



McCormick Place | OVG360
Request For Proposals (“RFP”)
Genetec Server Upgrade
#S2024-06

**McCORMICK PLACE | OVG360
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP)
FOR
GENETEC SERVER UPGRADE
#S2024-06**

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:

RFP Posted:	Friday January 12,2024
Mandatory Site Visit:	Thursday, January 25, 2024 at 10:00 AM McCormick Place South Building (Room 2.5) 2301 S Martin Luther King Dr. Chicago IL 60616
Requests for Interpretation:	Thursday, February 1, 2024 no later than 5:00 PM
Proposals Due Date:	Friday, February 16, 2024 no later than 5:00 PM

Purchasing Contact:

Purchasing & Supplier Diversity Department
McCormick Place | OVG360
Corporate Center
301 East Cermak Road
Chicago, Illinois 60616
Phone: 312.791.6411
Fax: 312.791.6062
E-Mail: Purchasing@mccormickplace.com

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SECTION I. GENERAL INFORMATION, DEFINITIONS AND INTERPRETATIONS

1.1 GENERAL INFORMATION

The Metropolitan Pier and Exposition Authority (the “Authority”) has transferred the operations of the McCormick Place Convention Center to OVG360, a private management company, doing business under the name of McCormick Place | OVG360.

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

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 Wintrust Arena is a multi-purpose general session hall for business meetings and conventions as well as a venue for concerts, sporting events and other major special events. With 10,000 seats and 22 state of the art suites, the Wintrust Arena can accommodate a myriad of events.

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.

The Authority owns the Hyatt Regency McCormick Place, a 1260-room hotel and adjacent parking garage which opened in 1998 and Conference Center which opened in August, 2001. The Conference Center offers 31,000 square feet of prime meeting space. The hotel and conference center are managed by Hyatt Corporation and are not part of the facilities covered by this RFP.

The sophisticated Marriott Marquis Chicago is bold and inspiring. The dramatic 40-story hotel rises above McCormick Place Convention Center and Wintrust Arena and offers 1,205 modern guest rooms, more than 90,000 square feet of meeting space, two 25,000-square-foot ballrooms and multiple uniquely inspired dining options. The Marriott Marquis is managed by the Marriott Corporation and are not part of the facilities covered by this RFP.

1.2 DEFINITIONS

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

“**Agreement**” or “**Contract**” means the Agreement that is to be entered into between McCormick Place | OVG360 and the Selected Proposer(s) pursuant to this RFP.

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

“Contractor” means the individual, partnership, corporation or joint venture with whom the Authority executes an agreement for professional services as described herein.

“Include.” Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."

“Laws” means City, State and Federal statutes, ordinances, codes, rules and regulations.

“MBE” means Minority Owned Business Enterprise.

“MPEA” means Metropolitan Pier and Exposition Authority.

“Proposal” means all materials submitted in response to this RFP.

“Proposer” or **“Provider”** means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that are found qualified to submit Proposals pursuant to this RFP.

“Responsive” Responsiveness is determined by the Authority 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 Proposals deemed materially non-responsive must be rejected.

“Responsible” Responsibility is determined by the Authority and relates primarily to the ability of a Proposer/Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. A Proposer/Proposer, otherwise able to perform, who has been convicted of felony, or violation of the public procurement requirements of any Federal or State governmental entity, may be found not responsible. Other 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 Proposer’s/Proposer’s responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

“RFP” means this Request for Proposals, including all Exhibits and addenda.

“Selected Proposer” or **“Successful Proposer”** means the Proposer selected for award of an Agreement.

“Services” means all the tasks for which the Authority engages the Selected Proposer.

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

“WBE” means Women Owned Business Enterprise.

1.3 INTERPRETATIONS

- A. Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP’s provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to

any such exhibits or documents entered into in accordance with the terms and conditions of this RFP and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.

- B. Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the RFP mean that requirements, directions of and permission of McCormick Place | OVG360 are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” McCormick Place | OVG360. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services must be conducted in a manner or be of character which is “necessary” or “proper” in the option of McCormick Place | OVG360.
- C. Unless a contrary meaning is specifically noted elsewhere, the words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory” or words of like effect and import used in the RFP mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of McCormick Place | OVG360.

SECTION II. SPECIFICATIONS

2.1 SCOPE OF CONTRACT

McCormick Place | OVG360 is seeking proposals from qualified and experienced vendors to upgrade our Genetec Security Servers. The selected proposer will be responsible for Procuring Genetec Professional Services for onsite deployment, updating firmware on all camera and access control devices, delivering all equipment, and programming IP addresses according to McCormick Place's specifications. **All part numbers and reference numbers are to be purchased directly from the manufacturer, including Genetec Professional Services for onsite deployment PPS-191057-Q2C6-1, and Dedicated Client Care after the installation/Deployment. PPS-191756-V7P1-1.**

Under the Contract, of which these Specifications are a part, the Successful Proposer shall furnish and deliver Telecommunication Equipment and Supplies of the grade, type, quality, and quantity named in the accepted Proposal to the locations listed herein. The material furnished shall be free from defects in materials or workmanship. Defective materials will be placed at no extra cost to McCormick Place | OVG360.

2.2 SPECIFICATIONS

Proposer to provide firmware updates:

- Update firmware on all existing camera and access control devices.
- Ensure that the updated firmware is compatible with the upgraded Genetec software.

Proposer to deliver equipment:

- Procure and deliver all necessary equipment for the Genetec Security Servers upgrade.
- Ensure the equipment meets the specifications outlined in the proposal.

Proposer to conduct IP Address Programming:

- Program IP addresses for all devices in accordance with McCormick Place standards
- Verify and document the functionality of each device after IP address programming.

Proposer to provide labor cost for Device Racking (**add-on/optional**)

- Unmounting and removing existing Equipment
- Physical Installation of and power up of all hardware

The awarded proposer will be responsible for procuring the following equipment:

Manufacturer Number	Quantity
SV-2030E-R6S-D480-336	4
SV-4040EX-R12-144T-16-410	10
SV-2030E-R4-12T-4-336	4
SVA-2030E-R65-EMB-386G	2
Deployment Services Genetec Pro Services Reference # PPS-191057-Q2G6-1	1
DCC 15 months Genetec Pro Services Reference # PPS-191756-V7P1-1	1

Please Note

Genetec Professional Services **has already completed** the following and will be onsite for the deployment of the system upgrade. **The proposer will not be responsible for the following:**

- Assess the current Genetec Security Servers system.
- Propose a comprehensive upgrade plan ensuring the latest Genetec software version.
- Provide detailed information on hardware requirements, ensuring compatibility with the upgraded software.

2.3 PRICING

Prices quoted in Required Form A – Proposal Form are delivered prices (FOB Destination). No shipping, handling or delivery charges of any kind shall be honored by McCormick Place | OVG360. Proposers must provide the unit price for each item listed and the extended price based on the estimated quantities provided.

2.4 DELIVERY AND SERVICE LOCATIONS

South Building

2301 South Mines Drive
Chicago, Illinois 60616

West Building

2301 South Indiana
Chicago, Illinois 60616

McCormick Place | OVG360 reserves the right to add receiving locations as it deems necessary.

2.5 NOTIFICATION AND SERVICE SCHEDULE

Contractor will be notified by e-mail correspondence when Services are required. Services will be scheduled around scheduled shows and events. The service hours will vary by Service Location.

2.6 EMERGENCY SERVICES

In the event that McCormick Place | OVG360 requests Emergency Services, the Contractor shall report to the specified service location within four (4) hours after notification of the emergency. Repeated failure to furnish this Service within the specified time shall be grounds for termination of the Contract.

2.7 WASTE REMOVAL/DISPOSAL

Contractor shall keep the premises free from accumulations of waste materials or rubbish caused by its employees or work at all times, and shall remove all rubbish at the completion of performing Services to the total satisfaction of McCormick Place | OVG360.

2.8 TOOLS & EQUIPMENT

Contractor shall not use McCormick Place | OVG360 property such as tools, equipment, ladders, extension cords, etc., in performing the Services. McCormick Place | OVG360 shall provide electricity and hot and cold running water. McCormick Place | OVG360 will not be responsible for providing storage, parking nor Contractor's property.

2.9 SHIPMENT

Purchase Orders shall be issued periodically specifying the materials and quantities required. Shipment shall be made in accordance with the quantities specified on each specific Purchase Order. It is not McCormick Place | OVG360's intention that items be ordered and delivered at one time, but rather throughout the term of the contract.

Delivery shall be made in accordance with the requirements of the User Department and shall be requested via a Purchase Order distributed by the Purchasing Department. Any orders placed without a valid McCormick Place Purchase Order shall be refused and McCormick Place | OVG360 will not be liable for payment. Any delivery other than what is requested will not be accepted.

2.10 AUTHORIZED DISTRIBUTOR

The Successful Proposer must either be the manufacturer, supplier or an authorized distributor of the proposed equipment, materials and supplies and be capable of furnishing original product warranty and manufacturer's related equipment, materials and supplies, as well as attendant items, such as product information, product re-call notices, etc.

