



McCormick Place | ASM Global  
Invitation For Bid (“IFB”)  
Proximity Cards, Printer Ribbons & Film Supplier  
#S2023-06

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**MCCORMICK PLACE | ASM GLOBAL  
PURCHASING DEPARTMENT**

**INVITATION FOR BID (IFB)  
FOR  
PROXIMITY CARDS, PRINTER RIBBONS & FILM SUPPLIER  
#S2023-06**

McCormick Place | ASM GLOBAL is seeking Bids from qualified companies to provide **Proximity Cards, Printer Ribbons & Film Supplier** to McCormick Place | ASM GLOBAL, on an as needed basis.

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

**KEY DATES:**

<b>IFB Posted:</b>	Friday, August 5 <sup>th</sup> ,2022
<b>Request for Information:</b>	Friday, August 12, 2022 no later than 12:00 PM
<b>Bid Due Date:</b>	Monday, August 22, 2022 no later than 12:00 PM

**Purchasing Contact:**

Alex Buckles  
Purchasing & Supplier Diversity Department  
McCormick Place | ASM Global  
Corporate Center  
301 East Cermak Road  
Chicago, Illinois 60616  
Phone: 312.543.6411  
E-Mail: [Purchasing@mccormickplace.com](mailto:Purchasing@mccormickplace.com)

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## I. BACKGROUND INFORMATION, DEFINITIONS AND INTERPRETATIONS

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### INTRODUCTION

McCormick Place | ASM GLOBAL is seeking a qualified and experienced contractor to provide Proximity Cards, Printer Ribbons & Film Supplies at the McCormick Place Complex.

### BACKGROUND

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

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

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

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

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

### DEFINITIONS

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

“**Agreement**” or “**Contract**” means the Proximity Cards, Printer Ribbons & Film Supplier \_\_\_\_\_ Agreement that is to be entered into between McCormick Place | ASM GLOBAL and the Selected Bidder(s) pursuant to this IFB.

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

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

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

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

“**McCormick Place**” means the McCormick Place Complex® which is a world class, multi-purpose convention and meeting facility consisting of the Lakeside Center, North, South and West buildings, the Arie Crown Theater® and the Corporate Center.

The term McCormick Place does not include the Hyatt Regency McCormick Place Hotel or any facilities not built at the time of execution of this agreement.

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

**“Bidder(s)”** means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit Bids pursuant to this IFB.

**“Responsive”** Responsiveness is determined by McCormick Place | ASM GLOBAL and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices. Those bids deemed materially non-responsive must be rejected.

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

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

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

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

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

**“WBE”** means Women Business Enterprise.

## SECTION II. SPECIFICATIONS

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### 2.1 SCOPE OF CONTRACT

McCormick Place | ASM GLOBAL requires the supply and delivery of Proximity Cards, Printer Ribbons & Film Supplier to McCormick Place | ASM GLOBAL.

Under the Contract, of which these Specifications are a part, the Successful Bidder shall furnish and deliver Proximity Cards, Printer Ribbons & Film Supplier of the grade, type, quality named in the accepted Bid to the locations listed herein. The material furnished shall be free from defects in materials or workmanship. Defective materials will be replaced at no extra cost to McCormick Place | ASM GLOBAL.

The quantities provided herein are neither maximum or minimum, McCormick Place | ASM GLOBAL does not intend to purchase these quantities at one time.

Unless otherwise stated on the Bid Form, McCormick Place | ASM GLOBAL will **not** accept substitutions for the brand(s) specified for each item.

### 2.2 PRICING

Prices quoted in Required Form F – Bid Form are delivered prices (FOB Destination). No shipping, handling or delivery charges of any kind shall be honored by McCormick Place | ASM GLOBAL. Bidders must provide the unit price for each item listed and the extended price based on the estimated quantities provided. Bidders may bid on one or multiple categories. Bidders must respond to **EACH** item within a category in order to be considered for award.

