McCormick Place | ASM Global
Invitation For Bid (“IFB”)
Shuttle Bus Services
#S2022-08
McCORMICK PLACE | ASM GLOBAL
PURCHASING DEPARTMENT

INVITATION FOR BID (IFB)
FOR
SHUTTLE BUS SERVICES
#S2022-08

McCormick Place | ASM GLOBAL is seeking Bids from qualified companies to provide Shuttle Bus Services to McCormick Place | ASM GLOBAL, on an as needed basis.

All documents relating to this procurement are available for download by clicking on “Doing Business” at McCormick Place’s website at www.mccormickplace.com under “Current Opportunities”

**KEY DATES:**

<table>
<thead>
<tr>
<th>IFB Posted:</th>
<th>Wednesday November 3, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Information:</td>
<td>Friday, November 19, 2021 no later than 12:00 PM</td>
</tr>
<tr>
<td>Bid Due Date:</td>
<td>Friday, December 3, 2021 no later than 12:00 PM</td>
</tr>
</tbody>
</table>

**Purchasing Contact:**

Alex Buckles
Purchasing & Supplier Diversity Manager
McCormick Place | ASM Global
Corporate Center
301 East Cermak Road
Chicago, Illinois 60616
Phone: 312.543.8235
E-Mail: ABuckles@mccormickplace.com
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EXHIBIT I - Form of Agreement
I. BACKGROUND INFORMATION, DEFINITIONS AND INTERPRETATIONS

INTRODUCTION
McCormick Place | ASM GLOBAL is seeking a qualified and experienced contractor to provide Shuttle Bus Services at the McCormick Place Complex.

BACKGROUND
The Metropolitan Pier and Exposition Authority (the “Authority”) has transferred the operations of the McCormick Place Convention Center to ASM GLOBAL, a private management company, doing business under the name of McCormick Place | ASM GLOBAL.

Chicago’s McCormick Place is North America’s premier convention facility. The McCormick Place Complex consists of nine million square feet in seven buildings: North, South, Lakeside, West, the Energy Center, Wintrust Arena and the Corporate Center.

The McCormick Place convention facility includes four state-of-the-art exhibit halls, the South, West, North buildings and the Lakeside Center. The exhibit halls have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making McCormick Place the nation’s largest convention center. The Authority also has three parking lots that accommodate approximately 5,000 cars. McCormick Place hosts approximately 125 to 150 events and attracts more than four million trade and public show visitors annually.

In addition, an expansive series of pedestrian promenades and sky bridges link the entire campus. The Grand Concourse connecting South and North and the Central Concourse in West are also locations for retail shops, cafes, restaurants and other visitor amenities.

The Energy Center consists of three central utility plants that provide the primary or base-load heating and cooling capacity for most of the McCormick Place facilities; including the East Building, North Building, South Building, Hyatt Regency Hotel, Conference Center, Corporate Center, which houses the Authority’s administrative offices, as well as several external customers. The Energy Center also provides most of the heating and cooling for the West Building.

DEFINITIONS
The following terms in this Solicitation shall be defined as follows:

“Agreement” or “Contract” means the Shuttle Bus Services Agreement that is to be entered into between McCormick Place | ASM GLOBAL and the Selected Bidder(s) pursuant to this IFB.

“Authority” or “MPEA” means the Metropolitan Pier and Exposition Authority.

“Contractor” means the individual or entity that enters into a Contract with McCormick Place | ASM GLOBAL to provide the Services.

“Include” in any of its forms means “include, without limitation.”

“MBE” means Minority Business Enterprise.

“McCormick Place” means the McCormick Place Complex® which is a world class, multi-purpose convention and meeting facility consisting of the Lakeside Center, North, South and West buildings, the Arie Crown Theater® and the Corporate Center. The term McCormick Place does not include the Hyatt Regency McCormick Place Hotel or any facilities not built at the time of execution of this agreement.

“Bid” means all materials submitted in response to this IFB, including, without limitation, all exhibits, attachments, addenda, renderings and models.

“Bidder(s)” means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit Bids pursuant to this IFB.
“Responsive” Responsiveness in determined by McCormick Place | ASM GLOBAL and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices. Those bids deemed materially non-responsive must be rejected.

“Responsible” Responsibility is determined by McCormick Place | ASM GLOBAL and relates primarily to the ability of a Bidder to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. Considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Bidder’s responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

“IFB” means this Request for Bids, including all exhibits and addenda.

“Selected Bidder” means the individual, partnership, corporation or joint venture that McCormick Place | ASM GLOBAL selects for award of the Agreement.

“Services” means all Work for which McCormick Place | ASM GLOBAL engages the Selected Bidder.

“Trade Reference” means a reference concerning the creditworthiness of the Bidder given by another business that extends credit to the Bidder, such as a supplier.

“WBE” means Women Business Enterprise.
II. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES
McCormick Place | ASM GLOBAL requires the services of a company to provide shuttle bus services for various show and event attendees at its facility. The primary service route shall be from the McCormick Place 31st Street Parking Lot B (which are located west of South Lake Shore Drive) and the properties in and around the McCormick Place Campus. In some instances shuttle services will be required to and from off campus locations. The shuttle bus services shall service approximately twenty (20) events per calendar year.

2.2 SERVICE LOCATIONS
The Authority requires Services at the following locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCCORMICK PLACE NORTHERN</td>
<td>450 East 23rd Street, Chicago, Illinois 60616</td>
</tr>
<tr>
<td>MCCORMICK PLACE SOUTH</td>
<td>2301 South Mines Drive, Chicago, Illinois 60616</td>
</tr>
<tr>
<td>MCCORMICK PLACE WEST</td>
<td>2301 South Lake Shore Drive, Chicago, Illinois 60616</td>
</tr>
<tr>
<td>MCCORMICK PLACE ENERGY</td>
<td>2211 S. Martin Luther King Dr., Chicago, Illinois 60616</td>
</tr>
<tr>
<td>MPEA CORPORATE CENTER</td>
<td>301 East Cermak Road, Chicago, Illinois 60616</td>
</tr>
<tr>
<td>WINTRUST ARENA</td>
<td>200 E. Cermak Rd., Chicago IL 60616</td>
</tr>
<tr>
<td>ABC Building</td>
<td>330 E Cermak Rd, Chicago IL 60616</td>
</tr>
</tbody>
</table>

McCormick Place | ASM GLOBAL reserves the right to add other locations within its properties as it deems necessary.

2.3 Specifications

A. Location
The shuttle bus service shall operate primarily from the McCormick Place 31st Street Parking Lot B (which are located west of South Lake Shore Drive) and other locations throughout the McCormick Place Campus, as designated by McCormick Place | ASM GLOBAL. McCormick Place | ASM GLOBAL reserves the right to utilize the shuttle bus services at any of the McCormick Place locations for various events. McCormick Place | ASM GLOBAL reserves the right to add locations, as it deems necessary.

B. Quantity
Each event will require a minimum of two (2) shuttle buses. The shuttle bus services shall service approximately twenty (20) events per calendar year. **Bidder must be able to provide more shuttle buses as required by McCormick Place | ASM GLOBAL.** Contractor(s) will be given a tentative schedule for all booked events. McCormick Place | ASM GLOBAL reserves the right to make changes to the schedule as it deems necessary. Contractor(s) will be notified of an event and the number of buses required with as much advance notification as possible.

C. Buses
All shuttle buses must be motor coaches, in good working condition, equipped with two (2) doors, wheelchair accessible, accommodating simultaneous ingress and egress and also have the ability to service individuals with disabilities. **School buses are unacceptable; “transit-type” buses are acceptable.**

All buses to be used in the Services shall be subject to initial and on-going inspections and approval by McCormick Place | ASM GLOBAL for cleanliness, good repair and operation, and otherwise in compliance in all respects with the requirements.
for this Bid. All buses must have fully operational heating and air conditioning equipment adequate to provide comfortable riding conditions for a full passenger load under typical Chicago climate extremes.

The shuttle buses must be able to accommodate forty-seven (47) passengers overall with a minimum seating capacity to accommodate twenty-eight (28) passengers.

The Contractor must keep the buses clean, litter and graffiti-free inside and outside at all times while the buses are in service or on McCormick Place’s premises. The drivers must wear uniforms, be neat, courteous and sober and drug-free at all times.

Contractor must immediately replace any bus and/or driver who fail to meet the required standards in the sole opinion of McCormick Place | ASM GLOBAL.

It is McCormick Place | ASM GLOBAL’s intention to accommodate the needs of persons with disabilities. The Contractor is required to provide all shuttle buses which meet the ADA standards.

Award of a Contract does not relieve the Contractor of continuing to comply with these requirements nor does it limit McCormick Place | ASM GLOBAL’s right to insist upon replacements for non-complying vehicles.

2.4 FREQUENCY OF SERVICE

The Successful Bidder must be able to provide the Services during normal business hours. Requests for Services shall be at the direction of McCormick Place’s designee(s).
III. IFB PROCESS AND SUBMISSION REQUIREMENTS

The IFB Process

Requirements and procedures for providing submittals in response to this IFB are described herein.

The IFB submission and review process will consist of the following:

Bidder’s written response, which details the technical experience of the Bidder are due no later on Friday, December 3, 2021 no later than 12:00 PM. McCormick Place is committed to initiatives designed to conserve energy, protect vital resources and promote ecologically-efficient policies and procedures. In an effort to achieve this goal, McCormick Place | ASM GLOBAL will not request multiple hard copies of Bids. Interested parties can submit one (1) digital copy (accepted via email or USB, and saved as a searchable PDF document) of the IFB submittal that includes all information in the format outlined in this IFB. Required Form E – Special Conditions Regarding Minority & Women Owned Business Enterprises and Required Form F – Proposed Pricing and Fee Structure.

Submittals shall be delivered to McCormick Place | ASM GLOBAL at the following address:

MCCORMICK PLACE | ASM Global
ATTN: ALEX BUCKLES, PURCHASING & SUPPLIER DIVERSITY MANAGER
ABuckles@McCormickPlace.com
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS  60616

McCormick Place | ASM GLOBAL will accept pre-submittal questions, in writing via e-mail, Friday, November 19, 2021 no later than 12:00 PM. A summary of questions received, and answers will be issued as an addendum to all potential Bidders.

If it becomes necessary to revise or amend any part of this IFB, McCormick Place | ASM GLOBAL will publish a revision by written addendum and notify all prospective Bidders via e-mail. It will be the responsibility of the Bidder to obtain all such addenda and to acknowledge receipt of any addenda that have been issued by visiting the McCormick Place website at www.mccormickplace.com. If none are issued, indicate “NONE” on Required Form A, Form of Transmittal Letter.

Bidders are to contact only the McCormick Place | ASM GLOBAL Purchaser via e-mail at abuckles@mccormickplace.com, concerning this IFB and should not rely on verbal representations, statements, or explanations other than those made in this IFB or in any written addendum to this IFB.

The responsibility for submitting a response to this IFB on or before the stated time and date will be solely and strictly that of the Bidder. McCormick Place | ASM GLOBAL will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Bids Friday, December 3, 2021 no later than 12:00 PM will be non-responsive and ineligible for consideration.

By submitting a Bid, Bidder agrees to accept and abide by the terms of this IFB. McCormick Place | ASM GLOBAL reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any submittals which it may deem to be in the best interest of McCormick Place | ASM GLOBAL. Only submittals from those complying with the provisions of this IFB will be considered. The submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final.

IFB Submittal Requirements

Interested Bidders are to provide a thorough submittal using the guidelines presented herein. Submittals should be straightforward and concise in providing evidence of the Bidder’s ability to meet the requirements of the IFB. Emphasis should be on conforming to the IFB instructions, responsiveness to the IFB requirements, and the completeness and clarity of content. The following provides an outline of the information to be included in the submittal.
In its Bid the Bidder must provide information about the following:

A. Bidders must provide supporting documentation within their bid submittal of the following required qualifications:

1. Contractor(s) must have a minimum of three (3) years’ experience providing shuttle bus services. Bidders must provide a minimum of three (3) references for which your firm has provided shuttle services within the past three (3) years. Please include the following information for each reference:
   a. the name, address, e-mail and telephone numbers of key individuals who may be contacted
   b. the scope of services provided;

2. Contractor(s) vehicles meet the Americans with Disabilities Act (ADA) standard;

3. Contractor(s) drivers have the necessary licenses which comply with the City of Chicago and State of Illinois;

4. Contractor(s) provide uniforms for all drivers – a photograph of uniforms must accompany this Bid;

5. Contractor(s) provide all buses, drivers, and supervisors and any other equipment and/or labor necessary for the shuttle bus services; Successful Bidder will be required to furnish sufficient number of buses, drivers and supervisors for each event in order to handle the transportation of passengers in a safe and efficient manner;

6. Contractor(s) are capable of providing one (1) driver, designated as the supervisor, for each event serviced; drivers/supervisors must be equipped with two-way mobile communications in good working condition to enable communication with each other and with their home base.

B. A detailed statement describing the Bidder’s business organization and how they will provide the Services described in this Bid.

