



McCormick Place | ASM Global
Request for Proposal ("RFP")
Landscaping and Grounds Keeping Maintenance Services
#S2021-03

**McCORMICK PLACE | ASM GLOBAL
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP)
FOR
LANDSCAPE AND GROUNDS KEEPING MAINTENANCE SERVICES
#S2021-03**

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

KEY DATES:

RFP Posted:	Monday, April 23, 2021
Mandatory Pre-Submittal Meeting and Site Visit:	Wednesday, May 12, 2021 at 10:00 AM McCormick Place – North Building Room N140 Chicago, Illinois 60616 Please visit: http://www.mccormickplace.com/attendees/getting-here.php for directions on how to get to the McCormick Place North Building.
Requests for Interpretation:	Monday, May 17, 2021 by 12:00 PM
Proposal Due Date:	Friday, May 28, 2021 no later than 4:00 PM

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SECTION I. BACKGROUND INFORMATION, DEFINITIONS AND INTERPRETATIONS

1.1 OBJECTIVE

McCormick Place | ASM Global is seeking proposals from qualified firms to provide Landscaping and Grounds Keeping Maintenance Services for the McCormick Place Complex. In general, the Services will entail the day-to-day maintenance and tending of landscaped areas located at various locations throughout the McCormick Place Complex. It is McCormick Place | ASM Global's objective to utilize the best industry practices to promote the health and optimal appearance of all landscaped areas of the facility. The Service activities include, but are not limited to, those described in this RFP.

1.2 BACKGROUND

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

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

The 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.

1.3 DEFINITIONS

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

"Agreement" or "Contract" means the **Landscaping and Grounds Keeping Maintenance Service Agreement** that is to be entered into between McCormick Place | ASM GLOBAL and the Selected Proposer(s) pursuant to this RFP.

"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.”

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

“MBE” means Minority Business Enterprise.

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

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

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

“Responsive” Responsiveness is determined by McCormick Place | ASM Global and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. 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 Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. Considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer’s responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

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

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

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

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

“WBE” means Women Business Enterprise.

1.4 INTERPRETATIONS

- A. Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP's provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFP and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.
- B. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFP mean that requirements, directions of and permission of McCormick Place | ASM GLOBAL are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" McCormick Place | ASM GLOBAL. Words "necessary," "proper" or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services must be conducted in a manner or be of character which is "necessary" or "proper" in the option of McCormick Place | ASM GLOBAL.
- C. Unless a contrary meaning is specifically noted elsewhere, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory" or words of like effect and import used in the RFP mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of McCormick Place | ASM GLOBAL.

SECTION II. GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS

2.1 INTRODUCTION

McCormick Place is seeking proposals from qualified firms to provide Landscaping and Grounds Keeping Maintenance Services for the McCormick Place Complex. In general, the Services will entail the day-to-day maintenance and tending of landscaped areas located at various locations throughout the McCormick Place Complex including the North, South and West Buildings, Lakeside Center, Corporate Center and Energy Center (refer to **Exhibit II – Campus Map**). It is McCormick Place | ASM Global's objective to utilize the best industry practices to promote the health and optimal appearance of all landscaped areas of the facility. The Service activities include, but are not limited to, those described in this RFP.

2.2 MATERIALS, EMPLOYEES, WORKMANSHIP

Contractor is required to utilize best industry practices as they exist throughout the term of the Agreement. Unless otherwise specified, the Contractor must provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for execution and completion of work. Unless otherwise specified, all material will be new and must be original manufacturer's equipment or approved equal. Both workmanship and materials must be of the best quality as certified by the original equipment manufacturer on shop drawings submitted by the Contractor.

The Contractor must furnish satisfactory certification as required to kind and quality of all materials where questioned at Contractor's own expense.

The Contractor shall at all times enforce strict discipline and good order among employees and will not employ on the work any unfit person or anyone not skilled in work assigned to him.

Labor must be performed in the best, most workmanlike manner, by mechanics skilled in their respective trades. Standards of work required throughout will be of such grade as will bring first class results as determined by McCormick Place | ASM Global or certified by the original equipment manufacturer at the Contractor's own expense.

2.3 GREEN PRACTICES

Services performed under the Agreement shall use industry best practices that integrate green principles of sustainability and resource efficiency into all facets of operations. Resource efficiency measures include but are not limited to the following:

- a. Pest control must utilize the principles of Integrated Pest Management and an integrated pest management plan must be submitted on an annual basis. Contractor shall be referred to McCormick Place | ASM Global's Pest Management Contractor to have them resolve rodent issues, but the Contractor shall be responsible for all insecticide applications required for Horticulture related needs.
- b. Turf should be managed to reduce water usage, fertilizer, and herbicides.
- c. Drought maintenance procedures should be submitted to McCormick Place | ASM Global per the guidelines established by the Department of Environment.
- d. Contractor should use "grass cycling" (leaving clippings on the lawn when mowed) as appropriate. If grass clippings left behind are large and noticeable the Contractor must rake up all clippings and compost them at

no additional cost to McCormick Place | ASM Global. Green waste should be taken to a green waste composting facility as appropriate.

- e. All Plant control and support materials used for landscaping maintenance should include recycled contents.
- f. Where practical and available use of environmentally friendly planting practices, fertilizers, and chemicals.
- g. A defined and documented sustainability training program for all employees working on site. This program must contain information on the green practices enacted on site, the impact of these programs on the environment, and the commitment of the organization to maintain and improve these practices over time.
- h. A program for sustainability to minimize the environmental impact of the Contractor's day to day operations at McCormick Place | ASM Global facilities.

Contractor shall refer to the Department of General Services Green Site and Building Exterior Management Policy, the U.S.G.B.C. LEED EB 2.0 Standard for additional Recycle information.

Additional consideration will be given to organizations which can demonstrate green and sustainable practices throughout their organization.

2.4 BASE SERVICES AND ADDITIONAL SERVICES

In general, Base Services are the normal and predictable landscape maintenance and services activity of McCormick Place | ASM Global and include all services, including labor, equipment and materials, as described herein.

Additional Service the item specifically and expressly excluded from Base Services under the Agreement. All Additional Services must be approved in advance by McCormick Place | ASM Global. The Additional Services shall be as follows:

- a. Except for plantings, including trees, installed by and still under warranty from or through the Contractor, replacement of plantings, including trees, sod and other vegetation, damaged or destroyed through no action or inaction of the Contractor. This shall include equipment, labor and material charges for such activities. This shall not include any planting installed by Contractor which fails during the season or warranty period as set forth in the Agreement.
- b. Labor, materials and equipment charges for any special projects approved by McCormick Place | ASM Global, such as special events.
- c. Labor, materials and equipment charges for new plantings approved by McCormick Place | ASM Global. Provided, new plantings shall not include the normal periodic replanting of seasonal materials.
- d. Material charges for seasonal plantings as approved by McCormick Place | ASM Global.

2.5 PERSONNEL

a. General

The Contractor shall provide competent and McCormick Place | ASM Global approved management support, both on-site and off-site, sufficient to manage the services to be provided. Such services are substantial, and should be expected to change frequently and on short notice.

The Contractor shall provide and update as needed, an organization chart and resumes detailing the key personnel (i.e. arborist, horticulturist, landscape designer/architect, superintendents, and commercial pesticide operators).

b. Staffing Requirements

The staffing levels shall be satisfactory to McCormick Place | ASM Global such that grounds maintenance is performed, at a minimum, in accordance with the attached schedules and to meet all outlined performance criteria in this Request for Proposal. The Contractor must provide designated contact persons for all hours of operation on site who must be empowered to make decisions on behalf of the Contractor which include; making assignments, managing performance, changing staffing levels, and disciplining employees. The Contractor shall be able to provide the staffing to perform additional or emergency services without affecting the quality of the base contract work.

c. Key Personnel

Contractor shall designate and as needed update a listing of its Key Personnel. Such Key Personnel shall be subject to the reasonable approval of McCormick Place | ASM Global. If any Key Personnel is changed, the Contractor shall promptly notify McCormick Place | ASM Global explaining the circumstances. Changes in assignment of Key Personnel due to commitments not related to this Agreement are prohibited without McCormick Place | ASM Global's prior approval. The Key Personnel shall include such position as McCormick Place | ASM Global may from time to time designate. Initially, and until otherwise changed by McCormick Place | ASM Global, the Contractor shall designate the following Key Personnel:

i. On Site Contractor Representative

Contractor shall at all times have a designate On Site-Contractor Representative at the McCormick Place Complex. The OSCR shall be responsible for contract administration including immediate on-site resolution of any issues and have the authority to make decisions, take actions and otherwise resolve any issues.

ii. Full Time Superintendent/Commercial Pesticide Applicator

Contractor shall a designate a Full Time Superintendent/Commercial Pesticide Applicator who shall have significant experience in landscaping maintenance; horticultural knowledge with regards to plant maintenance, installation and herbicide/fertilization application; an Illinois Pesticide Applicator's license and decision making authority.

iii. Foreman

Individual must have an Illinois Pesticide Operators licenses; an Illinois driver's license; and significant supervisory landscape maintenance and installation experience.

iv. Crews/Laborers

Each crew will consist of approximately four (4) individuals consisting of one (1) foreman and three (3) experience landscape laborers for each location; laborer's must be experienced in landscape; resumes for each individual; and the Contractor is expected to provide additional crews if additional work sites and services are required to this Agreement.

v. Arborist

Individual must have significant experience as an Arborist; certified by the International Society of Arboriculture (ISA).

vi. Horticulturist

Individual must have experience in the maintenance of comparable landscapes in scope and size; degree in horticultural science and/or landscape architecture; an Illinois Pesticide Applicator's license.

vii. Landscape Designer/Architect

Individual must have experience in designing comparable landscapes in scope and size; must have a degree in horticultural science and/or landscape architecture.

d. Subcontractors

The Contractor shall be responsible for all acts or omissions of and Sub-Contractor under this Agreement. All transactions of McCormick Place | ASM Global will be with the Contractor; Sub-Contractors will be recognized only in the capacity as agents of the Contractor. The Contractor shall have its own representative at the work site at all times when service is being performed, whether by the Contractor's or Sub-Contractor's forces.