### 2.3 DELIVERY LOCATIONS

The Authority requires Services at the following locations:

**MCCORMICK PLACE  
NORTH BUILDING**  
450 East 23rd Street  
Chicago, Illinois 60616

**MCCORMICK PLACE  
SOUTH BUILDING**  
2301 South Mines Drive  
Chicago, Illinois 60616

**MCCORMICK PLACE  
LAKESIDE CENTER\***  
2301 South Lake Shore Drive  
Chicago, Illinois 60616

**MCCORMICK PLACE  
WEST BUILDING**  
2301 South Indiana  
Chicago, Illinois 60616

**ENERGY CENTER**  
2211 S. Martin Luther King Dr.  
Chicago, Illinois 60616

**MPEA CORPORATE CENTER**  
301 East Cermak Road  
Chicago, Illinois 60616

**WINTRUST ARENA**  
200 E. Cermak Rd.  
Chicago IL 60616

**ABC Building**  
330 E Cermak Rd  
Chicago IL 60616

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

### 2.4 SHIPMENT

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

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

### **2.3 AUTHORIZED DISTRIBUTOR**

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

### **2.4 REPRESENTATION AND WARRANTY**

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

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

### **2.5 RETURN POLICY**

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

### **2.6 BACK ORDERS**

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

## **2.7 DISCONTINUED EQUIPMENT AND SUPPLIES**

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

## **2.8 AVAILABILITY**

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

## **2.9 RELATED ITEMS**

McCormick Place | ASM GLOBAL reserves the right to purchase related items from the Successful Bidder at the discount quoted within this document.

## **2.10 REPORTS AND REPORTING CAPABILITES**

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

## **2.11 ECONOMIC ADJUSTMENT CLAUSE**

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

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

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



## 2.12 MANUFACTURER

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal".

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

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

## 2.13 INVOICES

Successful Bidder must address all invoices to the following:

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

All electronic invoices must be submitted via e-mail to: [financedept@mccormickplace.com](mailto:financedept@mccormickplace.com).

## 2.14 ENVIRONMENTAL PREFERABLE PRODUCTS

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

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

### III. IFB PROCESS AND SUBMISSION REQUIREMENTS

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#### 3.1 IFB Instructions

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

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

Bidder's written response, which details the technical experience of the Bidder are due no later **Monday, August 22, 2022 no later than 12:00 PM**. McCormick Place is committed to initiatives designed to conserve energy, protect vital resources and promote ecologically-efficient policies and procedures. In an effort to achieve this goal, McCormick Place | ASM GLOBAL will not request multiple hard copies of Bids. Interested parties can submit one (1) digital copy (accepted via email or USB, and saved as a searchable PDF document) of the IFB submittal that includes all information in the format outlined in this IFB. Required Form E – Special Conditions Regarding Minority & Women Owned Business Enterprises and Required Form F – Proposed Pricing and Fee Structure.

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

MCCORMICK PLACE | ASM Global  
**ATTN: Alex Buckles Purchasing & Supplier Diversity Department**  
301 EAST CERMAK ROAD  
CHICAGO, ILLINOIS 60616

McCormick Place | ASM GLOBAL will accept pre-submittal questions, in writing via e-mail, **Friday, August 12, 2022 no later than 12:00 PM**. A summary of questions received, and answers will be issued as an addendum to all potential Bidders.

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

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

The responsibility for submitting a response to this IFB on or before the stated time and date will be solely and strictly that of the Bidder. McCormick Place | ASM GLOBAL will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Bids received **Tuesday, August 23, 2022 no later than 12:00 PM** will be non-responsive and ineligible for consideration.

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

#### 3.2 IFB Submittal Requirements and Contents

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

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

The Bid Package must include a completed copy of all the documents outlined below. Bids that do not contain all the necessary documents will be deemed non-responsive and ineligible for consideration.

**a) Required Form A – Form of Transmittal Letter**

**b) Required Form B – Statement of Bidder’s Business Organization**

**c) Required Form C – Statement of Bidder’s Qualifications.** Bidders shall submit copies of all certifications, licenses, and financials, which are required as part of the Bid qualification process, in addition to any additional requirements and documentation attesting to Bidder’s abilities to provide the materials outlined herein.

**d) Required Form D – Insurance Requirements.** Bidders must provide evidence of the ability to provide the insurance coverages as identified in this IFB.

**e) Required Form E – Special Conditions Regarding Minority and Women Owned Business Enterprises.**

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

When selecting providers of goods and services, McCormick Place | ASM GLOBAL is authorized to make direct awards to qualified MBEs and WBEs to fulfill its commitments. Accordingly, McCormick Place | ASM GLOBAL invites certified MBEs and WBEs to submit Proposals for consideration in response to this IFB.