2.11 REPRESENTATION AND WARRANTY

The Successful Proposer represents that all materials are of good quality and workmanship, and free from faults, deficiencies, and defects in material, both latent and patent. McCormick Place | OVG360 may return any nonconforming or defective materials to the Successful Proposer or require replacement of the materials at the time the defect is discovered, all at the Successful Proposer's expense. The Successful Proposer must replace any nonconforming or defective materials within 10 (ten) days of notification from McCormick Place | OVG360's designated representative. Acceptance of materials and supplies by McCormick Place | OVG360 by payment shall not relieve the Successful Proposer of the responsibilities herein.

All equipment, including refurbished items and parts, must be free from defects in parts, materials and workmanship under normal use and service for a period of 1-year from date of delivery. Parts and labor are included in the warranty. The warranty must be transferable to McCormick Place | OVG360 or the Successful Proposer must be authorized by the manufacturer to repair the equipment and repair and/or replace any defective unit(s) during that one-year (1-year) period.

2.12 RETURN POLICY

The Successful Proposer will be responsible for any mis-shipments or damaged shipments and shall make arrangements with its common carrier or personnel to pick-up unacceptable items upon notification by McCormick Place | OVG360, all without additional charge to McCormick Place | OVG360. McCormick Place | OVG360 shall not be subject to restocking charges.

2.13 BACK ORDERS

Notification must be made during the ordering process when an item is on back order. Electronic or written notification of anticipated ship date must be sent to McCormick Place | OVG360 for any back orders that cannot be filled within ten (10) business days. McCormick Place | OVG360 will have the option of accepting or canceling the backorder or may submit a request for a substitute item. McCormick Place | OVG360 shall not be charged for expenses incurred due to the cancellation of backorders.

2.14 DISCONTINUED EQUIPMENT AND SUPPLIES

Contractor must notify McCormick Place | OVG360 within five (5) business days of placing an order of any discontinued equipment, materials and/or supplies. An alternate product may be accepted if the alternate is comparable to the item ordered. Approval of such alternate must be obtained from McCormick Place | OVG360 prior to delivery.

2.15 AVAILABILITY

In the event Proposer is unable to fill a specific Purchase Order (in full or in part), McCormick Place | OVG360 reserves the right to purchase same from available sources. McCormick Place | OVG360 also reserves the right to substitute or cancel certain items should a change in the requirements warrant.

2.16 RELATED ITEMS

McCormick Place | OVG360 reserves the right to purchase related items from the Successful Proposer at the same discount quoted within this document.

2.17 REPORTS AND REPORTING CAPABILITES

Successful Proposer should have the ability to supply detailed reporting of all items supplied to McCormick Place | OVG360 under this Contract; including, but not limited to, quantities, manufacturer numbers and descriptions, pricing, etc.

2.18 ECONOMIC ADJUSTMENT CLAUSE

In the event In the event the contractor's costs for the goods covered by a purchase order (issued as the result of this Request For Proposal) should increase by more than one percent (1%) and above during the period of time in which the purchase order is in effect, the contractor shall, upon submission of written proof of such increase to McCormick Place | OVG360, be entitled to adjust the price by an amount sufficient to compensate the contractor completely and precisely for such increase. The claim for such adjustment must include a certification from the contractor's supplier verifying its cost at the time of the Proposal award and at the time of the requested increase. The increase will be allowed only on the cost to the contractor, no increase or change in the contractor's profit will be approved. McCormick Place | OVG360 reserves the right to ask for invoices, published price lists, or any other evidence establishing contractor's costs to support the increase.

In the event such costs should decrease by more than one percent (1%) and above during the period of time that such purchase order is in effect, the McCormick Place | OVG360 reserves the right to adjust the price downward to compensate it completely and precisely for such decrease in the same manner as described above. The vendor must notify the McCormick Place | OVG360 of any such decrease.

In all cases the contractor must file a claim for such adjustments prior to the delivery of the goods. All claims for adjustment shall be made in writing to the McCormick Place | OVG360 Purchasing Department and accompanied by both an unaltered, published and dated copy of the product manufacturer's national price listing in effect the first day/month/year of this contract and a dated copy of a subsequent national price list reflecting the percentage of increase requested.

2.19 MANUFACTURER

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Proposer proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is indicated by the Proposer and previously approved by McCormick Place | OVG360.

Reference to a specific manufacturer, trade name or catalog is intended to be descriptive, but not restrictive unless the item is marked "No Substitute", and only to indicate to the prospective Proposer articles that will be satisfactory. Proposals on the other makes and catalogs will be considered provided each Proposer clearly states on the face of his/her Proposal exactly what he/she proposes to furnish, or forwards with his/her Proposal, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her Proposal.

McCormick Place | OVG360 hereby reserves the right to approve as an equal, or to reject as not being an equal, an article the Proposer proposes to furnish which contains major or minor variations from Specifications required but which may comply substantially therein.

2.20 INVOICES

Contractor shall report to and sign in and out with McCormick Place | OVG360 indicating times of arrival and departure including a brief description of Services rendered, work order number, and Service Location. Sign in and out times must also be included on Contractor's invoice and/or job ticket.

At the completion of each job, the Contractor shall report to McCormick Place | OVG360 for approval of Services:

- a. Contractor's invoice and/or job ticket shall be signed by McCormick Place | OVG360;
- b. Contractor shall leave a signed copy with McCormick Place | OVG360; and
- c. A separate invoice and/or job ticket will be written each time Service is provided.

Successful Proposer must address all invoices to the following:

McCormick Place | OVG360
Accounts Payable Department
301 East Cermak Road
Chicago, Illinois 60616

All electronic invoices must be submitted via e-mail to: financedept@mccormickplace.com.

2.21 ENVIRONMENTAL PREFERABLE PRODUCTS

McCormick Place | OVG360 desires to use environmentally preferable purchasing (EPP) criteria when making purchases for equipment and services. Environmentally preferable purchasing refers to the procurement of equipment and services that has the least adverse effect on human health and the environment when compared with competing equipment or services that serve the same purpose. In determining the effect of equipment on human health and the environment, consideration may be given to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the equipment. EPP's minimize the consumption of natural resources, reduce the creation of solid waste, air pollution, or water pollution, minimize the use of materials or processes which compromise the environment and contribute to the goal of mitigating climate change, and/or promote the use of non-toxic substances and avoid toxic materials or processes.

Proposers able to supply EPP's that meet performance requirements are encouraged to offer them in their Proposal. Refer to the U.S. Environmental Protection Agency's (EPA) website at www.epa.gov/epaoswer/non-hw/procure/index.htm for guidelines regarding minimum recycled content standards.

III. RFP INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

3.1 RFP Instructions

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

Proposer's written Proposal documents are due no later than **5:00 PM (CST) on February 16, 2024**. Proposals received after this time will be non-responsive and ineligible for consideration for this opportunity. No Proposal may modify or substitute the items to be furnished or the work to be done. Proposals that do not conform to the specifications of this Request For Proposals may be deemed as non-responsive. The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. McCormick Place | OVG360 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. *Proposals received after the deadline outlined above will be non-responsive and ineligible for consideration.*

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 | OVG360 will not request multiple hard copies of Bid submittals. Interested parties must submit **One (1) COMPLETE electronic copy** (Via email or USB) of the RFP submittal that includes all information in the format outlined in this RFP (Section 3.2). The original hard copy must contain the original signatures and original notary certifications/seals. The electronic copy must be saved as a searchable PDF document on a USB drive or via email.

Proposal documents must be labeled "**McCormick Place RFP – Genetec Server Upgrade**" and submitted to:

McCormick Place | OVG360
Attention: Alex Buckles, Purchasing & Supplier Diversity Manager
301 East Cermak Road
Chicago, Illinois 60616

A **MANDATORY pre-bid conference/site visit** will be held at **Thursday, January 25, 2024 at 10:00AM** at the McCormick Place - South Building located at 2301 S Martin Luther King Dr Chicago, IL 60616. **Please plan on a 1-2 hours tour of facilities.**

McCormick Place | OVG360 will accept pre-submittal questions, in writing via e-mail to Purchasing & Supplier Diversity Department at Purchasing@mccormickplace.com, until **5:00 PM (CST) on Thursday, February 1, 2024**. A summary of questions received and answers will be issued as an addendum to all potential Proposers.

If it becomes necessary to revise or amend any part of this RFP, McCormick Place | OVG360 will publish a revision by written addendum. It will be the responsibility of the Proposer 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 under the 'Doing Business' link. If none are issued, indicate "NONE" on Required Form B - Form of Transmittal Letter.

Proposers are to contact only the McCormick Place | OVG360 Purchasing & Supplier Diversity Department via e-mail at Purchasing@mccormickplace.com, concerning this RFP and should not rely on verbal representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP.

3.2 RFP Submittal Requirements and Contents

Interested Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should be straightforward and concise in providing evidence of the Proposer's ability to meet the requirements of the RFP.

Emphasis should be on conforming to the RFP instructions, responsiveness to the RFP requirements, and the completeness and clarity of content. The following provides an outline of the information to be included in the submittal.

Proposal Contents

In its Proposal the Proposer must provide, at minimum, detailed information regarding the following:

- a) Technical Overview:** The overview should demonstrate the Proposer acknowledges and agrees that they will provide all of the components necessary to complete this project, including, but not limited to, technology systems, equipment, materials, licensing, specifications, as well as project timeline.

Proposer is required to provide a detailed plan for the Genetec Security Servers upgrade, detail the approach to updating firmware on camera and access control devices, list equipment to be delivered (include specifications and compatibility details), and explain methodology for programming IP addresses as per McCormick Place's instructions.

