



McCormick Place | ASM GLOBAL
Request for Proposal ("RFP")
Command Center Management & 24-Hour Security Services
#S2022-30

McCORMICK PLACE | ASM GLOBAL
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
FOR
COMMAND CENTER MANAGEMENT & 24-HOUR SECURITY SERVICES
#S2022-30

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 Issued:	Thursday, May 5, 2022
MANDATORY Pre-Submittal Meeting & Site Visit:	Wednesday, May 25, 2022 at 10:00 AM
Requests for Interpretation:	Friday, May 27, 2022 at 5:00 PM
Proposal Due Date:	Wednesday, June 8, 2022 at 5:00 PM

Purchasing Contact:

Alex Buckles, Purchasing & Supplier Diversity Manager
McCormick Place | ASM GLOBAL
Corporate Center
301 East Cermak Road
Chicago, Illinois 60616
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SECTION I. BACKGROUND INFORMATION, DEFINITIONS AND INTERPRETATIONS

1.1 OBJECTIVE

ASM GLOBAL is seeking proposals from qualified Contractors to provide Command Center management and 24-hour security. ASM GLOBAL requires an experienced security contractor to provide fully equipped and highly qualified security personnel to ensure a safe and lawful environment for at the Wintrust Arena. Contractor must provide all labor, materials, equipment, personnel and supervision necessary to provide security service. The Successful Proposer must provide these services at the Wintrust Arena on an as-needed basis.

1.2 BACKGROUND

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

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1.3 DEFINITIONS

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

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

“**Arena or Wintrust Arena**” means the 10,000 seat, multi-purpose facility.

“**Arie Crown Theatre**” means the 4,188 seat theatre located in the Lakeside Center at McCormick Place.

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

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

“**Customer**” means anyone that purchases services from the Contractor.

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

“**Laws**” shall mean City, State and Federal statutes, ordinances, codes, rules and regulations.

“**MBE**” means Minority Business Enterprise.

“**McCormick Place Campus**” means the McCormick Place Complex®, the world class multi-purpose convention and meeting facility consisting of the Energy Center, Lakeside Center, North, South and West Buildings, the Arie Crown Theater®, the Corporate Center and the new Wintrust Arena. The term “McCormick Place” does *not* include the Hyatt Regency McCormick Place Hotel and/or the Marriott Hotel.

“**Proposal**” means all materials submitted in response to this RFP, including, without limitation, all exhibits, attachments, addenda, renderings and drawings.

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

“Responsive” Responsiveness is determined by McCormick Place | ASM GLOBAL and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions.

“Responsible” Responsibility is determined by McCormick Place | ASM GLOBAL and relates primarily to the ability of a Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. Considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a 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” means the individual, partnership, corporation or joint venture that McCormick Place | ASM GLOBAL selects for award of the Agreement.

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

1.4 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 | ASM GLOBAL are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” McCormick Place | ASM GLOBAL. 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 | ASM GLOBAL.
- 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 | ASM GLOBAL.

SECTION II. GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS

2.1 SCOPE OF SERVICES

ASM GLOBAL is seeking proposals from qualified Contractors to provide Command Center management and 24-hour security. ASM GLOBAL requires an experienced security contractor to provide fully equipped and highly qualified security personnel to ensure a safe and lawful environment for at the Wintrust Arena. Contractor must provide all labor, materials, equipment, personnel and supervision necessary to provide security service. The Successful Proposer must provide these services at the Wintrust Arena on an as-needed basis. Contractor must have established training programs for all required duties and have prior experience working in theaters, arenas, and/or stadiums. The Successful Proposer must provide these services at the Wintrust Arena for routine security, sporting events, concerts, stage plays, trade shows, and special events on an as-needed basis.

a. ARENA COMMAND CENTER INTERIOR SECURITY

Contractor will be responsible for having a staff present to secure and monitor the building during off hours as well control the staff entrance of the Arena on a 24-hour, 365 days a year basis. The Arena Interior Security personnel's responsibilities include, but are not limited to:

- Monitor security desk consoles employees access control and alarm computer, CCTV video monitors;
- Monitor pedestrian and vehicle traffic in and out of the loading dock doors and ramp, staff entrance;
- Works in conjunction with the McCormick Place | SMG Director of Security and the MPEA Chief Security Officer;
- Submitting detailed reports, for any incidents (accidental or criminal), to the venue representative(s) or Venue manager;
- Have knowledge of use and control surrounding CEIA brand magnetometers;
- Have knowledge and prior experience with camera systems and access control systems;
- Overseeing magnetometer process at venue entrances on non-event days and various other times determined by venue management;
- Be responsible to liaison with and notify other agencies (private, City, State and Federal) that have responsibilities in the multi-layered security plan for the facility.
- Provide dock security and surveillance for deliveries and on event days;
- Provide screening of all individuals entering the building on non-event days;
- Protect persons and property within the facilities;
- Patrol all areas of property ensuring a visible presence to discourage or prohibit unauthorized entry into secure areas;
- Work with venue to develop and implement Procedures covering a large variety of security related policies on both event and non-event days, including, but not limited to: training of staff, responding to medical emergencies, bomb threats, severe weather, fires, hazardous spills, floods, non-game day deliveries, pre-event lock downs, use of magnetometers and other emergencies;
- Notify other responsible security parties and the appropriate law enforcement agency immediately of any unlawful activity;
- Work with any law enforcement agency responding to and Wintrust Arena

The list of responsibilities for each Security personnel category is as follows:

- i. **Security Manager:** Responsibilities include, but are not limited to:

- Overseeing the entire Command Center security crew, including supervisors and guards;
 - Conducts a pre-event lock down meeting & walk-thru to provide security guards with instructions for the event;
 - Checking uniform appearance, promptness and quizzing crew about knowledge of the venue;
 - Handling patron concerns and problems;
 - Address any ticketing problems with Ticket Taker Manager;
 - Addressing ADA issues;
 - Scheduling of supervisors and security guard personnel;
 - Works in conjunction with the McCormick Place | ASM GLOBAL Director of Security
 - Submitting detailed reports, for any incidents (accidental or criminal), to the venue representative or Venue manager;
 - Manage Lost & Found;
 - Assist in developing standard operating procedures and emergency action plans for the specific locations;
 - Responsible for ensuring all on duty personnel are aware of their roles and responsibilities during their regular assignments and during activation of any emergency action plans;
 - Responsible for all MPEA/ASM GLOBAL equipment, including but not limited to regular inventory and inspections of same;
 - Have knowledge of use and control surrounding CEIA brand magnetometers;
 - Have knowledge and prior experience with camera systems and access control systems;
 - Development of an individual security plan for each event that will be required to be submitted to the ASM GLOBAL Director of Security
 - Maintain knowledge and execution for all emergency action plans for the facilities.
 - Work with venue to develop and implement Procedures covering a large variety of security related policies on both event and non-event days, including, but not limited to: training of staff, responding to medical emergencies, bomb threats, severe weather, fires, hazardous spills, floods, non-game day deliveries, pre-event lock downs, use of magnetometers and other emergencies;
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- ii. **Supervisor:** Supervisor are assigned to monitor staff throughout the entire venue. Responsibilities include, but are not limited to:
- Maintain knowledge of all emergency action plans for the facilities;
 - Assisting security personnel in all decisions that they cannot handle on their own;
 - Maintaining a watchful eye on their guards and make sure that they are in their proper posts and communicating with the patrons in an extremely polite and efficient manner;
 - Conflict resolution with customers, defusing hostile situations;
 - Creating a positive and enjoyable guest experience while maintaining safety and security to the highest levels
 - Work with venue to develop and implement Procedures covering a large variety of security related policies on both event and non-event days, including, but not limited to: training of staff, responding to medical emergencies, bomb threats, severe weather, fires, hazardous spills, floods, non-game day deliveries, pre-event lock downs, use of magnetometers and other emergencies;
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- iii. **Security Guards:** Responsibilities include, but are not limited to:
- Declining and allowing access from specific locations;
 - Maintaining a strong knowledge of the configuration of the entire Arena and Theater; exits, stairs, restrooms, elevators, first aid stations, concessions, etc.;

- Identifying and relating problems to their supervisors;
- Wearing proper uniforms and presenting a neat professional appearance at all times
- Work with venue to develop and implement Procedures covering a large variety of security related policies on both event and non-event days, including, but not limited to: training of staff, responding to medical emergencies, bomb threats, severe weather, fires, hazardous spills, floods, non-game day deliveries, pre-event lock downs, use of magnetometers and other emergencies;

b. TRAINING

Training for all personnel especially security guards is an important aspect of this bid. With the ever-changing environment in today’s world we must strive to improve and update plans and protocols, and ensure our guards and staff are properly informed and trained to recognize, report and respond to any potential security threat. All required training shall be at the Contractors expense.

- i. Proposer shall submit information identifying protocols that proposer has implemented with their security personnel
- ii. Provide a plan for the ongoing training of personnel including but not limited to the frequency of trainings (i.e. annual, quarterly) as well as the method and areas of training. Contractor will develop and provide training on all topics that are required by McCormick Place | ASM GLOBAL, which are developed at their cost.
- iii. Provide a listing of all internal training that is available by the Contractor including both an example of such training and an explanation and examples of how training records are retained.
- iv. Have the ability to maintain at least five (5) years of training records which have information required to be maintained by McCormick Place | ASM GLOBAL. Said records must be made available for review and inspection.

d. STAFFING

McCormick Place | ASM GLOBAL reserves the right to interview Contractor’s personnel to determine suitability for assignments. Contractor’s security personnel will be required to work with other service contractors.

i. CONTRACTOR REQUIREMENTS:

- All security will take direction only from the Theater and Wintrust Arena Management Team assigned for each event. Coaching staff, promoters, artists, tour management, guests or other personnel associated an event are not allowed to give direction to security personnel.
- All personnel will be required to sign in and out on timesheets reflecting actual hours worked for each event. At the end of each event, all timesheets must be submitted to the Managers assigned for that event.
- Contractor must screen all personnel and perform a background check ensuring that all personnel have never been convicted of a crime.