McCormick Place | ASM GLOBAL’s goals for MBE and WBE participation in the performance of this Contract are 25% and 5% respectively. Proposers will be required to submit a MBE/WBE utilization plan and to commit to making a good faith effort to achieve these goals with subconsultants, subcontractors and suppliers.

**f) Required Form F – Bid Form.** Bidders must provide the unit price of each item listed, and the extended price based on the estimated quantities provided. Bidders must also provide a percentage markup off of list price for any additional, related, items that McCormick Place | ASM GLOBAL may request that are not included in this Bid Form.

Bidders may bid on one or multiple categories. Bidders must respond to **EACH** item within a category in order to be considered for award.

It is understood that; (i) as to the Contract which may be awarded upon this Bid, McCormick Place | ASM GLOBAL shall purchase from the bidder the supplies of the kind described herein; (ii) it is the intention of McCormick Place | ASM GLOBAL that a Contract shall be awarded to the responsible, responsive Bidder in terms of its fitness and capacity to furnish the quality of materials and workmanship considered to be best to meet the requirements of McCormick Place | ASM GLOBAL; and (iii) the Bid submitted under this document shall be on the basis of the lowest extended total per category.

**g) Required Form G – Notification of Exceptions**

## IV. CONDITIONS, DISCLAIMERS AND DISCLOSURES

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

### GENERAL AGREEMENTS

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

### Signing Forms

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

- If the Bidder is a corporation or limited liability company, the Bid and Form of Transmittal Letter shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation or manager of the company, with the designation of his/her official capacity, and attested properly. The Response and Form of Transmittal Letter shall show the state in which the corporation is chartered. If it is a foreign corporation, the Response shall show whether or not the Bidder is licensed to transact business in the State of Illinois.
- If the Bidder is a firm or partnership, the Bid and Form of Transmittal Letter shall be signed in the name or style under which the organization is doing business and by the partner, proper officer, or officers whose official capacity shall be designated. The name and address of each member of the organization shall be shown on the Bid and Form of Transmittal Letter.
- If the Bidder is an individual, he/she shall sign the Bid and Form of Transmittal Letter in person or by representative, stating the name or style, if any, under which he/she is doing business. If the signing is by representative, the representative's Power of Attorney or other authorization shall be stated and shall be proven if requested.
- If the Bidder is a joint venture, the Bid and Form of Transmittal Letter shall be signed by each of the persons or firms that are a party to the joint venture agreement. A certified copy of the joint venture agreement shall be attached to the Bid and Form of Transmittal Letter. A joint venture will not be accepted unless the joint venture agreement or some other signed and legally binding instrument is certified and attached to the Bid Form sheet and Form of Transmittal Letter and contains provisions for one of the parties to the joint venture to be in full direction of the services and to exercise this direction through a single individual to be appointed manager of operations with the consent of all parties to the joint venture agreement.
- In every case, the Bid and Form of Transmittal Letter shall show the present business address of the Bidder at which address communications shall be received and service of notices accepted.
- Where the Bid and Form of Transmittal Letter are signed by an agent of the Bidder, evidence of the agent's authority to sign must accompany the Bid. If the Bidder is a corporation, such evidence shall be a certified

copy of that section of corporate bylaws or other authorization such as a Resolution by the Board of Directors, which permits the person to sign the offer on behalf of the corporation. The name of each person signing the Bid shall be typed or printed below his/her signature.

#### Ownership of Bids

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

#### Improper Practices

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

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

#### Interpretation

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

#### Contract Terms

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

#### No Criminal/ Civil Liability and Not In Arrears Certification

Submission of a Bid shall include a representation that neither the Bidder, nor any of its joint venture participants, partners, members, affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds an ownership interest in the Bidder's organization has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.