McCormick Place | ASM Global shall have the right to approve all Sub-Contractors and the Contractor shall not make any substitution for a Sub-Contractor without the prior written approval of McCormick Place | ASM Global.

The Contractor shall require that the Sub-Contractor act as follows:

- i. Comply with all instructions issued by the Contractor.
- ii. Perform the Services In accordance with the Agreement.
- iii. Keep on hand all specifications which affect the Sub-Contractor's Service, and
- iv. Become thoroughly familiar with all provisions which may affect the Sub-Contractor's Services.

e. General Employee Expectations

Contractor understands that McCormick Place | ASM Global's facilities are visited by many people each year and that a positive appearance and courteous staff is critical to the success of McCormick Place | ASM Global's operations. The Contractor's personnel will behave in a courteous manner to the general public and exercise safe and sound business practices with the skill, care, and diligence normally shown by landscapers employed in the services required under this Agreement. Initially, and until otherwise changed by McCormick Place | ASM Global, the Contractor shall ensure conformance with the following employee expectations:

i. Training and Development

The Contractor shall implement and maintain comprehensive workforce development programs, subject to approval of McCormick Place | ASM Global, which will include formal recruitment and training programs, which are deemed adequate to attract and train a highly qualified workforce.

ii. Character of Workers

The Contractor shall employ only competent and efficient personnel. Whenever, in the opinion of McCormick Place | ASM Global any employee is negligent, careless, belligerent, rude, incompetent, obstructs the progress of the Work, acts contrary to instructions or conducts themselves improperly, the Contractor shall, upon notice from McCormick Place | ASM Global, remove the employee from the property and shall not employ the employee again for Services under this Agreement, except with the written consent of McCormick Place | ASM Global. The Contractor shall not permit any person to enter the facility or property while under the influence of intoxicating liquors or illegal controlled substances. The Contractor shall not permit obnoxious

behavior, or possession or consumption of alcoholic beverages or illegal drugs by any agent or employee of the Contractor anywhere on the site of any Work to be performed under this Agreement.

iii. Uniforms

The Contractor's employees must wear uniforms consisting of coordinated pants, shirts, t-shirts, vests and/or hats. Uniform articles are to be provided by the Contractor at their own expense. The Contractor hats must be worn with the brim facing forward and straight. Shirts must be neatly tucked into pants, and fluorescent orange vest must be worn at all times on the work sites. All attire must be consistent among employees, photo identification badges must be worn at all times while performing any services under this Agreement.

f. Confidentiality

Neither the Contractor nor anyone employed by the Contractor shall communicate with or answer questions about the Work or concerning any contractual agreement between the Contractor and McCormick Place | ASM Global with the media or general public without the knowledge and prior written approval of McCormick Place | ASM Global.

2.6 SUPPLY AND EQUIPMENT REQUIREMENTS

a. General

The Contractor shall provide all consumable supplies, fertilizers, insecticides, fuels, equipment maintenance, grub applications, chemicals, water, equipment, tools, materials, containers, vehicles, transportation, and labor. The cost of all supplies and equipment, required under this Agreement, are to be included in the Contractor's Base Price. At the time of Proposal the Contractor must demonstrate that they own or lease all equipment that will be used under this Agreement.

b. Equipment

Equipment utilized in the performance of these services must be adequate in quantity and quality to perform the services under the Agreement. The Contractor shall possess and maintain all vehicles needed to fully perform the Services. McCormick Place | ASM Global shall have the right to require additional or substitute equipment in the event it determines that the performance of Contractor is inadequate as a result of equipment deficiencies. The Contractor shall possess all customary equipment needed to perform the Services, which shall include but is not limited to the following:

- At least two (2) large capacity tankers with pumping and consumption metering capability to use in the delivery of the services. If the Contractor shall not utilize water tankers for watering the non-irrigated planters the methods proposed for watering must be detailed.
- Calibrated spraying equipment.

c. Equipment List

The Contractor must provide and update as needed, a comprehensive listing of all equipment they will use in the exercise of this proposal and specified whether it is owned or leased. If the Contractor does not possess (own, or lease) all of the equipment at the time of Proposal, the Contractor must, with its Proposal, provide complete description of equipment the Contractor anticipates owning or leasing for the Contract. The Contractor must provide documentation evidencing its ability to obtain the equipment.

d. Maintenance, Repairs and Failures

- The Contractor shall be fully responsible for all maintenance of its equipment and will keep the equipment in good operating condition at all times. In addition, the Contractor shall promptly make all repairs as needed.
- The Contractor shall be fully and solely responsible for any damage to and will safeguard all vehicles, equipment, tools and materials at all times.
- The Contractor shall pay for all service, maintenance, repairs, parts and mechanic's time required during the event Agreement term. McCormick Place | ASM Global will not be liable for any costs associated with such equipment failure or subsequent maintenance. The Contractor must repair the equipment within a maximum of two (2) hours or send a replacement for the downed piece(s) of equipment.
- The Contractor shall inspect the equipment at least once per week, regularly and systematically examine, adjust, clean and lubricate as required, and when conditions warrant, repair or replace all equipment components.
- The Contractor shall periodically examine all safety devices and governors and will keep equipment safe and presentable at all times. The exterior of the equipment will be properly maintained at all times.
- All tools and supplies necessary to execute this contract will be in safe working condition at all times.
- If a piece of equipment becomes inoperative on more than three (3) occasions, that piece of equipment must not be used for services under this Agreement. The Contract Administrator may deem the repeated failure of the Contractor to provide adequate and properly performing equipment as an Event of Default under this Agreement.
- On all vehicles used for the services of this Agreement, both vehicle doors will prominently display the Contractor's name, address and telephone number.
- Prior to use, a list of proposed vehicle and equipment types, model numbers, sizes, age must be submitted to McCormick Place | ASM Global for approval.

e. Supplies and Materials

The Contractor shall submit descriptions or samples of supplies to McCormick Place | ASM Global. McCormick Place | ASM Global shall have the right to review and approve all suppliers to ensure quality and conformance to the terms of this Agreement. Delivery of supplies may begin only after the nursery, manufacturer's technical data, or samples have been reviewed and approved by McCormick Place | ASM Global. All supplies required by law to have a certified product analysis or inspection certificates will be accompanied by documents.

All packaged products, such as fertilizers and gypsum, will be delivered to the work site in unopened, original containers, each bearing the name and address of the manufacturer, name brand or trademark number, weight, and chemical composition or analysis. Any product which becomes caked or otherwise damaged, making it unsuitable for use will not be accepted. All material will be stored so as to keep them clean, dry, and protected from damage.

McCormick Place | ASM Global shall have the right, but not the obligation to inspect all materials shall be subject to inspection by McCormick Place | ASM Global prior to use or installation. Provided, and such inspection or failure to inspect shall in no way affect any obligation of the Contractor regarding the supplies provided.

2.7 MEETINGS

Contractor shall attend periodic meetings with McCormick Place | ASM Global personnel related to the Services provided under this Agreement and Contractor's performance including quality assurance, weekly/monthly planning and review, landscape maintenance, performance review or other issues. An initial quality assurance meeting to discuss start-up issues and requirements will be scheduled prior to Agreement's execution.

- It is anticipated that, at a minimum, there will be monthly meetings, April through November, to discuss landscape maintenance issues and monthly meetings, year round as needed, that focus on horticultural issues.
- The Contractor shall have a sufficient number of management level personnel (e.g. Contractor's superintendent, horticulturist, arborist, commercial pesticide applicators, landscape architect/designer and/or operators, foreman, Sub-Contractor representative) with decision making authority available to attend meetings when scheduled.

These meetings may include any officer, agent or employee of McCormick Place | ASM Global and/or other contractors or consultants, at McCormick Place | ASM Global's discretion.

Unless otherwise agreed at any such meeting, Contractor shall submit a letter to McCormick Place | ASM Global within three (3) days following each meeting, summarizing any action required of the Contractor and the proposed schedule for action.

2.8 REPORTS

The Contractor shall submit periodic reports on such schedule (e.g. as needed, daily, monthly, annually, etc.) and in such form and with such information as may be required by McCormick Place | ASM Global from time to time. Initially, and until otherwise changed by McCormick Place | ASM Global, the Contractor shall provide the following reports to McCormick Place | ASM Global Contract Administrators:

a. Daily Maintenance Report

The Contractor shall submit a Daily Maintenance Report completed by Daily Maintenance the designated Contractor Foreman or Superintendent the same day that the work was performed at the work site. The report shall include but is not necessarily limited to the date and time work was performed, the crew that worked, and the work performed at each work site. The report must list any fertilizers, insecticides, grub applications and any other chemicals applied.

b. Plant Installation Report

The Contractor shall submit a Plant Installation Report attached to the daily maintenance report within forty-eight (48) hours after completion of planting. The report shall include but is not necessarily limited to the following:

- Details of all furnished and/or installed plants, new and replacement, quantities, types and locations.
- Details of the nursery invoices and/or tickets showing plant names and quantities.

If the report and the nursery invoices and/or tickets are not received, it will be assumed that no services were performed and no payment will be made.

c. Annual Plant Inventory Report

The Contractor shall submit a Plant Inventory Report, prior to the installation of plants, to McCormick Place | ASM Global for review and approval. The report shall include but is not necessarily limited to the following:

- A survey and inventory of plants to determine the quantity of dead and/or missing plants that is to be replaced.
- A list of the location, number, size and type (botanical and common names) of the dead and/or missing plants that are to be replaced.
- A schedule of replacement/installation dates.
- One USB drive must be provided with pictures of all planter beds that detail the location, number, size and type of plants installed per facility after the plants fill out and mature.

d. Horticulturist and Arborist Report

The Contractor shall submit a Horticulturist/Arborist Report the same day that the work is performed at the work site. The report shall include but is not necessarily limited to the date and time work was performed, the crew that worked, the work performed for each work site. Horticulturist and Arborist Reports will be completed by the Horticulturist and Arborist who has performed the work.

e. Work Data and Records

All books and accounts kept by the Contractor in connection with the Contract will be open to the inspection of McCormick Place | ASM Global. Promptly following the preparation of certified payrolls of the Contractor and of each Sub-Contractor, the Contractor shall furnish McCormick Place | ASM Global with such number as may be required of certified copies of such payrolls.