- All security personnel must have a valid Permanent Employee Registration Card (PERC).
- Contractor must maintain staffing levels required to successfully perform Services as described herein. All training required to provide adequate staffing levels shall be administered at Contractor's expense.
- Contractor must supply the equipment necessary to perform services. All equipment must be approved by McCormick Place | ASM GLOBAL and when available be Safety Act certified.
- Contractor must comply with rules, regulations, terms and conditions as set forth by McCormick Place | ASM GLOBAL.
- In case of emergency, Contractor is to comply with Emergency Action Plans for both venues.

Contractor must provide unarmed security personnel compliant with the following requirements:

- Unarmed Security Officers must have successfully completed the State of Illinois 20-hour course in basic security operation techniques prior to assignment. A copy of this certification must be provided for each Security Officer prior to assignment under this Contract.
- Unarmed Security Officers must possess a valid State of Illinois Permanent Employee Registration Card pursuant to the Private Detective, Private Alarm, Private Security and Locksmith Act of 1993, 225 ILCS 446 et. seq. A copy of the card must be provided for each Security Officer prior to assignment under this Contract.
- Unarmed Security Officers must be at least 21 years of age; must be an American citizen or legal resident of the United States whom has obtained Green Card status; must have the ability to communicate in English at a sufficient level necessary to perform assigned duties; must have excellent public relations skills and experience in working at events in theaters and arenas with an attendance of 2,000 or more patrons; must have a work attendance record which reflects a reliable and punctual performance history.
- Unarmed Off-Duty Law Enforcement Officers must have peace officer certification and arrest powers within the City of Chicago.
- Unarmed Off-Duty Law Enforcement Officers must be sworn, off-duty law enforcement officers currently employed by and in good standing with law enforcement agencies within the State of Illinois.
- Unarmed Off-Duty Law Enforcement Officers must have their own equipment which includes, but is not limited to, radio communications equipment, uniforms, cell phones, baton, flashlight and handcuffs, etc.

e. SERVICE LOCATION:

All Services shall be performed at:

Wintrust Arena
 200 E. Cermak Road
 Chicago, IL 60616

f. STANDARD OF PERFORMANCE:

All Services required must be performed with the degree of skill, care, and diligence normally shown by a professional Contractor performing work of comparable scope, purpose and magnitude.

The Contractor must at all times use its best efforts to assure timely and satisfactory rendering and completion of its Services. The Contractor must at all times act in a manner consistent with the Contractor's professional obligations assumed by it in entering into this Agreement. Contractor must perform all Services in accordance with the terms and conditions of this Agreement.

The Contractor must assure that all Services that require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in Event Security Services and appropriately licensed, as required herein, and by law if applicable. The Contractor remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by the Contractor or subcontractor or others on its behalf.

The Contractor shall establish and maintain procedures and controls that are acceptable to McCormick Place | ASM GLOBAL for the purpose of assuring that no information contained in its records or obtained from McCormick Place | ASM GLOBAL shall be used by or disclosed by Contractor or subcontractors, except as required to efficiently perform duties under the Contract.

A. LABOR REQUIREMENTS

In response to this Request for Proposals (RFP) Contractor hereby warrants and represents that, as a condition of the award of a contract to provide services at the Theater and Arena it agrees to, and will comply with, the following terms and conditions pertaining to its employment of its employees at the Arena and Theater and the services that Contractor will provide there.

- a. Contractor will be responsible for hiring, training, supervising, and directing its employees. Contractor will not by any statement, act or omission express or imply to any of its employees or job applicants that ASM GLOBAL is an employer, co-employer, or joint employer of such individuals. Contractor will compensate its own employees and comply with all applicable tax and other legal requirements for their employment.
- b. Contractor will use its best efforts to recruit and employ employees who will be proficient and productive in their jobs and courteous to patrons, and to others working at the Arena and Theater.
- c. Contractor will assign a competent, full-time management employee to be Contractor's liaison with ASM GLOBAL's Venue manager. If at any time ASM GLOBAL determines in its sole discretion that Contractor's management employee is not acceptable for any lawful reason, Contractor will assign a new such person within five calendar days.
- d. Contractor will make every effort to employ women and members of minority communities when hiring and for employment at the Arena and Theater and services that Contractor will provide there.
- e. Contractor will adopt and comply with equal employment opportunity policies that prohibit discrimination and harassment against applicants and employees on the basis of race, creed, color, age, sex (including sexual orientation), pregnancy (including childbirth and related medical conditions), national origin, disability, religion, ancestry, familial status, status with regard to public assistance, gender identity, marital status, membership or activity in a local commission, military status, veteran status, or any other classification protected by applicable law. Contractor's policy will also include that it will reasonably accommodate the known disability of a qualified person with a disability unless Contractor can

demonstrate that the accommodation would impose an undue hardship. Contractor's policy will also include that it will reasonably accommodate an employee's religious beliefs or practices, unless doing so would cause more than a minimal burden on the operations of Contractor's business, which will allow an employee to practice his or her religion. Contractor's policy will also include strict prohibitions against retaliation against any individual for reporting a violation of the policy, cooperating in Contractor's investigation of a reported violation of the policy, or being associated with a person who reported a violation of the policy.

- f. Contractor will undertake measures designed to eliminate discriminatory barriers based on the protected classifications in (e) above, including measures to ensure equal opportunity in hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in any service or apprenticeship programs.
- g. Contractor will adopt and enforce policies that prohibit the use, possession, transfer, sale, or being under the influence of illegal drugs or alcohol during working time, and off working time but in working areas of the Arena and Theater. Such policies will include termination of employment and removal from the venue for violations, or such other disciplinary action that Contractor determines is suitable under its policies, as long as such action ensures that there will not be another violation. Contractor's staff will be prohibited from bringing any firearms or other deadly weapons into the facilities.
- h. Contractor will implement, and demonstrate to the satisfaction of ASM GLOBAL its compliance with, a policy regarding labor peace. This includes, without limitation, a policy that minimizes the potential for labor disputes that might interrupt services at the venue or inconvenience fans, by undertaking the following:
 - i. Contractor will be or become a party to a labor peace agreement with any labor organization seeking to represent Contractor's employees when working at the venues, and which contains at a minimum provisions during the labor organization's organizing efforts:
 - 1. Prohibiting the labor organization from engaging in or encouraging picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the venues; and prohibiting Contractor from engaging in a lockout of Contractor's employees at the Arena and Theater;
 - 2. for final and binding arbitration of any dispute over the labor organization's organizing efforts, the economic conditions of the employees, and other mandatory subjects of bargaining and the negotiation thereof;
 - 3. for a duration of at least three years from commencement of Contractor's services at the venues
- i. When a labor organization represents Contractor's employees who are or will be employed at the venues, being a signatory to a collective bargaining agreement or other valid contract with such labor organization which contains at a minimum provisions
 - 1. prohibiting the labor organization and Contractor's employees from engaging in picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the venue; and prohibiting Contractor from engaging in a lockout of Contractor's employees at the Arena and Theater;

2. For final and binding arbitration of any dispute involving the interpretation, application, or enforcement of the collective bargaining agreement or other valid contract;
 3. for a duration of at least three years from commencement of Contractor's services at the venue.
- j. Contractor will provide proof of workers' compensation insurance in compliance with the statutory requirements of the State of Illinois and Employer's Liability with a limit of \$1,000,000.00 each accident; \$1,000,000.00 disease policy; \$1,000,000.00 disease each employee.
 - k. Contractor will ensure that its employees will comply with all rules and regulations applicable to employees working at the venues.
 - m. Contractor's employees will wear neatly attired clothing that adequately identifies them as employees of Contractor.
 - o. ASM GLOBAL requires the following qualifications for all event staff and management providing services at Wintrust Arena and Arie Crown Theater:
 - i. Background on last five (5) years or as reasonably available
 - ii. No criminal background or any conviction involving moral turpitude.
 - iii. Must be a regular full or part time employee of the contractor.
 - iv. Must be able to verbally communicate in a clear, distinct and courteous manner.
 - v. Must be able to write clear and accurate reports and be able to complete any and all types of reports.

III. RFP PROCESS AND SUBMISSION REQUIREMENTS

3.1 The RFP Submittal Process

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

Proposer's written response, which includes all required information as outlined herein, are due no later than **5:00 PM (CST) on Wednesday, June 8, 2022**. McCormick Place is committed to initiatives designed to conserve energy, protect vital resources and promote ecologically-efficient policies and procedures. In an effort to achieve this goal, McCormick Place | ASM GLOBAL will not request multiple hard copies of Proposals. Interested parties must submit **One (1) COMPLETE Electronic copy** of the RFP submittal that includes all information in the format outlined in this RFP (Section 3.2). *The electronic copy must be saved as a searchable PDF document. This document can be submitted via email or mail on a USB drive.* Required Form G – Proposed Pricing and Fee Structure and Required Form F – Special Conditions Regarding Minority and Women Business Enterprises must be saved as separate documents and identified as such in the electronic copy.