- b) Required Form A – Cost Proposal Form**

- c) Required Form B – Form of Transmittal Letter**

- d) Required Form C – Statement of Proposer's Business Organization**

- e) Required Form D – Statement of Proposer's Qualifications.** Proposers shall submit copies of all certifications, licenses and financials, which are required as part of the Proposal qualification process, in addition to any additional requirements and documentation attesting to Proposer's abilities to provide the materials outlined herein.

- f) Required Form E – Insurance Requirements.** Proposers must provide evidence of the ability to provide the insurance coverages as identified in this RFP.

- g) Required Form F – Special Conditions Regarding Minority and Women Owned Business Enterprises.**

McCormick Place | OVG360 has adopted and maintains a minority and female owned business enterprise procurement program for any and all work undertaken by McCormick Place | OVG360.

When selecting providers of goods and services, McCormick Place | OVG360 is authorized to make direct awards to qualified MBEs and WBEs to fulfill its commitments. Accordingly, McCormick Place | OVG360 invites certified MBEs and WBEs to submit Proposals or be included as subcontractors for consideration in response to this RFP.

McCormick Place | OVG360's goals for MBE and WBE participation in the performance of this Contract are 25% and 5% respectively. Proposers will be required to submit a MBE/WBE utilization plan and to commit to making a good faith effort to achieve these goals with subconsultants, subcontractors and suppliers. Please refer to special conditions for any waiver requests or additional details in regards to MWBE inclusion.

IV. RFP EVALUATION CRITERIA

4.1 Evaluation Process

McCormick Place | OVG360 intends to conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. McCormick Place | OVG360 will use an Evaluation Committee to review and evaluate the proposals. At the conclusion of the evaluation process, the Evaluation Committee shall recommend the award be made to the Proposer whose proposal is determined to be the most advantageous to McCormick Place | OVG360 based on the proposal and the outcome of the negotiation process.

4.2 Evaluation Criteria

In evaluating the Proposals, McCormick Place | OVG360 will consider the administrative compliance, Proposer Responsibility and Responsiveness, as well as the following criteria:

- a. **Technical Proposal:** Quality of the proposed Technical Proposal. Displays understanding of McCormick Place objectives.
- b. **Experience and Qualifications:** Experience, qualifications and performance on past service agreements of the same quality, complexity and size. Whether the Proposer has demonstrated previous experience of similar scope as described in the RFP. Also includes the evaluation of proposed Key Personnel, including experience and qualifications.
- c. **Cost Proposal:** Reasonableness and competitiveness of Proposer's pricing for services.

It is the responsibility of the Proposer to ensure the accuracy of the pricing provided as part of the Response. Proposers will be bound by the terms offered in the Response and Cost Proposal, notwithstanding any errors or inaccuracies in the Cost Proposal or elsewhere in the Response.

Costs should include the complete, fixed costs for the solution including but not limited to the following: project management, delivery costs, license fees, training, travel, per diem, installation, documentation, discounts, operating costs, etc. All costs should be completely reflected in the Cost Proposal.

- d. **Responsiveness:** Completeness, thoroughness and detail of response as reflected by the Proposals coverage of all requirements as outlined herein.
- e. **Supplier Diversity** Proposers utilization plan to meet the obligated MBE/WBE business diversity goal and to commit to making a good faith effort to achieve these goals with subconsultants, subcontractors and suppliers

V. CONDITIONS, DISCLAIMERS AND DISCLOSURES

This RFP does not represent a commitment or offer by McCormick Place | OVG360 to enter into an agreement with a Proposer or to pay any costs incurred in the preparation of a response to this RFP. McCormick Place | OVG360 also reserves the right to seek new submittals when such a request is in the best interest of McCormick Place | OVG360 and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. The Proposer assumes the responsibility for all costs incurred in responding to this RFP. It is understood and agreed that McCormick Place | OVG360 assumes no liability for the Proposer's costs incurred in responding to this RFP. The RFP and the Selected Proposer's response to the RFP will, by reference, become a part of the final Agreement between the selected Proposer and McCormick Place | OVG360 resulting from this solicitation process.

By submitting a Proposal, Proposer agrees to accept and abide by the terms of this RFP. McCormick Place | OVG360 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 | OVG360. Only submittals from those complying with the provisions of this RFP 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.

5.1 General Agreements

The Successful Proposer agrees that he has had an opportunity to examine the site and that he has carefully prepared his Proposal upon the basis thereof, and that he has carefully examined and checked this Proposal 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 Proposal is, or are, correct and that no mistake or error has occurred in this proposal or in the Proposer's computations upon which this Proposal is based. Submission of this Proposal indicates the awareness and full acceptance of existing conditions by the Proposer.

5.2 Signing Forms

Proposal 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 Proposer(s). Special requirements apply depending on the nature of the Proposer's organization. The Proposal and Form of Transmittal Letter shall be signed as follows:

- If the Proposer is a corporation or limited liability company, the Proposal 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 Proposer is licensed to transact business in the State of Illinois.
- If the Proposer is a firm or partnership, the Proposal 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 Proposal and Form of Transmittal Letter.
- If the Proposer is an individual, he/she shall sign the Proposal 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 Proposer is a joint venture, the Proposal 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 Proposal 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 Proposal 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 Proposal and Form of Transmittal Letter shall show the present business address of the Proposer at which address communications shall be received and service of notices accepted.
- Where the Proposal and Form of Transmittal Letter are signed by an agent of the Proposer, evidence of the agent's authority to sign must accompany the Proposal. If the Proposer 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 Proposal shall be typed or printed below his/her signature.

5.3 Ownership of Proposals

The timely submittals and any information made a part of the Proposals will not be returned to the sender. McCormick Place | OVG360 reserves the right to retain all submittals and to retain any ideas in a submittal regardless of whether a Proposer is selected. Submittal of a response to this RFP indicates acceptance by the Proposer of the conditions contained within the RFP document.

5.4 Improper Practices

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the McCormick Place | OVG360, McCormick Place | OVG360'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 RFP response selection process.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Proposer(s) submittal(s) to be rejected by McCormick Place | OVG360. The prohibition is not intended to preclude joint ventures or subcontracts.

5.5 Interpretation

Should any question arise as to the proper interpretation of the terms and conditions contained in this RFP, McCormick Place | OVG360's decision shall be final.

5.6 Multiple Awards

It is the intent of McCormick Place | OVG360 to award to one Proposer. However, McCormick Place | OVG360 reserves the right to award the Contract to one or more Proposers as it deems to be in its best interest.

5.7 Contract Term

This Contract will become effective as announced by McCormick Place | OVG360. There will be a proviso that at the option of the McCormick Place | OVG360, the contract term will be extended for a specified term as both parties may agree.

5.8 No Criminal/ Civil Liability and Not In Arrears Certification

Submission of a proposal shall include a representation that neither the Proposer, 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 Proposer'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.

5.9 Vendor Ethics

McCormick Place | OVG360 is prohibited by law from contracting with certain persons and entities. Accordingly, ownership interests must be disclosed. Proposers must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended. Proposers must complete the Required Forms provided.

5.10 Insurance Requirements

At all times during the term of the Agreement and during the time period following final completion if the Proposer is required to return and perform any additional work, Proposer is required to maintain the minimum insurance coverage and requirements specified in Required Form D, insuring all operations related to the Agreement. McCormick Place | OVG360 reserves the right to modify insurance requirements based on the nature of the services rendered or the projects required under the Agreement.

5.11 Taxes

The Successful Proposer is responsible for all existing and future applicable federal, state, and local taxes, whether direct or indirect, incurred in connection with the Management Contract. OVG360, 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.

5.12 Rejection of Proposals

Proposals that do not comply with the submittal requirements of the RFP, 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 | OVG360, 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 Proposer found to have falsified any information to McCormick Place | OVG360 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.

5.13 Protests

Any and all protests or challenges with respect to the selection of the successful Proposer and this RFP, 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 | OVG360
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 RFP must be submitted within five (5) calendar days after publication of the RFP. All protests or challenges concerning the selection of the Successful Proposer must be asserted within five (5) calendar days after the notification of award of the Successful Proposer. 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 RFP process or selection of the Successful Proposer.

5.14 Freedom of Information Act

This RFP and any subsequent agreement are subject to disclosure pursuant to the Illinois Freedom of Information Act, 5 ILCS 140 (FOIA) and other applicable laws and rules. The Proposal may be made available for public inspection and copying and if the Proposer believes certain information is exempt from public disclosure under FOIA, the Proposer must clearly mark those portions of its Proposal as being “Confidential” and request confidential treatment. The Proposer must show the specific grounds under FOIA or other law or rule that support exempt treatment. McCormick Place | OVG360 is not obligated to honor requests for confidential treatment, even if the information is exempt from public disclosure. The Proposer will be responsible for any costs or damages associated with McCormick Place | OVG360’s defending the Proposer’s request for exempt treatment.

5.15 Confidentiality

Except with the McCormick Place | OVG360's approval, the Proposer shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than McCormick Place | OVG360 or its designated representatives, or as required by law, any non-public information which it may have obtained during the RFP process concerning any matter relating to the work or regular business of McCormick Place | OVG360.

5.16 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.

