shift Activity Reports will be recorded on a daily basis and posted to a Supplier website weekly for University review.
    1. **Security Professional Rovers will:**
17. Immediately report to their supervisor any suspicious activity/circumstances which may occur on/around the facility.
18. Note on their activity log sheets any incidents or condition that would interfere with normal operations of the facility.
19. Constantly and vigilantly patrol their assigned areas ensuring the safety of employees, property and visitors.
20. Respond to all calls in a timely manner.
21. Patrol the interior/exterior areas and all floors including sub-basements.
22. Assist with evacuations when necessary and notify the on-duty watch-commander immediately.
    1. **Radio Call Signs:** All call signs will be assigned by the DSS. No deviations are permitted. All personnel will avoid any interruptions of priority radio traffic.
    2. **Notifications:** If an incident occurs in or about a University owned property where Security professionals are stationed, proper notifications will be made immediately to the on-duty Security professional’s Supervisor or Manager and the Department of Safety and Security, when necessary.
    3. **Lunch/Breaks:** All Security professionals will be entitled to a 30-minute lunch and two (2) 15 minutes breaks; however in the event of an emergency the officer may be pulled from his/her lunch. After the emergency has been cleared, the officer may resume lunch at the discretion of the Security professionals Supervisor or Manager.

**Exhibit 1**

**Independent Contractor Insurance Requirements**

CONTRACTOR shall procure and maintain during the life of this Agreement, at CONTRACTOR’s sole expense, such insurance as shall protect CONTRACTOR and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, resulting therefrom as well as for property damage, which may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by either of them.

1. **MINIMUM SCOPE OF COVERAGE**

Coverage shall be at least as broad as:

1. Commercial General Liability insurance coverage insuring all operations by or on behalf of the CONTRACTOR and including, without limitation, coverage for:
   1. Premises and operations
   2. Products and completed operations,
   3. Contractual liability insuring the obligations assumed by the CONTRACTOR under this Agreement,
   4. Personal injury liability, and
   5. Broad form property damage.
2. Automobile Liability insurance covering all owned, hired and non-owned vehicles including coverage for Automobile Contractual Liability.
3. Workers’ Compensation insurance as required by applicable law or regulations or statutes and Employer’s Liability insurance.
4. Professional liability insurance covering any claims that might arise from performance of services under this Agreement.
5. Property insurance covering CONTRACTOR’s property in, on or about the University’s premises, against “all-risks” of physical damage including theft, and shall provide replacement cost coverage.
6. **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits of liability of at least:

1. Commercial General Liability:

$3,000,000 each occurrence bodily injury and property damage

$3,000,000 personal and advertising injury

$3,000,000 products and completed operations aggregate

$3,000,000 general aggregate

1. Automobile Liability:

$3,000,000 for a combined single limit per accident for bodily injury and property damages

1. Workers’ Compensation:

Coverage as required by law

1. Employer’s Liability:

$500,000 bodily injury by accident

$500,000 disease each employee

$500,000 disease aggregate

1. Professional Liability:

$1,000,000 for each professional act, error or omission

$1,000,000 aggregate for all professional acts, errors or omissions

1. Property:

Limit equal to the full replacement cost of CONTRACTOR’s property

1. **OTHER INSURANCE PROVISIONS**
2. Claims-made coverage:

If the insurance required by this insurance clause is written on a “claims-made” policy form, the policy and all certificates of insurance as required hereunder shall show the “retroactive date.” If the “retroactive date” is later than the date of this Agreement and the CONTRACTOR was previously insured under a “claims-made” insurance policy during any portion of the period between the date of this Agreement and the “retroactive date” of the CONTRACTOR’s current “claims-made” insurance policy, the CONTRACTOR shall furnish a certificate of insurance showing that the CONTRACTOR has purchased the “extended “reporting period” or “supplemental tail” endorsement under the previous policy to extend the period during which a claim may first be made.

1. The University of Chicago as Additional Insured:

The University of Chicago, The University of Chicago Medical Center, their affiliates, subsidiaries, officers, directors, trustees, volunteers, and employees (collectively “Additional Insureds”) shall be named as additional insureds under the Commercial General Liability and the Automobile Liability policies. Such policies shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by the Additional Insureds will be excess only and will not contribute with CONTRACTOR's insurance. These policies shall contain the usual cross liability wording indicating that except for limits of liability, the policies shall operate as though separate policies were issued to each insured and shall not contain any exclusion of suits by additional insureds.

1. Waiver of subrogation:

All insurers shall agree to waive all rights of subrogation against the Additional Insureds.

1. CONTRACTOR's failure to comply with policy provisions:

All liability policies shall stipulate that CONTRACTOR's failure to comply with reporting provisions of the policies shall not affect coverage provided to Additional Insureds.

1. Notice of Cancellation:

CONTRACTOR shall endeavor to provide at least thirty (30) days' prior written notice by certified mail, return receipt requested to the University of Chicago prior to cancellation or non-renewal of the coverage herein.

1. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an AM Best rating of at least A-, VII and are otherwise acceptable to the University of Chicago. The University of Chicago shall not unreasonably withhold its approval to such insurers.

1. **VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish the University of Chicago with certificates of insurance before any work is done and any materials are delivered. Insurance certificates shall clearly identify all insurance coverages and special conditions as required by this insurance clause including key limits and deductibles/ self- insured retentions.

The certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. The University of Chicago reserves the right to require certified copies of endorsements affecting coverage required by this insurance clause or to require a certified copy of any or all required insurance policies, at any time.

1. **SUBCONTRACTORS**

CONTRACTOR shall include all subcontractors as insured under its policies or CONTRACTOR shall maintain separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

1. **PROTECTION OF PERSONS AND PROPERTY**

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this Agreement. Vender shall take all reasonable precautions to prevent injury, damage or loss to all people and property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and order of public authority having jurisdiction. CONTRACTOR shall endeavor to advise the University of Chicago of any concerns.