Submittals and supporting documentation must be labeled "Proposal for McCormick Place | ASM GLOBAL COMMAND CENTER MANAGEMENT & 24-HOUR SECURITY SERVICES" and submitted to:

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

McCormick Place | ASM GLOBAL will accept pre-submittal questions, in writing via e-mail only to Purchasing, at: Purchasing@mccormickplace.com, until **5:00 PM (CST) on Friday, May 27, 2022**. A summary of questions received, and answers will be issued as an addendum to all potential Proposers.

A **MANDATORY** pre-proposal conference and site visit will be held on **Wednesday, May 25, 2022 (CST) at 10:00 AM** at the front entrance of the Wintrust Arena, located at 200 East Cermak Road, Chicago, Illinois. A tour of portions of both facilities will be conducted immediately following the meeting. ***Contractors that do not attend this mandatory pre-submittal meeting and site visit will be ineligible to submit as a Prime Contractor for these services.***

If it becomes necessary to revise or amend any part of this RFP, McCormick Place | ASM GLOBAL will publish a revision by written addendum and notify all prospective Proposers (via e-mail) who have registered as document holders to Purchasing@mccormickplace.com. 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 A - Form of Transmittal Letter.

Proposers are to contact only the McCormick Place | ASM GLOBAL Purchasing & Supplier Diversity Manager, Alex Buckles, 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.

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 | ASM GLOBAL will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. *Proposals received after the proposal due date will be non-responsive and ineligible for consideration.*

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 information about the following:

- a) **Experience & Qualifications:** Overview of Proposer's company, including a brief description of at least three (3) relevant agreements for which your company currently provides services similar in scope and complexity to McCormick Place | ASM GLOBAL's requirements as described herein, within the last five (5) years. Provide the following information for each facility, for reference purposes: the Owner Name, Address, Phone, E-Mail and contact number; a detailed description of services performed. Proposers must have at least five (5) years' experience performing Command Center Management and/or 24-hour security services for large venues and events with the capacity of at least 10,000.
- b) **Executive Summary:** An executive summary of the Proposer's organization and team, including key personnel and how this project fits in with other areas of your company's operations.
- c) **Organizational Chart/Key Personnel:** Summarize the experience of key personnel and managers who will be assigned to this Contract. Onsite Manager must be identified in the Proposal and must have three (2) years of experience performing event management at an Arena venue with a seating capacity of at least 10,000 and Theater venues with 4,200 seating capacity. ASM GLOBAL reserves the right to interview and approve the Onsite Manager.
- d) **Description of Subcontractors:** Identify any portion of the Scope of Services that will be subcontracted. Include firm qualifications and key personnel, telephone number, e-mail and contact person for all subcontractors. Provide a list of three (3) relevant projects for which each subcontractor has performed the Services relevant to this contract including: a) project name and location, b) a brief description of the work performed by the sub-contracting firm, and c) contact information for the project client including name, phone number and e-mail address.
- e) **Proposed Work Plan:**
 1. **Command Center Work Plan:** Present a detailed plan of approach for meeting the Command Center Management specifications, including, but not limited to:
 - i. Organize tasks and job duties to be performed.
 - ii. Approximate number of event staff, supervisors and event managers assigned to different tasks.
 - iii. Provide a proposed staffing plan for the Arena and Theater.
 - iv. Provide a detailed description of your training programs.
 - v. Staffing deployment sheets.
 - vi. Staff protocols, procedures and policies.
 - vii. Staff job descriptions and position orders.
 - viii. Equipment to be utilized, provide a detailed list.

2. **Twenty-four (24) Hour Security Work Plan for Arena:** Present a detailed Work Plan for how staff and supervisors will perform job functions including, but not limited to,
 - i. Organize tasks and job duties to be performed.
 - ii. Approximate number of event staff, supervisors and event managers assigned to different tasks.
 - iii. Provide a proposed staffing plan for the Arena.
 - iv. Provide a detailed description of your training programs.
 - v. Staffing deployment sheets.
 - vi. Staff protocols, procedures and policies.
 - vii. Staff job descriptions and position orders.
 - viii. Equipment to be utilized, provide a detailed list.

- f) **Financial Information:** Financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Proposer has the financial viability and ability to perform the services. The Proposer must also provide written disclosure advising of any pending litigation against the Proposer that may have a material effect upon the Proposer's ability to provide the services.

- g) **Required Forms:** In addition to the information required above, Proposals must contain the following completed items, included as attachments to this RFP:
 1. **Required Form A – Form of Transmittal Letter**
 2. **Required Form B – Statement of Business Organization**
 3. **Required Form C – Statement of Qualifications**
 4. **Required Form D – Insurance Requirements**
 5. **Required Form E – Notification of Exceptions**
 6. **Required Form F – Special Conditions Regarding Minority and Women Business Enterprises**

ASM GLOBAL has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by ASM GLOBAL. ASM GLOBAL's goals for MBE and WBE participation in the performance of this Contract are **25%** and **10%** 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.
 7. **Required Form G – Proposed Pricing and Fee Structure**

Proposers shall provide all hourly rates for each position utilized to perform the Scope of Services in Required Form G – Proposed Pricing and Fee Structure. The hourly rates quoted per position shall cover all costs for wages, benefits, fees, insurance, fringe benefits, equipment, miscellaneous charges, and Contractor's profit and incidental costs for providing the Services as outlined herein. ASM GLOBAL will not accept additional allowances or separate charges.

IV. RFP EVALUATION CRITERIA

4.1 Evaluation Process

McCormick Place | ASM GLOBAL intends to conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. McCormick Place | ASM GLOBAL 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 | ASM GLOBAL based on the proposal and the outcome of the negotiation process.

4.2 Evaluation Criteria

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

- a. **Experience and Qualifications:** Experience, qualifications and performance on past projects of the same quality, complexity and size. Whether the Proposer has demonstrated previous experience of similar scope as described in the RFP.
- b. **Subcontractor Experience and Qualifications:** Proposed subcontractors experience, qualifications and performance on past service agreements of the same quality, complexity and size.
- c. **Detailed Work Plan:** The Proposers detailed Work Plan, inclusive of all required information as outlined in Section 3.2.e.
- d. **Management and Key Personnel:** Experience and qualifications of proposed representatives that will perform the necessary services under this Contract.
- e. **Special Conditions Regarding Minority and Women Business Enterprises:** The strength of the Proposer's MBE/WBE utilization plan and their compliance with the RFP requirements.
- f. **Proposed pricing and Fee Structure:** The reasonableness of the proposed pricing to perform the Services.
- g. **Financial Capability:** Whether the Proposer has provided sufficient evidence of their company's financial abilities to perform the work.
- h. **Responsiveness:** Completeness, thoroughness and detail of response as reflected by the Proposals coverage of all requirements as outlined herein.

V. CONDITIONS, DISCLAIMERS AND DISCLOSURES

This RFP does not represent a commitment or offer by McCormick Place | ASM GLOBAL 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 | ASM GLOBAL also reserves the right to seek new submittals when such a request is in the best interest of McCormick Place | ASM GLOBAL and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. The Proposer assumes the responsibility for all costs incurred in responding to this RFP. It is understood and agreed that McCormick Place | ASM GLOBAL 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 | ASM GLOBAL resulting from this solicitation process.

By submitting a Proposal, Proposer agrees to accept and abide by the terms of this RFP. McCormick Place | ASM GLOBAL reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any submittals which it may deem to be in the best interest of McCormick Place | ASM GLOBAL. Only submittals from those complying with the provisions of this 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 | ASM GLOBAL 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 | ASM GLOBAL, McCormick Place | ASM GLOBAL's appointed evaluation committee, the City of Chicago, CCTB, State of Illinois, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the 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 | ASM GLOBAL. 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 | ASM GLOBAL's decision shall be final.

5.6 Multiple Awards

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

5.7 Contract Terms

This Agreement is for an **initial term of three (3) years**. McCormick Place | ASM GLOBAL reserves the right to extend the contract for **an additional two (2) one (1) year options**. McCormick Place | ASM GLOBAL has the right to terminate any Contract upon 30 day's written notice to the Provider.

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 | ASM GLOBAL 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 | ASM GLOBAL 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. ASM GLOBAL, as acting agent for the Authority, is exempt by law from Illinois Retailers Occupation Tax, Use Tax, Service Occupation Tax, Service Use Tax, and Municipal and Regional Transportation Authority Retailers Occupation Tax on materials or services purchased in connection with the Services.

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 | ASM GLOBAL, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

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

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 | ASM GLOBAL
Attn: Alex Buckles, Purchasing & Supplier Diversity Manager
301 E. Cermak Rd.
Chicago, IL 60616
abuckles@mccormickplace.com

All protests or challenges concerning the process, ambiguities or defects of the 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 | ASM GLOBAL 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 | ASM GLOBAL’s defending the Proposer’s request for exempt treatment.

5.15 Confidentiality

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

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.

5.17 Invoices

Successful Contractor must address all invoices to the following:

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

All invoices must be received within two (2) business days following the end of each event. All electronic invoices must be submitted via e-mail to: financedept@mccormickplace.com.