#### Vendor Ethics

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

#### Insurance Requirements

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

Confidentiality

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

Taxes

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

Rejection of Bids

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

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

Protests

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

McCormick Place | ASM GLOBAL  
Attn: Alex Buckles, Purchasing & Supplier Diversity Manager  
301 E. Cermak Rd.  
Chicago, IL 60616  
[abuckles@mccormickplace.com](mailto:abuckles@mccormickplace.com)

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

## VI. REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

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### To be duplicated and completed on Bidder's firm letterhead

\_\_\_\_\_ (Date)

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

Re: **McCormick Place | ASM GLOBAL Proximity Cards, Printer Ribbons & Film Supplier #S2023-06**

Dear Mr. Buckles:

On behalf of \_\_\_\_\_ (Full legal name of Bidder), I submit with this letter its response to McCormick Place | ASM GLOBAL's Request for Bids ("IFB") for PROXIMITY CARDS, PRINTER RIBBONS & FILM SUPPLIER. In this connection, I state the following:

1. I have full authority to bind Bidder with respect to this response to the Request for Bids and any oral or written presentations and representations made to McCormick Place | ASM GLOBAL.
2. \_\_\_\_\_ (Full legal name of Bidder) has read and understands the Request for Bids and is fully capable and qualified to provide the goods and or services as described within this Request for Bids.
3. I have read and understand the Request for Bids, including addenda numbers \_\_\_\_\_. If none were issued, indicate "NONE".
4. \_\_\_\_\_ (Full legal name of Bidder) understands that McCormick Place | ASM GLOBAL will rely on Bidder's response to the Request for Bids and Bidder agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. \_\_\_\_\_ (Full legal name of Bidder) agrees to hold its Bid open for a period of 60 days from the date and time established for notification of award, and, if requested by McCormick Place | ASM GLOBAL, for an additional 30 days thereafter.
6. If requested by McCormick Place | ASM GLOBAL, Bidder agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist McCormick Place | ASM GLOBAL in evaluating its Bid.
7. Neither I nor Bidder has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with McCormick Place | ASM GLOBAL and no conflict of interest which could interfere with the provision of services to McCormick Place | ASM GLOBAL.
8. Bidder understands that McCormick Place | ASM GLOBAL will rely upon the material representations set forth in the Request for Bids and that Bidder has a continuing obligation to update any information which changes or which Bidder learns to be incorrect.
9. It is understood that an original and multiple copies of the Request for Bids have been submitted for consideration. Bidder warrants that all copies are identical to the original in all respects.

- 10. If selected by McCormick Place | ASM GLOBAL, Bidder agrees to negotiate and enter into an Agreement for Business Center Services with McCormick Place | ASM GLOBAL.
  
- 12. I declare that all Required Forms A through G have been examined by me and to the best of my knowledge and belief are true, correct, and complete.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Typed/lettered name of signatory

As: \_\_\_\_\_

(Relationship to Bidder/Title/etc.)

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)



## VI. REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

**NAME OF PROJECT:** McCormick Place | ASM GLOBAL Proximity Cards, Printer Ribbons & Film Supplier

**PROJECT NUMBER:** #S2023-06

**BIDDER:** \_\_\_\_\_

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

**1. If the Bid is submitted by an individual, answer questions listed below:**

- (a) Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Telephone \_\_\_\_\_ Email address \_\_\_\_\_
- (d) Fax Number \_\_\_\_\_
- (e) FEIN \_\_\_\_\_
- (f) Is the individual authorized to do business in Illinois?  YES  NO

**2. If the Bid is submitted by a partnership, answer questions listed below:**

- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Fax Number \_\_\_\_\_
- (d) Telephone Number \_\_\_\_\_
- (e) FEIN \_\_\_\_\_

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

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

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

Name	Percentage Ownership

- (g) List the names of all managing partners:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**3. If the Bid is submitted by a corporation or limited liability company (LLC), answer questions listed below:**

- (a) Corporate or Company Name \_\_\_\_\_

(b) Date of Incorporation \_\_\_\_\_

(c) State of incorporation \_\_\_\_\_

(d) If incorporated in another State, are you authorized to do business in the State of Illinois? YES NO

(e) Name and address of registered agent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(f) Fax Number \_\_\_\_\_

(g) Telephone \_\_\_\_\_ Email address \_\_\_\_\_

(h) FEIN \_\_\_\_\_

(i) List the names of all officers and directors:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Name	Percentage Ownership

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

If yes, check one: MBE WBE

- Certified by:
- City of Chicago
  - Chicago Minority Supplier Development Council
  - County of Cook
  - Women's Business Development Center
  - State of Illinois, Department of Central Management Services
  - Other \_\_\_\_\_

**\*Please attach copy of current certification letter**

## VI. REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

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**NAME OF PROJECT:** McCormick Place | ASM GLOBAL Proximity Cards, Printer Ribbons & Film Supplier  
**PROJECT NUMBER:** #S20233-06  
**BIDDER:** \_\_\_\_\_