Contractor will be required to adhere to the City of Chicago Minimum Wage Ordinance (https://www.cityofchicago.org/city/en/depts/mayor/supp_info/minimum-wage.html); and the City of Chicago Paid Sick Leave Ordinance (https://www.cityofchicago.org/city/en/depts/mayor/supp_info/minimum-wage.html)

5.17 Invoices

All invoices must be addressed as follows:

McCormick Place | OVG360, agent of MPEA
Attention: Accounts Payable
301 East Cermak Road
Chicago, Illinois 60616

Via e-mail to: financedept@mccormickplace.com

REQUIRED FORM A – PROPOSAL FORM

PROJECT DESCRIPTION: _____
PROJECT NUMBER: # _____
PROPOSER: _____

Proposers must provide a separate and detailed price proposal that clearly breaks down all cost of the project such as pricing for equipment, cost of firmware updates, cost for IP address programming, and cost for optional device racking.

The proposed cost/price must be consistent with the proposed technical approach and indicates a clear understanding of a sound approach to satisfying the requirements in the scope of services set forth in this RFP. Pricing is firm for the specified term of the Contract, as outlined Section IV. Contract Term. Any costs invoiced that were not included in the Proposal Form will not be paid; therefore, Proposers must ensure that all costs are included even though the Proposal Request Form may not specifically list them.

Equipment					
Line		Manufacturer Number	Quantity	Unit Price	Extended Cost
1		SV-2030E-R6S-D480-336	4	\$ _____	\$ _____
2		SV-4040EX-R12-144T-16-410	10	\$ _____	\$ _____
3		SV-2030E-R4-12T-4-336	4	\$ _____	\$ _____
4		SVA-2030E-R65-EMB-386G	2	\$ _____	\$ _____
5		Deployment Services Genetec Pro Services Reference # PPS-191057-Q2G6-1	1	\$ _____	\$ _____
6		DCC 15 months Genetec Pro Services Reference # PPS-191756-V7P1-1	1	\$ _____	\$ _____
Grand Total					\$ _____
What is the lead time for this item(s)?				_____	Days / Weeks

Line	Project Description	Cost Summary
1	Firmware Updates	\$ _____
2	IP Address Programming	\$ _____
3	Device Racking (Optional)	\$ _____

Total Project	Total Project Cost
Genetec Server Upgrade Project	\$ _____

REQUIRED FORM B – FORM OF TRANSMITTAL LETTER

[Insert Date]

McCormick Place | OVG360
301 East Cermak Road
Chicago, Illinois 60616
Attention: Mr. Alex Buckles, Purchasing & Supplier Diversity Manager

On behalf of (Insert Full legal name of Proposer), I submit with this letter its response to McCormick Place | OVG360's Request For Proposals ("RFP") for GENETEC SERVER UPGRADE. In this connection, I state the following:

- 1. I have full authority to bind Proposer with respect to this response to the Request For Proposals and any oral or written presentations and representations made to McCormick Place | OVG360.
2. I have read and understand the Request For Proposals (RFP) and am fully capable and qualified to provide the goods and/or services as described within this Request For Proposals (RFP) and have made all investigations and examinations required by said documents.
3. I have read and understand the Request For Proposals, including addenda numbers _____.
4. I understand that McCormick Place | OVG360 will rely on my firms' response to the Request For Proposals and I agree 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. I agree to hold my Proposal open for a period of 90 days from the date and time established for notification of award, and, if requested by McCormick Place | OVG360, for an additional 30 days thereafter.
6. If requested by McCormick Place | OVG360, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist McCormick Place| OVG360 in evaluating its Proposal.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with McCormick Place | OVG360 and no conflict of interest which could interfere with the provision of services to McCormick Place | OVG360.
8. Proposer understands that McCormick Place | OVG360 will rely upon the material representations set forth in the RFP and that Proposer has a continuing obligation to update any information which changes or which Proposer learns to be incorrect.
9. It is understood that an original and an electronic copy of the Proposal have been submitted for consideration. Proposer warrants that all electronic copies are identical to the original in all respects.
10. If selected by McCormick Place | OVG360, Proposer agrees to enter into an Agreement for GENETEC SERVER UPGRADE with McCormick Place | OVG360.

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 name of signatory)

as: _____

(Relationship to Proposer/Title/etc.)

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2016.

Notary Public Signature

(Notary Seal)

PROJECT DESCRIPTION: _____

PROJECT NUMBER: # _____

PROPOSER: _____

Note: Each Proposer is obligated to notify McCormick Place | OVG360 of any changes in its ownership or in its officers and directors at the time such changes occur if the change occurs during Proposal evaluation or during the Contract term.

INDIVIDUAL

If the Proposal is submitted by an individual , complete the information listed below:			
Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN:	
Is the individual authorized to do business in Illinois? [] YES [] NO			

PARTNERSHIP

If the Proposal is submitted by a partnership , complete the information listed below:			
Firm Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN:	
Is the partnership authorized to do business in Illinois?			

List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one half (7½%) 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 (7½%) 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 (7½%) in any affiliated entities. (Use a separate page if necessary).

Name	Percentage Ownership

List the names of all managing partners:

CORPORATION OR LIMITED LIABILITY COMPANY

If the Proposal is submitted by a corporation or limited liability company (LLC) , complete the information listed below:			
Corporate or Company Name:			
Date of Incorporation:		State of Incorporation:	
If incorporated in another State, are you authorized to do business in the State of Illinois?			
Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN	

List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one half (7½%) in the business organization. (Holding Firms and Affiliated Entities to complete as instructed above).

Name	Percentage Ownership

List the names of all officers and directors/managers:

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: _____

PROJECT NUMBER: _____

#

CONTRACTOR: _____

MINORITY AND WOMEN BUSINESS ENTERPRISE PROFILE

Is Proposer a certified minority or woman owned business enterprise?

YES

NO

NOTE: If Respondent is certified as a MBE or WBE, please attach copy(s) of all current certifications.

Identify Proposer's M/WBE status:

Minority-Owned Business Enterprise (MBE)

Women-Owned Business Enterprise (WBE)

Certified by:

Women's Business Development Center (WBDC)

Chicago Minority Supplier Development Council (CMSDC)

City of Chicago

Cook County

State of Illinois

Other: _____

If Proposer's certification is pending, check this box .

Identify Agency certification is pending with: _____

Please attach a copy of the letter from the Agency verifying that certification is pending.

REQUIRED FORM D – STATEMENT OF QUALIFICATIONS

PROJECT DESCRIPTION: _____
PROJECT NUMBER: # _____
CONTRACTOR: _____

Proposer **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 Proposer 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 Proposer 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 Proposer ever refused to sign a contract? Y ___ N ___ At the original price? Y ___ N ___

If yes to either question, provide details. _____

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

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

10. Has Proposer 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 Proposer 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 Proposer's organization or individuals within the organization.

Identify below the Proposer's contact person for purposes of responding to any questions McCormick Place | OVG360 may have:

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

Location of facility where inventory is maintained:

Address _____

City _____ State _____ Zip _____

REQUIRED FORM E – INSURANCE REQUIREMENTS

Proposer must provide evidence of the ability to provide insurance coverage as specified in this RFP.

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 | OVG360 's Risk Manager. The Selected Contractor must provide McCormick Place | OVG360 with certificates of insurance evidencing such coverage prior to receiving the contract:

a. Commercial General Liability

Coverage	Limit
General Aggregate	\$ 2,000,000.00
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	Limit
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 | OVG360.

c. Automobile Liability

Coverage	Limit
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 \$ 2,000,000.00

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 (Design & Architects) \$ 1,000,000.00
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 | OVG360 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 | OVG360 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 | OVG360.
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 OVG360 are named as an additional insured. Additional insured endorsement form ISO form CG 20 11 or CG 20 26 must accompany the Certificate of Insurance.
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 to:

McCormick Place | OVG360
301 East Cermak Road
Chicago, Illinois 60616

REQUIRED FORM F – NOTIFICATION OF EXCEPTIONS

The Undersigned understands and agrees that:

PLEASE CHECK ONLY ONE

Proposer acknowledges that there are **NO EXCEPTIONS** to the Form of Agreement, Exhibit I, or any other requirements stated in this procurement S2024-06.

Signed: _____

(Typed name of signatory)

As: _____
(Relationship to Proposer/Title/etc.)

Date: _____

Proposer acknowledges that **THERE ARE EXCEPTIONS** to the Form of Agreement, Exhibit I, including conflicts of interest, or any other requirements stated in this procurement S2024-06 and has attached them to this Required Form F Notification of Exceptions.

Signed: _____

(Typed name of signatory)

As: _____
(Relationship to Proposer/Title/etc.)

Date: _____

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 OVG360.
- 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 OVG360, 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 OVG360 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 OVG360 as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j.** "Coordinator" means OVG360'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 OVG360'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

OVG360 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. OVG360 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.

OVG360 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 OVG360. OVG360 has the right to demand the substitution by a certified MBE or WBE or take other appropriate action.

SECTION IV. CONTRACT GOALS

OVG360 has established the following Contract Specific Goals for this contract:

MBE PERCENTAGE	WBE PERCENTAGE
25%	5%

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 OVG360. 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 OVG360 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 OVG360 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 OVG360 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 OVG360 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 OVG360, changes to Bidder or Proposer commitments certified in Schedules A- C are prohibited without prior written consent of OVG360. 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 OVG360'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). OVG360, 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 OVG360 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. OVG360 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. OVG360'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 OVG360, 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 OVG360 ends whichever is later. OVG360 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 OVG360 for any purpose.