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

[Insert Date]

McCormick Place | ASM GLOBAL
301 East Cermak Road
Chicago, Illinois 60616

Re: **Command Center Management & 24-Hour Security Services #S2022-30**

Mr. Alex Buckles, Purchasing & Supplier Diversity Manager:

On behalf of _____ (Full legal name of Proposer), I submit with this letter its response to McCormick Place | ASM GLOBAL’s Request for Proposals (“RFP”) for **COMMAND CENTER MANAGEMENT & 24-HOUR SECURITY SERVICES #S2022-30**. 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 | ASM GLOBAL.
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).
3. I have read and understand the Request for Proposals, including addenda numbers _____.
4. I understand that McCormick Place | ASM GLOBAL 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 | ASM GLOBAL, for an additional 30 days thereafter.
6. If requested by McCormick Place | ASM GLOBAL, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist McCormick Place | ASM GLOBAL in evaluating its 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 | ASM GLOBAL and no conflict of interest which could interfere with the provision of services to McCormick Place | ASM GLOBAL.
8. Proposer understands that McCormick Place | ASM GLOBAL will rely upon the material representations set forth in the Request for Proposals 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 multiple copies of the Request for Proposals 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 | ASM GLOBAL, Proposer agrees to negotiate and enter into an Agreement for **COMMAND CENTER MANAGEMENT & 24-HOUR SECURITY SERVICES** with McCormick Place | ASM GLOBAL.
11. I declare that **all** Required Forms A through F 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 _____, 2017.

Notary Public Signature (Notary Seal)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: Command Center Management & 24-Hour Security Services

PROJECT NUMBER: #S2022-30

CONTRACTOR: _____

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

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:	
Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN	
If incorporated in another State, are you authorized to do business in the State of 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 and Affiliated Entities to complete as instructed above).

Name	Percentage Ownership

List the names of all officers and directors/managers:
--

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROJECT DESCRIPTION: Command Center Management & 24-Hour Security Services
PROJECT NUMBER: #S2022-30
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.

13. Has Proposer ever forfeited a performance bond? ____ If yes, provide details. _____

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

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – 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 | ASM GLOBAL 's Risk Manager. The Selected Contractor must provide McCormick Place | ASM GLOBAL with certificates of insurance evidencing such coverage prior to receiving the contract:

a. Commercial General Liability

Coverage	Limit
General Aggregate	\$ 5,000,000.00
Products Liability/Completed	
Oper. Aggregate	\$ 5,000,000.00
Each Occurrence	\$ 5,000,000.00
Personal & Advertising Injury	\$ 5,000,000.00
Medical payment	\$5,000.00
Assault and Batter	
Extended Bodily Injury	

b. Workers' Compensation and Employer's Liability

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

c. Automobile Liability

Coverage	Limit
Covering all owned, non-owned hired vehicles	\$1,000,000.00 combined single limit each accident for bodily injury and property damage.

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

d. Umbrella Coverage \$ 1,000,000.00

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. Errors & Omissions Liability \$ 1,000,000.00 each claim

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to McCormick Place | ASM GLOBAL as a result of the liability provisions of the Contract shall be paid on demand.
4. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by McCormick Place | ASM GLOBAL shall apply in excess of and not contribute with insurance provided by them under the Agreement.
5. Policies should be written on an occurrence basis with the exception of professional liability coverage.
6. All coverages must contain a Waiver of Subrogation in favor of McCormick Place | ASM GLOBAL.
7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its trustees, facilities, agents, officers, board members and employees, and ASM GLOBAL 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 | ASM GLOBAL
301 East Cermak Road
Chicago, Illinois 60616

REQUIRED FORM E – 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 S2022-30.

Signed: _____

(Typed name of signatory)

As: _____
(Relationship to Bidder/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 S2022-30 and has attached them to this Required Form E Notification of Exceptions.

Signed: _____

(Typed name of signatory)

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

Date: _____

REMAINDER OF PAGE IS BLANK

SEE ATTACHED SPECIAL CONDITIONS DOCUMENT

SECTION I. POLICY STATEMENT AND TERMS

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

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

SECTION II. DEFINITIONS

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

- a.** "Area of Specialty" means the description of a MBE or WBE firm's business which has been determined by the Purchasing Manager to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE and WBE letter of certification must contain a description of the firm's Area of Specialty. This information is also contained in each directory published by the Certifying Entities identified in Section III. Credit towards MBE and WBE participation goals on a contract shall be limited to the participation of firms performing within their Area of Specialty.
- b.** "Bid" or "Proposal" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the Contractor in response to a bid solicitation, request for proposal, request for qualification or task order request issued by ASM GLOBAL.
- c.** "Bidder" or "Proposer" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with ASM GLOBAL, and includes all partners, affiliates and joint ventures of such person or entity.
- d.** "Broker" means any person or entity that fills orders by purchasing or receiving supplies rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.
- e.** "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner.
- f.** "Compliance Monitoring System" means the computer-based system established by ASM GLOBAL to monitor Contractor compliance in meeting MBE/WBE goals for a contract.
- g.** "Consultant" means an expert who is called on for professional or technical advice or opinions.

- h.** "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i.** "Contractor" means any person or business entity that has entered into a contract with ASM GLOBAL as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j.** "Coordinator" means ASM GLOBAL's Business Diversity Program Coordinator.
- k.** "Direct Participation" means the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the contract.
- l.** "Directory" means a directory of certified minority business enterprises and women business enterprises maintained and published by a Certifying Entity. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of the firm's last certification and the Area of Specialty in which the firm is certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- m.** "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal in accordance with Section VIII(b).
- n.** "Joint Venture" means an association of at least one MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each Joint Venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are commensurate with its ownership interest.
- o.** "Manufacturer" means a person or firm engaged in the process of making, fabricating, constructing, forming or assembling a product(s) from raw, unfinished, semi-finished or finished materials through a direct contract with the Design-builder, Subcontractor, or supplier.
- p.** "Minority Business Enterprise" or "MBE" shall be defined in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2.01, et. seq., and means a business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- q.** "Regular Dealer" means a firm that meets the definition set forth in Section VII(c).
- r.** "Special Conditions" means the terms and conditions of ASM GLOBAL's Business Diversity Program as set forth in this document.
- s.** "Supplier" means a firm who manufactures or fabricates from raw materials or substantially alters the materials / supplies; or a firm that is the wholesale/retail distributor of materials or supplies.
- t.** "Women Business Enterprise" or "WBE" shall be defined in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2.01, et. seq., and means a business concern which is at least 51% owned by one or more females, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the

management and daily business operations of which are controlled by one or more of the females who own it.

SECTION III. CERTIFICATION

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

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

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

SECTION IV. CONTRACT GOALS

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

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 ASM GLOBAL. Firms that are MBE or WBE that can perform 100% of the requested services will be waived of the diversity goals, however if subcontracting is required then the MBE or WBE firm will have to meet the aforementioned diversity goals.

SECTION V. OBLIGATIONS OF BIDDERS AND PROPOSERS

- a. Each Bidder or Proposer must commit to utilize MBE and WBE firms to meet the goals stated above relative to the total contract price (inclusive of any and all modifications and amendments). Evidence of such commitment shall be the responsibility of the Bidder or Proposer. MBE and WBE commitments may be met by one or a combination of the following:
 - 1. Bidder or Proposer status as a certified MBE or WBE firm;
 - 2. Subcontracting part of the work to one (1) or more certified MBE or WBE firms; or
 - 3. A joint venture as prime contractor with one (1) or more certified MBE or WBE firms to the extent of the MBE and WBE participation in such joint venture; or

4. Purchasing materials or supplies used in performing the contract from one (1) or more certified MBE or WBE firms.
- b. Bidders or Proposers that are unable to meet the goals set forth in Section IV above must request a waiver or reduction at the time of Bid or Proposal submission and demonstrate Good Faith Efforts pursuant to Section VIII(b) herein;
- c. Bids or Proposals may be rejected as non-responsive if:
1. Bids or Proposals do not include a detailed MBE or WBE commitment or a request for a waiver accompanied by evidence of Good Faith Efforts;
 2. Bidder or Proposer fails to cooperate with ASM GLOBAL requests regarding MBE or WBE participation efforts; or
 3. False or misleading statements are made regarding MBE or WBE participation.
 4. Bidders or Proposers are encouraged to contact the Purchasing Manager early in the process of preparing their Bids or Proposals to obtain assistance identifying qualified and certified MBE and WBE firms. Direct requests to:

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

SECTION VI. SUBMITTAL REQUIREMENTS

- a. Required Documents.** The following documents must be submitted to ASM GLOBAL with the Bid or Proposal:
1. **Schedule A: Affidavit of Bidders or Proposers Commitments.** The Bidder or Proposer must complete this form to warrant to ASM GLOBAL the Bidder's or Proposer's commitment to use specific MBE/WBE firms in performing the contract. Bidder or Proposer must detail a specific MBE/WBE plan on Schedule A and submit it along with the appropriate certification letters for all MBE and WBE firms in accordance with Section III. All Bidders and Proposers are required to submit a completed Schedule A. Any Bid or Proposal submitted without Schedule A and the relevant supporting documents will be rejected unless ASM GLOBAL deems it appropriate to grant a waiver in accordance with Section VIII.
 2. **Schedule B: Letter of Intent.** All MBE/WBE firms that will perform services under the contract must complete Schedule B to show the commitment between the Bidders or Proposers and each MBE/WBE participant. MBE and WBE firms that are party to a Joint Venture must also complete Schedule B.
 3. **Schedule C: Joint Venture Affidavit and Agreement.** All Joint Ventures must complete Schedule C. Where all of the Joint Venture parties are MBE and WBE firms, a copy of the Joint Venture agreement and Schedule B are required, but Schedule C is not required.
 4. **Schedule D-1 and D-2: Waiver Request and Unavailability Certification.** In the event that the Bidder or Proposer has been unable to identify any MBE/WBE firms to participate in the contract, Bidder or Proposer must complete these forms to demonstrate its Good-Faith Efforts to obtain MBE/WBE participation.