C. A detailed statement describing the Bidder’s driver and supervisor training program.

D. A detailed statement describing the Bidder’s vehicle cleaning, maintenance and repair program.

In addition to the information required above, Bids must contain the following completed items provided in Section IV of this IFB:

1. Required Form A – Form of Transmittal Letter
2. Required Form B – Statement of Business Organization
3. Required Form C – Statement of Qualifications
4. Required Form D – Insurance Requirements
5. Required Form E – Special Conditions Regarding Minority & Women Owned Business Enterprises
6. Required Form F – Proposed Pricing and Fee Structure
7. Required Form G – Notification of Exceptions

Minority and Women Owned Business Enterprises (MBE/WBE)
McCormick Place | ASM GLOBAL has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by McCormick Place | ASM GLOBAL. McCormick Place | ASM GLOBAL’s goals for MBE and WBE participation in the performance of contracts are 25% and 5% respectively.
IV. IFB EVALUATION CRITERIA

Evaluation Process

McCormick Place | ASM GLOBAL intends to conduct a comprehensive and impartial evaluation of Bids received in response to this IFB. McCormick Place | ASM GLOBAL will use an Evaluation Committee to review and evaluate the Bids. At the conclusion of the evaluation process, the Evaluation Committee shall recommend the award be made to the Bidder whose Bid is determined to be the most advantageous to McCormick Place | ASM GLOBAL based on the Bid and the outcome of the negotiation process.

Evaluation Criteria

Bids will be evaluated based on both qualifications and cost. In evaluating the Bids, McCormick Place | ASM GLOBAL will consider the administrative compliance, Bidder Responsibility and Responsiveness, as well as the following criteria:

1. Experience and Qualifications: Bidder’s substantial and substantive previous experience providing services
2. The reasonableness and competitiveness of Bidder’s pricing and fee structure.
3. Special Conditions Regarding MBE/WBE: The Bidder’s MBE/WBE utilization plan and their compliance with the IFB requirements.
V. CONDITIONS, DISCLAIMERS AND DISCLOSURES

This IFB does not represent a commitment or offer by McCormick Place | ASM GLOBAL to enter into an agreement with a Bidder or to pay any costs incurred in the preparation of a response to this IFB. McCormick Place | ASM GLOBAL also reserves the right to seek new submittals when such a request is in the best interest of McCormick Place | ASM GLOBAL and to reasonably request additional information or clarification of information provided in the response without changing the terms of the IFB. The Bidder assumes the responsibility for all costs incurred in responding to this IFB. It is understood and agreed that McCormick Place | ASM GLOBAL assumes no liability for the Bidder’s costs incurred in responding to this IFB. The IFB and the selected Bidder’s response to the IFB will, by reference, become a part of the final Agreement between the selected Bidder and McCormick Place | ASM GLOBAL resulting from this solicitation process.

GENERAL AGREEMENTS

The Successful Bidder agrees that he has had an opportunity to examine the site and that he has carefully prepared his Bid upon the basis thereof, and that he has carefully examined and checked this Bid and the materials, equipment, and labor required there under, and cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based.

Signing Forms

Bid forms must be properly completed and the Form of Transmittal Letter (See REQUIRED FORM A) must be in the required form and signed by persons with the authority to bind the Bidder(s). Special requirements apply depending on the nature of the Bidder's organization. The Bid and Form of Transmittal Letter shall be signed as follows:

- If the Bidder is a corporation or limited liability company, the Bid and Form of Transmittal Letter shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation or manager of the company, with the designation of his/her official capacity, and attested properly. The Response and Form of Transmittal Letter shall show the state in which the corporation is chartered. If it is a foreign corporation, the Response shall show whether or not the Bidder is licensed to transact business in the State of Illinois.

- If the Bidder is a firm or partnership, the Bid and Form of Transmittal Letter shall be signed in the name or style under which the organization is doing business and by the partner, proper officer, or officers whose official capacity shall be designated. The name and address of each member of the organization shall be shown on the Bid and Form of Transmittal Letter.

- If the Bidder is an individual, he/she shall sign the Bid and Form of Transmittal Letter in person or by representative, stating the name or style, if any, under which he/she is doing business. If the signing is by representative, the representative’s Power of Attorney or other authorization shall be stated and shall be proven if requested.

- If the Bidder is a joint venture, the Bid and Form of Transmittal Letter shall be signed by each of the persons or firms that are a party to the joint venture agreement. A certified copy of the joint venture agreement shall be attached to the Bid and Form of Transmittal Letter. A joint venture will not be accepted unless the joint venture agreement or some other signed and legally binding instrument is certified and attached to the Bid Form sheet and Form of Transmittal Letter and contains provisions for one of the parties to the joint venture to be in full direction of the services and to exercise this direction through a single individual to be appointed manager of operations with the consent of all parties to the joint venture agreement.

- In every case, the Bid and Form of Transmittal Letter shall show the present business address of the Bidder at which address communications shall be received and service of notices accepted.

- Where the Bid and Form of Transmittal Letter are signed by an agent of the Bidder, evidence of the agent’s authority to sign must accompany the Bid. If the Bidder is a corporation, such evidence shall be a certified copy of that section of corporate bylaws or other authorization such as a
Resolution by the Board of Directors, which permits the person to sign the offer on behalf of the corporation. The name of each person signing the Bid shall be typed or printed below his/her signature.

Ownership of Bids
The timely submittals and any information made a part of the Bids will not be returned to the sender. McCormick Place | ASM GLOBAL reserves the right to retain all submittals and to retain any ideas in a submittal regardless of whether a Bidder is selected. Submittal of a response to this IFB indicates acceptance by the Bidder of the conditions contained within the IFB document.

Improper Practices
The Bidder shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the McCormick Place | ASM GLOBAL, McCormick Place | ASM GLOBAL’s appointed evaluation committee, the City of Chicago, CCTB, State of Illinois, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the IFB response selection process.

The Bidder shall not collude in any manner or engage in any practices with any other Bidder(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Bidder(s) submittal(s) to be rejected by McCormick Place | ASM GLOBAL. The prohibition is not intended to preclude joint ventures or subcontracts.

Interpretation
Should any question arise as to the proper interpretation of the terms and conditions contained in this IFB, McCormick Place | ASM GLOBAL’s decision shall be final.

Contract Terms
The Shuttle Bus Services Contract is for an initial term of three (3) years. McCormick Place | ASM GLOBAL reserves the right to extend the contract for an additional term of two (2) years. McCormick Place | ASM GLOBAL has the right to terminate any Contract upon 30 day’s written notice to the Provider. If under Engagement at the time of termination, the Provider will be compensated under the terms of the contract for all Work satisfactorily performed to the date of termination, together with authorized reimbursable costs incurred before the termination notice is given.

No Criminal/ Civil Liability and Not In Arrears Certification
Submission of a Bid shall include a representation that neither the Bidder, nor any of its joint venture participants, partners, members, affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds an ownership interest in the Bidder’s organization has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity’s or individual’s business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.

Vendor Ethics
McCormick Place | ASM GLOBAL is prohibited by law from contracting with certain persons and entities. Accordingly, ownership interests must be disclosed. Bidders must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended. Bidders must complete the Required Forms provided.

Insurance Requirements
At all times during the term of the Agreement and during the time period following final completion if the Bidder is required to return and perform any additional work, Bidder is required to maintain the minimum insurance coverage and requirements specified in Required Form D, insuring all operations related to the Agreement. McCormick Place | ASM GLOBAL reserves the right to modify insurance requirements based on the nature of the services rendered or the projects required under the Agreement.
Confidentiality
Except with the McCormick Place | ASM GLOBAL's approval, the Bidder shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than McCormick Place | ASM GLOBAL or its designated representatives, or as required by law, any non-public information which it may have obtained during the IFB process concerning any matter relating to the work or regular business of McCormick Place | ASM GLOBAL.

Taxes
The successful Bidder is responsible for all existing and future applicable federal, state, and local taxes, whether direct or indirect, incurred in connection with the Management Contract. ASM GLOBAL, as acting agent for the Authority, is exempt by law from Illinois Retailers Occupation Tax, Use Tax, Service Occupation Tax, Service Use Tax, and Municipal and Regional Transportation Authority Retailers Occupation Tax on materials or services purchased in connection with the Services.

Rejection of Bids
Bids that do not comply with the submittal requirements of the IFB, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. McCormick Place | ASM GLOBAL, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

In addition to all other basis for rejection, any Bidder found to have falsified any information to McCormick Place | ASM GLOBAL in relation to this or any other procurement, or which has been barred from doing business with the Authority, the City of Chicago or State of Illinois, or which has been convicted of a felony related to procurement contracting with any unit of government, may be rejected.

Protests
Any and all protests or challenges with respect to the selection of the successful Bidder and this IFB, any of the procedures or requirements stated herein, or any other terms and conditions related to the transactions stated or contemplated herein must be asserted in writing to:

McCormick Place | ASM GLOBAL
Attn: Alex Buckles, PURCHASING & SUPPLIER DIVERSITY MANAGER
301 E. Cermak Rd.
Chicago, IL 60616
abuckles@mccormickplace.com

All protests or challenges concerning the process, ambiguities or defects of the IFB must be submitted within five (5) calendar days after publication of the IFB. All protests or challenges concerning the selection of the Successful Bidder must be asserted within five (5) calendar days after the notification of award of the Successful Bidder. Failure to file any action, protest or challenges within the time frames set forth above shall constitute a full and absolute waiver to take action against, protest or challenge the IFB process or selection of the Successful Bidder.
VI. REQUIRED FORMS

Required Form A – Form of Transmittal Letter
Required Form B – Statement of Business Organization
Required Form C – Statement of Qualifications
Required Form D – Insurance Requirements
Required Form E – Special Conditions
Required Form F – Proposed Pricing and Fee Structure
Required Form G – Notification of Exceptions
VI. REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Bidder’s firm letterhead

________________________________________________________________________(Date)

McCormick Place  |  ASM GLOBAL
301 East Cermak Road
Chicago, Illinois 60616
Attention:  Alex Buckles, Purchasing & Supplier Diversity Manager

Re: McCormick Place  |  ASM GLOBAL Shuttle Bus Services #S2022-08

Dear Mr. Buckles:

On behalf of __________________________________________ (Full legal name of Bidder), I submit with this letter its response to McCormick Place  |  ASM GLOBAL's Request for Bids ("IFB") for SHUTTLE BUS SERVICES. In this connection, I state the following:

1. I have full authority to bind Bidder with respect to this response to the Request for Bids and any oral or written presentations and representations made to McCormick Place  |  ASM GLOBAL.

2. __________________________________________ (Full legal name of Bidder) has read and understands the Request for Bids and is fully capable and qualified to provide the goods and or services as described within this Request for Bids.

3. I have read and understand the Request for Bids, including addenda numbers ________. If none were issued, indicate “NONE”.

4. __________________________________________ (Full legal name of Bidder) understands that McCormick Place  |  ASM GLOBAL will rely on Bidder’s response to the Request for Bids and Bidder agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.

5. __________________________________________ (Full legal name of Bidder) agrees to hold its Bid open for a period of 60 days from the date and time established for notification of award, and, if requested by McCormick Place  |  ASM GLOBAL, for an additional 30 days thereafter.

6. If requested by McCormick Place  |  ASM GLOBAL, Bidder agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist McCormick Place  |  ASM GLOBAL in evaluating its Bid.

7. Neither I nor Bidder has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with McCormick Place  |  ASM GLOBAL and no conflict of interest which could interfere with the provision of services to McCormick Place  |  ASM GLOBAL.

8. Bidder understands that McCormick Place  |  ASM GLOBAL will rely upon the material representations set forth in the Request for Bids and that Bidder has a continuing obligation to update any information which changes or which Bidder learns to be incorrect.

9. It is understood that an original and multiple copies of the Request for Bids have been submitted for consideration. Bidder warrants that all copies are identical to the original in all respects.
10. If selected by McCormick Place | ASM GLOBAL, Bidder agrees to negotiate and enter into an Agreement for Business Center Services with McCormick Place | ASM GLOBAL.

12. I declare that all Required Forms A through G have been examined by me and to the best of my knowledge and belief are true, correct, and complete.

Signed: ________________________________

________________________
Typed/lettered name of signatory

As: ________________________________

(relationship to Bidder/Title/etc.)

State of _____________________________

County of ___________________________

Subscribed and sworn to (or affirmed) before me this __________ day of _________________, 2014.

____________________________________

NOTARY PUBLIC (SEAL)
VI. REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: McCormick Place | ASM GLOBAL Shuttle Bus Services
PROJECT NUMBER: #S2022-08
BIDDER: ____________________________________________________________

Note: Each Bidder is obligated to notify McCormick Place | ASM GLOBAL of any changes in its ownership or in its officers and directors at the time such changes occur if the change occurs during bid evaluation or during the Contract term.

1. If the Bid is submitted by an individual, answer questions listed below:
   (a) Name___________________________________________________________
   (b) Official Address___________________________________________________
   (c) Telephone_________________________ Email address _____________________
   (d) Fax Number_______________________________________________________
   (e) FEIN____________________________________________________________
   (f) Is the individual authorized to do business in Illinois? □YES □NO

2. If the Bid is submitted by a partnership, answer questions listed below:
   (a) Firm Name_______________________________________________________
   (b) Official Address___________________________________________________
   (c) Fax Number_______________________________________________________
   (d) Telephone Number________________________________________________
   (e) FEIN____________________________________________________________
   (f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization.
      Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity’s name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such “holding firm”. (Use a separate page if necessary).
      Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary).