The Contractor and each Sub-Contractor shall also keep an accurate record showing the names and occupation of all laborers and workers employed by them in connection with the Work; and showing also the actual hourly wages paid to each such workers, which record will be open at all reasonable hours to the inspection of McCormick Place | ASM Global and to the Purchasing Manager and their agents or designees.

The Contractor, will at any time when required furnish to McCormick Place | ASM Global a written statement, verified by affidavit, giving the names and addresses of all persons, firms, and corporations

who have up to the date thereof furnished labor or materials in or about the performance of this Agreement, and the amounts due or to become due to said parties.

The Contractor and all Sub-Contractors will furnish McCormick Place | ASM Global with such information as they may require relating to the Services, including all information necessary to determine the cost of the Services, such as the number of workers employed, their pay, the distribution of labor into the Work item, and any other information which McCormick Place | ASM Global may require. The Contractor shall, on request, furnish McCormick Place | ASM Global with copies of delivery tickets and invoices covering all expenditures on the Contract.

2.9 WORK SCHEDULE

The Contractor shall submit the Monthly Work Schedule the last week of the month preceding the month for which the Work schedule was proposed to McCormick Place | ASM Global for review and approval. The report shall include but is not necessarily limited to an outline of weekly (Monday through Friday) inspections, locations, and Work days.

The Contractor shall be responsible for requesting information regarding the anticipated service schedules of McCormick Place | ASM Global workers and shows or other Contractors with the goal of coordinating the work with other work that may occur in an area the Contractor plans to perform services.

The Contractor must submit notification of any schedule changes to McCormick Place | ASM Global at least forty-eight (48) hours prior to any changes.

Any weekend or second shift Work will also require a forty-eight (48) hour notice and approval from McCormick Place | ASM Global.

The Contractor must adjust the Monthly Work Schedule as necessary to avoid conflicts with scheduled shows in each facility. McCormick Place | ASM Global will furnish a show schedule to the Contractor for up to three months, which is subject to change upon request and will provide updates as requested.

2.10 ANNUAL/SEASONAL PLANTING AND APPROVAL

The Contractor shall provide a landscape architect/designer to provide planting designs for each facility that include pictures of the materials that are labeled with the type of flowers (annuals) and plants that details the height they will grow to and the fullness they will grow out to and options for alternate flowers and plants upon request. The Contractor must make the seasonal planting presentation early enough (prior to January 1) to allow replacement plants to be grown upon McCormick Place | ASM Global's request as McCormick Place | ASM Global's designated Contract Administrator have the final approval for all proposed planting designs. The Contractor must provide a manifest that lists the type and quantity of all flowers and plants that will be planted in each location. If the proposed designs submitted is a cost increase or savings to McCormick Place | ASM Global from the base contract amount provided for seasonal plantings the Contractor must present the detailed costs in writing during the presentation to receive approval before proceeding with any changes. All plants must be selected or procured well in advance of the planting season in conjunction with the Using Department and Contractor.

The Summer plantings shall be included in the Contractor's base fee and are inclusive of all labor, equipment, plants and materials necessary to perform the Services. The following locations will require Summer plantings (all dimensions are approximate):

Lakeside Center		
Planter Type	Planter Size	Quantity
Large Square Planter Beds	20' x 20'	12
Planter Beds	3' x 200'	2

South Building		
Planter Type	Planter Size	Quantity
Small Round Bowls	18"	8
Medium Round Bowls	24"	5
Large Round Bowls	36"	3
Extra Large Round Bowls	72"	15
Square Planters	32" x 32"	4
Ground Beds	10' x 25'	5
Planter Beds	4' x 4'	5
Planter Beds	2' x 25'	5

West Building		
Planter Type	Planter Size	Quantity
Extra Large Round Bowls	72"	15
Large Square Planters	14' x 18'	10
Planters	5' x 8'	2
Planters	3' x 5'	8

MLK Bridge (Connecting the Lakeside Center and South Building)		
Planter Type	Planter Size	Quantity
Large Square Planters	48" x 48"	25
Small Square Planters	36" x 36"	50
North Planting Bed	1278 Square Feet	1
South Planting Bed	1980 Square Feet	1
Hanging Baskets	12" x 54"	11

a. Annual Summer Plants

The following annual flowers are to be used in the various locations, outlined above, throughout the Complex:

Type	Description	Size
Angelonia	Serena White	4 ½"
Begonia, Angelwing	Dragon Wing Red	4 ½"
Begonia, Wax	Cocktail Tequila (deep rose w/ bronze leaf)	4 ½"
Begonia, Wax	Whopper Rose w/ green leaf	4 ½"
Bidens	Bidy Gonzales 2014	4 ½"
Bidens	Bidy Gonzales Big	4 ½"
Caladium	Candidum 'Senior' White	4 ½"
Caladium	Pink Splash	4 ½"

Canna, Bulb	Richard Wallace (yellow w/ green foliage)	4 ½"
Canna, Seed	Cannova Rose	4 ½"
Coleus, Seed	Kong Rose	4 ½"
Coleus, Vegetative	Indian Summer	4 ½"
Coleus, Vegetative	Redhead	4 ½"
Coleus, Vegetative	Roaring Fire	4 ½"
Coleus, Vegetative	Rustic Orange	4 ½"
Germ, X	Caliente Rose	4 ½"
Impatiens, Exotic	Sunpatien Compact White	4 ½"
Impatiens, New Guinea	Divine Orange	4 ½"
Impatiens, New Guinea	Divine Violet	4 ½"
Ipomoea (Sweet Potato)	Ace of Spades	4 ½"
Ipomoea (Sweet Potato)	Marguerite	4 ½"
Lantana	Landmark Blaze	4 ½"
Lantana	Landmark Citrus	4 ½"
Marigold	Durango Tangerine	4 ½"
Perilla	Magilla Purple	4 ½"
Petunia, Seed	Easy Wave White	4 ½"
Petunia, Vegetative	Supertunia Vista Fuchsia	4 ½"
Rudbeckia	Tiger Eye Gold	4 ½"
Salvia	Victoria Blue	4 ½"
Strobilanthes	Persian Shield	4 ½"
Verbena, Trailing	Lanai Royal Purple w/ eye	4 ½"
Verbena, Trailing	Lanai Twister Pink	4 ½"
Zinnia	Profusion Dbl. Deep Salmon	4 ½"
Zinnia	Uproar Rose	4 ½"
Zinnia	Zahara Double Cherry	4 ½"
Grass	Pennisetum x a. 'Rubrum'	Gallon
Grass	Pennisetum p. 'Prince'	Gallon
Grass	Pennisetum p. 'Princess Caroline'	Gallon
Grass	Pennisetum s. Green Fountain Grass	Gallon
Croton	Petra	3 Gallon

Any substitutions for flowers and/or plants identified above must be reviewed and approved by the McCormick Place | ASM Global Contract Administrator.

Seasonal Planting for Spring, Fall and Winter shall not be included in the Contractor's base price. McCormick Place | ASM Global reserves the right to request plantings for these Seasons on an as-needed basis. Proposers will be required to include pricing for each season by location in Required Form G – Proposed Pricing and Fee Structure.

2.11 SERVICE DAYS AND HOURS

a. Primary Work Days

All work will be performed Monday through Friday. Any weekend or second shift work will require prior approval by McCormick Place | ASM Global. Services under this Agreement will be primarily conducted Monday through Friday, during daylight hours (e.g. 6:00 a.m. through 6:00 p.m.).

The Services to be performed on weekends, holidays or during non-daylight hours, that is part of the Routine Scheduled Monthly Maintenance, must be approved by McCormick Place | ASM Global, prior to the Services being performed and will be at no additional cost to McCormick Place | ASM Global.

Any Services to be performed on weekends, holidays or during non-daylight hours, that is **not** part of the Routine Monthly Maintenance, will be performed based on such schedule as may be approved by McCormick Place | ASM Global.

b. Minimum Site Visits

The Contractor's landscape crew must visit each location a minimum of once per week, based on seasonal requirements, or as directed by McCormick Place | ASM Global as indicated in the work item descriptions for all locations that are covered under Routine Monthly Maintenance. If the Contractor does not meet the minimal number of visits per location per month without direction from McCormick Place | ASM Global; McCormick Place | ASM Global may reduce compensation in an amount equal to the number of monthly visits missed, divided by the minimum number of visits required that month multiplied by the quoted price.

c. Scheduling Service Days

McCormick Place | ASM Global recognizes that there are seasonal services. To this end, McCormick Place | ASM Global requires that Services under this Agreement be performed at such times and under such conditions that promote the health and longevity of all plants in areas worked in.

The Contractor shall submit a schedule to McCormick Place | ASM Global, of all Routine Monthly Maintenance to be performed. This Routine Monthly Maintenance schedule and any changes thereto shall be subject to the prior approval or modification by McCormick Place | ASM Global to ensure conformance with the terms of the Agreement.

d. Unfinished Work

Work not completed when scheduled will be completed as promptly as possible (next day in most situations) to avoid an unfinished appearance and not compromise any remaining scheduled days.

If additional personnel are required in order to complete scheduled services, Contractor shall add such additional personnel in order to meet completion dates and maintenance schedules.