- 5. Changes.** Once approved by ASM GLOBAL, changes to Bidder or Proposer commitments certified in Schedules A- C are prohibited without prior written consent of ASM GLOBAL. Bidder or Proposer may request, in writing, to substitute or add a new MBE or WBE or change the percentages among the MBE/WBE firms identified in Schedule A due to unforeseen circumstances in order to fulfill the requirements of the contract. All such requests are subject to ASM GLOBAL's written approval, subject to the terms of the contract.

SECTION VII. COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

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

- 1.** Credit toward MBE/WBE commitments is only given for work by firms performing within their Area(s) of Specialty as stated in the current letter of certification. Firms acting as brokers are not eligible to be counted for credit.
- 2.** If a firm (including wholly-owned MBE/WBE Joint Ventures) is certified as both an MBE and a WBE, the Authority will determine whether to count the total dollar value of the contract toward the MBE or WBE goal, but not both at once.
- 3.** Only payments to firms performing Commercially Useful Functions under the contract with the Authority are counted towards MBE/WBE goals. Commercially Useful Functions include actually performing, managing, and supervising a clear element of the contract. The amount of work subcontracted, industry practices, and other relevant factors are considered.
- 4.** A MBE/WBE subcontractor is presumed not to perform a Commercially Useful Function when it subcontracts a significantly greater part of the contract than customary industry practice permits. MBE and WBE firms may present evidence to rebut this presumption.

b. Direct Participation.

- 1.** Full credit towards the MBE or WBE commitment may be received for the purchase price of materials and supplies if the materials and supplies are wholly consumed in the performance of a contract and:
 - A.** The MBE or WBE firm manufactures (i.e., fabricates from raw materials or substantially alters) the materials or supplies; or
 - B.** The contract or subcontract with the MBE or WBE firm calls for the firm to furnish and install the supplies or materials; or
 - C.** The MBE or WBE firm providing the materials or supplies performs some other Commercially Useful Function in the supply process (e.g., the MBE or WBE firm's Area of Specialty, as stated on the letter of certification, is a wholesale/retail distributor of the materials or supplies in question). ASM GLOBAL, in its sole discretion, shall determine whether the MBE or WBE firm performs a Commercially Useful Function.
- 2.** If the MBE or WBE subcontracts out any of its work:
 - A.** The full value of the portion of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

- B.** None of the value of the work that an MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- C.** The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by ASM GLOBAL to be reasonable and not excessive as compared with fees customarily allowed for similar services.

c. Materials and Supplies

- 1.** A Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract by contract basis. Packagers, Manufacturer representatives, or other persons who arrange or expedite transactions are not Regular Dealers.
- 2.** A Contractor may count one hundred percent (100%) of its expenditures for materials and supplies required under the Agreement and obtained from an MBE or WBE Manufacturer toward its MBE or WBE participation goals.
- 3.** A Contractor may count sixty percent (60%) of its expenditures for materials and supplies required under the Agreement and obtained from a MBE or WBE Regular Dealer toward its MBE or WBE requirement

d. Joint Ventures

- 1.** A Joint Venture that includes MBE/WBE partners may count towards a Bidder or Proposer's Contract Specific Goals, provided, however, that the MBE or WBE partner(s) must:
 - A.** Be responsible for a clearly defined portion of the contract to be performed;
 - B.** Perform a Commercially Useful Function;
 - C.** Share in the capital contribution, control, management responsibilities, risks and profits of the Joint Venture are equal to its ownership interest;
 - D.** Execute the Bid or Proposal along with the other Joint Venture partners;
 - E.** Enter into a written Joint Venture agreement with the other Joint Venture partners that specifies the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and certifies that all such terms and conditions of the Joint Venture agreement are in accordance with Section VII(a)(1)-(3) above. Roles

assigned between the Joint Venture partners should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought.

2. If the conditions set forth in Section VII(d)(1) are met, credit for the Joint Venture will be applied in one (1) of the three (3) following manners:
 - A. If 51% or more of the ownership of the Joint Venture is held solely by MBE firms, or is held solely by WBE firms, then the Bidder or Proposer will receive credit for the full amount of the contract price towards the MBE or WBE commitment, respectively; or
 - B. If the Joint Venture includes both MBE and WBE firms, then the commitment to the MBE firm(s) will be counted towards the MBE goal, and the commitment to the WBE firm(s) will be counted towards the WBE goal; or
 - C. If the Joint Venture includes only MBE firm(s), or only WBE firm(s), and the MBE or WBE firm(s) own less than 51% of the Joint Venture, then the joint venture will be credited with the percentage of the contract price committed to the MBE or WBE firm(s).
3. A subcontract agreement between the Joint Venture and the MBE or WBE partner(s) to the Joint Venture clearly delineating the role of each firm in the performance of the contract must be included with the submission of the Bid or Proposal along with a Schedule A that has been completed by the Joint Venture and Schedule B that has been completed by all MBE/WBE firms.

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

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

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

- a. **Required Documents.** To obtain relief/reduction of MBE/WBE goals, a Bidder or Proposer must submit the following:
 1. A written request for reduction or waiver from the goals in the form of a signed petition submitted on the Bidder's or Proposer's letterhead;
 2. Copies of the letters on the Bidder's or Proposer's company letterhead sent to at least two (2) assistance agencies requesting assistance in locating MBE/WBE firms (include also a notarized statement certifying that the original of each letter to an assist agency was mailed on the date stated in each letter);
 3. Completed Schedules D-1 and D-2: Unavailability Certification for each MBE or WBE firm contacted for participation in the performance of the Bid or Proposal; and
 4. Evidence of Good-Faith Efforts as set forth in Section VIII(b) demonstrating that all required efforts were taken to secure certified MBE/WBE firms to meet the goals.

b. Good-Faith Efforts. The following are examples of good-faith efforts. The list is not intended to be exhaustive, and a Bidder or Proposer may present additional information or documentation as evidence of its Good Faith Efforts. ASM GLOBAL will review all such documentation on a case by case basis, but does not guarantee that documentation of the following factors will automatically qualify as Good Faith Efforts.

1. Having written affirmative action policies and demonstrating general success in implementing those policies.
2. Notifying assistance agencies in writing before Bids or Proposals are due to seek their assistance in identifying viable MBE and/or WBEs for specific work on a contract. (See Section XIV for a list of such agencies.)
3. The method, means, and date(s) by which the Contractor timely notified the MBE/WBEs of the potential for bidding or participation in the subject contract.
4. Documentation that the information Contractor provided to the MBE/WBEs about plans, specifications, requirements of the contract and scope of services was adequate to facilitate the MBE/WBE's ability to provide a substantive bid response to the Contractor.
5. Evidence that the Contractor selected portions of the work to be performed by an MBE/WBE in order to increase the likelihood of participation, including, where appropriate, breaking down contracts into smaller, economically feasible units.
6. If the Bidder or Proposer has directly negotiated with MBE and/or WBEs for subcontracts, the following items must be reported. A detailed statement of the efforts made to negotiate in good faith with MBE/WBEs showing:
 - A. The names, addresses and telephone numbers of the MBE/WBEs contacted;
 - B. A description of the plans and specifications provided to MBE/WBEs; and
 - C. A detailed statement of the reason(s) agreements with the MBE/WBEs were not possible;
 - D. A detailed statement of efforts made to select work for an MBE/WBE.
7. Whether the contractor deemed the MBE/WBE as unqualified on a bona fide basis consistent with legitimate industry standards.
8. The Bidder and/or Proposer must research MBE and/or WBE involvement beyond customary roles. (Affidavits must be submitted stating why MBE/WBE participation was not possible).
9. Assisting MBE and/or WBEs in overcoming participation barriers, for example, by helping firms obtain bonding or insurance coverage.

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

1. A detailed statement of the work identified for MBE/WBE participation for which Bidder or Proposer asserts the MBE/WBE quotes(s) was excessively costly (in excess of 10%).

2. A list of all potential subcontractors contacted for a quote on the relevant work or service to be performed by the subcontractors and the prices quoted for the subcontract in question.
3. Other documentation that demonstrates to the satisfaction of the Coordinator that the MBE/WBE proposals are excessively costly, even though not in excess of 10% than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - A. ASM GLOBAL's estimate for the work under a specific subcontract;
 - B. The Bidder's or Proposer's own estimate for the work under the subcontract;
 - C. An average of the bona fide prices quoted for the subcontract;
 - D. Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE or other firm.

SECTION IX. IMPRACTICABILITY

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

SECTION X. RECORD KEEPING

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

SECTION XI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

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

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

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 ASM GLOBAL requiring the MBE/WBE firms to report payments received from a prime or a non-certified firm.

SECTION XII. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

1. Contractor's failure to satisfy the MBE/WBE percentage goals required by the contract.
2. Contractor or subcontractor disqualification as an MBE or WBE when such status was a factor in contract award and was misrepresented by the Contractor. In the event that the Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the Contractor shall seek to discharge the disqualified subcontractor or supplier, report such disqualification to the Purchasing Manager, and make every effort to identify and engage a qualified MBE/WBE as its replacement.
3. Contractor or subcontractor failure to maintain MBE/WBE certification in good standing with the certifying agency.