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(g) List the names of all managing partners:

________________________________________________________
________________________________________________________

(h) Is partnership authorized to do business in Illinois? □YES □NO

3. If the Bid is submitted by a corporation or limited liability company (LLC), answer questions listed below:
(a) Corporate or Company Name____________________________________________________
(b) Date of Incorporation _________________________________________________________
(c) State of incorporation _________________________________________________________
(d) If incorporated in another State, are you authorized to do business in the State of Illinois? □YES □NO
(e) Name and address of registered agent __________________________________________

____________________________________
____________________________________

(f) Fax Number___________________________________________________________________
(g) Telephone_________________________ Email address _______________________________
(h) FEIN _________________________________________________________________________
(i) List the names of all officers and directors:
____________________________________
____________________________________

(j) List each individual having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization.

Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity’s name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such “holding firm”. (Use a separate page if necessary).

Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary)

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4. Is Company a certified minority or woman owned business enterprise? □YES □NO

If yes, check one: □MBE □WBE

Certified by: □City of Chicago
□Chicago Minority Supplier Development Council
□County of Cook
□Women’s Business Development Center
□State of Illinois, Department of Central Management Services
□Other_________________________________________________________

*Please attach copy of current certification letter
VI. REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: McCormick Place | ASM GLOBAL Shuttle Bus Services
PROJECT NUMBER: #S2022-08
BIDDER:

Bidder must furnish all of the following information relative to its ability, experience, and financial resources available for the fulfillment of the Contract.

1. The number of consecutive years that Bidder has been engaged in the business under the present firm name________.
   Number of consecutive years at this location: ____________.
   Date when business was organized ___________________.

2. List all pertinent organizations and associations of which Bidder is currently a member:

3. Provide the overall ratio of managers to personnel. ________________________________

4. List below two (2) references:
   A. Company Name__________________________________________________________
      Contact______________________________________________________________
      Title__________________________
      Address_______________________________________________________________
      Telephone_____________________ Email address___________________________
      Length of Relationship_________________________________________________

   B. Company Name__________________________________________________________
      Contact______________________________________________________________
      Title__________________________
      Address_______________________________________________________________
      Telephone_____________________ Email address___________________________
Length of Relationship____________________________

5. List below one (1) bank reference:

Company Name _________________________________

Contact_______________________________________

Title___________________________________________

Address________________________________________

Telephone____________________________Email address_________________

Length of Relationship____________________________

6. Identify all union contracts to which you are a signatory.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

7. Has Bidder ever refused to sign a contract? Y ___ N ___ At the original price? Y ___ N ___

If yes to either question, provide details. _____________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

8. Has Bidder ever been terminated for cause? _____ If yes, provide details. _________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

9. Has Bidder ever defaulted on a contract? _____ If yes, provide details. _________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
10. Has Bidder or any related or affiliated entity ever been adjudged bankrupt, been subject to a receivership or an order of reorganization, or other similar action involving the rights of creditors against vendors? If yes, provide details.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

11. Is Bidder or any related or affiliated entity at this time subject to any court order relating to bankruptcy, receivership, liquidation, reorganization, or similar relief? If yes, provide details.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

12. Detail any criminal or civil investigation or pertinent litigation pending or that has concluded within the last three (3) years against Bidder’s organization or individuals within the organization.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

13. Has Bidder ever forfeited a performance bond? _____ If yes, provide details. __________

________________________________________________________________________

________________________________________________________________________

14. Bidder has attached copies of its annual financial statement or annual report, such as balance sheets, profit and loss statements, or financial report, for the last three (3) years.

15. Successful Bidder will complete IRS W-9 upon Contract award.

16. Identify how Bidder was made aware of this IFB: ________________________________

17. Identify below the Bidder’s contact person for purposes of responding to any questions McCormick Place | ASM GLOBAL may have:

   Contact Name ________________________________

   Title ________________________________

   Address ________________________________

   Telephone __________ Email address ________________________________
VI. REQUIRED FORM D – INSURANCE REQUIREMENTS

Bidder must provide evidence of the ability to provide insurance coverage as specified in this IFB.

1. The Selected Contractor must procure and maintain, at its own expense, until final completion of the Services covered by this Contract and during the time period following final completion if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below, in amounts specified by McCormick Place | ASM GLOBAL’s Risk Manager. The Selected Contractor must provide McCormick Place | ASM GLOBAL with certificates of insurance evidencing such coverage prior to receiving the contract:

   a. Commercial General Liability

      Coverage
      General Aggregate $1,000,000.00
      Products Liability/Completed
      Oper. Aggregate $1,000,000.00
      Each Occurrence $1,000,000.00
      Personal & Advertising Injury $1,000,000.00

      If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

   b. Workers’ Compensation and Employer’s Liability

      Coverage
      Workers’ Compensation Employer’s Liability
      Each Accident $1,000,000.00
      Per Employee - Disease $1,000,000.00
      Annual Aggregate – Disease $1,000,000.00

      Workers’ Compensation/ Employer’s Liability policies shall be endorsed to waive the insurer’s right of subrogation against McCormick Place | ASM GLOBAL.

   c. Automobile Liability

      Coverage
      Bodily Injury and Property Damage Combined - Occurrence $1,000,000.00
      Uninsured/Underinsured Motorist - Occurrence $1,000,000.00

      This Policy must provide coverage for all owned, non-owned, and hired autos.

   d. Umbrella Coverage

      Coverage must be in excess of Commercial General Liability, Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage listed.

   e. Professional Liability

      Coverage
      Professional Liability $5,000,000.00
Errors & Omissions

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.

3. Contractor’s assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to McCormick Place | ASM GLOBAL as a result of the liability provisions of the Contract shall be paid on demand.

4. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by McCormick Place | ASM GLOBAL shall apply in excess of and not contribute with insurance provided by them under the Agreement.

5. Policies should be written on an occurrence basis with the exception of professional liability coverage.

6. All coverages must contain a Waiver of Subrogation in favor of McCormick Place/ASM GLOBAL.

7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.

8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees, and ASM GLOBAL are named as an additional insured.

9. Subcontractors performing services for the selected contractor shall maintain coverage terms and limits equal to or greater than the contractor.

10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.

McCormick Place | ASM GLOBAL
301 East Cermak Road
Chicago, Illinois 60616
SECTION I. POLICY STATEMENT AND TERMS

In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/1 et. seq., Section 23.1(b) (hereinafter referred to as "Act"); the Authority has adopted and maintains a Business Diversity Program. Goals established pursuant to the adoption of such a program include the award of not less than 25% of the annual dollar value of all contracts, purchase orders, or other agreements (collectively referred to as "contracts") to minority owned businesses (MBE) and 5% of the annual dollar value of all contracts to women owned business enterprises (WBE).

It is the policy of the Authority that a Contractor take affirmative steps to ensure that minority and women owned businesses have the maximum opportunity to compete for and perform subcontracts for the supply of goods and services. Further, no contractor shall discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental disability, military discharge status, parental status, sexual orientation, national origin, sex or any other protected status in connection with the purchase of goods and services or the subcontracting of work required by an agreement awarded by the Authority.

SECTION II. DEFINITIONS

For purposes of this Bid or Proposal, the following terms shall have the definitions set forth in this Section II. If there is any discrepancy between the definitions set forth in these Special Conditions and the Act, the provisions of the Act control.

a. "Area of Specialty" means the description of a MBE or WBE firm’s business which has been determined by the Purchasing Manager to be most reflective of the MBE or WBE firm’s claimed specialty or expertise. Each MBE and WBE letter of certification must contain a description of the firm’s Area of Specialty. This information is also contained in each directory published by the Certifying Entities identified in Section III. Credit towards MBE and WBE participation goals on a contract shall be limited to the participation of firms performing within their Area of Specialty.

b. "Bid" or "Proposal" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the Contractor in response to a bid solicitation, request for proposal, request for qualification or task order request issued by ASM GLOBAL.

c. "Bidder" or "Proposer" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with ASM GLOBAL, and includes all partners, affiliates and joint ventures of such person or entity.

d. "Broker" means any person or entity that fills orders by purchasing or receiving supplies rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.

e. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner.

f. "Compliance Monitoring System" means the computer-based system established by ASM GLOBAL to monitor Contractor compliance in meeting MBE/WBE goals for a contract.

g. "Consultant" means an expert who is called on for professional or technical advice or opinions.
h. “Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract.

i. “Contractor” means any person or business entity that has entered into a contract with ASM GLOBAL as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

j. “Coordinator” means ASM GLOBAL’s Business Diversity Program Coordinator.

k. “Direct Participation” means the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the contract.

l. “Directory” means a directory of certified minority business enterprises and women business enterprises maintained and published by a Certifying Entity. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of the firm’s last certification and the Area of Specialty in which the firm is certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

m. “Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal in accordance with Section VIII(b).

n. “Joint Venture” means an association of at least one MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each Joint Venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are commensurate with its ownership interest.

o. “Manufacturer” means a person or firm engaged in the process of making, fabricating, constructing, forming or assembling a product(s) from raw, unfinished, semi-finished or finished materials through a direct contract with the Design-builder, Subcontractor, or supplier.

p. “Minority Business Enterprise” or “MBE” shall be defined in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2.01, et. seq., and means a business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

q. “Regular Dealer” means a firm that meets the definition set forth in Section VII(c).

r. “Special Conditions” means the terms and conditions of ASM GLOBAL’s Business Diversity Program as set forth in this document.

s. “Supplier” means a firm who manufactures or fabricates from raw materials or substantially alters the materials / supplies; or a firm that is the wholesale/retail distributor of materials or supplies.

t. “Women Business Enterprise” or “WBE” shall be defined in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2.01, et. seq., and means a business concern which is at least 51% owned by one or more females, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the
management and daily business operations of which are controlled by one or more of the females who own it.

SECTION III. CERTIFICATION

ASM GLOBAL neither certifies nor decertifies a firm’s MBE or WBE status. Rather, it accepts the current certifications of other agencies whose policies and procedures are consistent with the requirements of Section 23.1(b) of the Act. ASM GLOBAL presently accepts certifications from the City of Chicago, Chicago Minority Business Development Council, County of Cook, Women’s Business Development Center through a partnership with the Women’s Business Enterprise National Council, and the State of Illinois through its Central Management Services Division. Other certifications will be reviewed on a case-by-case basis. To be eligible for credit towards meeting the MBE and WBE goals, a firm must be certified by the time of contract award.

ASM GLOBAL does not make any representation concerning the ability of any MBE or WBE to perform work within the firm’s Area of Specialty. It is the responsibility of all Contractors to determine the capability and capacity of MBEs and WBEs to satisfactorily perform the work proposed.

Bidder or Proposer must confirm that neither it nor any of its proposed subcontractors have been decertified by any of the certifying agencies listed above. If an MBE or WBE firm loses its certification from any of the certifying agencies above during the contract term, the Contractor and the MBE or WBE must immediately notify ASM GLOBAL. ASM GLOBAL has the right to demand the substitution by a certified MBE or WBE or take other appropriate action.

SECTION IV. CONTRACT GOALS

ASM GLOBAL has established the following Contract Specific Goals for this contract:

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<th>MBE PERCENTAGE</th>
<th>WBE PERCENTAGE</th>
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<td>25%</td>
<td>5%</td>
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These goals shall apply to the contract, unless Bidder or Proposer requests an appropriate waiver at the time of the submission of the Bid or Proposal and such request is granted in writing by ASM GLOBAL. Firms that are MBE or WBE that can perform 100% of the requested services will be waived of the diversity goals, however if subcontracting is required then the MBE or WBE firm will have to meet the aforementioned diversity goals.

SECTION V. OBLIGATIONS OF BIDDERS AND PROPOSERS

a. Each Bidder or Proposer must commit to utilize MBE and WBE firms to meet the goals stated above relative to the total contract price (inclusive of any and all modifications and amendments). Evidence of such commitment shall be the responsibility of the Bidder or Proposer. MBE and WBE commitments may be met by one or a combination of the following:

1. Bidder or Proposer status as a certified MBE or WBE firm;

2. Subcontracting part of the work to one (1) or more certified MBE or WBE firms; or

3. A joint venture as prime contractor with one (1) or more certified MBE or WBE firms to the extent of the MBE and WBE participation in such joint venture; or
4. Purchasing materials or supplies used in performing the contract from one (1) or more certified MBE or WBE firms.

b. Bidders or Proposers that are unable to meet the goals set forth in Section IV above must request a waiver or reduction at the time of Bid or Proposal submission and demonstrate Good Faith Efforts pursuant to Section VIII(b) herein;

c. Bids or Proposals may be rejected as non-responsive if:

1. Bids or Proposals do not include a detailed MBE or WBE commitment or a request for a waiver accompanied by evidence of Good Faith Efforts;

2. Bidder or Proposer fails to cooperate with ASM GLOBAL requests regarding MBE or WBE participation efforts; or

3. False or misleading statements are made regarding MBE or WBE participation.

4. Bidders or Proposers are encouraged to contact the Purchasing Manager early in the process of preparing their Bids or Proposals to obtain assistance identifying qualified and certified MBE and WBE firms. Direct requests to:

   Alexander Buckles, Purchasing & Supplier Diversity Manager  
   E-Mail: abuckles@mccormickplace.com

SECTION VI. SUBMITTAL REQUIREMENTS

a. Required Documents. The following documents must be submitted to ASM GLOBAL with the Bid or Proposal:

1. Schedule A: Affidavit of Bidders or Proposers Commitments. The Bidder or Proposer must complete this form to warrant to ASM GLOBAL the Bidder’s or Proposer’s commitment to use specific MBE/WBE firms in performing the contract. Bidder or Proposer must detail a specific MBE/WBE plan on Schedule A and submit it along with the appropriate certification letters for all MBE and WBE firms in accordance with Section III. All Bidders and Proposers are required to submit a completed Schedule A. Any Bid or Proposal submitted without Schedule A and the relevant supporting documents will be rejected unless ASM GLOBAL deems it appropriate to grant a waiver in accordance with Section VIII.