SECTION XI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

The Compliance Monitoring System is available at: <https://mpea.diversitycompliance.com>. OVG360 will set up account access for the Contactor 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 OVG360 via the Compliance Monitoring System according to the following schedule:

CONTRACTOR (PRIME)	Report all payment activity, including non-payments, to subcontractors for the prior month	15th day of each month
SUBCONTRACTOR	Confirmation of all payments received from prime Contractor	20th of each month

All subcontract agreements between the Contractor and MBE/WBE firms must contain language requiring the MBE/WBE to respond to notifications from OVG360 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. OVG360'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, OVG360 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 OVG360.
4. Debarment of Contractor doing business with OVG360.
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 OVG360, which is difficult to determine and accurately specify. Accordingly, Contractor agrees that if OVG360 issues a notice to cure to Contractor with respect to Contractor's failure to exercise Good Faith Efforts, Contractor shall pay to OVG360 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 OVG360 which are occasioned by any failure of Contractor to establish Good Faith Efforts consistent with these Special Conditions. Any payment due to OVG360 shall be deducted from the next payment due to Contractor under the contract and deposited in OVG360's Affirmative Action Commitment Outreach Fund.

McCormick Place | OVG360
Special Conditions Regarding Minority and Women Owned Businesses
Schedule A: Affidavit of Bidder/Proposer Regarding
MBE/WBE Commitments



A. Project Information

RFP Number:

RFP Title:

B. Bidder/Proposer Information

Name of Bidder/Proposer:

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 OVG360 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 OVG360'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 OVG360 determines that any information provided in the Compliance Plan or any other document submitted to OVG360 is intentionally false or misleading, OVG360 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 OVG360, as well as referral of my firm to the appropriate certifying and/or law enforcement agency(ies), and liquidated damages.

McCormick Place | OVG360
Special Conditions Regarding Minority and Women Owned Businesses
Schedule A: Affidavit of Bidder/Proposer Regarding
MBE/WBE Commitments



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 OVG360, 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 OVG360.

Name of Firm:	Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
---------------	--------------------------------------------------------------------------

Address:

Phone:	Fax:
--------	------

Contact Person:	Email:
-----------------	--------

Dollar Amount of Participation:	Percentage of Participation:
---------------------------------	------------------------------

Description of Service or Work:

Name of Firm:	Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
---------------	--------------------------------------------------------------------------

Address:

Phone:	Fax:
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Contact Person:	Email:
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Dollar Amount of Participation:	Percentage of Participation:
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Description of Service or Work:

McCormick Place | OVG360
Special Conditions Regarding Minority and Women Owned Businesses
Schedule A: Affidavit of Bidder/Proposer Regarding
MBE/WBE Commitments



Name of Firm:		Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Address:		
Phone:	Fax:	
Contact Person:	Email:	
Dollar Amount of Participation:	Percentage of Participation:	
Description of Service or Work:		

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.

Name of Firm:	
Address:	
Phone:	Fax:
Contact Person:	Email:
Dollar Amount of Participation:	Percentage of Participation:
Description of Service or Work:	

Name of Firm:	
Address:	
Phone:	Fax:
Contact Person:	Email:
Dollar Amount of Participation:	Percentage of Participation:

McCormick Place | OVG360
Special Conditions Regarding Minority and Women Owned Businesses
Schedule A: Affidavit of Bidder/Proposer Regarding
MBE/WBE Commitments



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:

McCormick Place | OVG360
Special Conditions Regarding Minority and Women Owned Businesses
Schedule B: MBE/WBE Statement of Intent to Perform as a
Subcontractor, Supplier or Consultant



A. Project Information

RFP Number:	RFP Title:
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B. Statement of Intent

From (MBE/WBE Firm):

Type of Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Certifying Entity:
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To (Prime Contractor):
 and McCormick Place | OVG360

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

- 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.
- 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.

Description of Services/Goods to be provided:	Fee/Cost	Percentage

- 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.

Type of Firm	Percentage
MBE	
WBE	
Or Non-MBE/WBE Firm	

C. Declaration and Affirmation	
<p>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 OVG360. 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.</p>	
<p>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.</p>	
<p>MBE/WBE Firm:</p>	
<p>Signature of Affiant:</p>	<p>Date:</p>
<p>Print Name:</p>	<p>Title:</p>
<p>IF PROPOSING AS A JOINT VENTURE (Attach Schedule C: Joint Venture Agreement)</p>	
<p>Non-MBE/WBE Firm:</p>	
<p>Signature of Joint Venture Partner:</p>	
<p>Signature of Affiant:</p>	<p>Date:</p>
<p>Print Name:</p>	<p>Title:</p>
<p>State of: _____ County of _____</p> <p>Subscribed and sworn to before me this _____ day of _____, 20____</p> <p>_____</p> <p>NOTARY PUBLIC (SEAL)</p>	
<p>For Internal Use</p>	<p>Reviewed By:</p>
	<p>Date:</p>

McCormick Place | OVG360
Special Conditions Regarding Minority and Women Owned Businesses
Schedule C: Joint Venture Affidavit



A. Project Information

RFP Number:

RFP Title:

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

Name of Joint Venture:

Address:

Phone:

E-Mail:

Contact Person:

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)			
Name of Firm:		% Ownership:	
Address:			
Phone:		Fax:	
Contact Person:		Email:	
D. MBE/WBE Joint Venture Participant(s)			
Name of Firm:		% Ownership:	
Address:			
Phone:		Fax:	
Contact Person:		Email:	
Type of Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Certifying Entity:		Date:
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.

Joint Venture check signing:

Authority to enter into contracts on behalf of the Joint Venture:

Signing, co-signing and/or collateralizing loans:

Acquisition of lines of credit:

Acquisition and indemnification of payment and performance bonds:

Negotiating and signing labor agreements:

Management of contract performance (identify by name and firm):

Task	Name	Firm
Purchase of major items or supplies		
Estimating		
Supervision of field operations		
Marketing and sales		
Other (please describe):		

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:

	Non MBE/WBE	MBE/WBE	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

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):

Number of employees	Position	Employed by

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)

McCormick Place | OVG360
Special Conditions Regarding Minority and Women Owned Businesses
Schedule D-1: Certification of Bidder/Proposer Regarding Unavailability of
MBE/WBE Firms



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.

Signature of Affiant:

Date:

Print Name:

Title:

State of: _____ County of _____

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

NOTARY PUBLIC

(SEAL)

For Internal Use

Reviewed By:

Date:

**McCormick Place | OVG360
 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

RFP Number: _____ RFP Title: _____

B. MBE/WBE Statement

Name of MBE/WBE Firm: _____

Bidder/Proposer Name: _____

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.

Signature of Affiant: _____

Date: _____

Print Name: _____

Title: _____

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 20____

NOTARY PUBLIC

(SEAL)

For Internal Use

Reviewed By: _____

Date: _____

[INSERT SUPPLIER NAME]
[INSERT CONTRACT DESCRIPTION]
[INSERT CONTRACT NUMBER]

THIS AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is dated as of the [*insert day*] day of [*insert month*], [*insert year*] (“Effective Date”) by and between Global Spectrum L.P., D/B/A OVG360, a Pennsylvania limited partnership, with an address at 301 East Cermak Road, Chicago, Illinois 60616 (“OVG360”), and [*insert Supplier*], a(n) [State and Type of Entity] whose current address is [*insert address of Supplier*] (the “Supplier”).

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 OVG360 to act as Owner’s agent for the operation of the Facility. Supplier is prepared to provide the design, manufacture, and/or sale of the goods desired by OVG360 as more particularly described herein, 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:

1. **Contract Documents.** The Contract shall be deemed to include this document and the following exhibits and attachments, all of which are incorporated into and made a part of this Contract as the Contract Document. 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 / Specifications

Exhibit 2 – Pricing

Exhibit 3 – Insurance Requirements

Exhibit 4 – Request For Proposal (RFP) document

Exhibit 5 – Special Conditions Regarding Minority and Women Business Enterprises

2. **Term.** This Contract begins on the Effective Date and shall remain in effect, unless earlier terminated pursuant to Section 19 hereof, until [*insert contract expiration date*]. OVG360 shall have the option to extend any expiration date for a period of [*insert renewal term*] by giving no less than thirty (30) days prior written notice to Supplier. In each such event, the terms of this Agreement during the then current term shall be the terms for the renewal term, unless OVG360 and Supplier otherwise mutually agree in writing.

3. **Scope of Contract.**

- (a) **Purchase of Goods.** OVG360 hereby purchases from Supplier, and Supplier hereby sells to OVG360, the materials and/or equipment and related accessories and/or services described in Exhibit 1 attached hereto (collectively, the “Goods”). All orders for Goods will be initiated by OVG360 and submitted to Supplier via a purchase order (the “Purchase Order”) setting forth the description, quantity, price and delivery terms of such materials and/or equipment. All terms and conditions contained in this Agreement shall be deemed incorporated into and made a part of each Purchase Order.

- (b) **Goods.** The Supplier shall at all times during this Contract, have all necessary Goods in sufficient amounts and capabilities and properly maintained, as needed to comply with the terms of this Agreement. The

Supplier shall use and supply only Goods of the highest quality and consistency and, where applicable, within budgeted allowance. Supplier shall identify the source for any Goods and shall only use providers approved from time to time by OVG360 related to integrity, quality and market rates. OVG360 shall have the absolute right to review and approve such Goods providers, and may reject any such providers at any time in its sole and unlimited discretion.