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

1. Rejection of the Bid or Proposal.
2. Termination of the contract.
3. Deem Contractor non-responsive for future contracts with ASM GLOBAL.
4. Debarment of Contractor doing business with ASM GLOBAL.
5. Referral of Contractor to the appropriate certifying and/or law enforcement agency(ies).
6. Withhold payments due to the Contractor until corrective action is taken.
7. Contractor acknowledges that its failure to engage in Good Faith Efforts will harm the operations and reputation of ASM GLOBAL, which is difficult to determine and accurately specify. Accordingly, Contractor agrees that if ASM GLOBAL issues a notice to cure to Contractor with respect to Contractor's failure to exercise Good Faith Efforts, Contractor shall pay to ASM GLOBAL Five Thousand Dollars (\$5,000) as liquidated damages, not as a penalty, for each instance of such failure to cure, and each thirty-day period thereafter that Contractor fails to establish Good Faith Efforts consistent with the requirements of these Special Conditions. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims

penalties and all other damages of whatsoever nature incurred by ASM GLOBAL which are occasioned by any failure of Contractor to establish Good Faith Efforts consistent with these Special Conditions. Any payment due to ASM GLOBAL shall be deducted from the next payment due to Contractor under the contract and deposited in ASM GLOBAL's Affirmative Action Commitment Outreach Fund.

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



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 ASM GLOBAL will rely as part of its decision making regarding Bid or Proposal selection;
5. All MBE/WBE firms included in this Compliance Plan are certified, and that I have attached all letters of certification for all MBE/WBE firms including Prime Contractor if applicable;
6. Based on my knowledge and due diligence, this Compliance Plan does not contain any untrue information or omit any material fact necessary to make the information contained therein true and complete; and
7. I further declare and affirm that I have read and understand ASM GLOBAL's Special Conditions Regarding Minority and Women Owned Business Enterprises (the "Special Conditions") and that the organization that I represent is in compliance with the Special Conditions. I further understand that if ASM GLOBAL determines that any information provided in the Compliance Plan or any other document submitted to ASM GLOBAL is intentionally false or misleading, ASM GLOBAL may pursue any and all remedies at law or equity, including without limitation, termination of any and all contracts with my firm, designating my firm as non-responsible on future bid opportunities, debarment of my firm from doing business with ASM GLOBAL, as well as referral of my firm to the appropriate certifying and/or law enforcement agency(ies), and liquidated damages.

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

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

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

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

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

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 ASM GLOBAL. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.</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 | ASM GLOBAL
Special Conditions Regarding Minority and Women Owned Businesses
Schedule C: Joint Venture Affidavit



A. Project Information

RFP Number:	RFP Title:
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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 | ASM Global
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:
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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:
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Contact Person:	Email:
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Reason MBE/WBE was unavailable to work on this project or prepare a bid:

Name of Firm:

Address:

Phone:	Fax:
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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 | ASM GLOBAL
 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:
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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:
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Date:

REQUIRED FORM G – PROPOSED PRICING AND FEE STRUCTURE

Security Services Pricing Structure:

Proposer must provide hourly billing rates, to McCormick Place | ASM GLOBAL, corresponding to the specific personnel listed below:

POSITION	Regular Time	Overtime	*Holiday
Manager	\$	\$	\$
Supervisor	\$	\$	\$
<i>Service Staff</i>	\$	\$	\$

Position Title	Straight Time	Holiday Time
24-Hour Security Officer	\$ _____	\$ _____

Proposers shall provide all hourly rates for each positions utilized to perform the Scope of Services on this **Required Form G – Proposed Pricing and Fee Structure**. The hourly rates quotes per position shall cover all costs for wages, benefits, fees, insurance, fringe benefits, equipment, miscellaneous charges, and Contractor’s profit and incidental costs for providing Ushering & Ticket Taking Services. McCormick Place | ASM GLOBAL will not accept additional allowances or separate charges.

[INSERT CONTRACTOR 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 ASM GLOBAL, a Pennsylvania general partnership, with an address at 301 East Cermak Road, Chicago, Illinois 60616 (“ASM GLOBAL”), and [*insert Contractor*], a(n) [State and Type of Entity] whose current address is [*insert address of Contractor*] (the “Contractor”).

BACKGROUND

The Metropolitan Pier and Exposition Authority, a unit of local government, political subdivision, body politic and municipal corporation organized and existing under Illinois law (“Owner”) owns the McCormick Place® Complex (the “Facility”) located at 2301 South Lake Shore Drive, Chicago, IL 60616. Owner has retained ASM GLOBAL to act as Owner’s agent for the operation of the Facility. Contractor is prepared to provide the Services for ASM GLOBAL 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
 - Exhibit 2 – Pricing
 - Exhibit 3 – Insurance Requirements
 - Exhibit 4 – Request for Proposals (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 18 hereof, until [*insert contract expiration date*]. ASM GLOBAL 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 Contractor. In each such event, the terms of this Agreement during the then current term shall be the terms for the renewal term, unless ASM GLOBAL and Contractor otherwise mutually agree in writing.
3. **Scope of Contract.**
 - (a) **Description of Services.** Contractor shall perform the Services as described in Exhibit 1 attached hereto (collectively, the “Services”). All orders for Services will be initiated by ASM GLOBAL and submitted to Contractor via a purchase order (the “Purchase Order”) setting forth the description of services and delivery terms of such Services. All terms and conditions contained in this Agreement shall be deemed incorporated into and made a part of each Purchase Order.

- (b) **Materials.** The Contractor shall at all times during this Contract, have all necessary materials in sufficient amounts and capabilities and properly maintained, as needed to comply with the terms of this Agreement. The Contractor shall use and supply only materials of the highest quality and consistency and, where applicable, within budget allowance. Contractor shall identify the source for any materials, to be used at ASM GLOBAL's facility as part of the Services. Contractor shall only use Providers approved from time to time by ASM GLOBAL related to integrity, quality and market rates. ASM GLOBAL shall have the absolute right to review and approve such material providers, and may reject any such providers at any time in its sole and unlimited discretion.
 - (c) **Equipment.** The Contractor shall at all times during this Agreement, have and maintain all necessary equipment in sufficient amounts and capabilities, and properly maintained, as needed to perform all Services. On signing this Agreement, and subsequent thereto as changes in equipment are made, Contractor shall identify the equipment to be used under this Agreement. ASM GLOBAL shall have the right to review and approve such equipment, and may require additional or different equipment in the event ASM GLOBAL determines, in its sole discretion, that the equipment provided is inadequate in amount, quality or capability.
 - (d) **Standard of Care.** Contractor shall perform the Services with due care in a manner consistent with industry standards for the type of Services provided hereunder.
 - (e) **Contractual Relationship.** In performing its Services under this Agreement, Contractor is an Independent Contractor and does not and must not act as or represent itself as an agent or employee of ASM GLOBAL.
 - (f) **Time is of the Essence.** Contractor shall proceed to perform the Services under the terms of this Contract promptly and diligently, in accordance with the Contract Documents.
 - (g) **Additional Services.** No change increasing or decreasing the quantity or price of any Services, or change from the terms set forth in the Contract Documents for any such shall be made unless previously authorized by ASM GLOBAL as required by law, and no claim for extra compensation will be considered unless such prior authorization has been obtained. The Contractor shall not deliver any Additional Services until it has received prior written approval from ASM GLOBAL authorizing the Contractor to proceed with such Additional Services. The Contractor acknowledges that Additional Services involving costs may require the prior approval of Management. Upon approval of Additional Services by ASM GLOBAL, ASM GLOBAL and the Contractor 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 Services.
4. **Standard of Performance.** Contractor 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. Contractor shall at all times use its best efforts on behalf of ASM GLOBAL to assure timely and satisfactory rendering and delivery of the required Services. Contractor and all of Contractor's employees or subcontractors providing Services under this Contract shall be qualified and competent in the applicable discipline or industry, shall be appropriately licensed as required by law, shall comply with all City of Chicago, State of Illinois, and federal laws as applicable and shall conform to the terms of the Contract Documents and this Contract. Contractor remains responsible for the professional and technical accuracy of all Services and other deliverables furnished, whether by the Contractor or others on its behalf. No review, approval, acceptance, nor payment for any and all of the Services by ASM GLOBAL shall relieve the Contractor from its responsibilities.