2. Schedule B: Letter of Intent. All MBE/WBE firms that will perform services under the contract must complete Schedule B to show the commitment between the Bidders or Proposers and each MBE/WBE participant. MBE and WBE firms that are party to a Joint Venture must also complete Schedule B.

3. Schedule C: Joint Venture Affidavit and Agreement. All Joint Ventures must complete Schedule C. Where all of the Joint Venture parties are MBE and WBE firms, a copy of the Joint Venture agreement and Schedule B are required, but Schedule C is not required.

4. Schedule D-1 and D-2: Waiver Request and Unavailability Certification. In the event that the Bidder or Proposer has been unable to identify any MBE/WBE firms to participate in the contract, Bidder or Proposer must complete these forms to demonstrate its Good-Faith Efforts to obtain MBE/WBE participation.
5. **Changes.** Once approved by ASM GLOBAL, changes to Bidder or Proposer commitments certified in Schedules A- C are prohibited without prior written consent of ASM GLOBAL. Bidder or Proposer may request, in writing, to substitute or add a new MBE or WBE or change the percentages among the MBE/WBE firms identified in Schedule A due to unforeseen circumstances in order to fulfill the requirements of the contract. All such requests are subject to ASM GLOBAL’s written approval, subject to the terms of the contract.

SECTION VII.COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

**a. Limitations.** MBE and WBE participation generally counts toward MBE and WBE goals according to the total dollar value of the goods and services supplied by the certified MBE or WBE firm. Some restrictions to this general rule apply, as follows:

1. Credit toward MBE/WBE commitments is only given for work by firms performing within their Area(s) of Specialty as stated in the current letter of certification. Firms acting as brokers are not eligible to be counted for credit.

2. If a firm (including wholly-owned MBE/WBE Joint Ventures) is certified as both an MBE and a WBE, the Authority will determine whether to count the total dollar value of the contract toward the MBE or WBE goal, but not both at once.

3. Only payments to firms performing Commercially Useful Functions under the contract with the Authority are counted towards MBE/WBE goals. Commercially Useful Functions include actually performing, managing, and supervising a clear element of the contract. The amount of work subcontracted, industry practices, and other relevant factors are considered.

4. A MBE/WBE subcontractor is presumed not to perform a Commercially Useful Function when it subcontracts a significantly greater part of the contract than customary industry practice permits. MBE and WBE firms may present evidence to rebut this presumption.

**b. Direct Participation.**

1. Full credit towards the MBE or WBE commitment may be received for the purchase price of materials and supplies if the materials and supplies are wholly consumed in the performance of a contract and:

   A. The MBE or WBE firm manufactures (i.e., fabricates from raw materials or substantially alters) the materials or supplies; or

   B. The contract or subcontract with the MBE or WBE firm calls for the firm to furnish and install the supplies or materials; or

   C. The MBE or WBE firm providing the materials or supplies performs some other Commercially Useful Function in the supply process (e.g., the MBE or WBE firm’s Area of Specialty, as stated on the letter of certification, is a wholesale/retail distributor of the materials or supplies in question). ASM GLOBAL, in its sole discretion, shall determine whether the MBE or WBE firm performs a Commercially Useful Function.

2. If the MBE or WBE subcontracts out any of its work:

   A. The full value of the portion of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
B. None of the value of the work that an MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

C. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by ASM GLOBAL to be reasonable and not excessive as compared with fees customarily allowed for similar services.

c. Materials and Supplies

1. A Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer’s distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract by contract basis. Packagers, Manufacturer representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

2. A Contractor may count one hundred percent (100%) of its expenditures for materials and supplies required under the Agreement and obtained from an MBE or WBE Manufacturer toward its MBE or WBE participation goals.

3. A Contractor may count sixty percent (60%) of its expenditures for materials and supplies required under the Agreement and obtained from a MBE or WBE Regular Dealer toward its MBE or WBE requirement.

d. Joint Ventures

1. A Joint Venture that includes MBE/WBE partners may count towards a Bidder or Proposer’s Contract Specific Goals, provided, however, that the MBE or WBE partner(s) must:

   A. Be responsible for a clearly defined portion of the contract to be performed;

   B. Perform a Commercially Useful Function;

   C. Share in the capital contribution, control, management responsibilities, risks and profits of the Joint Venture are equal to its ownership interest;

   D. Execute the Bid or Proposal along with the other Joint Venture partners;

   E. Enter into a written Joint Venture agreement with the other Joint Venture partners that specifies the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and certifies that all such terms and conditions of the Joint Venture agreement are in accordance with Section VII(a)(1)-(3) above. Roles
assigned between the Joint Venture partners should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought.

2. If the conditions set forth in Section VII(d)(1) are met, credit for the Joint Venture will be applied in one (1) of the three (3) following manners:

   A. If 51% or more of the ownership of the Joint Venture is held solely by MBE firms, or is held solely by WBE firms, then the Bidder or Proposer will receive credit for the full amount of the contract price towards the MBE or WBE commitment, respectively; or

   B. If the Joint Venture includes both MBE and WBE firms, then the commitment to the MBE firm(s) will be counted towards the MBE goal, and the commitment to the WBE firm(s) will be counted towards the WBE goal; or

   C. If the Joint Venture includes only MBE firm(s), or only WBE firm(s), and the MBE or WBE firm(s) own less than 51% of the Joint Venture, then the joint venture will be credited with the percentage of the contract price committed to the MBE or WBE firm(s).

3. A subcontract agreement between the Joint Venture and the MBE or WBE partner(s) to the Joint Venture clearly delineating the role of each firm in the performance of the contract must be included with the submission of the Bid or Proposal along with a Schedule A that has been completed by the Joint Venture and Schedule B that has been completed by all MBE/WBE firms.

SECTION VIII. GRANT OF RELIEF / REDUCTION OF MBE/WBE GOALS & WAIVER PROVISIONS

The Purchasing Manager shall determine whether the request for a reduction of MBE/WBE goals or waiver shall be granted. Bidder or Proposer may be considered responsive to the terms and conditions of these schedules only if a reduction or waiver request is submitted with the final Bid or Proposal submittal.

Failure to submit the request for reduction from the stated goals or waiver, sufficient to support the request for a reduction or to support the waiver request with the Bid or Proposal, will cause the Bid or Proposal to be found non-responsive by the Purchasing Manager, and the Bid or Proposal will be rejected by the Purchasing Manager.

a. Required Documents. To obtain relief/reduction of MBE/WBE goals, a Bidder or Proposer must submit the following:

   1. A written request for reduction or waiver from the goals in the form of a signed petition submitted on the Bidder’s or Proposer’s letterhead;

   2. Copies of the letters on the Bidder’s or Proposer’s company letterhead sent to at least two (2) assistance agencies requesting assistance in locating MBE/WBE firms (include also a notarized statement certifying that the original of each letter to an assist agency was mailed on the date stated in each letter);

   3. Completed Schedules D-1 and D-2: Unavailability Certification for each MBE or WBE firm contacted for participation in the performance of the Bid or Proposal; and

   4. Evidence of Good-Faith Efforts as set forth in Section VIII(b) demonstrating that all required efforts were taken to secure certified MBE/WBE firms to meet the goals.
b. Good-Faith Efforts. The following are examples of good-faith efforts. The list is not intended to be exhaustive, and a Bidder or Proposer may present additional information or documentation as evidence of its Good Faith Efforts. ASM GLOBAL will review all such documentation on a case by case basis, but does not guarantee that documentation of the following factors will automatically qualify as Good Faith Efforts.

1. Having written affirmative action policies and demonstrating general success in implementing those policies.

2. Notifying assistance agencies in writing before Bids or Proposals are due to seek their assistance in identifying viable MBE and/or WBEs for specific work on a contract. (See Section XIV for a list of such agencies.).

3. The method, means, and date(s) by which the Contractor timely notified the MBE/WBEs of the potential for bidding or participation in the subject contract.

4. Documentation that the information Contractor provided to the MBE/WBEs about plans, specifications, requirements of the contract and scope of services was adequate to facilitate the MBE/WBE’s ability to provide a substantive bid response to the Contractor.

5. Evidence that the Contractor selected portions of the work to be performed by an MBE/WBE in order to increase the likelihood of participation, including, where appropriate, breaking down contracts into smaller, economically feasible units.

6. If the Bidder or Proposer has directly negotiated with MBE and/or WBEs for subcontracts, the following items must be reported. A detailed statement of the efforts made to negotiate in good faith with MBE/WBEs showing:
   
   A. The names, addresses and telephone numbers of the MBE/WBEs contacted;
   
   B. A description of the plans and specifications provided to MBE/WBEs; and
   
   C. A detailed statement of the reason(s) agreements with the MBE/WBEs were not possible;
   
   D. A detailed statement of efforts made to select work for an MBE/WBE.

7. Whether the contractor deemed the MBE/WBE as unqualified on a bona fide basis consistent with legitimate industry standards.

8. The Bidder and/or Proposer must research MBE and/or WBE involvement beyond customary roles. (Affidavits must be submitted stating why MBE/WBE participation was not possible).

9. Assisting MBE and/or WBEs in overcoming participation barriers, for example, by helping firms obtain bonding or insurance coverage.

c. Price. Price alone is not an acceptable reason for rejecting an MBE/WBE subcontractor. The Bidder or Proposer must demonstrate that no MBE and/or WBE offered a reasonable price based on objective factors establishing that the quote is excessively costly. In order to establish that a subcontractor’s quote is excessively costly, the Bidder or Proposer must provide the following information:

1. A detailed statement of the work identified for MBE/WBE participation for which Bidder or Proposer asserts the MBE/WBE quotes(s) was excessively costly (in excess of 10%).
2. A list of all potential subcontractors contacted for a quote on the relevant work or service to be performed by the subcontractors and the prices quoted for the subcontract in question.

3. Other documentation that demonstrates to the satisfaction of the Coordinator that the MBE/WBE proposals are excessively costly, even though not in excess of 10% than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

   A. ASM GLOBAL’s estimate for the work under a specific subcontract;
   B. The Bidder’s or Proposer’s own estimate for the work under the subcontract;
   C. An average of the bona fide prices quoted for the subcontract;
   D. Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE or other firm.

SECTION IX. IMPRACTICABILITY

If ASM GLOBAL, determines that a lesser MBE/WBE percentage goal is appropriate with respect to a particular contract subject to competitive bidding or issuance of request for proposals prior to the Bid or Proposal solicitations for such contract, Bid or Proposal specifications shall include a statement of such revised standard. This determination may be made in connection with a particular contract, whether before the contract is let for Bid or Proposal, during the Bid or Proposal or award process, before or during award of the contract, or during the performance of the contract.

SECTION X. RECORD KEEPING

Records of all relevant data must be maintained for at least five (5) years after the work is accepted or the contract with ASM GLOBAL ends whichever is later. ASM GLOBAL shall have access to Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE/WBE participation and the status of any MBE/WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of ASM GLOBAL for any purpose.

SECTION XI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

The Compliance Monitoring System is available at: https://mpea.diversitycompliance.com. ASM GLOBAL will set up account access for the Contractor and all subcontractors following execution of the contract.

During the term of the contract, Contractor and all subcontractors will be responsible for submitting monthly reports to ASM GLOBAL via the Compliance Monitoring System according to the following schedule:

<table>
<thead>
<tr>
<th>CONTRACTOR (PRIME)</th>
<th>Report all payment activity, including non-payments, to subcontractors for the prior month</th>
<th>15th day of each month</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBCONTRACTOR</td>
<td>Confirmation of all payments received from prime Contractor</td>
<td>20th of each month</td>
</tr>
</tbody>
</table>
All subcontract agreements between the Contractor and MBE/WBE firms must contain language requiring the MBE/WBE to respond to notifications from ASM GLOBAL requiring the MBE/WBE firms to report payments received from a prime or a non-certified firm.

SECTION XII. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with all applicable federal, state, and local Equal Employment Opportunity or Civil Rights laws, codes or ordinances, and regulations, and shall require compliance from all subcontractors.

SECTION XIII. ASM GLOBAL’S REMEDIES FOR NON-COMPLIANCE

Contractor acknowledges and agrees that the terms and conditions of these Special Conditions are material terms of the Bid or Proposal and that these Special Conditions including Affidavits A – D shall be incorporated by reference into Contractor’s contract.

a. Material Breach. A material breach of the Special Conditions includes, but is not limited to, the following:

1. Contractor’s failure to satisfy the MBE/WBE percentage goals required by the contract.

2. Contractor or subcontractor disqualification as an MBE or WBE when such status was a factor in contract award and was misrepresented by the Contractor. In the event that the Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the Contractor shall seek to discharge the disqualified subcontractor or supplier, report such disqualification to the Purchasing Manager, and make every effort to identify and engage a qualified MBE/WBE as its replacement.

3. Contractor or subcontractor failure to maintain MBE/WBE certification in good standing with the certifying agency.

b. Remedies. In the event of a material breach by Contractor, ASM GLOBAL may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available, and every remedy is cumulative and in addition to any other remedy existing now or later at law, in equity or under the contract.