(c) **Additional Goods or Pricing.** No change increasing or decreasing the quantity or price of any Goods, or change from the terms set forth in the Contract Documents for any such shall be made unless previously authorized by OVG360 as required by law, and no claim for extra compensation will be considered unless such prior authorization has been obtained. The Supplier shall not deliver any Additional Goods until it has received prior written approval from OVG360 authorizing the Supplier to proceed with such Additional Goods. The Supplier acknowledges that Additional Goods involving costs may require the prior approval of Management. Upon approval of Additional Goods by OVG360, OVG360 and the Supplier shall execute an amendment to Exhibit 1, or such other portions of this Contract as may be necessary the Contract evidencing the Contract of the parties regarding such Additional Goods.

4. Standard of Performance. Supplier shall perform all activities 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. Supplier shall at all times use its best efforts on behalf of OVG360 to assure timely and satisfactory rendering and delivery of the Supplies. Supplier and all of Supplier's employees or subcontractors providing Goods 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 as applicable and shall conform to the terms of the Contract Documents and this Contract. Supplier remains responsible for the professional and technical accuracy of all Goods and other deliverables furnished, whether by the Supplier or others on its behalf. No review, approval, acceptance, nor payment for any and all of the Goods by OVG360 shall relieve the Supplier from its responsibilities.

5. Inspections and Approvals. The Goods purchased by OVG360 are subject to inspection and approval by OVG360 to determine compliance with the provisions of this Contract. Provided, under no circumstances shall such inspection relieve Supplier from any obligation set forth in this Contract, including, without limitations, 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 Goods, including materials used, and is not for the purpose of determining compliance with applicable laws or industry safety requirements.

(a) Any or all portions of the Goods not accepted will be returned to Supplier at Supplier's expense for a full credit or refund, or at the option of OVG360, Supplier shall be required, at its sole risk and expense, to correct or replace such Goods with conforming Goods within such time as OVG360 may require, *provided, however*, that such corrected or rejected Goods shall not be converted or replaced by Supplier without written authorization from OVG360. Any Goods corrected, replaced, or repaired by Supplier shall be subject to any warranties and other terms of this Agreement. If Supplier fails to correct or replace any nonconforming Goods promptly after notification and authorization from OVG360, OVG360 may correct or replace such Goods and charge Supplier for the cost incurred by OVG360 and/or set-off the cost hereunder at the sole discretion of OVG360. Payment for any Goods ordered hereunder prior to inspection and approval shall not constitute acceptance thereof and is without prejudice to any and all claims that OVG360 may have against Supplier.

(b) Goods determined by OVG360 to be compliant with this Contract shall be accepted upon proper delivery.

6. Delivery. Time is of the essence in the performance of this Contract. Unless otherwise provided herein or as otherwise specified at time of order, Goods shall be delivered in conformance with the specifications within forty

eight (48) hours. If the delivery of Goods is not completed by the time set forth in this Agreement, OVG360 reserves the right, without liability, in addition to its other rights and remedies, to terminate this Agreement by written notice as provided herein, as to stated Goods not yet shipped, and to purchase substitute Goods elsewhere and charge Supplier with any damages incurred, whether special, direct, indirect, incidental, or consequential. All such damages shall be paid by Supplier and payment shall be remitted no later than seven (7) days from the date of the communicated damage or damages. If at any time Supplier believes it may be unable to comply with any delivery term, Supplier shall immediately notify OVG360 in writing as to the delay and shall continue to update OVG360 as to the delay. In the event of Supplier's failure to comply with the delivery terms for any reason, OVG360 may, in addition to its other remedies hereunder, require Supplier at Supplier's expense to ship the Goods via air freight or expedited routing to avoid or minimize delay.

- 7. Shipping.** Unless otherwise set forth on Exhibit 1 or any Purchase Order delivered by OVG360 hereunder, all costs, fees, and expenses arising in connection with the delivery and shipment to OVG360 of the Goods and/or Additional Goods shall be borne by Supplier. Supplier guarantees that all merchandise now being sold or delivered to OVG360 will be, at the time of its delivery as required by this Agreement, packaged, marked, labeled, and shipped in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and orders. All shipments must be packed in a manner that will provide for efficient handling and prevent damage in transit. Goods must conform to the description, quantity, and other specifications set forth in this Agreement.
- 8. Risk of Loss.** The risk for loss shall remain with the Supplier until any Goods that may be required to be delivered pursuant to this Contract or the Contract Documents are delivered to OVG360 in accordance with the terms hereof. Supplier shall carry on the work of furnishing and delivering the Goods at Supplier's own risk and expense until the same is fully completed and accepted by OVG360 and shall be solely liable and responsible for the safety and security thereof.
- 9. Supplier Representations and Warranties.** Supplier hereby represents and warrants to OVG360, and agrees as follows:

 - (a) Supplier warrants that it is fully staffed, equipped, trained and otherwise capable to perform this Contract. Supplier further represents that, by its own independent investigation it has ascertained the nature of the Goods required, the conditions involved in delivering the Goods, and Supplier's obligations under this Contract. Supplier is responsible to verify all information furnished by OVG360 as to the correctness and accuracy of that information. Any failure by Supplier to investigate independently and become fully informed will not relieve Supplier from its responsibilities under this Contract;
 - (b) Supplier warrants that all Goods provided (a) shall be of good quality and workmanship, and that all materials furnished will be new unless otherwise specified in the Contract Documents or specifically approved in writing by OVG360, (b) shall be merchantable, (c) shall be free from faults, deficiencies, and defects, both latent and patent, (d) shall be delivered free of the rightful claim of any person by way of infringement or the like and free of any security interest, lien or encumbrance or the like, (e) shall comply with all City of Chicago, State of Illinois, and Federal laws applicable to the Goods, and (f) shall conform to the terms of this Contract. Without limitation to the foregoing, Supplier warrants that all Goods provided shall be free from defects in materials and workmanship for a period of at least 12 months from the date of final acceptance by OVG360; or such time as provided in the Contract Documents; or such time as provided in any manufacturers, producers, suppliers or other warranty; whichever is longer;
 - (c) The Supplier further warrants that it is either the original manufacturer of the Goods and is capable of providing genuine parts, assemblies and/or accessories, or is capable of transferring and/or assigning original warranties to OVG360. OVG360 may return any nonconforming or defective Goods to Supplier or require replacement of the materials at the time the defect is discovered, all at the Supplier's expense. Supplier must replace any nonconforming or defective Goods within ten (10) days of notification from

OVG360's designated representative. Acceptance of Goods by OVG360 by payment shall not relieve Supplier of the responsibilities herein;

- (d) Supplier warranty shall survive the termination or expiration of this Contract;
- (e) Supplier has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (f) There is no party which has a lien on, security interest in, or claim to the Goods; and
- (g) No litigation or pending or threatened claims or litigation exist which do or might adversely affect Supplier's ability to fully perform its obligations hereunder or the rights granted by Supplier to OVG360 under this Agreement.

10. Compensation. Supplier shall deliver to OVG360 an invoice upon delivery of the Goods. Supplier shall receive compensation in the amount and schedule as set forth on Exhibit 2. All invoicing and requests for payment shall be in such form and with such documentation as required by OVG360. Under no circumstances shall the Compensation exceed the agreed upon pricing set forth in Exhibit 2 without a prior written amendment to this Contract.

- (a) It is understood that the prices set forth in Exhibit 1 are firm prices for the term of this Agreement.
- (b) Most Favored Nations: The Supplier shall provide prices for Goods at a rate not greater than the rate offered to the State of Illinois or any other unit of local government. In the event that the Supplier agrees to provide Goods to the State of Illinois or any other unit of local government at a rate lower than that then in effect under this Agreement, Supplier shall offer to adjust the price to OVG360 accordingly.
- (c) The Supplier shall submit invoices for payment to OVG360 upon delivery of the Goods, indicating the Goods provided and all authorized reimbursable expenses.
 - (i) Payment will be made on the basis of approved invoices and such supporting documentation as OVG360 may require.
 - (ii) If OVG360 objects to all or any portion of any invoice, it shall promptly notify Supplier 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 OVG360 shall pay only that portion of the invoice that is not in dispute.
 - (iii) Neither the initial payment nor any later progress payment constitutes acceptance of the Goods or any deliverables provided under this Contract.
 - (iv) No additional or altered terms and conditions shall be included with the invoice except as are permitted and consistent with the terms of the Contract Documents.
- (d) Supplier shall be solely responsible to ensure that any of its sub-contractors and sub-suppliers are timely paid all amounts due them in connection with the performance of this Contract. After the first partial payment under the Contract, OVG360 may withhold later partial payments until Supplier submits evidence satisfactory to OVG360 that all amounts Supplier owes in connection with performance of this Contract have been paid. Further, OVG360 is entitled, after giving notice to Supplier, 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 Supplier, within ten (10) calendar days after notice is given either (i) demonstrates to OVG360's reasonable satisfaction that these sums are not due or (ii) provides OVG360 adequate security.