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

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

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

3. Provide the overall ratio of managers to personnel. \_\_\_\_\_

4. List below two (2) references:
  - A. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Email address \_\_\_\_\_  
Length of Relationship \_\_\_\_\_

- B. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Email address \_\_\_\_\_

Length of Relationship\_\_\_\_\_

5. List below one (1) bank reference:

Company Name \_\_\_\_\_

Contact\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_ Email address\_\_\_\_\_

Length of Relationship\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If yes to either question, provide details. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Has Bidder ever been terminated for cause? \_\_\_\_\_ If yes, provide details. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Has Bidder ever defaulted on a contract? \_\_\_\_\_ If yes, provide details. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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13. Has Bidder ever forfeited a performance bond? \_\_\_\_ If yes, provide details. \_\_\_\_\_

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

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

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

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

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email address \_\_\_\_\_

## VI. REQUIRED FORM D – INSURANCE REQUIREMENTS

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

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

a. Commercial General Liability

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

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

b. Workers' Compensation and Employer's Liability

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

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

c. Automobile Liability

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

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

d. Umbrella Coverage \$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. Professional Liability \$5,000,000.00

IFB FOR Proximity Cards, Printer Ribbons & Film Supplier  
McCormick Place | ASM GLOBAL

## Errors & Omissions

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to McCormick Place | ASM GLOBAL as a result of the liability provisions of the Contract shall be paid on demand.
4. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by McCormick Place | ASM GLOBAL shall apply in excess of and not contribute with insurance provided by them under the Agreement.
5. Policies should be written on an occurrence basis with the exception of professional liability coverage.
6. All coverages must contain a Waiver of Subrogation in favor of McCormick Place/ASM GLOBAL.
7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees, and ASM GLOBAL are named as an additional insured.
9. Subcontractors performing services for the selected contractor shall maintain coverage terms and limits equal to or greater than the contractor.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.

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

## VI. REQUIRED FORM E – SPECIAL CONDITIONS

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## VI. REQUIRED FORM F – Bid Form

### Bidder

Bidders may bid on one or multiple categories. Bidders must respond to EACH item within a category in order to be considered for award. **It is optional for bidders to provide pricing for both categories.**

<b>CATEGORY A – Proximity Cards</b> REQUESTED PRICING FOR ESTIMATED ANNUAL QUANTITIES			
ITEM	Estimated Quantity	Unit Price	Total Price
1. ISO PVC Proximity Card Manufacturer: 3millID, Product Code: 3386-NL-26, 26 Bit, No Logo, No Mag Strip, Format: H10301	50,000	\$ _____	\$ _____
2. iClass + Proximity Card, Manufacturer HID, Product Code: 5106RGGNNN, Format: H2004770, 16k Bytes, No Mag Strip, No Slot, Gloss/Gloss	1,500	\$ _____	\$ _____
<b>Total Estimated Costs</b>			\$ _____

<b>CATEGORY B – Printer Ribbons &amp; Film</b> REQUESTED PRICING FOR ESTIMATED ANNUAL QUANTITIES			
ITEM	Estimated Quantity	Unit Price	Total Price
1. ZEBRA Technologies 800077-742 True Colors IX Series Color Ribbon for ZXP Series, 7 Compatible, Ymcko 750 Labels per Roll RBN, YMCKO, 750IMG,ZXP7 Model Number: 800077-742	18	\$ _____	\$ _____
2. Proximity Card Printer Ribbon, Manufacturer HID FARGO, Product Code: HDP Film for HDP 5000 84053	20	\$ _____	\$ _____
3. Proximity Card Printer Ribbon, Manufacturer HID FARGO, Product Code: YMCK Ribbon w/Resin Black 84051	20	\$ _____	\$ _____
<b>Total Estimated Costs</b>			\$ _____

## VI. REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

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The Undersigned understands and agrees that:

**PLEASE CHECK ONLY ONE**

Bidder acknowledges that there are **NO EXCEPTIONS** to the Form of Agreement, Exhibit I, or any other requirements stated in this procurement S2023-06.

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Typed/lettered name of signatory)

As: \_\_\_\_\_

(Relationship to Bidder/Title/etc.)