Any unfinished Services to be performed on weekends, holidays or during non-daylight hours, that is part of the Routine Monthly Maintenance, must be approved by McCormick Place | ASM Global prior to performance of work and will be at no additional cost to McCormick Place | ASM Global.

e. Rescheduling Work

Work may be rescheduled at McCormick Place | ASM Global's discretion. Work other than routine monthly maintenance, will be performed by a separate and distinct crew and will not interfere with the routine monthly maintenance.

2.12 RESPONSE TIME

The Contractors designated Management Level Contact Person will be available Monday through Saturday, 8:00 a.m. - 5:00 p.m. to accept radio, telephone and e-mail from McCormick Place | ASM Global. Acknowledgment is

required within one (1) hour of an initial call. Follow-up action is required within twenty-four (24) hours of initial call.

2.13 COMMUNICATION

The Contractor shall furnish a twenty-four (24) hour telephone number of two (2) responsible and knowledgeable supervisors or employees who have been assigned to this Agreement who can be reached at any time. In addition, the Contractor shall furnish a twenty-four (24) hour emergency telephone of two (2) responsible members or employees of their firm who can be reached in times of emergency resulting out of or in connection with the services performed under this Agreement. The Contractor and key personnel will maintain daily communication with participating Contract Administrators for each location.

If at any time during the performance of services there arises an unforeseen problem, not specifically addressed in the detailed specifications, where the Contractor shall require verbal direction from McCormick Place | ASM Global, then the verbal direction from McCormick Place | ASM Global will be documented on the Daily Work Reports, as described in the provision entitled Project Materials, Data and Records, of the Detail Specification of this Agreement.

McCormick Place | ASM Global will provide confirmation of the verbal direction within forty-eight (48) hours via e-mail.

The Contractor's written communications will either originate by or be countersigned by the Contractor or a duly Authorized Representative.

2.14 GENERAL CONFORMANCE WITH APPLICABLE LAW

The Contractor, its agents, employees, material suppliers and Sub-Contractors, will perform all work required in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and Sub-Contractors, are required to maintain compliance with applicable local, state, and federal regulatory requirements pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), and the Environmental Protection Agency (EPA), where applicable.

2.15 ENVIRONMENTAL CONTROL

In performing the work under this Agreement, the Contractor must become thoroughly familiar and comply with all Federal, State and local statutes, ordinances, rules, regulations, orders, decrees, and directives ("Environmental laws") with respect to the elimination of excessive noise and pollution of air and water and the handling of hazardous wastes or materials due to the Contractor's work and other operations. The Contractor must also reduce the noise, dust, smoke and fumes from heavy equipment and other operations on the work site and created by heavy truck operations over City streets. In accordance with these Environmental laws and orders of the Authority, the discharge of oily, greasy and chemical wastes into waterways and City sewers will not be permitted

2.16 PERMITS AND FEES

Whenever the Work requires the obtaining of permits from the City of Chicago or other public authority, triplicate copies of such permits will be furnished to McCormick Place | ASM Global by the Contractor hereunder before the Work covered thereby is started, all in accordance with the terms and conditions of this specification.

The special use of or removal, alteration, or replacement of certain Authority owned facilities and appurtenances, such as signs, trees, and fences which will be required as a consequence of the Contractor's Work will be subject to the applicable municipal ordinances. *It will be the Contractor's responsibility to obtain all the necessary permits and*

licenses necessary to carry out the work described in this contract and pay all associated fees at their own expense. Copies of such permits will be furnished to McCormick Place | ASM Global by the Contractor before the Work covered is started. **NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.** No payment will be made for Work performed without the required permits, unless authorized by McCormick Place | ASM Global. Information with regard to the above may be obtained by contacting the following City departments:

a. Department of Streets and Sanitation

In accordance with Section 10-32-060 et seq. of the Municipal Code of Chicago, the Contractor is required to obtain a permit from the Bureau of Forestry when transplanting, planting, trimming, spraying, or in any way affecting the general health or structure of trees in the public way. There is no fee for this permit; it must be obtained from the Bureau of Forestry.

Forty-eight (48) hours prior notice is required for all activities affecting the general health or structure of trees in the public way.

b. Department of Water Management

If water from a City hydrant is necessary for the performance of the Work, the Contractor, with the approval of the Using Department, will be required to obtain a hydrant permit from the Department of Water.

c. Department of Transportation

If equipment is necessary to the execution of the Work, the Contractor, with the approval of the Using Department, will be required to obtain a permit from the Department of Transportation to operate equipment in the Public Way from the Department of Transportation.

There will be no separate fee reimbursement in connection with all the above Permits and Fee requirements and all costs therefore will be considered as incidental to the Work.

2.17 SAFETY

Contractor shall be solely responsible for establishing and maintaining safe conditions related to the provision of Services.

Anything that is damaged by the Contractor shall be replaced and/or repaired at the Contractor's expense to the satisfaction of McCormick Place | ASM Global. Particular care will be taken to locate and avoid irrigation lines prior to installing plant material.

Minimum requirements of the Contractors accident prevention program include, but are not limited to the following:

- An inspection or walk-through the worksites to identify potential hazards and to determine what actions/activities have been or, should be conducted towards the correction of those hazards.
- A training program that includes safety and the identification of worksite hazards.
- Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating-procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).

- Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to Authority equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident is promptly reported to Contractor management.

The Contractor and Sub-Contractors must comply with said requirements, standards, and regulations, as required; and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers. The Contractor and Sub-Contractors will directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties, which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to order of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Agreement. Such act and rules and the applicable parts thereof will be considered as part of this Agreement.

2.18 SAFETY DATA SHEETS

Safety Data Sheets (GHS Format) must be submitted with this proposal for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The delivery, storage, handling, and use of the substances must comply with all applicable regulatory requirements at all times. The Contractor must also furnish Safety Data Sheets at the time the materials are delivered. The Contractor, its agents, employees, material suppliers and Sub-Contractors, handling the substances in any way, must be familiar with and follow safe practices pertaining to the use of the materials at all times. The Contractor shall furnish an SDS for each item contained in the releases against this Agreement with the delivery of those materials.

2.19 PUBLIC CONVENIENCE

To the extent practical, Services under this Agreement will be so conducted as to cause a minimum of dust, noise, and inconvenience to the normal activities of McCormick Place | ASM Global and the occupants of property and buildings in the vicinity of the Work. The Contractor is responsible for conducting operations in such a manner as to minimize debris left on the public way and must provide clean up as required by McCormick Place | ASM Global. Whenever McCormick Place | ASM Global determines any type of operation constitutes a nuisance, the Contractor must, immediately, proceed to conduct its operations in an approved manner.

McCormick Place | ASM Global may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

2.20 UNAUTHORIZED CHEMICAL APPLICATION

The Contractor shall not apply any unauthorized chemical materials or make unscheduled applications. If the Contractor does apply unauthorized chemical materials, or make unscheduled applications, the Contractor is responsible for all damages and replacement and/or clean-up of all damaged areas, plants, flowers, etc. caused by such unauthorized application or unscheduled application.

2.21 QUANTITIES

Any quantities or time restrictions shown on the Proposal Pages are estimated quantities for the initial twelve (12) month contract period. McCormick Place | ASM Global reserves the right to increase or decrease quantities and to add or delete locations serviced under this contract. Nothing herein will be construed as an intent on the part of McCormick Place | ASM Global to procure other than those determined by the participating Using Departments for each location to be necessary to meet their needs.

McCormick Place | ASM Global will be obligated to pay for only the quantities of services that are performed and accepted on purchase order releases issued directly by the Purchasing Department.

2.22 VISITING WORK SITE(S)

The Contractor must visit the site of the proposed work and become thoroughly familiarized with the location and conditions which will be encountered and which will affect the proposed work. No additional allowance will be granted because of lack of knowledge of such conditions.

Such an examination of the work sites will be presumed upon execution of the contract and will constitute the Contractor's acceptance of all site conditions, within reason, as determined by McCormick Place | ASM Global.

2.23 ADDITIONAL SERVICES

Any Services or site(s) not specifically listed herein may be added to this contract if they fall within the scope of services as indicated herein.

McCormick Place | ASM Global will notify the Contractor in writing of the work site(s) which requires maintenance services and request a written price proposal for the additional Services. Such Services and work site(s) may be added to the contract only if the prices are competitive with current market prices and said addition of work site(s) are approved by McCormick Place | ASM Global by the issuance of a purchase order for the Additional Services. McCormick Place | ASM Global reserves the right to seek competitive pricing information on said work site(s) from other suppliers and to procure Comprehensive landscape Services in a manner which serves the best interest of McCormick Place | ASM Global.

When Additional Services are sought, the contractor shall provide McCormick Place | ASM Global with a quotation for such Additional Services. Any claimed Additional Services performed without a prior executed purchase order, are entirely at the Contractor's risk and the Contractor releases McCormick Place | ASM Global from any liability whatsoever to pay for any Additional Services performed prior to issuance of the fully executed purchase order.

For clarification and without modification of the definition set forth in the Agreement, and excluding items under warranty or damaged by Contractor, Additional Services generally include additional floral plantings as requested by McCormick Place | ASM Global, above and beyond the planted areas currently in existence in the base contract or not offset by reduction or elimination of existing locations; replacing dead/damaged trees, shrubs, turf sections larger than a 2' X 2' section, perennials, annual, replacement, or repair of decorative landscape pavers; irrigation system repairs to the tubing, pumps, time clocks, replacement of sprinkler heads and installation/replacement of mesh in planted areas for pest control. Provided, and without limitation to other commitments, any planting, tree, shrub, turf and any other items that dies or becomes damaged due to insufficient care by the Contractor shall be replaced at no additional cost to McCormick Place | ASM Global.

2.24 REDUCED SERVICES

Any Services may be reduced or eliminated by McCormick Place | ASM Global. The Contractor agrees that any such reduction shall entitle McCormick Place | ASM Global to a proportional reduction in fees under the Agreement.

McCormick Place | ASM Global will notify the Contractor in writing of the Services to be reduced or eliminated and the parties agree to negotiate in good faith regarding an appropriate reduction in fees.