1. Rejection of the Bid or Proposal.

2. Termination of the contract.

3. Deem Contractor non-responsive for future contracts with ASM GLOBAL.

4. Debarment of Contractor doing business with ASM GLOBAL.

5. Referral of Contractor to the appropriate certifying and/or law enforcement agency(ies).

6. Withhold payments due to the Contractor until corrective action is taken.

7. Contractor acknowledges that its failure to engage in Good Faith Efforts will harm the operations and reputation of ASM GLOBAL, which is difficult to determine and accurately specify. Accordingly, Contractor agrees that if ASM GLOBAL issues a notice to cure to Contractor with respect to Contractor’s failure to exercise Good Faith Efforts, Contractor shall pay to ASM GLOBAL Five Thousand Dollars ($5,000) as liquidated damages, not as a penalty, for each instance of such failure to cure, and each thirty-day period thereafter that Contractor fails to establish Good Faith Efforts consistent with the requirements of these Special Conditions. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims
penalties and all other damages of whatsoever nature incurred by ASM GLOBAL which are occasioned by any failure of Contractor to establish Good Faith Efforts consistent with these Special Conditions. Any payment due to ASM GLOBAL shall be deducted from the next payment due to Contractor under the contract and deposited in ASM GLOBAL’s Affirmative Action Commitment Outreach Fund.
McCormick Place | ASM GLOBAL
Special Conditions Regarding Minority and Women Owned Businesses
Schedule A: Affidavit of Bidder/Proposer Regarding MBE/WBE Commitments

<table>
<thead>
<tr>
<th>A. Project Information</th>
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<td>RFP Number:</td>
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<tr>
<th>B. Bidder/Proposer Information</th>
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<tr>
<td>Name of Bidder/Proposer:</td>
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I HEREBY DECLARE AND AFFIRM, under penalty of perjury, that

1. I am a duly authorized representative of: ____________________________ (“Prime Contractor”);

2. I have personally reviewed information set forth in this Schedule A describing our proposed plan to achieve the MBE/WBE requirements of this contract (“Compliance Plan”) and any relevant supporting information;

3. I have conducted reasonable due diligence about the accuracy of the information set forth in the Compliance Plan;

4. I understand that the Compliance Plan contains material statements upon which ASM GLOBAL will rely as part of its decision making regarding Bid or Proposal selection;

5. All MBE/WBE firms included in this Compliance Plan are certified, and that I have attached all letters of certification for all MBE/WBE firms including Prime Contractor if applicable;

6. Based on my knowledge and due diligence, this Compliance Plan does not contain any untrue information or omit any material fact necessary to make the information contained therein true and complete; and

7. I further declare and affirm that I have read and understand ASM GLOBAL’s Special Conditions Regarding Minority and Women Owned Business Enterprises (the “Special Conditions”) and that the organization that I represent is in compliance with the Special Conditions. I further understand that if ASM GLOBAL determines that any information provided in the Compliance Plan or any other document submitted to ASM GLOBAL is intentionally false or misleading, ASM GLOBAL may pursue any and all remedies at law or equity, including without limitation, termination of any and all contracts with my firm, designating my firm as non-responsible on future bid opportunities, debarment of my firm from doing business with ASM GLOBAL, as well as referral of my firm to the appropriate certifying and/or law enforcement agency(ies), and liquidated damages.
C. Direct Participation of MBE/WBE Firms

The Prime Contractor shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.

If Bidder/Proposer is a joint venture and one or more joint venture partners are certified MBE and/or WBE, attach copies of certification letters, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture and list all MBE/WBE firms below.

List all MBE/WBE firms directly involved in the performance of this contract, including the Bidder/Proposer if MBE/WBE.

Attach certification letters, completed Schedule B for all MBE/WBE firms and additional sheets if necessary.

If awarded a contract by ASM GLOBAL, the Prime Contractor shall enter into formal written agreements with all MBE/WBE firms listed in this Section C, within a reasonable amount of time upon Prime Contractor’s execution of the contract with ASM GLOBAL.

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<th>Name of Firm:</th>
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<td>Dollar Amount of Participation:</td>
<td>Percentage of Participation:</td>
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<td>Description of Service or Work:</td>
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### D. Direct Participation of Non-MBE/WBE Firms

List all Non-MBE/WBE firms directly involved in the performance of this contract. Attach additional sheets as necessary.

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<th>Name of Firm:</th>
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<td>Contact Person:</td>
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<td>Dollar Amount of Participation:</td>
<td>Percentage of Participation:</td>
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<td>Description of Service or Work:</td>
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<th>Name of Firm:</th>
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<td>Contact Person:</td>
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<tr>
<td>Dollar Amount of Participation:</td>
<td>Percentage of Participation:</td>
</tr>
</tbody>
</table>
Name of Firm (MBE/WBE):

Address:

Phone: Fax:

Contact Person: Email:

Dollar Amount of Participation: Percentage of Participation:

Description of Service or Work:

E. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule A, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the Bidder/Proposer to make this Affidavit.

Signature of Affiant:

Print Name: Date:

IF PROPOSING AS A JOINT VENTURE

Name of Joint Venture Participant:

Signature of Affiant: Date:

Print Name: Date:

State of: County of

Subscribed and sworn to before me this ______day of ______, 20__

______________________________
NOTARY PUBLIC (SEAL)

For Internal Use: Reviewed by:

Date:
A. Project Information

<table>
<thead>
<tr>
<th>RFP Number:</th>
<th>RFP Title:</th>
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</table>

B. Statement of Intent

From (MBE/WBE Firm):

<table>
<thead>
<tr>
<th>Type of Certification: □ MBE □ WBE</th>
<th>Certifying Entity:</th>
</tr>
</thead>
</table>

To (Prime Contractor):

and McCormick Place │ ASM GLOBAL

The undersigned MBE/WBE firm agrees that it intends to perform work in connection with the above-referenced project, and that:

1. The firm has attached to this Schedule B, a valid certification letter from one the Certifying Entities set forth in Section III of the Special Conditions, and if applicable, Schedule C: Joint Venture Affidavit.
2. The firm is prepared to provide the following services or supply the following goods in connection with the above referenced project. Attach additional sheets as necessary.

<table>
<thead>
<tr>
<th>Description of Services/Goods to be provided:</th>
<th>Fee/Cost</th>
<th>Percentage</th>
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3. The firm will be subcontracting a portion of the work described in this Schedule B as set forth below. If the MBE/WBE firm will not be subcontracting a portion of the work, 0% must be shown in the table. If more than 10% of the value of the MBE or WBE’s scope of work will be sub-contracted, attach a letter from the subcontractor (on subcontractor letterhead) indicating the dollar amount of participation and a brief description of the work to be subcontracted.

<table>
<thead>
<tr>
<th>Type of Firm</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>MBE</td>
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<tr>
<td>WBE</td>
<td></td>
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<tr>
<td>Or Non-MBE/WBE Firm</td>
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</tbody>
</table>
### C. Declaration and Affirmation

The undersigned MBE/WBE firm and the Bidder/Proposer agree that they will enter into a binding agreement to perform the work set forth in this Schedule B for the prices/percentages indicated. The undersigned firms also certify that before making any changes to the work to be provided under this Schedule B, they will notify McCormick Place | ASM GLOBAL. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule B, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

<table>
<thead>
<tr>
<th>MBE/WBE Firm:</th>
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<tbody>
<tr>
<td>Signature of Affiant:</td>
<td>Date:</td>
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<tr>
<td>Print Name:</td>
<td>Title:</td>
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</table>

**IF PROPOSING AS A JOINT VENTURE (Attach Schedule C: Joint Venture Agreement)**

<table>
<thead>
<tr>
<th>Non-MBE/WBE Firm:</th>
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<tbody>
<tr>
<td>Signature of Joint Venture Partner:</td>
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<tr>
<td>Signature of Affiant:</td>
<td>Date:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Title:</td>
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</table>

State of: _______________ County of _______________

Subscribed and sworn to before me this __________day of _____, 20__

__________________________

NOTARY PUBLIC (SEAL)
Special Conditions Regarding Minority and Women Owned Businesses
Schedule C: Joint Venture Affidavit

A. Project Information

<table>
<thead>
<tr>
<th>RFP Number:</th>
<th>RFP Title:</th>
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</table>

A Joint Venture is an association of two (2) or more business enterprises to constitute a single business enterprise to perform the services required pursuant to the above referenced RFP. A Joint Venture that includes MBE/WBE partners may count towards a Bidder or Proposer’s Contract Specific Goals, provided, however, that the MBE or WBE partner(s) must: (a) be responsible for a clearly defined portion of the contract to be performed; (b) perform a Commercially Useful Function; (c) share in the ownership, control, management, risks and profits of the Joint Venture; (d) execute the Bid or Proposal along with the other Joint Venture partners; and (e) enter into a written Joint Venture agreement with the other Joint Venture partners that specifies the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract.

DO NOT complete this form if all joint venture participants are MBE/WBE firms. Instead, submit a copy of the Joint Venture agreement clearly delineating the roles of all participants, Schedule A, Schedule B and copies of all valid certification letters.

Joint Ventures must provide requested answers in the spaces provided. Do not refer to your Joint Venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

B. Joint Venture Information

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<thead>
<tr>
<th>Name of Joint Venture:</th>
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<th>Address:</th>
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<tr>
<th>Phone:</th>
<th>E-Mail:</th>
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<th>Contact Person:</th>
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</table>

Attach a copy of the Joint Venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the Joint Venture participants. The Joint Venture Agreement must include specific details related to: (a) the contributions of capital and equipment; (b) work items to be performed by the MBE/WBE’s own forces; (c) work items to be performed under the supervision of the MBE/WBE participant; and (d) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

List all other business relationships between the Joint Venture participants, including other joint venture agreements in which the parties are jointly involved:
C. Non MBE/WBE Joint Venture Participant(s)

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>% Ownership:</th>
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<tbody>
<tr>
<td>Address:</td>
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<td>Phone:</td>
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<td>Contact Person:</td>
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D. MBE/WBE Joint Venture Participant(s)

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<tr>
<th>Name of Firm:</th>
<th>% Ownership:</th>
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<td>Contact Person:</td>
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Type of Certification: □ MBE □ WBE

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<tr>
<th>Certifying Entity:</th>
<th>Date:</th>
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Area of Specialty:

MBE/WBE initial capital contributions: $ %

Future capital contributions (explain requirements):

Source of funds for the MBE/WBE capital contributions:

Specify the MBE/WBE's share in the profits of the Joint Venture:

Specify the MBE/WBE's share in the risks of the Joint Venture:

Specify other applicable ownership interests or other agreements, which restrict or limit ownership and/or control:
### E. Control of and Participation in the Joint Venture

Identify by name and firm those individuals who are, or will be responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements.

<table>
<thead>
<tr>
<th>Task</th>
<th>Name</th>
<th>Firm</th>
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<tbody>
<tr>
<td>Joint Venture check signing:</td>
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<tr>
<td>Authority to enter into contracts on behalf of the Joint Venture:</td>
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<tr>
<td>Signing, co-signing and/or collateralizing loans:</td>
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<tr>
<td>Acquisition of lines of credit:</td>
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<tr>
<td>Acquisition and indemnification of payment and performance bonds:</td>
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<tr>
<td>Negotiating and signing labor agreements:</td>
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<tr>
<td>Management of contract performance (identify by name and firm):</td>
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### F. Financial Control of Joint Venture

Which firm or individual will be responsible for accounting functions relative to the Joint Venture’s business?

Identify the managing partner, if any, and describe the means and measure of the individual’s compensation.

What authority does each party have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors and/or other parties participating in the performance of this contract or the work of this project?
### G. Personnel of Joint Venture

Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the MBE/WBE, non MBE/WBE or Joint Venture:

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<th></th>
<th>Non MBE/WBE</th>
<th>MBE/WBE</th>
<th>Joint Venture</th>
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<tr>
<td>Hourly Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Identify by name and firm the person responsible for hiring employees for the Joint Venture:

Are any of the proposed Joint Venture employees currently employees of any of the Joint Venture participants?  
☐ Yes  ☐ No

If yes, please list the number and positions and indicate which firm currently employees the individual(s):

<table>
<thead>
<tr>
<th>Number of employees</th>
<th>Position</th>
<th>Employed by</th>
</tr>
</thead>
</table>

### H. Additional Information

Please state any material facts or additional information pertinent to the control and structure of this Joint Venture.

### I. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule C, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

MBE/WBE Firm:

Signature of Affiant:

Print Name: Date:

Non - MBE/WBE Firm:

Signature of Affiant:

Print Name: Date:

State of: County of

Subscribed and sworn to before me this day of , 20

__________________________________________

NOTARY PUBLIC (SEAL)
A. Project Information

RFP Number:  
RFP Title:  

B. Bidder/Proposer Information

Name of Bidder/Proposer:

Each time Bidder/Proposer contacts an MBE/WBE that is not ready willing or able to perform the work you requested of the firm, for any reason, you must complete this form. Please have the MBE/WBE complete Schedule D-2 Statement of MBE/WBE on the following page.

The undersigned certifies that he/she contacted the following MBE/WBE firms to obtain bids for goods or services to be performed for the above referenced project (attach additional sheets if necessary).