Date: \_\_\_\_\_

Bidder acknowledges that **THERE ARE EXCEPTIONS** to the Form of Agreement, Exhibit I, including conflicts of interest, or any other requirements stated in this procurement #S2023-06 and has attached them to this Required Form G, Notification of Exceptions.

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Typed/lettered name of signatory)

As: \_\_\_\_\_

(Relationship to Bidder/Title/etc.)

Date: \_\_\_\_\_

# Exhibit I – Form of Agreement

## PROXIMITY CARDS, PRINTER RIBBONS & FILM SUPPLIER AGREEMENT #S2023-06

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

### I. BACKGROUND

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

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

### II. SERVICES AND PAYMENT

#### 2. Contract Documents.

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

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

#### 3. Scope of Services.

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

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

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

d. In performing the Services, Contractor shall attend such meetings with representatives of ASM GLOBAL and Owner as well as ASM GLOBAL’s agents and contractors and other interested agencies as may be required in

connection with the Project. Contractor and ASM GLOBAL each agree to be reasonably available for meetings on matters pertinent to the Project.

e. Subcontractor services are those services which are provided by specialty Subcontractors retained by Contractor in accordance with the assignment provisions set forth in Section XIV. Such Subcontractor Services may include, but are not limited to, providing technical information concerning the Services and such other services as may be necessary to provide the Services or as may be directed by ASM GLOBAL. Contractor shall cause any and all Subcontractors to be bound to the same terms and conditions as those in the Contract between ASM GLOBAL and Consultant. Consultant may award fixed amount lump sum contracts to its Subcontractors solely upon prior written approval by ASM GLOBAL. All billing by Contractor to ASM GLOBAL for Subcontractor services shall be at actual cost with no mark-up by Contractor, and the cost for the Subcontractor Services is indicated within the Guaranteed Maximum Price as defined below.

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

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

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

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

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

- (a) All invoicing and requests for payment shall be in such form and with such documentation as required by ASM GLOBAL. Under no circumstances shall the compensation for the Services exceed the agreed upon pricing set forth in Exhibit 2 without a prior written amendment to this Agreement.
- (b) Contractor shall submit invoices for payment to ASM GLOBAL as instructed by ASM GLOBAL, indicating the monthly fee amount, if any, as well as any approved additional Services performed during the preceding billing period.
- (c) Payment will be made on the basis of approved invoices and such supporting documentation as ASM GLOBAL may require.
- (d) If ASM GLOBAL objects to all or any portion of any invoice, it shall promptly notify Contractor of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment authorization is due, then ASM GLOBAL shall pay only that portion of the invoice that is not in dispute.
- (e) Neither the initial payment nor any later progress payment constitutes acceptance of the Services or any deliverables provided under this Agreement.

- (f) Contractor shall be solely responsible to ensure that Subcontractors are timely paid all amounts due them in connection with the performance of this Contract. After the first partial payment under the Contract, ASM GLOBAL will withhold later partial payments until Contractor submits evidence satisfactory to ASM GLOBAL that all amounts Contractor owes in connection with performance of this Contract have been paid. Further, ASM GLOBAL is entitled, after giving notice to Contractor, to pay all persons who have not been paid the monies due to them in connection with the Contract, whether or not a claim or lien has been filed, unless Contractor, within ten (10) calendar days after notice is given either (i) demonstrates to ASM GLOBAL reasonable satisfaction that these sums are not due or (ii) provides ASM GLOBAL adequate security.
- (g) Contractor shall keep the property free of liens, and in the event any lien is filed, the Contractor shall immediately remove the lien. Contractor shall obtain lien waivers from every supplier and subcontractor who works on the project. Contractor shall provide copies of all lien waivers with relevant billing invoices and prior to payment.
- (h) Each Party shall have the right to set-off and net against any amounts owed to it by the other Party under this Agreement, including without limitation any termination payment.

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

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

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

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

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

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

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

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

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

#### 2. Default and Termination.

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

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

- (1) Failing or refusing to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services under this Agreement;
- (2) Failing in any material respect to prosecute the Services according to ASM GLOBAL's schedule;
- (3) Causing, by any action or omission, the stoppage or delay of or interference with the Services of any other Contractor or subcontractor;
- (4) Failing to comply with any provision of this Agreement, including but not limited to matters pertaining to insurance, bonding, indemnification, and MBE/ WBE use;
- (5) Making a general assignment for the benefit of its creditors;
- (6) Inability to perform the Services under the Agreement as a result of insolvency, bankruptcy, or having a receiver appointed;
- (7) Inability to perform the Services under the Agreement due to the loss of any professional or regional licenses;
- (8) A finding of fraud by a civil or criminal court; or

- (9) Any other acts or omissions specifically identified in this Agreement or any of its amendments as defaults.