2.25 SUSPENSION OF WORK

McCormick Place | ASM Global has the right, but not the obligation, to suspend the Contractor Services wholly or in part, for such a period of time as he may deem necessary. No additional compensation will be paid to the Contractor because of any costs caused by such suspension.

2.26 UTILITIES

The Contractor shall be responsible for location of all utilities prior to installation of plants and trees. Notification of Chicago Utilities Alert Network (Digger) or Joint Utility Locating Information for Excavators (JULIE) is required for all planting sites. The Digger verification for each address will be included in reports.

2.27 WATER USAGE

Water and facilities for obtaining water for sanitary purposes, drinking and for all other purposes will be provided by and at the expense of the Contractor. Connections for water cannot be made to the City's fire hydrants without express written approval by McCormick Place | ASM Global.

If water from a City hydrant is necessary to the execution of the Work, the Contractor, with the approval of McCormick Place | ASM Global, will be required to obtain a hydrant permit from the Department of Water. (See **Section 2.16** regarding Permits and Fees) The Contractor shall be required to use a tanker to water the worksites when requested by McCormick Place | ASM Global.

2.28 GENERAL RIGHT TO ENFORCE

McCormick Place | ASM Global shall have the right, but not the obligation, to monitor activities of the Contractor and to otherwise inspect Services and enforce the provision of the Agreement. In particular, McCormick Place | ASM Global may inspect the Service or Work Site at any time to determine if Contractor is performing Services in conformance with the provisions of this Agreement. In the event a deficiency is noted, McCormick Place | ASM Global shall provide the Contractor with notice. Contractor shall promptly, within 24 hours, institute steps to correct the deficiency as soon as practical. Contractor shall diligently work to correct the deficiency to the satisfaction of McCormick Place | ASM Global. In the event the Contractor believes that the notice of deficiency is incorrect or in error, Contractor shall within 24 hours of such notice provide a detailed written response. The parties shall confer in good faith to resolve any disagreements. Any deficiency that is not promptly corrected, or which occurs more than two (2) times in a twelve (12) month period, shall result in a \$100.00 deduction per incident from the Contractor's subsequent monthly invoice.

2.29 DETAILED SERVICES DESCRIPTION

Service specified under this Section may or may not take place within the months specified. Weather conditions, McCormick Place | ASM Global events and other factors may delay certain aspects and may expedite others. The schedule shall be subject to approval of McCormick Place | ASM Global and may change depending on weather conditions. The Contractor shall coordinate the Services with McCormick Place | ASM Global personnel as well as other vendors, suppliers, Sub-Contractors and Contractors at the Worksites.

a. Weeding

Control weeds in all areas by pulling entire plant and roots. Disturbed areas *will* be raked level and mulch adjusted. Remove weeds as often as needed from all landscaped and hardscaped areas, around irrigation

boxes, fire hydrants, light poles, traffic controllers, along curb lines (Curb line width will be defined as inside of curb to where the curb meets the road surface), carriage walks, traffic dividers, and drain holes. Remove weeds around planters in concrete seams, cracks, or in and around all hardscape elements.

No roto-tillers will be used in any bed. All weeds will be removed and legally disposed of offsite.

The use of Round-Up & Round-Up type products followed by weed whipping around non-landscape elements may be allowed. Planting beds and turf areas may require the use of pre-emergent and post emergent herbicide. All services must have prior approval of McCormick Place | ASM Global.

Any use of chemical controls without prior written approval of McCormick Place | ASM Global may result in the assessment of reduction in compensation.

b. Litter Removal

Remove litter and other debris, including cigarette butts, plastic bags, and paper from all pre-determined areas including but not limited to plants, shrubs, and trees areas a minimum of once (1) time a week at an appropriately spaced interval/ twelve months of the year. All drain inlets and weep holes will be kept clean and draining freely. All weep holes will be inspected once a month beginning with the commencement of the contract. Any problems are to be noted on the Daily Maintenance Form and McCormick Place | ASM Global is to be informed immediately. No debris will be left overnight, on weekends, or during holidays. The Contractor shall inform McCormick Place | ASM Global of any rodent activity observed. The Contractor shall instruct his/her staff not to disturb any bait placed within the landscaped area for rodent control. Furthermore, any dead rodents will be removed by the Contractor. Objects too large to remove by hand will be removed by the Contractor using equipment approved by McCormick Place | ASM Global. All equipment, labor and material necessary to remove large objects will be considered incidental to this item.

c. Traffic

Contractor is responsible for all Traffic Control and Protection, which includes, but is not limited to the placement of barricades and warning signs for the required lane closures. Pedestrian Sidewalk Control will consist of installing, maintaining, and removing necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during all work. Barricades will be placed on all closed sidewalk and roadway sections.

d. Transplanting

Transplanting/dividing of perennials and bulbs will be considered incidental to Landscape Maintenance. The transplanting of shrubs in order to make space for new plant material will be considered incidental. Dividing and transplanting of various perennial specials will also be considered incidental to the contract. The Contractor may be required to relocate plant material from one location to another within a reasonable distance at no additional charge to McCormick Place | ASM Global.

e. Period of Establishment

All new plantings must undergo a thirty (30) calendar day period of establishment. Supplemental watering will be performed at least once every seven (7) days for four weeks following installation or as required. Water will be applied at a rate of two (2) gallons per sq. ft.; should excess moisture prevail, the Horticulturist may delete any or all of the additional watering cycles. In severe weather, the Horticulturist may require additional watering.

f. Flower and Foliage Care

The objective is to have all plants performing in peak condition, and to have a pleasing and orderly appearance.

i. Bulbs

Remove 1/3 of Spring flowering bulb foliage after blooms have finished or as directed by McCormick Place | ASM Global. Transplant bulbs in the Spring at the direction of McCormick Place | ASM Global. Payment for the installation of Spring flowering bulbs will be fifty percent (50%) at the time of installation and fifty percent (50%) at time of bloom.

ii. Annuals

Deadhead, dead leaf, stake and pinch back plants as needed, or as directed by McCormick Place | ASM Global. Fertilize annuals once a month with a liquid fertilizer mixture, as recommended by the manufacturer or as directed by McCormick Place | ASM Global, to maintain peak appearance. Apply a Bio-stimulant approved by McCormick Place | ASM Global twice per season as recommended by the manufacturer. Do not allow seed heads to form unless directed or for winter interest or for reseeding. Mulch all annuals once they have reached sufficient size with pine bark fines, or at the direction of McCormick Place | ASM Global. Payment for the installation of Summer annuals will be fifty percent (50) at the time of installation and fifty percent (50%) one month following installation. All seasonal annual areas shall be cleaned (cutting back and/or removal of dead plant material) at the end of the season and mulched as required. All plant material shall be maintained in a disease and insect free manner. All areas shall be kept free from weeds at all times. All plant material shall be groomed as required to maintain peak appearance. Any plant material requiring replacement shall be replaced immediately by the Contractor.

iii. Perennials

Routinely groom plants, deadhead spent flowers and remove browned leaves. Pinch back and stake plants as needed or as directed by Authority. Do not allow seed heads to form unless as directed or for winter interest. Divide perennials and transplant at the direction of McCormick Place | ASM Global. Apply a Bio-stimulant approved by McCormick Place | ASM Global twice per season as recommended by the manufacturer. Payment for the installation of perennials will be fifty percent (50%) at the time of installation and fifty percent (50%) one month following installation. All perennial areas shall be cleaned (cutting back and/or removal of dead plant material) at the end of the season and mulched as required. All plant material shall be maintained in a disease and insect free manner. All areas shall be kept free from weeds at all times. All plant material shall be groomed as required to maintain peak appearance. Any plant material requiring replacement shall be replaced immediately by the Contractor.

iv. Shrubs and Trees

Routinely remove fallen or discolored leaves from shrubs and pick up twigs, branches and debris. Inspect and trim trees and shrubs per the schedule incorporated within this specification unless otherwise directed by McCormick Place | ASM Global. Remove all dead, diseased, or crossed branches from trees and prune shrubs at the appropriated time so as not to interfere with blooming periods of the current season and subsequent seasons. Root water all trees and shrubs as required by weather conditions. Inspect trees and shrubs a minimum of (1) time every two (2) weeks and note findings on the Weekly Inspection form. All trees and shrubs shall be pruned as needed to assure optimal health and appearance. This work shall be performed under the direct supervision of a Certified Arborist. All dead, damaged and crossed branching shall be appropriately dealt with in a timely manner. Any disease problems shall be dealt with expediently.

Trees and shrubs requiring straightening and staking from growing characteristics, will be straightened as directed by McCormick Place | ASM Global. The method of staking and or guying will be approved prior to installation by McCormick Place | ASM Global. Installation will be as recommended by the manufacturer. The cost of straightening, staking and guying will be incidental to the cost of this pay item. Trees which require to be straightened as a result of major storm damage will be paid for as contingency and will require response by the Contractor within twenty-four (24) hours of such occurrence.

v. Tree Pruning

This item of work consists of furnishing all labor, material and equipment required to provide complete tree pruning services for all trees located at various landscaped areas as designated by McCormick Place | ASM Global. The work includes but not exclusive to pruning, thinning, and training, for appearance, health and safety of the trees.

This item is interchangeable with pruning required under monthly landscape maintenance. Rather this item also addresses pruning needs of established trees that have been in the ground over five (5) years and require extensive pruning. Casual pruning to remove a limited number of damaged limbs will be considered incidental to monthly maintenance.

McCormick Place | ASM Global will review plantings with the Contractor monthly to determine the need for pruning. All pruning will be performed by trained staff and supervised by an Arborist and will conform to the ANSI A 300 specifications for pruning and ANSI specifications Z 133.1 for safety. Use clean implements, disinfecting between each cut, if necessary. All material resulting from pruning operations will be removed and disposed of off-site in accordance to Article 202.03.