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

11. Taxes. The Contract prices include all applicable federal and state taxes in effect as of the Effective Date. The acquisition of supplies and materials under this Contract is to be completed in a manner that, to the extent permitted by law, such purchase is exempt from taxes, including manufacturers' and retailers' state sales and occupation taxes. Upon the request of the Supplier OVG360 shall provide a copy of the appropriate tax exemption certificate with respect to such excluded taxes.

(a) If, after the Effective Date, there shall be imposed or charged any tax other than a tax upon the income of the Supplier and said imposition or charge shall be made applicable directly on the use, production, manufacture, sale, or transportation of the items covered hereby, which is applicable to the Supplier because of a specific contractual obligation or by the operation of law, and OVG360 is not otherwise exempt from such tax, then:

(i) The Contract Prices herein stated shall be accordingly adjusted and any amount due to the Supplier as a result of the adjustment in such prices shall be charged to OVG360 and entered upon such invoices as a separate item; or,

(ii) At its option, when exempt from the payment of such tax, OVG360, in lieu of payment of such increase shall furnish to the Supplier appropriate tax exemption certificates or furnish other proof of exemption with respect to such tax or charge.

(b) If the Supplier is relieved from the payment of any tax imposed, or portion thereof, included in the Contract Prices herein stated, by reason of the decrease or elimination of such tax, the Supplier shall promptly submit to OVG360 a statement showing the amount of such decrease or elimination and the Contract Prices herein stated shall be adjusted to reflect such decreases or elimination.

12. Coordination. Supplier shall coordinate its activities with OVG360's contractors, suppliers, tenants, customers and Suppliers, if any, so no delays or interference will occur in completion of any part or all of OVG360's projects or operations.

13. Clean Condition. The Supplier shall, at all times, keep MPEA premises free from accumulations of waste materials or rubbish caused by its employees or work and shall remove all its rubbish at the completion of its work to the total satisfaction of OVG360. Use of OVG360's open boxes is not permissible. Supplier must provide open boxes and/or trucks for hauling of debris as part of their services. All debris must be hauled off site at the Supplier's expense.

14. Assigned Personnel. On signing this Agreement, and subsequent thereto as changes in personnel are made, Supplier shall identify the person on Supplier's staff who will serve as day to day liaison for the Supplier. Supplier shall assign and maintain a staff of dedicated and competent personnel that is fully equipped and qualified. Provided, OVG360 shall have the right to review and approve such personnel selections, and may reject any such personnel at any time whenever OVG360, in its sole and unlimited discretion, determines that such personnel is not qualified or otherwise unfit for such work.

15. Report Review and Audit Privileges. OVG360 shall have the right, but not the obligation, to inspect all records of the Supplier in relation to the Goods under this Contract. Supplier shall make such records reasonably available

to OVG360, including its authorized representatives. Supplier shall keep and preserve, for at least three (3) years following the sale of each and every Good and Additional Goods hereunder, full and accurate accounting records relating to such Good. Supplier shall give OVG360 and its designated representatives (which representatives may include, without limitation, independent auditors) access to such records during such period of time to review and/or audit the records, from time to time, upon request. Supplier shall also provide, at Supplier's own expense, copies of all or a portion of the records when so requested by OVG360. 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 represent the fair purchase cost of any Good or Additional Good purchased hereunder and the amount actually paid to Supplier for such Good or Additional Good, Supplier shall pay to OVG360 the reasonable cost of such audit. In any event, Supplier shall promptly pay to OVG360 the amount of any such variance which results in an overpayment by OVG360 to Supplier.

16. Insurance. Supplier shall procure and maintain at all times during the term of this Contract and at Supplier's expense, the insurance coverage set forth in Exhibit 3 – Insurance Requirements, and shall provide OVG360 with original certificates evidencing the required coverage. Supplier's insurance policies shall name the following as additional insured on all certificates of insurance: "Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members, employees, OVG360 and Suppliers". Supplier's duty to indemnify OVG360 is independent from, and not limited in any manner by, Supplier's insurance coverage obtained pursuant to this Section or otherwise.

17. Indemnification.

- (a) Supplier shall, at its sole cost and expense, indemnify, defend, and hold harmless OVG360, 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 Indemnification, 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) Supplier's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions applicable to Supplier's performance of this Agreement; (ii) any unlawful acts on the part of Supplier or its officers, directors, agents, employees, or subcontractors; (iii) personal or bodily injury to or death of persons or damage to the property of OVG360 or Owner to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of Supplier or its officers, directors, agents, employees, or subcontractors; (iv) personal or bodily injury to or death of persons or damage to the property of OVG360, Owner or the other OVG360 Parties as a result of any use or sale of the Goods and/or Additional Goods, whether or not the Supplier is the manufacturer of such Goods and/or Additional Goods or, (v) the material breach or default by Supplier or its officers, directors, agents, employees, or subcontractors of any provisions of this agreement.
- (b) Supplier 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, Supplier shall, at its sole cost and expense, satisfy and discharge the same. Supplier expressly understands and agrees that the insurance required by this Agreement or the other related documents of any Indemnified Party or Supplier, or otherwise provided by Supplier or such Indemnified Party shall in no way limit the responsibility to indemnify, defend and hold harmless the Indemnified Parties as herein provided.

- (c) Supplier's defense, indemnification and hold harmless obligations to any Indemnified Party will remain an affirmative obligation of Supplier unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.
- (d) Supplier'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 Supplier 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, Supplier waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Supplier's obligations under this Article, including any claim by any employee of Supplier 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 in this Section shall survive the termination of this Agreement.

18. Equal Employment Opportunity/Non-Discrimination and Minority and Women Owned Business Enterprise Goals.

- (a) **Equal Employment Opportunity/Non-Discrimination.** Throughout the term of this Contract, Supplier agrees as follows:
 - (i) Supplier will comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and the rules and regulations of the Illinois Department of Human Rights ("IDHR") and all other applicable federal, state and local laws, rules and regulations which prohibit unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
 - (ii) Supplier, in performing its obligations under this Contract shall comply with the procedures and requirements of the Illinois Department of Human Rights' (IDHR) regulations concerning equal employment opportunities and affirmative action.
 - (iii) Provide such information, with respect to its employees and applicants for employment, and assistance as OVG360 and the IDHR may reasonably request.
 - (iv) Supplier shall have written sexual harassment policies that shall include those requirements as set forth by the IDHR:
 - (v) Supplier will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other Contract or understanding, a notice advising such labor organization or representative of Supplier's obligations under the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and the IDHR's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with Supplier in its efforts to comply with such Act and rules and regulations, Supplier will promptly so notify the IDHR and OVG360, and will recruit employees from other resources when necessary.
 - (vi) Supplier further agrees that it shall not commit an unfair labor practice.
 - (vii) Supplier shall include, verbatim or by reference, the provisions of this Section in every contract it awards under which any portion of its obligations under this Contract are undertaken

or assumed, so that such provisions shall be binding upon each such sub-Supplier. Supplier shall be responsible and liable for compliance with the pertinent provisions of this Section by such sub-Suppliers, and, further Supplier shall promptly notify OVG360 and IDHR if any sub-Supplier fails or refuses to comply therewith. In addition, Supplier will not utilize any sub-Supplier declared ineligible by IDHR or the Illinois Human Rights Commission for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(viii) In the event of Supplier's non-compliance with any provision of this Section, the Illinois Human Rights Act, or the rules and regulations of IDHR, Supplier may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided, in whole or in part, or such other sanctions or penalties that may be imposed or remedies invoked as provided by law.

(b) **Minority and Women Business Enterprise Goals.** OVG360 has adopted and maintains an affirmative action program with respect to its contracts. The purpose of OVG360's affirmative action program is to promote the ability of Minority Business Enterprises ("MBE") and Women-Owned Business Enterprises ("WBE") to have the maximum possible opportunity to participate in OVG360 contracts. As a minimum, OVG360 strives to ensure that, for Goods necessary for the performance of this Contract, 25% of total contract amount is payable to MBE firms and 5% of the total contract amount is payable to WBE firms. Unless and only to the extent OVG360 grants an expressed waiver, Supplier shall comply with the Special Conditions Regarding Minority and Women-Owned Business Enterprises, as outlined in Exhibit 5, throughout the term of this Contract.

(i) **Compliance.** As part of its review and approval of Contractor's monthly payment requests, OVG360 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 OVG360 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.

(ii) **Remedies for Noncompliance.** In the event Contractor fails to fulfill its obligations under this Section 18, OVG360 shall have available to it appropriate remedies at law or in equity, including the right to withhold amounts due to Contractor for any Work until Contractor submits a corrective action plan which has been approved by OVG360 or demonstrates to OVG360'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 future work that may, from time to time, be undertaken by OVG360 as well as all unfinished Work on the Project.

19. Default and Termination.

(a) **Termination for Convenience.** OVG360 has the right to terminate this Contract, in whole or in part, for any reason, including the convenience of OVG360, by providing Supplier with written notice specifying the date of termination. On the date specified in the notice, this Contract will terminate. OVG360 will pay Supplier the amount earned or reimbursable to it (if any) up to the termination date. After termination, Supplier has no further claim against OVG360 based upon this Contract.