Name of Firm:
Address:
Phone:  Fax:
Contact Person:  Email:

Reason MBE/WBE was unavailable to work on this project or prepare a bid:

Name of Firm:
Address:
Phone:  Fax:
Contact Person:  Email:
C. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule D-1, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

<table>
<thead>
<tr>
<th>Signature of Affiant:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

State of: ________________ County of ________________

Subscribed and sworn to before me this _______ day of ________, 20__

__________________________________

NOTARY PUBLIC               (SEAL)

For Internal Use

Reviewed By:                

Date: 

---

Special Conditions Regarding Minority and Women Owned Businesses
Schedule D-1: Certification of Bidders/Proposers Regarding Unavailability MBE/WBE Firms
### Special Conditions Regarding Minority and Women Owned Businesses

**Schedule D-2: Statement of MBE/WBE Regarding Unavailability to Perform or Prepare a Bid**

#### A. Project Information

<table>
<thead>
<tr>
<th>RFP Number</th>
<th>RFP Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### B. MBE/WBE Statement

<table>
<thead>
<tr>
<th>Name of MBE/WBE Firm</th>
<th>Bidder/Proposer Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned certifies that:

1. The above named MBE/WBE firm was offered an opportunity to bid on the above referenced project by the above named Bidder/Proposer.

2. The MBE/WBE firm is unavailable to perform the services or prepare a bid for the following reason:

#### D. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule D-1, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

<table>
<thead>
<tr>
<th>Signature of Affiant</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State of: ______________________ County of ______________________

Subscribed and sworn to before me this ______day of ______, 20____

__________________________

NOTARY PUBLIC (SEAL)

---

**For Internal Use**

Reviewed By: ______________________

Date: ______________________
VI. REQUIRED FORM F – PROPOSED PRICING AND FEE STRUCTURE

___________________________________________
Bidder

The undersigned hereby offers and agrees to furnish and deliver Shuttle Bus Services, outlined herein, for McCormick Place | ASM Global as follows:

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Estimated Hours Per Year</th>
<th>Hourly Rate</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Shuttle Bus Services</td>
<td>1,400</td>
<td>$___________</td>
<td>$ ____________</td>
</tr>
</tbody>
</table>

The Bidder agrees that the estimated hours provided are estimated annual amounts ONLY and as such may not represent the actual requirements of McCormick Place | ASM GLOBAL during the life of this contract. McCormick Place | ASM GLOBAL therefore reserves the right to increase or decrease the hours shown herein at any time during the life of the Contract to correspond to the actual needs of the facility, all such hours are to be paid at the hourly rate set per the above.

No services of the kind described in the Contract shall be delivered until a Purchase Order has been issued by McCormick Place | ASM GLOBAL.

Payment shall be subject to acceptance by McCormick Place | ASM GLOBAL of the goods and/or services provided by the Contractor.
VI. REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

The Undersigned understands and agrees that:

**PLEASE CHECK ONLY ONE**

[ ] Bidder acknowledges that there are **NO EXCEPTIONS** to the Form of Agreement, Exhibit I, or any other requirements stated in this procurement S2022-08.

Signed: ________________________________

______________________________

(Typed/lettered name of signatory)

As: ________________________________

(Relationship to Bidder/Title/etc.)

Date: ________________________________

[ ] Bidder acknowledges that **THERE ARE EXCEPTIONS** to the Form of Agreement, Exhibit I, including conflicts of interest, or any other requirements stated in this procurement #S2022-08 and has attached them to this Required Form G, Notification of Exceptions.

Signed: ________________________________

______________________________

(Typed/lettered name of signatory)

As: ________________________________

(Relationship to Bidder/Title/etc.)

Date: ________________________________
SHUTTLE BUS SERVICES AGREEMENT  
#S2022-08

THIS AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is dated as of the ___ day of __________ (“Effective Date”) by and between ASM GLOBAL, a Pennsylvania general partnership, with an address at 301 East Cermak Road, Chicago, Illinois 60616 (“ASM GLOBAL”), and _____________, a(n) __________________ Corporation whose current address is ______________________________(the “Contractor”).

I. BACKGROUND

The Metropolitan Pier and Exposition Authority, a unit of local government, political subdivision, body politic and municipal corporation organized and existing under Illinois law (“Owner”) owns the McCormick Place® Complex (the “Facility”) located at 2301 South Lake Shore Drive, Chicago, IL 60616. Owner has retained ASM GLOBAL to act as Owner’s agent for the operation of the Facility. Contractor is prepared to perform the Services for ASM GLOBAL in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

II. SERVICES AND PAYMENT

The Contract includes this document and the following exhibits, all of which are incorporated into and made a part of this Contract. In the event of a conflict between this document and any exhibit, the provisions of this document shall control. The Exhibits are as follows:

   Exhibit 1 – Scope of Services
   Exhibit 2 – Pricing and Fee Structure
   Exhibit 3 – Insurance Requirements
   Exhibit 4 – Request for Bids (IFB) document
   Exhibit 5 – Special Conditions Regarding Minority and Women Business Enterprises


   a. Contractor shall provide the Services to ASM GLOBAL in accordance with the provisions set forth in the Scope of Services, which is attached as Exhibit 1.

   b. ASM GLOBAL reserves the right to reject any Services which, in its sole judgment, do not: (i) adequately represent the intended level of completion or standard of performance; (ii) include relevant information or data; (iii) comply with federal, state, or local laws, regulations, codes, or requirements; or (iv) include all documents specified in this Contract or which are reasonably necessary in performing pursuant to this Contract or any phase of the Services. Deliverables must be provided in the format and media required by ASM GLOBAL.

   c. Partial or incomplete Services may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by ASM GLOBAL. Such partial or incomplete Services do not satisfy the requirements of this Contract. Further, partial or incomplete Services shall not relieve Contractor of its commitments pursuant to this Contract.

   d. In performing the Services, Contractor shall attend such meetings with representatives of ASM GLOBAL and Owner as well as ASM GLOBAL’s agents and contractors and other interested agencies as may be required in connection with the Project. Contractor and ASM GLOBAL each agree to be reasonably available for meetings on matters pertinent to the Project.
e. Subcontractor services are those services which are provided by specialty Subcontractors retained by Contractor in accordance with the assignment provisions set forth in Section XIV. Such Subcontractor Services may include, but are not limited to, providing technical information concerning the Services and such other services as may be necessary to provide the Services or as may be directed by ASM GLOBAL. Contractor shall cause any and all Subcontractors to be bound to the same terms and conditions as those in the Contract between ASM GLOBAL and Consultant. Consultant may award fixed amount lump sum contracts to its Subcontractors solely upon prior written approval by ASM GLOBAL. All billing by Contractor to ASM GLOBAL for Subcontractor services shall be at actual cost with no mark-up by Contractor, and the cost for the Subcontractor Services is indicated within the Guaranteed Maximum Price as defined below.

f. The term for the performance of the Services will commence upon the execution of the Contract by ASM GLOBAL, and will conclude upon the completion of all phases of the Services as set forth in Exhibit 1. Prior to the commencement of the Services, the parties shall agree on a Project schedule which may not be amended without ASM GLOBAL’s approval.

g. Contractor shall report directly to a project manager assigned by ASM GLOBAL to oversee and manage Contractor’s Services.

h. All Services shall be performed in accordance with the requirements of ASM GLOBAL, this Agreement and the Project schedule. If Contractor fails to comply with any of the above standards, Contractor must perform again, at its own expense, any and all Services required as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation of any other remedies available to ASM GLOBAL under this Contract, at law, or in equity.

2. Coordination of Services. Contractor must coordinate the Services with the work of ASM GLOBAL’s other contractors and subcontractors, if any, so no delays or interference will occur in completion of any part or all of ASM GLOBAL’s projects or operations.

3. Payment for Services. In consideration of, and as full compensation for, the Services provided hereunder, ASM GLOBAL shall pay Contractor certain service fees in accordance with the pricing set forth on Exhibit 2 attached hereto. Contractor shall be paid monthly for the performance of the Services. Contractor agrees that:

   (a) All invoicing and requests for payment shall be in such form and with such documentation as required by ASM GLOBAL. Under no circumstances shall the compensation for the Services exceed the agreed upon pricing set forth in Exhibit 2 without a prior written amendment to this Agreement.

   (b) Contractor shall submit invoices for payment to ASM GLOBAL as instructed by ASM GLOBAL, indicating the monthly fee amount, if any, as well as any approved additional Services performed during the preceding billing period.

   (c) Payment will be made on the basis of approved invoices and such supporting documentation as ASM GLOBAL may require.

   (d) If ASM GLOBAL objects to all or any portion of any invoice, it shall promptly notify Contractor of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment authorization is due, then ASM GLOBAL shall pay only that portion of the invoice that is not in dispute.

   (e) Neither the initial payment nor any later progress payment constitutes acceptance of the Services or any deliverables provided under this Agreement.

   (f) Contractor shall be solely responsible to ensure that Subcontractors are timely paid all amounts due them in connection with the performance of this Contract. After the first partial payment under the Contract, ASM GLOBAL will withhold later partial payments until Contractor submits evidence
satisfactory to ASM GLOBAL that all amounts Contractor owes in connection with performance of this Contract have been paid. Further, ASM GLOBAL is entitled, after giving notice to Contractor, to pay all persons who have not been paid the monies due to them in connection with the Contract, whether or not a claim or lien has been filed, unless Contractor, within ten (10) calendar days after notice is given either (i) demonstrates to ASM GLOBAL reasonable satisfaction that these sums are not due or (ii) provides ASM GLOBAL adequate security.

(g) Contractor shall keep the property free of liens, and in the event any lien is filed, the Contractor shall immediately remove the lien. Contractor shall obtain lien waivers from every supplier and subcontractor who works on the project. Contractor shall provide copies of all lien waivers with relevant billing invoices and prior to payment.

(h) Each Party shall have the right to set-off and net against any amounts owed to it by the other Party under this Agreement, including without limitation any termination payment.

4. Payment for Changes. If ASM GLOBAL and Contractor agree to change the Services in accordance with the provisions set forth under this Agreement, and the change(s) cause an increase or decrease in Contractor's costs of, or time required for, performance of some portion of the Services, then an equitable adjustment will be made and the Agreement will be amended. Any claim by Contractor for adjustments under this clause must be submitted in writing to ASM GLOBAL within 30 days of receipt by Contractor of the notification of change unless ASM GLOBAL grants a further period of time, which will be subject to ASM GLOBAL's approval. No change increasing or decreasing the quantity or price of the Services shall be made unless previously authorized by ASM GLOBAL, and no claim for extra compensation will be considered unless such prior authorization has been obtained.

5. Standard of Care. Contractor shall perform the Services with due care in a manner consistent with industry standards for the type of Services provided hereunder.

6. Manner of Performance. Consultant shall perform all Services as set forth in the Contract Documents with that degree of skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude in the Chicago area, and in conformance with the applicable professional standards. Consultant shall at all times use its best efforts on behalf of ASM GLOBAL to assure timely and satisfactory rendering and completion of its Services. Consultant must at all times act in the best interests of ASM GLOBAL consistent with Contractor's professional obligations assumed by it in entering into this Contract. Contractor and all of Contractor's employees or subcontractors performing Services under this Contract shall be qualified and competent in the applicable discipline or industry, shall be appropriately licensed as required by law, shall comply with all City of Chicago, State of Illinois, and federal laws applicable to the Services and shall conform to the terms of the Contract. Contractor remains responsible for the professional and technical accuracy of all Services furnished, whether by Contractor or others on its behalf. If Contractor fails to comply with these standards, Contractor must perform again, at its own expense, any and all Services required to be re-performed as a direct or indirect result of such failure and repair, or cause to be repaired, any damage to the personal or real property of ASM GLOBAL or Owner caused by, in conjunction with or as a consequence of the performance of the Services.

No review, approval, acceptance, nor payment for any and all of the Services by ASM GLOBAL shall relieve Contractor from its responsibilities.

7. Clean Condition. Contractor shall, at all times, keep the Facility free from accumulations of waste materials or rubbish caused by Contractor's employees or work, and shall remove all of its rubbish at the completion of its work to the total satisfaction of ASM GLOBAL. Use of ASM GLOBAL's or Owner's open boxes is not permissible. Contractor must provide open boxes and/or trucks for hauling of debris as part of its services. All debris must be hauled off-site at Contractor's expense.

8. Time Is of the Essence. It is understood and agreed that time is of the essence in this Agreement and Contractor agrees to begin the actual Services covered by this Agreement in conformity with the provisions set
forth herein and to prosecute the same with all due diligence, so as to complete the Services under this Agreement within the calendar days stipulated in this Agreement, after the specified date for commencement of the Services.

9. **Risk of Loss.** The risk of loss shall remain with Contractor until any goods that may be required to be delivered pursuant to this Agreement are delivered to ASM GLOBAL in accordance with the terms hereof. Contractor shall carry on the work of furnishing and delivering the goods at Contractor’s own risk and expense until the same is fully completed and accepted by ASM GLOBAL and, until such time, Contractor shall be solely liable and responsible for the safety and security thereof.

### III. TERM OF AGREEMENT, DEFAULT, TERMINATION, AND REMEDIES

1. **Term of Agreement.** This Agreement will be effective as of the Effective Date and will continue in effect, unless earlier terminated as set forth in Section 2 of this Article or as otherwise set forth in this Agreement, until _______. ASM GLOBAL may, in its sole option, renew this Agreement for successive periods of two (2) years by giving not less than thirty (30) days prior written notice to Contractor. In each such event, the terms of this Agreement during the then current term shall be the terms for the renewal term, unless ASM GLOBAL and Contractor otherwise mutually agree in writing.