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

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

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

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

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

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

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

#### IV. INSURANCE

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

#### V. WAGES AND PERSONNEL

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

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

#### VI. INDEMNIFICATION

1. Indemnification.

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



employees, or subcontractors; (iii) personal or bodily injury to or death of persons or damage to the property of ASM GLOBAL or Owner to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of Contractor or its officers, directors, agents, employees, or subcontractors; or (iv) the material breach or default by Contractor or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.

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

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

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

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

## **VII. TAXES AND COMPLIANCE WITH LAWS**

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

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

## **VIII. AUDITS AND INSPECTIONS**

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

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

## **IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

2. Covenants. Contractor hereby covenants as follows:

- (b) Contractor shall not occupy or use the Facility, nor shall interfere with the activities of the Facility, except as is reasonably necessary to perform the Services hereunder.
- (c) Contractor shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable federal or state environmental law.
- (d) Contractor shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL and/or Owner.

- (e) Contractor shall not operate any equipment or materials belonging to ASM GLOBAL or Owner without the prior written approval of ASM GLOBAL.
- (f) No portion of any passageway or exit at the Facility shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- (g) To the extent applicable to the Services hereunder, Contractor shall make all efforts to protect the purchasing, storage, usage, preparation and/or serving of any items which comprise or are included in the Services, and to protect the provision of any of the Services hereunder, from adulteration or contamination, whether from terrorist acts or otherwise. ASM GLOBAL will cooperate with Contractor in connection with the foregoing. Contractor shall immediately notify ASM GLOBAL of the occurrence of any such adulteration or contamination and of the steps taken and to be taken by Contractor to control the spread of, and to eliminate, such adulteration or contamination. Contractor shall be responsible for reimbursing ASM GLOBAL and the Owner for the costs, expenses and liabilities incurred by ASM GLOBAL and the Owner arising as a result of such adulteration or contamination.

#### **X. NON-DISCRIMINATION AND MBE/WBE OBLIGATIONS**

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

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

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

4. Remedies for Noncompliance. In the event Contractor fails to fulfill its obligations under this Article, ASM GLOBAL shall have available to it appropriate remedies at law or in equity, including the right to withhold amounts due to Contractor for any of the Work until Contractor submits a corrective action plan which has been approved by ASM GLOBAL or

demonstrates to ASM GLOBAL's satisfaction that all good faith efforts to comply with the goals set forth herein have been exhausted, together with the ability to disqualify Contractor from all future work that may from time to time be undertaken by ASM GLOBAL as well as all unfinished Work on the Project.

## **XI. OWNER PROPRIETARY RIGHTS**

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

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

## **XII. CONFIDENTIALITY**

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

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

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

4. Protecting Confidential Information. So long as Contractor is restricted pursuant to this Article, Contractor shall, notwithstanding the provisions of subparagraph (b) above, take all steps it would normally take to protect its own confidential information to ensure that the Information received by it shall be maintained in confidence and not disclosed or used as provided herein. Notwithstanding the foregoing, Contractor shall be liable to ASM GLOBAL for any breaches or violations of this Agreement by any director, officer, employee, consultants, subcontractors, or agent of Contractor.

5. Return of Confidential Information. Upon ASM GLOBAL's written request, Contractor shall promptly return to ASM GLOBAL all tangible material (including all copies, models and samples thereof) that discloses or relates to any of the Information.

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

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

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

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

### **XIII. CONSTRUCTION OF THIS AGREEMENT**

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

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

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

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

5. Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM GLOBAL, and to such successors and assigns of Contractor as are permitted to succeed to Contractor's right upon and subject to the terms of this Agreement.

6. Independent Contractor; No Partnership. ASM GLOBAL and Contractor shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Contractor a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

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

#### **XIV. MISCELLANEOUS**

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

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

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

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

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

If to Contractor: [Insert Successful Bidder Information] \_\_\_\_\_

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

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

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

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

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

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

[INSERT SUCCESSFUL BIDDER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_