(b) **Termination for Cause.** This Contract may be terminated if an event of default occurs. The following constitute events of default by Supplier:

- (i) Refusal of failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of proper quality;
 - (ii) Failing in any material respect to deliver the Goods according to OVG360's schedule;
 - (iii) Causing, by an action or omission, the stoppage or delay of or interference with the services or work of any employee or other Supplier or subcontractor;
 - (iv) Failure to comply with any provision of this Contract or the Specifications described in the RFP, including, but not limited to matters pertaining to insurance, indemnification and MBE/WBE use;
 - (v) Becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;
 - (vi) Inability to deliver the Goods under the Contract as a result of insolvency, bankruptcy, or having a receiver appointed;
 - (vii) Conviction in a criminal court or finding of liability in civil court relating to the Goods or involving fraud or misconduct adversely affecting any governmental entity;
 - (viii) Any other acts or omissions specifically identified in this Contract as an event of default.
- (c) **Curable and Incurable Defaults.** Time-sensitive defaults (e.g. failure to meet deadlines) are not curable unless OVG360, in its sole and absolute discretion extends the deadline; an extension, however, does not relieve Supplier of liability for any damages OVG360 suffers on account of Supplier's failure to meet required deadlines. Supplier must cure any default that is not time sensitive within ten (10) calendar days after Supplier is given notice of the default in accordance with the terms of this Agreement. In the event a default cannot be reasonably cured within ten (10) calendar days after notice, in the sole opinion of OVG360, Supplier must begin to cure the default promptly within the ten-day period and continue diligent efforts to complete the cure until accomplished.
- (i) OVG360, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event OVG360 determines that an event of default can be cured, it shall provide Supplier with notice setting for the event of default and cure requirements, including the time period permitted for cure. Supplier shall cure any event of default as provided in the notice.
 - (ii) If Supplier fails to cure a default as provided in the notice, OVG360 may, at its sole option, declare Supplier in default. OVG360 will give Supplier written notice of the default and OVG360's termination of this Contract. OVG360's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Supplier shall discontinue all activities under this Agreement, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Contract, whether completed or in the process, to OVG360.
- (d) **Remedies.** In the event of default, OVG360 may invoke any or all of the following remedies. 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 Contract.
- (i) The right to acquire Goods from an alternate source. Supplier shall pay all additional costs incurred by OVG360.

- (ii) The right to terminate this Contract as to any or all of the Goods yet to be performed effective at a time specified by OVG360.
 - (iii) The right to monetary damages.
 - (iv) The right to deem Supplier non-responsive in future contracts to be awarded by OVG360.
 - (v) The right to take assignment of any or all of Supplier's subcontracts and acquire the Goods, by itself or through others, by whatever method OVG360 considers expedient.
 - (vi) The right to set-off against any sums owing Supplier.
 - (vii) Such other remedies as permitted by law.
- (e) 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 OVG360 considers expedient.
- (f) In a court of competent jurisdiction determines that OVG360 wrongfully terminated Supplier, then the termination shall be treated as a termination for convenience.

20. Cooperation. The Parties shall cooperate in good faith to implement the terms of this Contract. At such time as this Contract is terminated or expires, the Parties shall undertake in good faith efforts to assure an orderly transition to another provider of the Goods, if any. Supplier shall make an orderly demobilization of its own operations, provide, uninterrupted, the Goods until the effective date of termination or expiration, and otherwise comply with the reasonable requests and requirements of OVG360 in connection with the termination or expiration.

21. Authority's Proprietary Rights.

- (a) **Names and Logos.** Owner owns 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). Supplier shall not use the Navy Pier or McCormick Place name as part of Supplier's business or trade name, and Supplier shall not use Owner's logos or service marks or sell merchandise with the Navy Pier or McCormick Place name or likeness or with Owner's logos or service marks without the Owner's express written consent. Also, Supplier shall not permit anyone else to do so.
- (b) **Sponsorship Program.** In addition, Owner has entered into Contracts to grant exclusive sales or advertising rights ("Sponsorship Contracts") to certain products, brands or services ("Official Brands") on Owner's property. Accordingly, to the extent permitted by law Supplier shall not advertise, promote, or display at any competing products, brands, or services at the facilities, including through displays or signs in or on any equipment, visible through or on any windows facing onto any part of the facilities or in advertisements, promotional material, or displays referring to facilities or utilizing (if Owner has not given its express written consent to it) Owner's logos or service marks. Supplier shall not interfere with Owner's sponsors' events.

22. Confidentiality.

- (a) All reports, data or information in any form prepared, assembled or encountered by or provided to Supplier under this Contract are confidential, and Supplier shall not disclose these (or make them available) to any other individual or organization without the prior written approval of OVG360, except as specifically authorized in this

Contract or as may be required by law. Supplier shall implement whatever measures are necessary to ensure that its staff and its sub-Suppliers are bound by these confidentiality provisions.

- (b) Supplier shall not issue publicity news releases or grant press interviews, or, except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Goods or the project to which the Goods pertain without the prior written consent of OVG360.
- (c) If Supplier is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data or documents that are in Supplier's possession by reason of this Contract, Supplier shall immediately give notice to OVG360 with the understanding that OVG360 will have the opportunity to contest the process by any means available to it before the records or documents are submitted to a court or other third party. Supplier, however, is not obligated to withhold delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended

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

24. Assignment and Subcontracting.

- (a) OVG360 may assign this Agreement upon 30 days written notice to the Supplier. Provided, any assignee shall be obligated to provide written acceptance and commitment to be bound by all terms and conditions as set forth herein. Upon such assignment, OVG360 shall be relieved from any further liability or obligation under this Agreement, it being understood that the assignee shall have all of OVG360's rights, duties and obligations. In the event of such assignment, the term "OVG360" as used herein shall mean the assignee.
- (b) Supplier shall not assign or subcontract this Agreement, or any part thereof, without the prior written consent of OVG360 which consent may be granted, denied or conditioned in the sole, unfettered discretion of OVG360.

25. Covenants. Supplier hereby covenants as follows:

- (a) Supplier shall not occupy or use the Facility, nor shall interfere with the activities of the Facility, except as is reasonably necessary to perform its obligations hereunder.
- (b) Supplier 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 state or federal environmental law.
- (c) Supplier shall not make any alterations or improvements to the Facility without the prior written consent of OVG360.
- (d) Supplier shall not operate any equipment or materials belonging to OVG360 or Owner without the prior written approval of OVG360.
- (e) 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 exitways shall be maintained in such manner as to be visible at all times.

26. Accuracy and Update of Information. In connection with this Agreement, Supplier has furnished and will continue to furnish various certifications, affidavits and other information and reports. Supplier represents that any such material and information furnished in connection with the RFP or this Agreement is truthful and complete. Supplier shall promptly update such material and information to be complete and accurate as needed due to events or changes occurring after the date of this Agreement.

27. Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be given by e-mail, by personal delivery, by United States registered or certified mail, or by a courier service with all delivery and postage charges paid. A notice shall be considered effective either (i) when delivered personally or via e-mail to the party for whom intended, (ii) upon delivery by an overnight courier service that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith. Any such communication intended for OVG360 shall be addressed:

McCormick Place | OVG360
301 East Cermak Road
Chicago, Illinois 60616
Attention: Alex Buckles, Purchasing & Supplier Diversity Manager
E-Mail: Abuckles@mccormickplace.com

With a copy to:

OVG360
300 Four Falls Corporate Center Conshohocken State Road
West Conshohocken, Pennsylvania 19428
Attention: Executive Director of Operations

Any such communication intended for Supplier shall be addressed to:

[Insert Successful Proposer]
Address
City, State, Zip
Attention:
E-Mail:

28. Construction of this Agreement.

(a) Compliance with Laws.

- (i) Supplier shall at its own expense comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Contract and the Goods whether by reason of general law or the specific Goods required. Supplier shall 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 Contract.
- (ii) Supplier shall comply with applicable licenser or permit requirements and hold OVG360 harmless against any liability in connection with licenser, permitting, or taxes. Supplier shall 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 Contract, including royalties for playing, using, or delivering the Goods. To the extent required, Supplier shall be duly licensed to operate in Chicago, Illinois. Supplier is liable to OVG360 for all losses, expenses, including attorneys fees, attributable to any acts of commission or

omission by Supplier, its employees and agents, and sub-Suppliers 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

- (b) **Applicable Law/Venue.** This Contract shall be governed by the laws of the State of Illinois. Any suit regarding this Contract or any alleged breach thereof shall be brought only in courts located in Chicago, Illinois, and the parties consent to the jurisdiction and venue of the courts located in the County of Cook, State of Illinois.
- (c) **Independent Contractor; No Partnership.** OVG360 and Supplier 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, OVG360 or Supplier 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.
- (d) **Singular and Plural.** Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.
- (e) **Entire Agreement.** This Agreement constitutes the complete and entire agreement between OVG360 and Supplier, and supersedes any and all other communications or agreements, whether written or oral, between the parties hereto relating to the subject matter hereof.
- (f) **Force Majeure.** If any casualty or unforeseeable cause beyond the control of OVG360, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents the performance of this Agreement by OVG360, OVG360 is hereby released by Supplier from any damage so caused thereby.
- (g) **Severability and Waiver.**
 - (i) The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law.
 - (ii) The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- (h) **Interpretation.** Headings of this Contract are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments thereto entered into in accordance with the terms of this Contract. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Contract.

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

OVG360, AS AGENT FOR MPEA, OWNER OF
MCCORMICK PLACE,

[INSERT SUCCESSFUL PROPOSER]

301 EAST CERMAK ROAD,
CHICAGO, ILLINOIS 60616

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____