All tree care including pruning, thinning, staking, and training, for appearance, health and safety will be provided by the Contractor's Arborist. Tree installation and removal will be supervised on site by the Arborist. A Bureau of Forestry permit is required for all tree work, the cost of permits will be considered incidental to this item. Annual pruning of tree branches will be done April 1 to 15, and October 15 to November 30, when trees are dormant.

No tree climbing spikes will be used. Arborist will use a lift for pruning in tree canopies to avoid stepping on other plantings. All lifts and equipment required for pruning shall be considered incidental and will be provided by the Contractor at no additional cost.

The Contractor shall use the collar-cut method that promotes proper wound healing. Flush cuts, pruning paints or tars are unacceptable. The Contractor shall prune heavily, as directed by McCormick Place | ASM Global, to thin growth to allow for better air movement and light penetration.

In addition, pruning will remove diseased branches and twigs, branches that present a hazard to vehicular traffic, deadwood, split limbs, crossing branches, suckers, water sprouts, stubs, and improper cuts from former pruning. Do not cut the leader (central, highest branch) unless severely diseased or damaged. All pruning will maintain the natural form and characteristics of each tree unless otherwise directed by McCormick Place | ASM Global.

Any other tree care found to be necessary including but not limited to root pruning, spraying, and injecting will be provided by the Contractor's Arborist and will be incidental to this Agreement. Pruning will continue throughout the season as directed by McCormick Place | ASM Global.

All tree pruning, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

g. Soil Moisture Monitoring of Landscaped Areas

The Contractor is responsible for monitoring moisture is all work sites in order to adjust irrigation and hand-watering. These beds include irrigated and non-irrigated landscaped areas. The Contractor shall be responsible for the adjustment of all irrigation controllers, as well as the scheduling of all other watering. **Any supplemental watering required in irrigated areas and non-irrigated areas due to poor coverage will be considered incidental to landscape maintenance and is part of the base Contract Price.**

Using a probe or moisture meter, monitor the plant root balls and surrounding soils of each work site to assure consistent and adequate moisture content in each planter and turf section. Pay special attention to insure annuals have adequate moisture.

During the Spring (April 15 to May 31) and Autumn (September 15 to October 15) monitor landscaped areas a minimum of once per week.

During Summer (June 1 to September 15) or when daytime temperatures exceed ninety (90) degrees for more than two (2) consecutive days, monitor each location a minimum of twice per week.

Submit all moisture monitor readings on the Landscape Inspection Report (included in this Agreement).

The Contractor shall immediately notify McCormick Place | ASM Global of excessive moisture or drought conditions. Any supplemental watering required in irrigated locations and non-irrigated locations will be incidental to Landscape Maintenance pay items and included in this base Contract. Supplemental watering of newly installed plant material or turf until established will be incidental to the cost of installation and included in this base Contract.

At the discretion of McCormick Place | ASM Global an approved wetting agent or Bio-Stimulant will be applied to those locations exhibiting problems with surface tension. All associated cost will be incidental to maintenance line items.

Supplemental watering of newly installed plant material will be incidental to the cost of installing these materials. It is the responsibility of the Contractor to assure not plant material is lost due to lack of water. Any loss of existing or newly installed plant material determined by McCormick Place | ASM Global to be due to lack of water will be the responsibility of the Contractor to replace at no additional cost to McCormick Place | ASM Global.

h. Watering Semi-Irrigated Landscaped Areas

Description

This service consists of supplying all equipment and labor necessary to apply water on landscaped areas and planters that have non-automated irrigation systems typified by the presence of ground hydrants or quick couplers, hose bibs, or on sites as directed by McCormick Place | ASM Global, watering activities will be directed at planting beds, turf and trees.

General Requirements

All watering will be based on monitoring soil moisture and plant needs. Any signs of stress exhibited by plant material will be given special consideration in determining water needs.

Water to insure that moisture penetrates throughout the root zone, including the surrounding soil, and only as frequently as necessary to maintain healthy growth. **Do not over water.**

The Contractor shall be required to furnish all quick couplers, hose, hose reels, sprayers and all other equipment for watering. The pick-up, installation and use of such equipment will be considered incidental to this item.

The Contractor shall submit and adhere to a watering schedule. McCormick Place | ASM Global will review watering needs with the Contractor to determine the frequency (days per week) the landscaped and turf areas are to be watered, but the Contractor has sole responsibility for all watering needs.

It is the Contractor's responsibility to supply and/or obtain all equipment as necessary to access and apply water including quick coupler keys, hoses, nozzles etc.

It is the Contractor's responsibility to monitor the soil moisture content at all semi-irrigated and non-irrigated landscape work sites. **Monitoring of soil moisture and the act of watering semi-irrigated and non-irrigated landscaped areas or planters will be considered incidental to LANDSCAPE MAINTENANCE.**

Watering Methods

The Contractor shall water plants to promote healthy growth and ensure that the soil is saturated thoroughly to a minimum depth of twelve (12") unless monitoring indicates the need for more or less water.

Water immediately if plants begin to wilt, or if top one (1") to two inches (2") of soil is dry. Avoid frequent, light water applications.

Water will be applied in such a manner so as not to damage plant material. Water will trickle slowly into soil and completely soak the root zone. An open end hose is unacceptable.

Water early in the day and apply water as close to soil as possible without washing out soil or mulch. Keep water off plant leaves as much as possible to minimize fungus problems. Thoroughly saturate all areas of planter soil within the bed, not just individual plants.

Water beds at a rate of approximately one (1) gallon per square foot. Apply extra water to raised or bermed ornamental trees and shrubs.

Any damage to plant material due to incorrect watering will be corrected or replaced at the Contractors expense, to the satisfaction of McCormick Place | ASM Global.

All watering will be included in the Landscape Maintenance Report and will be submitted to McCormick Place | ASM Global on a daily basis. The report will be faxed or delivered to the Contract Administrator for each facility. If the Landscape Maintenance Reports are not received within twenty-four (24) hours, it will be assumed that no services were performed and no payment will be made.

i. Watering Non-Irrigated Landscaped Areas

Description

This work consists of supplying and applying water within landscaped area, raised planters, planter or hanging baskets that does not have an automated irrigation system or at sites as directed by McCormick Place | ASM Global. Watering is to occur from April 1 to November 30 as needed or as directed by McCormick Place | ASM Global.

General Requirements

All watering shall be based on monitoring soil moisture and plant needs. Any signs of stress exhibited by plant material shall be given special consideration in determining water needs.

It is the Contractor's responsibility to monitor the soil moisture content at all semi-irrigated landscape locations. Monitoring of soil moisture shall be considered incidental to LANDSCAPE MAINTENANCE and is included in the base pricing.

Water is to insure that moisture penetrates throughout the root zone, including the surrounding soil, and only as frequently as necessary to maintain healthy growth. **Do not over water.**

Water hanging baskets until excess water begins to run out of the drain holes to assure thorough watering.

McCormick Place | ASM Global may review watering needs with the Contractor to determine the frequency (days per week) the landscape areas are to be watered. It is the Contractor's responsibility to monitor moisture conditions and to see that watering is performed as required.

It is the Contractor's responsibility to obtain an adequate water supply for the project site. Water furnished for application shall be free from oil, acid, alkali, salts, or other impurities harmful to the best development of plant material.

Water shall be dispensed using an approved water source locations.

Watering of non-irrigated landscaped areas shall not be performed between the hours of 10:00 AM and 1:00 AM within McCormick Place | ASM Global locations during occupancy dates.

Watering

The Contractor shall water plants to promote healthy growth and ensure that the soil is saturated thoroughly to a minimum depth of twelve (12) inches unless monitoring indicates a need for more or less water.

Water immediately if plants begin to wilt, or the top one (1) inch to two (2) inches of soil is dry. Avoid frequent, light water applications.

Water with a hand-held soaker attachment wand. Water shall trickle slowly into soil and completely soak the root zone. An open end hose is unacceptable.

Water early in the day and apply water by the holding water wand as close to soil as possible without washing out soil or mulch. Keep water off plant leaves as much as possible to minimize fungus problems. Thoroughly saturate all areas of planter soil, not just individual plants.

Water beds at a rate of approximately one (1) gallon per square foot. Apply extra water to raised or bermed ornamental trees and shrubs.

Any damage to, decline, or death of plant material due to incorrect watering shall be corrected, replaced and paid for at the Contractor's expense to the satisfaction of McCormick Place | ASM Global.

j. Seasonal Services

The seasonal schedules listed below are a good faith estimate of services required and any services routinely provided for landscape and ground maintenance and which are not individually listed shall be considered incidental to the Agreement and will not be considered as an Additional Services.

i. Syringing Plants/Flushing Beds (April 1 – May 1)

The objective of syringing (washing) plants and flushing beds is to reduce damage from winter salt.

Early Spring, when temperatures are anticipated to remain above thirty-five (35) degrees Fahrenheit for a minimum of twenty-four (24) hours and the threat of a snowfall and road salting has diminished, wash all plant material with in planting beds with a gentle spray of water to remove accumulated salt on stems, bark, and crowns.

Flush beds between April 1 to MAY 8, by applying sufficient water two (2) to three (3) times for a period of one (1) week to flush salts from mulch, beds, and soil.

Submit a schedule for this work to McCormick Place | ASM Global Contract Administrator for each location for approval no less than one week prior to the commencement of the work.

Syringing plants/flushing beds will be included on the Landscape Maintenance Report and will be submitted to McCormick Place | ASM Global. This report will be emailed or delivered to McCormick Place | ASM Global's Contract Administrator for the facility. If the Landscape Maintenance Report is not received, it will be assumed that no work was performed and no payment will be made.

ii. Spring Clean-Up (April 1 - May 1)

In early April remove all dead stems and leaves and other debris from perennials, vines, shrubs and ground covers. Trim dead tips of vines and ground covers. Cut back ornamental grasses to six inches (6") in height. Cut down any perennials left up over the winter to a height of six inches (6") or less and remove any dead leaves around the crowns of the plants.

Rake beds free of accumulated debris, dead leaves, and other material, leaving mulch in place and being careful not to damage emerging bulb foliage and flowers. Rake back any mulch that covers plant crowns.