- 5. Approvals.** The Services purchased by ASM GLOBAL are subject to approval by ASM GLOBAL to determine compliance with the provisions of this Contract. Provided, under no circumstances shall such approval relieve Contractor 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 approval is for the purpose of determining the quality and completeness of the Services, including materials used, and is not for the purpose of determining compliance with applicable laws or industry safety requirements.
- (a) Services determined by ASM GLOBAL to be non-compliant with this Contract shall be corrected or replaced within five (5) days after notification to Contractor. Payment for any Services ordered hereunder prior to inspection and approval shall not constitute acceptance thereof and is without prejudice to any and all claims that ASM GLOBAL may have against Contractor.
 - (b) Services determined by ASM GLOBAL to be compliant with this Contract shall be accepted upon proper completion.
- 6. Shipping.** Unless otherwise set forth on Exhibit 1 or any Purchase Order delivered by ASM GLOBAL hereunder, all costs, fees, and expenses arising in connection with the delivery and shipment to ASM GLOBAL of Goods furnished in connection with the Services shall be borne by Contractor. Contractor guarantees that all merchandise now being sold or delivered to ASM GLOBAL 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.
- 7. Risk of Loss.** The risk for loss shall remain with the Contractor until any Goods that may be required to be delivered pursuant to this Contract or the Contract Documents are delivered to ASM GLOBAL in accordance with the terms hereof. Contractor shall carry on the work of furnishing and delivering the Goods at Contractor's own risk and expense until the same is fully completed and accepted by ASM GLOBAL and shall be solely liable and responsible for the safety and security thereof.
- 8. Contractor Representations and Warranties.** Contractor hereby represents and warrants to ASM GLOBAL, and agrees as follows:
- (a) Contractor warrants that it is fully staffed, equipped, trained and otherwise capable to perform this Contract. Contractor further represents that, by its own independent investigation it has ascertained the nature of the Services required, the conditions involved in delivering the Services, and Contractor's obligations under this Contract. Contractor is responsible to verify all information furnished by ASM GLOBAL as to the correctness and accuracy of that information. Any failure by Contractor to investigate independently and become fully informed will not relieve Contractor from its responsibilities under this Contract;
 - (b) Contractor warrants that all Services provided (a) shall be compliant with the standards set forth in Section 4 hereof, (b) shall comply with all City of Chicago, State of Illinois, and Federal laws applicable to the Services, and (c) shall conform to the terms of this Contract;
 - (c) The Contractor further warrants that it is either the original manufacturer of any Goods furnished in connection with the Services and is capable of providing genuine parts, assemblies and/or accessories, or is capable of transferring and/or assigning original warranties to ASM GLOBAL. ASM GLOBAL may return any nonconforming or defective Goods to Contractor or require replacement of the materials at the time the

defect is discovered, all at the Contractor's expense. Contractor must replace any nonconforming or defective Goods within ten (10) days of notification from ASM GLOBAL's designated representative. Acceptance of Goods and Services by ASM GLOBAL by payment shall not relieve Contractor of the responsibilities herein;

- (d) Contractor warranty shall survive the termination or expiration of this Contract;
- (e) Contractor has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (f) No litigation or pending or threatened claims or litigation exist which do or might adversely affect Contractor's ability to fully perform its obligations hereunder or the rights granted by Contractor to ASM GLOBAL under this Agreement.

9. Compensation. Contractor shall deliver to ASM GLOBAL an invoice for all requested services covered in this Agreement. Contractor 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 ASM GLOBAL. 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 2 are firm prices for the term of this Agreement.
- (b) Most Favored Nations: The Contractor shall provide prices for Services 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 Contractor agrees to provide Services to the State of Illinois or any other unit of local government at a rate lower than that then in effect under this Agreement, Contractor shall offer to adjust the price to ASM GLOBAL accordingly.
- (c) The Contractor shall submit invoices for payment to ASM GLOBAL upon delivery of the Services, indicating the Services provided and all authorized reimbursable expenses incurred during the preceding month and the charges therefore as any approved Additional Services conducted during the preceding billing period.
 - (i) Payment will be made on the basis of approved invoices and such supporting documentation as ASM GLOBAL may require, including, but not limited to: receipted invoices for materials used, certified payroll records and any applicable lien waivers releasing ASM GLOBAL from any and all present or future liability which accrued or may accrue against ASM GLOBAL on account of the Work covered thereby.
 - (ii) If ASM GLOBAL objects to all or any portion of any invoice, it shall promptly notify Contractor of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment authorization is due, then ASM GLOBAL shall pay only that portion of the invoice that is not in dispute.
 - (iii) Neither the initial payment nor any later progress payment constitutes acceptance of the Services 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) Contractor shall be solely responsible to ensure that any of its sub-contractors and consultants are timely paid all amounts due them in connection with the performance of this Contract. After the first partial payment under the Contract, ASM GLOBAL may withhold later partial payments until Contractor submits evidence satisfactory to ASM GLOBAL that all amounts Contractor owes in connection with performance of this Contract have been paid. Further, ASM GLOBAL is entitled, after giving notice to Contractor, to pay all persons who have not been paid the monies due to them in connection with the Contract, whether or not a claim or lien has been filed, unless Contractor, within ten (10) calendar days after notice is given either (i) demonstrates to ASM GLOBAL's reasonable satisfaction that these sums are not due or (ii) provides ASM GLOBAL 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.
- (f) Payment for Changes. If ASM GLOBAL and Contractor agree to change the Services in accordance with the provisions set forth under this Agreement, and the change(s) cause an increase or decrease in Contractor's costs of, or time required for, performance of some portion of the Services, than an equitable adjustment will be made and the Agreement will be amended. Any claim by Contractor for adjustments under this clause must be submitted in writing to ASM GLOBAL within thirty (30) days of receipt by Contractor of the notification of change unless ASM GLOBAL grants a further period of time, which will be subject to ASM GLOBAL's approval. No change increasing or decreasing the quantity or price of the Services shall be made unless previously authorized by ASM GLOBAL, and no claim for extra compensation will be considered unless such prior authorization has been obtained.

10. 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 Contractor ASM GLOBAL 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 Contractor 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 Contractor because of a specific contractual obligation or by the operation of law, and ASM GLOBAL is not otherwise exempt from such tax, then:
 - (i) The Contract Prices herein stated shall be accordingly adjusted and any amount due to the Contractor as a result of the adjustment in such prices shall be charged to ASM GLOBAL and entered upon such invoices as a separate item; or,
 - (ii) At its option, when exempt from the payment of such tax, ASM GLOBAL, in lieu of payment of such increase shall furnish to the Contractor appropriate tax exemption certificates or furnish other proof of exemption with respect to such tax or charge.
- (b) If the Contractor 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 Contractor shall promptly submit to ASM GLOBAL 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.

- 11. Coordination.** Contractor shall coordinate its activities with ASM GLOBAL's designated personnel, Contractors, tenants and customers, if any, so no delays or interference will occur in completion of any part or all of ASM GLOBAL's projects or operations.
- 12. Clean Condition.** The Contractor 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 ASM GLOBAL. Use of ASM GLOBAL's open boxes is not permissible. Contractor 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 Contractor's expense.
- 13. Report Review and Audit Privileges.** ASM GLOBAL shall have the right, but not the obligation, to inspect all records of the Contractor in relation to the Services under this Contract. Contractor shall make such records reasonably available to ASM GLOBAL, including its authorized representatives. Contractor shall keep and preserve, for at least three (3) years following the sale of each and every Service hereunder, full and accurate accounting records relating to such Service. Contractor shall give ASM GLOBAL 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. Contractor shall also provide, at Contractor's own expense, copies of all or a portion of the records when so requested by ASM GLOBAL. In the event any audit conducted by an independent auditor demonstrates a variance of more than five percent (5%) on an annual basis in the amount determined by such auditor to represent the fair purchase cost of any Service purchased hereunder and the amount actually paid to Contractor for such Service, Contractor shall pay to ASM GLOBAL the reasonable cost of such audit. In any event, Contractor shall promptly pay to ASM GLOBAL the amount of any such variance which results in an overpayment by ASM GLOBAL to Contractor.
- 14. Insurance.** Contractor shall procure and maintain at all times during the term of this Contract and at Contractor's expense, the insurance coverage set forth in Exhibit 3 – Insurance Requirements, and shall provide ASM GLOBAL with original certificates evidencing the required coverage. Contractor'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, ASM GLOBAL and Contractors". Contractor's duty to indemnify ASM GLOBAL is independent from, and not limited in any manner by, Contractor's insurance coverage obtained pursuant to this Section or otherwise.
- 15. Wages and Personnel.**
- (a) **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.*
- (b) **Personnel.** Contractor shall assign and maintain, and update as needed, a staff of competent personnel which is fully equipped and qualified to perform the Services required by this Agreement, including designation of the person on Contractor's behalf to serve as the day-to-day liaison for contractual matters. Provided, ASM GLOBAL shall have the right to review and approve such personnel selections, and may reject any such personnel at any time whenever ASM GLOBAL, in its sole and unlimited discretion, determines that such personnel is not qualified or otherwise unfit for such work. In accordance with the foregoing, Contractor shall, within three (3) days of the effective date of this Agreement, subject to ASM GLOBAL's approval which shall not be unreasonably withheld, appoint a management representative who shall be authorized by Contractor to promptly render decisions pertaining to all matters relating to the Services, in order to avoid delay in the orderly progress of the Services.

16. Indemnification.

- (a) Contractor shall, at its sole cost and expense, indemnify, defend, and hold harmless ASM GLOBAL, Owner, and their agents, officials, employees, and consultants (individually referred to as "Indemnified Party" and collectively as, the "Indemnified Parties") against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, of any kind and nature, including but not limited to reasonable attorney fees and expert witness fees, which may in any way accrue against any such Indemnified Party (collectively, for purposes of 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) Contractor's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions applicable to Contractor's performance of this Agreement; (ii) any unlawful acts on the part of Contractor or its officers, directors, agents, employees, or subcontractors; (iii) personal or bodily injury to or death of persons or damage to the property of ASM GLOBAL or Owner to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of Contractor or its officers, directors, agents, employees, or subcontractors; (iv) personal or bodily injury to or death of persons or damage to the property of ASM GLOBAL, Owner or the other ASM GLOBAL Parties as a result of any use or sale of the Goods and/or Additional Goods, whether or not the Contractor is the manufacturer of such Goods and/or Additional Goods or, (v) the material breach or default by Contractor or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.
- (b) Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, Contractor shall, at its sole cost and expense, satisfy and discharge the same. Contractor expressly understands and agrees that the insurance required by this Agreement or the other related documents of any Indemnified Party or Contractor, or otherwise provided by Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, defend and hold harmless the Indemnified Parties as herein provided.
- (c) Contractor's defense, indemnification and hold harmless obligations to any Indemnified Party will remain an affirmative obligation of Contractor unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.
- (d) Contractor's indemnification obligation set forth herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, workers' occupational disease acts, disability benefit acts, or other employee benefit acts or insurance policy coverage. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Contractor's obligations under this Article, including any claim by any employee of Contractor that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 *et. seq.*, or any other law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Indemnified Parties, however, do not waive any limitations they have on liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, or any other statute.
- (e) The provisions set forth in this Section shall survive the termination of his Agreement.