2. **Default and Termination.**

   (a) **Termination for Convenience.** Notwithstanding Section 2(b) below, ASM GLOBAL has the right to terminate this Agreement, in whole or in part, for any reason, including the convenience of ASM GLOBAL, by providing Contractor with written notice specifying the date of termination. On the date specified in the notice, this Agreement will terminate. ASM GLOBAL will pay Contractor the amount earned or reimbursable to it (if any) up to the termination date, including all reasonable costs incurred by Contractor in connection with discontinuing the Services under this Agreement. After such termination, Contractor has no further contractual claim against ASM GLOBAL based upon this Agreement.

   (b) **Events of Default.** The following constitute events of default by Contractor:

   1. Failing or refusing to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services under this Agreement;

   2. Failing in any material respect to prosecute the Services according to ASM GLOBAL’s schedule;

   3. Causing, by any action or omission, the stoppage or delay of or interference with the Services of any other Contractor or subcontractor;

   4. Failing to comply with any provision of this Agreement, including but not limited to matters pertaining to insurance, bonding, indemnification, and MBE/ WBE use;

   5. Making a general assignment for the benefit of its creditors;

   6. Inability to perform the Services under the Agreement as a result of insolvency, bankruptcy, or having a receiver appointed;

   7. Inability to perform the Services under the Agreement due to the loss of any professional or regional licenses;

   8. A finding of fraud by a civil or criminal court; or

   9. Any other acts or omissions specifically identified in this Agreement or any of its amendments as defaults.
(c) **Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless ASM GLOBAL, in its sole and absolute discretion, extends the deadline; an extension, however, does not relieve Contractor of liability for any damages ASM GLOBAL suffers on account of Contractor's failure to meet required deadlines. Contractor must cure any default that is not time sensitive within ten (10) calendar days after Contractor is given notice of the default in accordance with the terms of this Agreement. If the event of default cannot be reasonably cured within ten (10) calendar days after notice, in the sole opinion of ASM GLOBAL, Contractor must begin to cure the default promptly within the ten-day period and continue diligent efforts to complete the cure until accomplished.

(d) **Remedies.** If Contractor does not timely cure a default, ASM GLOBAL is entitled at its sole option to declare Contractor in default. ASM GLOBAL will give Contractor written notice of the default and, subject to the provisions of Section 2(f), of ASM GLOBAL's intention to terminate the Agreement. ASM GLOBAL's decision is final and takes effect when notice is given. Once notice is given, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Agreement, whether completed or in the process, to ASM GLOBAL. ASM GLOBAL may invoke any or all of the following remedies:

1. The right to take over and complete the Services or any part of them as agent for and at the cost of Contractor, either directly or through others;
2. The right to deduct and offset all costs incurred by ASM GLOBAL from any amount owed or due Contractor under this Agreement;
3. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by ASM GLOBAL;
4. The right to money damages including lost profits, special and consequential damages;
5. The right to bar and deem Contractor nonresponsive in relation to any other agreements to be awarded by or on behalf of ASM GLOBAL. This includes the right to reject Contractor as a subcontractor on any future work of ASM GLOBAL;
6. The right to take assignment of any or all of ASM GLOBAL's subcontracts and complete the Services, by itself or through others, by whatever method ASM GLOBAL considers expedient; and/or
7. The right to call upon the sureties of the performance and payment bonds to perform their obligations under such bonds.

(e) **Remedies not Exclusive.** These remedies are not intended to be exclusive of any other remedies available. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Agreement. No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as ASM GLOBAL considers expedient. Moreover, if a court of competent jurisdiction determines that ASM GLOBAL wrongfully terminated Contractor under Sections 2(b), (c), or (d), then the termination must be treated as a termination for convenience under Section 2(a).

(f) **If ASM GLOBAL considers it to be in its best interests, it may choose not to declare default or to terminate the Agreement.** The parties acknowledge that this provision is solely for the benefit of ASM GLOBAL and that if ASM GLOBAL permits Contractor to continue providing Services despite one or more events of default, Contractor is in no way relieved of any of its duties and obligations under the Agreement and ASM GLOBAL does not waive or relinquish any of its rights.

(g) **If this Agreement is terminated for any reason or set to expire on its own terms, Contractor must make every effort to assure an orderly transition to another Contractor of the Services, if any.** Contractor must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective date
of termination or expiration, and otherwise comply with the reasonable requests and requirements of ASM GLOBAL in connection with the termination or expiration.

3. **No Damages for Delay.** Contractor is not entitled to and must not include charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services specified in this Agreement and agrees to waive any right to bring any claim for excess costs or damages that may be caused by delays or hindrances in the performance of the Services, regardless of the nature of the delay or hindrance, absent bad faith, fraud, or direct tortious interference by ASM GLOBAL. If Contractor’s performance of the Services is delayed by causes beyond Contractor’s reasonable control, ASM GLOBAL may extend the time to complete the Services to reflect the extent of the delay (if extension is feasible given the project deadlines and the expectations of public performances), provided that Contractor has given ASM GLOBAL written notice within ten (10) days of the beginning of the delay. The notice by Contractor must include a description of the reasons for the delay and the steps Contractor has taken or will take to mitigate the effects of the delay. ASM GLOBAL does not waive any of its rights by permitting Contractor to proceed to complete the Services or any part thereof after the revised completion date.

IV. INSURANCE

1. **Insurance Requirements.** Prior to execution of this Agreement, Contractor must procure and maintain at all times during the term of this Agreement and at Contractor's expense the insurance coverage set forth in Exhibit C, and must provide ASM GLOBAL with original certificates evidencing the required coverage. Contractor's insurance policies must name the following as additional insured on all certificates of insurance: ASM GLOBAL, the Metropolitan Pier and Exposition Authority, their Board members, officers, employees, agents, and contractors. Contractor's duty to indemnify ASM GLOBAL and Owner is independent from, and not limited in any manner by, Contractor's insurance coverage obtained pursuant to this Paragraph or otherwise. Services shall not commence pursuant to this Agreement until all insurance is purchased. Evidence of same shall be furnished to ASM GLOBAL prior to the commencement of Services.

V. WAGES AND PERSONNEL

1. **Prevailing Wage Act.** Wages of laborers, mechanics and other workers employed under this Agreement shall be subject to the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et. seq.

2. **Personnel.** Contractor shall assign and maintain, and update as needed, a staff of competent personnel which is fully equipped and qualified to perform the Services required by this Agreement, including designation of the person on Contractor's behalf to serve as day-to-day liaison for contractual matters. In accordance with the foregoing, Contractor shall, within three (3) days of the effective date of this agreement, subject to ASM GLOBAL's approval which shall not be unreasonably withheld, appoint a management representative who shall be authorized by Contractor to promptly render decisions pertaining to all matters relating to the Services, in order to avoid delay in the orderly progress of the Services.

VI. INDEMNIFICATION

1. **Indemnification.**

   (a) Contractor shall, at its sole cost and expense, indemnify, defend, and hold harmless ASM GLOBAL, Owner, and their agents, officials, employees, and consultants (individually referred to as “Indemnified Party” and collectively as, the "Indemnified Parties") against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, of any kind and nature, including but not limited to reasonable attorney fees and expert witness fees, which may in any way accrue against any such Indemnified Party (collectively, for purposes of Article VI, referred to as the "Loss") in consequence of this Agreement or the performance thereof, or which may in any way result therefrom, whether or not it shall be alleged or determined that the Loss arose from (i) Contractor’s failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions applicable to Contractor's performance of this Agreement; (ii) any unlawful acts on the part of Contractor or its officers, directors, agents, employees, or subcontractors; (iii) personal or bodily injury to or death of persons or damage to the property of ASM GLOBAL or Owner to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of Contractor.
or its officers, directors, agents, employees, or subcontractors; or (iv) the material breach or default by Contractor or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.

(b) Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, Contractor shall, at its sole cost and expense, satisfy and discharge the same. Contractor expressly understands and agrees that the performance bonds, or insurance required by this Agreement or the other related documents of any Indemnified Party or Contractor, or otherwise provided by Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, defend and hold harmless the Indemnified Parties as herein provided.

(c) Contractor’s defense, indemnification and hold harmless obligations to any Indemnified Party will remain an affirmative obligation of Contractor unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

(d) Contractor’s indemnification obligation set forth herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, workers’ occupational disease acts, disability benefit acts, or other employee benefit acts or insurance policy coverage. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Contractor’s obligations under this Article, including any claim by any employee of Contractor that may be subject to the Workers’ Compensation Act, 820 ILCS 305/1 et. seq., or any other law or judicial decision (such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The Indemnified Parties, however, do not waive any limitations they have on liability under the Illinois Workers’ Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, or any other statute.

(e) The provisions set forth this Article shall survive the termination of this Agreement.

VII. TAXES AND COMPLIANCE WITH LAWS

1. Taxes. Each party to this Agreement agrees to report and pay its own taxes imposed on its income by any jurisdiction, including, without limitation, state and federal income taxes. Contractor must pay all contributions, premiums, or taxes of whatever nature (including any interest or penalties) that are required of it under any federal, state, or local laws arising out of the performance of this Agreement. Contractor must comply with applicable licensure or permit requirements and hold ASM GLOBAL harmless against any liability in connection with licensure, permitting, or taxes. Contractor must obtain and pay for all permits, licenses, and fees which may be necessary for the prosecution and completion of its duties and obligations under the Agreement, including royalties for playing, using, or performing right-protected works. Contractor and all Subcontractors must be duly licensed to operate in Chicago, Illinois.

2. Compliance with Laws. Contractor must at its own expense comply with all federal, state and local laws, codes, ordinances, and regulations applicable to this Agreement and the performance of the Services hereunder whether by reason of general law or the specific Services required. Contractor must comply with applicable licensure or permit requirements and hold ASM GLOBAL harmless against any liability in connection with licensure, permitting, or taxes. Contractor must obtain and pay for all permits, licenses, and fees which may be necessary for the prosecution and completion of its duties and obligations under the Agreement, including royalties for playing, using, or performing right-protected works. Contractor and all subcontractors must be duly licensed to operate in Chicago, Illinois. Contractor is liable to ASM GLOBAL for all losses and expenses, including reasonable attorneys’ fees, attributable to any acts of commission or omission by Contractor, its employees and agents, and subcontractors resulting from failure to comply with any federal, state or local laws, codes, ordinances, or regulations including, but not limited to, any fines, penalties, or corrective measures.

VIII. AUDITS AND INSPECTIONS

1. Review and Audit Privileges. ASM GLOBAL shall have the right, but not the obligation, to inspect all books and records of Contractor in relation to the performance of the Services under this Agreement (collectively, the “Records”). Contractor shall make such records reasonably available to ASM GLOBAL, including its
authorized representatives. Contractor shall keep and preserve the Records during the term of this Agreement and for at least three (3) years following the expiration or termination of this Agreement. Contractor shall give ASM GLOBAL and its designated representatives (which representatives may include, without limitation, independent auditors) access to the Records during such period of time to review and/or audit the Records, from time to time, upon request. Contractor shall also provide, at Contractor’s own expense, copies of all or a portion of the Records when so requested by ASM GLOBAL. In the event any audit conducted by an independent auditor demonstrates a variance of more than five percent (5%) on an annual basis in the amount determined by such auditor to be payable to Contractor for any of the Services hereunder and the amount actually paid to Contractor for such Services, Contractor shall pay to ASM GLOBAL the reasonable cost of such audit. In any event, Contractor shall promptly pay to ASM GLOBAL the amount of any such variance which results in an overpayment by ASM GLOBAL to Contractor.

2. Inspections. ASM GLOBAL shall have the right to inspect all Services provided by Contractor, and to inspect all progress or efforts made towards completing the Services, to determine compliance with the provisions of this Agreement. Provided, under no circumstances shall such inspection relieve Contractor from any obligation set forth in this Agreement including all obligations mandated by law or industry safety requirements, or latent defects. Further, such inspection is for the purpose of determining the quality and completeness of the Services, including materials used, and is not for the purpose of determining compliance with applicable laws or industry safety requirements. Goods and services determined by ASM GLOBAL to be non-compliant with this Agreement shall be corrected or replaced by Contractor within five (5) days after notification to Contractor. Goods and services determined by ASM GLOBAL to be compliant with this Agreement shall be accepted upon proper delivery.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. Representations and Warranties. Contractor hereby represents and warrants that it is fully qualified to perform this Agreement in its area of expertise, and represents that: (a) by its own independent investigation it has ascertained (i) the nature of the Services required, (ii) the conditions involved in performing the Services, and (iii) its obligations under this Agreement; (b) Contractor will verify all information furnished by ASM GLOBAL, satisfying itself as to the correctness and accuracy of that information, and if incorrect or inaccurate, has taken appropriate exception and has determined correct and accurate information; (c) Contractor has the full power and authority to enter into this Agreement and perform each of its obligations hereunder; (d) Contractor is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and (e) no litigation or pending or threatened claims of litigation exist which do or might adversely affect Contractor’s ability to fully perform its obligations hereunder or the rights granted by Contractor to ASM GLOBAL under this Agreement.

Any failure by Contractor to investigate independently and become fully informed with respect to each of these representations and warranties will not relieve Contractor from its responsibilities under this Agreement.