After bulb flowers have faded, band or fold bulb foliage, tucking it under surrounding plants. During May 15 to June 30, or as directed by McCormick Place | ASM Global, remove all bulb foliage, once it has completely died back, by cutting the foliage to the ground.

All planters, capstones, walls and surrounding pavement areas are to left clean and swept of all debris.

- Do site visits to determine tree pruning and spraying required for the upcoming year.
- Perform tree pruning in early April as required.
- Remove all dormant plant material, accumulated debris throughout all landscaped areas.
- Measure all turf areas damaged by the winter snow and present a proposal to re-sod all salt or snow plow damaged areas with contract rates. A separate purchase order will be issued when the proposal is accepted.
- Monitor and care for all planter beds planted with perennials such as daffodils and tulips.
- The beds with perennials such as daffodils and tulips must be maintained until the plants become dormant. When any plants are pulled or are replaced new compost must be added. All associated costs will be considered incidental to the Contract.
- Mulching of all tree rings must be done. Spade the edging of bed liners and remove waste products.
- Start mowing turf when necessary and coordinate a fixed day schedule for mowing services with McCormick Place | ASM Global. Mowing services include, but are not limited to: liter removal on landscaped grounds, weeding all beds including shrub beds, paved areas and edging of curbs as necessary at a minimum of once a month. Perform tilling of all annual beds, tulip beds and edging all bed lines.
- Perform all start up work required for the irrigation system. Present a proposal to repair or replace any lines or sprinkler heads that are not covered under the base contract. Minor repairs and adjustments of sprinkler heads will be considered incidental to the Contract. A separate purchase order will be issued when the proposal rates are accepted.
- Perform any necessary minor repairs to brick paver walkways, which will be considered incidental to the Contract. Present a proposal for any extensive replacements or repair work required for brick paver walkways. A separate purchase order will be issued when the proposal rates are accepted.
- Perform all services required for setting up the irrigation systems and performing manual watering for all landscaped areas and planter beds with or without irrigation systems as necessary.

iii. Summer Season (May 2 – October 14)

The Contractor is required to perform all seasonal plantings and maintenance required for all landscaped sections and planter beds located throughout the facilities as necessary. The Contractor shall be the sole party responsible for all plantings, maintenance, irrigation systems and watering to maintain all facilities with award winning standards.

- Perform all services required for maintaining the irrigation systems and performing all watering required for all landscaped areas and planter beds with or without irrigation systems as necessary.
- Perform weekly mowing services as required and maintain all turf and planter beds to be weed free.

- Complete all tilling of annual beds to have them ready for plantings.
- Installation of the summer annuals should begin approximately May 12th if the weather is favorable and should try to finish before Memorial Day weekend if possible. Coordinate the planting schedule with McCormick Place | ASM Global and annual growing Contractor.
- Install a fertilizer and or weed control sometime in May and obtain advance approval from McCormick Place | ASM Global before the applications are applied and provide copies of the S.D.S. sheets to McCormick Place | ASM Global.
- Monitor all turf and planter sections weekly for disease, insect and weed problems.
- The irrigation system(s) should be observed weekly for any problems and proposals should be submitted for large repairs required for the pumps, time clocks, controls, piping and sprinkler heads as necessary. A separate purchase order will be issued when the proposal rates are accepted.
- Install a fertilizer and/or weed control sometime in July and obtain advance approval from McCormick Place | ASM Global before the applications are applied and provide copies of the S.D.S. sheets to McCormick Place | ASM Global.
- Install a fertilizer and or weed control sometime in September and obtain advance approval from McCormick Place | ASM Global before the applications are applied and provide copies of the S.D.S. sheets to McCormick Place | ASM Global.
- Hedge pruning and shearing must be performed as needed.
- Starting in approximately October maintain all landscaped areas free of fallen leaves, debris and dormant plant materials on a weekly basis with the mowing schedule. On a weekly basis start monitoring the annual's health and as the annuals are finishing their life cycle, they need to be pulled out and hauled away. When large enough annual beds have been cleared, compost needs to be added to the beds as necessary. The Contractor must compost all fallen leaves and plant materials removed.
- Install grub applications to turf areas as necessary to ensure they will not be damaged.

iv. Fall Clean-Up (October 15 - November 15)

All clean up work will start October 15 to depending upon weather conditions and condition of plant material. All work must be completed by the end of November 15, depending upon the weather conditions and the condition of plant material. Annuals preventing the installation of bulbs will be removed prior to the end of the season at the determination of McCormick Place | ASM Global. Perennials will be cut back at the end of the season as soon as all foliage has died back or at the discretion of McCormick Place | ASM Global.

- Shrub bed mulching will occur after the shrub beds are fertilized once in October and fallen leaves are hauled away from the shrub beds. Spring flowering shrubs will be pruned after they flower.
- Core aeration and seeding services must be performed in all turf areas each Fall Season.
- Install grub application to turf areas as necessary to ensure they will not be damaged.
- In the second week of October spade edging should be performed to all beds and tree rings.
- In the last week of October, the Contractor is required to turn off all irrigation system valves, time clocks and controls and purge all the zones, lines, and heads with compressed air as necessary.
- Maintain all landscaped areas free of fallen leaves, debris, dormant plant materials from all landscaped areas on a weekly basis with the mowing schedule as necessary. Landscaped beds also need to be replenished with either compost or mulch as necessary.

- Install the last application of fertilizer and/or weed control sometime in November and obtain advance approval from McCormick Place | ASM Global before the applications are applied and provide copies of the S.D.S. sheets to McCormick Place | ASM Global.
- Continue pulling out all dead annuals (remove entire plant to include root and smooth soil to fill in holes) and replenishing beds with compost until all annuals beds are cleaned out and the materials are composted.
- Perform tree and shrub pruning as required.
- Cut back perennial plants leaving three inches (3") to four inches (4") height foliage. Do not cut into plant crowns. Do not cut back Asters until they have finished blooming.
- Adjust and add mulch as needed to maintain a two (2") inch deep layer around all perennials.
- **DO NOT** cut back any annual or perennial plant with winter interest potential or other plant material as directed by McCormick Place | ASM Global including:
Ornamental Grasses, Sedum, Rudbeckia flower heads, Echinacea flower heads, Achillea flower heads, Polygonum Reynoutria, Roses or Vines
- Trim vines to a length of two thirds (2/3) the height of the planter wall. Tuck stems up into sides of planter bed. Pin down stems with sad staples.
- For Roses, cut any dead or broken branches down to base of plant. Remove all plant litter including any rose leaves, stems, flower petals, and any other plant debris in the bed. Do not cut off rose hips. Remove all weeds from inside rose shrubs. Adjust and add mulch as needed to maintain a two (2") or three (3") inch deep layer of mulch around roses. Mound mulch slightly around base of plant. Do not bury stems or branches. Do not mulch over any plant debris or litter.
- For trees and shrubs, remove any broken or dead branches. Remove all leaves, stems, weeds and plant debris. Adjust and add mulch as needed to maintain a three (3") inch deep layer around all trees and shrubs.

k. Integrated Pest Management Inspections

Contractor's Horticulturist will inspect all plants and beds for pests and diseases on a weekly basis. Contractor shall identify and monitor pest and diseases levels and determine action required to maintain the good appearance, health and, top performance of all plant material. Inspection findings and recommendations will be included in the Weekly Landscape Inspection Report (included in this Agreement) and submitted within twenty-four (24) hours of inspection. This report will be faxed or delivered to Using Department personnel. The inspection for INTEGRATED PEST MANAGEMENT will be considered incidental to LANDSCAPE MAINTENANCE. The recommendations for action by the Contractor's Horticulturist will be reviewed by McCormick Place | ASM Global for approval/rejection. The Contractor shall provide verbal and written reports to McCormick Place | ASM Global on all sightings and borrows found for rats, mice, raccoons, rabbits to allow them to have McCormick Place | ASM Global's Pest Control Contractor to address those issues. The Landscape Contractor remains responsible for all Integrated Pest Management and fertilizing requirements to protect all turf, plants and beds for pests and diseases on a weekly basis.

l. Soil Tests

Soil tests are to be performed April 1 to 15 following syringing, or as requested by McCormick Place | ASM Global. Submit soil test data from representative samples taken from a minimum of three (3) situations at each landscaped area as directed by McCormick Place | ASM Global. The Contractor shall determine the number of soil test required and dates needed with McCormick Place | ASM Global. The Contractor shall perform 4 soil tests per year at Navy Pier and at McCormick Place as part of the base contract.

i.) Sampling Procedures

Making a Composite Sample:

Each sample is a mixture of 5-7 small samples taken within an area.

Taking the Composite Sample:

Use a soil tube, auger, or a spade to collect the sample.

Sample depth:

Turf Grass	4"
Flowers/Shrubs	4" to 6"
Trees	6" to 8"

Mix the Composite Sample. Place all samples from a sample area into a clean pail and mix thoroughly. Save Two (2) Cups of Sample. Place 2 cups of soil into a sample bag. Fill out sample bag label. Submit a completed information sheet with each sample.

Care will be taken to insure that soil samples are not tainted by mulch. All mulch displaced in the process of obtaining soil samples will be restored to its original condition. Any plant damaged as a result of conducting soil tests will be replaced by the Contractor at no expense to McCormick Place | ASM Global.

All tests will be performed by an independent laboratory certified to perform the type of tests described. McCormick Place | ASM Global must approve the laboratory hired by the Contractor to perform soil tests.

Soil tests must include a chemical analysis stating the pH, N, P, and K, other essential nutrients, and soluble salts, and provide recommendations for fertilizers, pH adjustments, and salt mitigation. A written soil test report from an established laboratory and recommendations for soil amendments will be submitted by the Contractor within fourteen (14) calendar days after completion of the soil test.

SOIL TESTS will be measured for payment per each test if more than 4 tests are conducted for each facility.