17. 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, Contractor agrees as follows:
- (i) Contractor 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) Contractor, 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 ASM GLOBAL and the IDHR may reasonably request.
 - (iv) Contractor shall have written sexual harassment policies that shall include those requirements as set forth by the IDHR:
 - (v) Contractor 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 Contractor’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 Contractor in its efforts to comply with such Act and rules and regulations, Contractor will promptly so notify the IDHR and ASM GLOBAL, and will recruit employees from other resources when necessary.
 - (vi) Contractor further agrees that it shall not commit an unfair labor practice.
 - (vii) Contractor 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-Contractor. Contractor shall be responsible and liable for compliance with the pertinent provisions of this Section by such sub-Contractors, and, further Contractor shall promptly notify ASM GLOBAL and IDHR if any sub-Contractor fails or refuses to comply therewith. In addition, Contractor will not utilize any sub-Contractor 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 Contractor’s non-compliance with any provision of this Section, the Illinois Human Rights Act, or the rules and regulations of IDHR, Contractor 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.** ASM GLOBAL has adopted and maintains an affirmative action program with respect to its contracts. The purpose of ASM GLOBAL’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 ASM GLOBAL contracts. As a minimum, ASM GLOBAL strives to ensure that, for Services 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 ASM GLOBAL grants an expressed waiver, Contractor 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, ASM GLOBAL will monitor Contractor's performance to reasonably satisfy itself that Contractor will meet its commitment and use its good faith efforts to achieve the maximum MBE/WBE allocation. In order for ASM GLOBAL to ensure that Contractor complies with its MBE/WBE commitment, Contractor shall submit certified monthly statements with its invoices that include information on the level and scope of MBE and WBE participation in monetary terms as well as a description of the Services provided by each MBE and WBE.
- (ii) **Remedies for Noncompliance.** In the event Contractor fails to fulfill its obligations under this Section 17, ASM GLOBAL shall have available to it appropriate remedies at law or in equity, including the right to withhold amounts due to Contractor for any Work until Contractor submits a corrective action plan which has been approved by ASM GLOBAL or demonstrates to ASM GLOBAL's satisfaction that all good faith efforts to comply with the goals set forth herein have been exhausted, together with the ability to disqualify Contractor from future work that may, from time to time, be undertaken by ASM GLOBAL as well as all unfinished Work on the Project.

18. Default and Termination.

- (a) **Termination for Convenience.** ASM GLOBAL has the right to terminate this Contract, in whole or in part, for any reason, including the convenience of ASM GLOBAL, by providing Contractor with written notice specifying the date of termination. On the date specified in the notice, this Contract will terminate. ASM GLOBAL will pay Contractor the amount earned or reimbursable to it (if any) up to the termination date. After termination, Contractor has no further claim against ASM GLOBAL 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 Contractor:
 - (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 Services according to ASM GLOBAL'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 Contractor or subcontractor;
 - (iv) Failure to comply with any provision of this Contract or the Specifications described in the IFB, 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 and/or Services 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 Services 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 ASM GLOBAL, in its sole and absolute discretion extends the deadline; an extension, however, does not relieve Contractor of liability for any damages ASM GLOBAL suffers on account of Contractor's failure to meet required deadlines. Contractor must cure any default that is not time sensitive within ten (10) calendar days after Contractor is given notice of the default in accordance with the terms of this Agreement. In the event a default cannot be reasonably cured within ten (10) calendar days after notice, in the sole opinion of ASM GLOBAL, Contractor must begin to cure the default promptly within the ten-day period and continue diligent efforts to complete the cure until accomplished.

(i) ASM GLOBAL, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event ASM GLOBAL determines that an event of default can be cured, it shall provide Contractor with notice setting for the event of default and cure requirements, including the time period permitted for cure. Contractor shall cure any event of default as provided in the notice.

(ii) If Contractor fails to cure a default as provided in the notice, ASM GLOBAL may, at its sole option, declare Contractor in default. ASM GLOBAL will give Contractor written notice of the default and ASM GLOBAL's termination of this Contract. ASM GLOBAL's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Contractor 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 ASM GLOBAL.

(d) **Remedies.** In the event of default, ASM GLOBAL 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 and/or Services from an alternate source. Contractor shall pay all additional costs incurred by ASM GLOBAL.

(ii) The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by ASM GLOBAL.

(iii) The right to monetary damages.

(iv) The right to deem Contractor non-responsive in future contracts to be awarded by ASM GLOBAL.

(v) The right to take assignment of any or all of Contractor's subcontracts and acquire the Goods, by itself or through others, by whatever method ASM GLOBAL considers expedient.

(vi) The right to set-off against any sums owing Contractor.

(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 ASM GLOBAL considers expedient.

(f) In a court of competent jurisdiction determines that ASM GLOBAL wrongfully terminated Contractor, then the termination shall be treated as a termination for convenience.

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

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 Contractor of the Services, if any. Contractor shall make an orderly demobilization of its own operations, provide, uninterrupted, the Services until the effective date of termination or expiration, and otherwise comply with the reasonable requests and requirements of ASM GLOBAL in connection with the termination or expiration.

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). Contractor shall not use the Navy Pier or McCormick Place name as part of Contractor's business or trade name, and Contractor 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, Contractor 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 Contractor 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. Contractor 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 Contractor under this Contract are confidential, and Contractor shall not disclose these (or make them available) to any

other individual or organization without the prior written approval of ASM GLOBAL, except as specifically authorized in this Contract or as may be required by law. Contractor shall implement whatever measures are necessary to ensure that its staff and its sub-Contractors are bound by these confidentiality provisions.

- (b) Contractor 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 ASM GLOBAL.
- (c) If Contractor 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 Contractor's possession by reason of this Contract, Contractor shall immediately give notice to ASM GLOBAL with the understanding that ASM GLOBAL 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. Contractor, 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) ASM GLOBAL may assign this Agreement upon 30 days written notice to the Contractor. 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, ASM GLOBAL shall be relieved from any further liability or obligation under this Agreement, it being understood that the assignee shall have all of ASM GLOBAL's rights, duties and obligations. In the event of such assignment, the term "ASM GLOBAL" as used herein shall mean the assignee.
- (b) Contractor shall not assign or subcontract this Agreement, or any part thereof, without the prior written consent of ASM GLOBAL which consent may be granted, denied or conditioned in the sole, unfettered discretion of ASM GLOBAL.

25. Covenants. Contractor hereby covenants as follows:

- (a) Contractor 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) Contractor shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
- (c) Contractor shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL.
- (d) Contractor shall not operate any equipment or materials belonging to ASM GLOBAL or Owner without the prior written approval of ASM GLOBAL.

(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 exit ways shall be maintained in such manner as to be visible at all times.

26. Accuracy and Update of Information. In connection with this Agreement, Contractor has furnished and will continue to furnish various certifications, affidavits and other information and reports. Contractor represents that any such material and information furnished in connection with the IFB/RFP or this Agreement is truthful and complete. Contractor 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 ASM GLOBAL shall be addressed:

McCormick Place | ASM GLOBAL

301 East Cermak Road

Chicago, Illinois 60616

Attention: Alex Buckles, Purchasing & Supplier Diversity Manager

E-Mail: abuckles@mccormickplace.com

With a copy to:

ASM GLOBAL

300 Four Falls Corporate Center Conshohocken State Road

West Conshohocken, Pennsylvania 19428

Attention: Executive Director of Operations

Any such communication intended for Contractor shall be addressed to:

[Insert Successful Proposer]

Address

City, State, Zip

Attention:

E-Mail:

28. Construction of this Agreement.

(a) Compliance with Laws.

(i) Contractor shall at its own expense comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Contract and the Services whether by reason of general law or the specific Services required. Contractor 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) Contractor shall comply with applicable licenser or permit requirements and hold ASM GLOBAL harmless against any liability in connection with licenser, permitting, or taxes. Contractor 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 Services. To the extent required, Contractor shall be duly licensed to operate in Chicago, Illinois. Contractor is liable to ASM GLOBAL for all losses, expenses, including attorney's fees, attributable to any acts of commission or omission by Contractor, its employees and agents, and sub-Contractors 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.** ASM GLOBAL and Contractor shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Contractor a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.
- (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 ASM GLOBAL and Contractor, 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 ASM GLOBAL, 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 ASM GLOBAL, ASM GLOBAL is hereby released by Contractor 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.

ASM GLOBAL, AS AGENT FOR MPEA, OWNER OF
MCCORMICK PLACE,
301 EAST CERMAK ROAD,
CHICAGO, ILLINOIS 60616

[INSERT SUCCESSFUL PROPOSER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____