2. Covenants. Contractor hereby covenants as follows:

(b) Contractor shall not occupy or use the Facility, nor shall interfere with the activities of the Facility, except as is reasonably necessary to perform the Services hereunder.

(c) Contractor shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. “Hazardous Material” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” in any applicable federal or state environmental law.

(d) Contractor shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL and/or Owner.

(e) Contractor shall not operate any equipment or materials belonging to ASM GLOBAL or Owner without the prior written approval of ASM GLOBAL.
(f) No portion of any passageway or exit at the Facility shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(g) To the extent applicable to the Services hereunder, Contractor shall make all efforts to protect the purchasing, storage, usage, preparation and/or serving of any items which comprise or are included in the Services, and to protect the provision of any of the Services hereunder, from adulteration or contamination, whether from terrorist acts or otherwise. ASM GLOBAL will cooperate with Contractor in connection with the foregoing. Contractor shall immediately notify ASM GLOBAL of the occurrence of any such adulteration or contamination and of the steps taken and to be taken by Contractor to control the spread of, and to eliminate, such adulteration or contamination. Contractor shall be responsible for reimbursing ASM GLOBAL and the Owner for the costs, expenses and liabilities incurred by ASM GLOBAL and the Owner arising as a result of such adulteration or contamination.

X. NON-DISCRIMINATION AND MBE/WBE OBLIGATIONS

1. Non-Discrimination. Contractor, in performing the Services under this Agreement, shall not discriminate against any worker, employee or applicant nor any member of the public on the basis of race, color, religion, age, sex or national origin, ancestry, marital status, physical or mental handicap unrelated to the person's ability to perform the duties of a particular job or position, or unfavorable discharge from military service, nor otherwise commit an unfair labor practice, with respect to but not limited to the following actions: recruitment, hiring, training, employment, transfer, upgrading, promotion, compensation, working conditions, layoffs and termination. Contractor shall post in conspicuous places, available to employees and applicants for employment or apprenticeship programs, notices setting forth the provisions of this non-discrimination clause. Contractor shall take affirmative action to assure equality of employment opportunity and to eliminate the effects of past discrimination, and shall comply with the procedures and requirements of and cooperate with the Illinois Department of Human Rights. Attention is particularly drawn to the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq.; to the Illinois Veterans Preference Act, 330 ILCS 55/0.01 et. seq.; to the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et. seq. (1988) and the Civil Rights Act of 1991; the Age Discrimination in Employment Act, 42 U.S.C. Sec. 6101 et. seq. (1988); the Rehabilitation Act of 1973, 29 U.S.C. Secs. 793-94 (1988); the Americans with Disabilities Act, all as amended from time to time, and to applicable federal, state and local rules and regulations. Contractor shall incorporate this clause in all contracts with subcontractors and with all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

2. Special Conditions for MBE/WBE. ASM GLOBAL has adopted and maintains a minority and female owned business enterprise procurement program for any and all work undertaken at the Facility. ASM GLOBAL overall goals for MBE and WBE participation in the performance of all goods and services are 25% and 5% respectively. Contractor acknowledges and agrees that it shall make a good faith effort to achieve feasible MBE WBE participation, both direct and indirect, on this Agreement.

3. Compliance. As part of its review and approval of Contractor's monthly payment requests, ASM GLOBAL will monitor Contractor's performance to reasonably satisfy itself that Contractor will meet its commitment and use its good faith efforts to achieve the maximum MBE/WBE allocation. In order for ASM GLOBAL to ensure that Contractor complies with its MBE/WBE commitment, Contractor shall submit certified monthly statements with its invoices that include information on the level and scope of MBE and WBE participation in monetary terms as well as a description of the services provided by each MBE and WBE.

4. Remedies for Noncompliance. In the event Contractor fails to fulfill its obligations under this Article, ASM GLOBAL shall have available to it appropriate remedies at law or in equity, including the right to withhold amounts due to Contractor for any of the Work until Contractor submits a corrective action plan which has been approved by ASM GLOBAL or demonstrates to ASM GLOBAL's satisfaction that all good faith efforts to comply with the goals set forth herein have been exhausted, together with the ability to disqualify Contractor from all future work that may from time to time be undertaken by ASM GLOBAL as well as all unfinished Work on the Project.
XI. OWNER PROPRIETARY RIGHTS

1. Names and Logos. Owner has ownership of all rights to the name "Navy Pier®," "Navy Pier® Chicago," certain Navy Pier® and McCormick Place® likenesses, and to certain logos and service mark(s). Contractor must not use either the Navy Pier or McCormick Place name as part of Contractor's business or trade name, and Contractor must not use Owner's logos or service marks or sell merchandise or services with the Navy Pier or McCormick Place name or likeness or with Owner's logos or service marks without Owner's express written consent. Also, Contractor must not permit anyone else to do so.

2. Sponsorship Program. In addition, Owner has entered into agreements to grant exclusive sales or advertising rights to certain products, brands or services on Owner’s property. Accordingly, to the extent permitted by law, Contractor must not advertise, promote, or display any competing products, brands, or services at Navy Pier or McCormick Place, including through displays or signs in or on any equipment, visible through or on any windows facing onto any part of Navy Pier or McCormick Place, or in advertisements, promotional material, or displays referring to Navy Pier or McCormick Place, or utilizing (if Owner has not given its express written consent to it) Owner's logos or service marks. Contractor must not interfere with Owner's sponsors' events.

XII. CONFIDENTIALITY

1. Provision of Confidential Information. In connection with the performance of the Services under this Agreement, ASM GLOBAL has provided and/or will provide to Contractor confidential and/or proprietary information of ASM GLOBAL and/or Owner and its operations at the Facility. As a condition to the provision of such information by ASM GLOBAL to Contractor, Contractor agrees to be bound by the terms of this Article.

2. Definition of Information. "Information" for the purpose of this Article shall mean all information relating to ASM GLOBAL, its business, or the Facility which (i) is disclosed prior to the date hereof or to be disclosed after the date hereof in writing (regardless of whether such information is marked confidential or proprietary), or by oral communication by ASM GLOBAL to Contractor, (ii) comes within Contractor's custody, possession, or knowledge, or (iii) is developed, compiled, prepared, or used by Contractor in the course of performing its Services under this Agreement, including, but not limited to, operational plans and specifications, current and future advertising and marketing plans, condition of the Facility, agreements, contracts, licenses, business circulars, prospectuses, memoranda, drawings, and other information of an operational, technical, structural, or economic nature related to ASM GLOBAL, the Facility, and/or its management, operation, or promotion of the Facility. Information shall also include the fact that the parties have entered into this Agreement for the provision of the Services.

3. Information Shall Be Kept Confidential. All Information disclosed by ASM GLOBAL to Contractor shall remain the property of ASM GLOBAL and shall be kept secret and confidential and be maintained in confidence by Contractor and its directors, officers, employees, consultants, subcontractors, and agents. In addition, Contractor and its directors, officers, employees, consultants, subcontractors, and agents shall not, without the prior written permission of ASM GLOBAL, disclose in any manner whatsoever, in whole or in part, or use the Information of ASM GLOBAL, other than for the purpose of performing its Services under this Agreement. Without limiting the foregoing, Contractor shall restrict the custody, possession, knowledge, development, compilation, preparation, and use of the Information to its officers, directors, employees, and permitted consultants, subcontractors, and agents who are directly involved in performing the Services hereunder to the extent they have need of such Information in order to perform such Services and then only on a confidential basis acceptable to ASM GLOBAL. If requested by ASM GLOBAL, Contractor shall cause each of its officers, directors, employees, and permitted consultants, subcontractors, and agents assigned to or otherwise involved in performing such Services to agree to be bound by this Agreement as a condition of the continued provision of the Services hereunder.

4. Protecting Confidential Information. So long as Contractor is restricted pursuant to this Article, Contractor shall, notwithstanding the provisions of subparagraph (b) above, take all steps it would normally take to protect its own confidential information to ensure that the Information received by it shall be maintained in confidence and not disclosed or used as provided herein. Notwithstanding the foregoing, Contractor shall be liable to ASM GLOBAL for any breaches or violations of this Agreement by any director, officer, employee, consultants, subcontractors, or agent of Contractor.
5. **Return of Confidential Information.** Upon ASM GLOBAL’s written request, Contractor shall promptly return to ASM GLOBAL all tangible material (including all copies, models and samples thereof) that discloses or relates to any of the Information.

6. **Information Excluded.** The obligations of Contractor under this Article shall not apply to: (i) Information which, at the time of disclosure thereof, is in the public domain; (ii) Information which, after disclosure, becomes a part of the public domain by publication or otherwise, except by breach of this Agreement by Contractor; (iii) Information which Contractor receives from a third party who has the right to, and legally does, disclose the same to Contractor; or (iv) Information which is required to be disclosed by judicial or administrative process or, in the opinion of counsel, by other mandatory requirements of law. Notwithstanding the foregoing, Information shall not be deemed in the public domain simply because it is included in more general information in the possession of Contractor.

7. **Communications.** In connection with the performance of the Services hereunder, any communications, oral or written, that Contractor may need to have with any other party (including without limitation the Owner or its directors, officers, employees, agents, or representatives) shall be made through ASM GLOBAL and its designated officers and employees, unless Contractor receives the prior written consent from ASM GLOBAL’s General Manager at the Facility.

8. **Breach and Remedies.** Contractor agrees that the provisions of this Agreement are reasonable and necessary to protect the interests of ASM GLOBAL and that ASM GLOBAL's remedies of law for a breach of any of the provisions of this Agreement will be inadequate and that, in connection with any such breach, ASM GLOBAL will be entitled, in addition to any other available remedies under this Agreement or otherwise at law or in equity, to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Agreement to be unreasonable, Contractor agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and that Contractor will not assert that such provisions should be eliminated in their entirety by such court.

9. **Expiration.** The obligations of confidentiality and non-use contained in this Article shall expire five (5) years after the expiration or termination of this Agreement.

**XIII. CONSTRUCTION OF THIS AGREEMENT**

1. **Choice of Law.** This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Illinois, without giving effect to the conflicts of law principles thereof.

2. **Paragraph Headings.** The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

3. **Entire Agreement; Amendments.** This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of ASM GLOBAL and Contractor with respect to the Services and the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

4. **Severability.** If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

5. **Successors.** This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM GLOBAL, and to such successors and assigns of Contractor as are permitted to succeed to Contractor’s right upon and subject to the terms of this Agreement.
6. **Independent Contractor: No Partnership.** ASM GLOBAL and Contractor shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Contractor a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

7. **Singular and Plural.** Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

**XIV. MISCELLANEOUS**

1. **Waiver.** The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

2. **Assignment.** Neither this Agreement nor any of the Services, rights or obligations hereunder may be assigned, transferred or subcontracted in any manner whatsoever by Contractor without the written consent of ASM GLOBAL. In no case shall such consent, where given, relieve Contractor from the obligations herein entered into or change the terms of this Agreement and each and every one of the covenants, promises, and agreements of Contractor shall extend to and be binding upon any successors, subcontractors and assigns of Contractor.

3. **Notices.** Any notice required to be given under this Agreement must be in writing and must be given by facsimile, by personal delivery, by United States registered or certified mail, return receipt requested, or by a courier service, with all delivery and postage charges prepaid. A notice is considered to have been given on the day actually received (facsimile, personal delivery, or courier) or refused (personal delivery, courier, or mail), or if unclaimed, on the third day following the day that it was sent by courier or deposited with the United States Post Office. Any such communication intended for ASM GLOBAL must be addressed:

   **If to ASM GLOBAL:**
   McCormick Place | ASM GLOBAL
   301 East Cermak Road
   Chicago, Illinois 60616
   Attention: Alex Buckles, Purchasing & Supplier Diversity Manager
   E-Mail: abuckles@mccormickplace.com

   with a copy to:
   ASM GLOBAL
   300 Four Falls Corporate Center
   300 Conshohocken State Road
   West Conshohocken, PA 19428
   Attention: Executive Director of Operations

   **If to Contractor:**
   [Insert Successful Bidder Information]

4. **Force Majeure.** If any casualty or unforeseeable cause beyond the control of ASM GLOBAL, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, failure of public utilities, or unusually severe weather, prevents the performance of this Agreement by ASM GLOBAL, ASM GLOBAL is hereby released by Contractor from any damage so caused thereby.

5. **Property of ASM GLOBAL.** To the extent that any materials are developed or prepared by Contractor in connection with the performance of its obligations hereunder, then such materials shall be deemed to be a part of this Agreement and shall be and remain the property of ASM GLOBAL at all times, notwithstanding the expiration or termination of this Agreement at any time for any reason.

6. **Conflicts of Interest.** Contractor warrants that no member of Owner’s Board nor any officer, employee, or agent of Owner has or will acquire any interest, direct or indirect, in this Agreement or in the Services to which this Agreement pertains. Contractor promises that no person having any such interest will be employed in
performing this Agreement. Contractor further warrants that it has no contracts with third parties that would conflict in any manner or degree with its performance of the Services.

7. Changes. No changes to this Agreement are effective unless in a written amendment signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

ASM GLOBAL, as agent for MPEA, owner of [INSERT SUCCESSFUL BIDDER]
McCormick Place,
301 East Cermak Road,
Chicago, Illinois 60616

By:______________________________   By:______________________________
Name:_____________________________  Name:_____________________________
Title:______________________________   Title:_____________________________