This item will be paid for at the Contract unit price per each test taken if more than four (4) tests are required at each facility. This price will include all labor, equipment and material necessary to complete the work as described herein. No payment will be made for additional tests requested until a written test report from an independent certified laboratory is submitted to McCormick Place | ASM Global.

m. Chemical Application

This work will consist of furnishing all materials, equipment and labor necessary to apply insecticide, herbicide, anti-desiccant, or to utilize other methods necessary to keep plant material in all landscaped areas and planters in a healthy and attractive condition. Integrated pest management will be practiced to minimize the need for chemical applications.

The Contractor's Horticulturist will inspect all plants and beds for pests and diseases on a weekly basis. Contractor shall identify and monitor pest and disease levels and determine action required to maintain all landscaped areas the good appearance, health and, top condition at all times. Inspection findings and recommendations will be included in the weekly Horticultural Maintenance Report (included in this

Agreement) and submitted within twenty-four (24) hours of inspection along with copies of the Safety Data Sheets for all proposed controls. The report will include a listing of all work performed, work remaining and proposed work schedule. A signed Using Department Extra Work Report and an itemized Force Account Statement will be attached to the report. This report will be faxed or delivered to Using Department personnel. This report will be faxed or delivered to Using Department personnel. The inspection for INTEGRATED PEST MANAGEMENT will be considered incidental to LANDSCAPE MAINTENANCE.

Chemical application recommendations will be made to McCormick Place | ASM Global and must be approved prior to action or application by the Contractor. Insecticides, fungicides and other materials will be used in strict accordance with the manufacturer's recommendations. No phytotoxic materials will be used. All chemical use will be approved by McCormick Place | ASM Global prior to application.

All chemicals will be applied by an Illinois Licensed Pesticide Operator or Applicator. All tree care, including inspecting, spraying, and injecting of trees, will be provided by an ISA Certified Arborist Required City permits will be obtained by the Contractor at no additional cost to McCormick Place | ASM Global.

Any damage done to plants or structures by the Contractor shall be repaired or replaced at the Contractor's expense to the satisfaction of McCormick Place | ASM Global. Damage includes, but is not limited to the application of incorrect types or mixtures of chemicals, or other actions that result in the death or decline of plant material or discoloration or damage to planter walls and surrounding surfaces.

Upon approval of McCormick Place | ASM Global for action to control pests or diseases, the Contractor shall furnish all materials, including insecticides, fungicides, anti-desiccants, chemicals, or other means, equipment and labor necessary to perform the IPM work.

All CHEMICAL APPLICATIONS, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

Any permits or Traffic Control and Protection necessary to perform this work will not be paid for separately as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

NOTE: Any use of chemical controls without prior written approval of McCormick Place | ASM Global CAN result in the assessment of a reduction of Contractor's compensation.

n. Fertilization of Lawn & Landscaped Areas, Dry Herbicide and Tree Fertilization – Tree Spikes

This work consists of furnishing all labor, materials, and equipment required to fertilize lawn and landscaped areas identified in this document.

The fertilizer will be delivered to the site in the original unopened containers bearing the manufacturer's guaranteed analysis. The fertilizer will be in a loose, spread able condition upon delivery. Fertilizer in a hard, caked, or moisture saturated condition will not be acceptable.

The fertilizer will be applied to lawn and landscaped areas only by mechanical means and only when the grass and landscape is dry. No hand spreading will be allowed. Extreme care should be exercised to insure that the fertilizer is applied uniformly, that all areas are fertilized, and that there is no overlapping of previously fertilized areas. The use of dry or liquid fertilizer will be determined by McCormick Place | ASM Global. Liquid

fertilization type, ratio, as well as frequency should be determined by the Contractor and incorporated into the fertilization schedule to be provided to McCormick Place | ASM Global prior to the beginning of the Spring season. McCormick Place | ASM Global reserves the right to make changes and adjustments as necessary to any component to achieve optimal results.

Fertilization is to be based upon current soil test data and laboratory recommendations. A fertilization program will be submitted to McCormick Place | ASM Global, including material to be used, application rates, and timing must be submitted for approval by McCormick Place | ASM Global within ten (10) working days from the award date and as directed by McCormick Place | ASM Global.

McCormick Place | ASM Global will have the right to change the chemical ratio of the fertilizer, the Contractor shall not receive any additional compensation for charges in the chemical ratio.

No additional payment will be made for the use of slow release fertilizer or grub control applications. Fertilizer combined with pre and post emergent herbicides may be utilized under this line item.

Lawn and landscaped areas will be fertilized in early Spring (April or May) to help promote early green up. Other applications of fertilizers will be applied to turf in July, September, and in November. This fertilizer will be applied in a granular form. Those areas needing re-fertilization will be determined by McCormick Place | ASM Global only after the fertilizer has been activated and evidence of the greening of the turf area, due to fertilizer, can be determined. The Contractor Horticulturist should determine when grub control applications should be installed as needed at no additional cost to keep the turf strong and healthy.

The Contractor is required to provide Material Safety Data Sheets for all material used.

All FERTILIZATION OF LAWN & LANDSCAPED AREAS, DRY HERBICIDE AND TREE FERTILIZATION – TREE SPIKES, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

Any use of chemical controls without prior written approval of McCormick Place | ASM Global may result in the assessment of a reduction of Contractor's compensation.

o. Mulch Supply and Maintenance

Mulch Maintenance described below will be performed at all work sites as directed by McCormick Place | ASM Global.

This item will consist of furnishing, transporting and placing Premium Shredded Dyed Dark Hardwood Bark in all planter bed areas and tree rings from April 1 to November 30 as described herein and per direction of McCormick Place | ASM Global.

The Contractor shall supply and install Premium Shredded Dyed Dark Hardwood Bark, as needed to supplement mulch around trees, shrubs, and herbaceous plants in landscaped areas. Annual areas will be mulched with pine bark fines at a depth to be determined by McCormick Place | ASM Global, not to exceed one inch (1 "). A sample and request for material inspection form must be supplied to McCormick Place | ASM Global for approval prior to performing any work.

The Contractor shall remove all litter and plant debris before mulching. The Contractor shall repair grade by raking and adding Planter Soil Mix as needed, before mulching. Care will be taken not to bury leaves, stems, or vines under mulch material.

All finished mulch areas will be left smooth and level to maintain a uniform surface and appearance. All Landscaped areas or work areas will be clean of debris and mulch, prior to leaving the site.

Premium Shredded Dyed Dark Hardwood Bark mulch will be clean, finely shredded mixed-hardwood bark, not to exceed two inches (2") in its largest dimension, free of foreign matter, sticks, stones, and clods. All hardwood mulch will be processed through a hammer mill. Hardwood bark not processed through a hammer mill will not be accepted.

A sample of the mulch will be submitted to McCormick Place | ASM Global or authorized representative for approval/rejection. In the event the quality of the material is unacceptable at any time throughout the duration of the Contract, such material will be rejected, removed from the work site by the Contractor and replaced with acceptable material at no additional cost to McCormick Place | ASM Global.

In general, maintain the Premium Shredded Dyed Dark Hardwood Bark layer around all plants as follows:

- **Perennials** (including bulbs, ground cover, vines, and grasses): Minimum of Two inches (2") deep - keep mulch away from crowns of plants.
- **Annuals:** Up to one inch (1") deep - spread lightly through annual plantings.
- **Shrubs, including shrubs and roses:** Three inches (3") deep mulch - keep mulch away from stem, crown, or neck of shrub.
- **Trees, shade and ornamental:** Three inches (3") deep - keep mulch away from the trunk of the tree.

Contractor shall mulch planting areas as directed by McCormick Place | ASM Global and water within two (2) hours of installation. In particular, Contractor shall mulch all newly installed plantings within twenty-four hours (24) of installation.

The Contractor shall submit the Landscape Maintenance Report (included in this Agreement) to McCormick Place | ASM Global showing quantities of mulch applied and locations. The Contractor shall also submit Load Tickets for material provided. This report will be faxed or delivered to Using Department personnel. If the report and the Load Tickets are not received, it will be assumed that no work was performed and no payment will be made. The Contractor must install additional mulch material if necessary regardless of why it is missing to maintain the depth and protection specified for all locations at no additional cost to McCormick Place | ASM Global.

The Contractor shall provide McCormick Place | ASM Global with copies of the Load Tickets for Mulch Supply with purchased quantities measured in total square yards or cubic yards delivered with the daily maintenance report for the day the materials are delivered.

Method of Measurement

All MULCH SUPPLY AND MAINTENANCE, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to LANDSCAPE MAINTENANCE and shall be included in the base pricing.

p. Tree Removal – Additional Service

These items will consist of the cutting, removing, and disposing of all trees and the existing stumps at the locations as required or ordered by McCormick Place | ASM Global.

All trees and existing stumps designated for removal will be cut and disposed of in accordance with the Recycle requirements. Trees and existing stumps (including roots) will be removed to a depth of not less than twelve (12”) below the elevation of the proposed sub grade, the proposed finished earth surface or the proposed ground line.

The Contractor shall notify McCormick Place | ASM Global of any conflicts with other plant material. McCormick Place | ASM Global will meet with the Contractor’s horticulturist to determine the extent of transplanting or removal necessary. No work will begin until all plant material is removed by skilled workers, as described under the items **Landscape Maintenance**. Removal and replacement of plant materials will be paid for separately under respective items.

If the existing root ball of the tree to be removed is still intact the entire root ball will be removed as part of this item. Larger trees will have the existing stump ground to a depth of eighteen inches (18”) below grade. No additional compensation will be provided for stump removal.

Method of Measurement

TREE REMOVAL will be measured per inch of tree trunk caliper measured four feet (4’) above grade for each tree removed determined by dividing the measured circumference of the tree by 3.1416. A multiple-stem tree that forks below the four feet (4’) point measurement will be considered a cluster of individual trees. A tree that forks at or above the four feet (4’) point of measurement will be considered a single tree. An existing tree stump with a diameter at cut off of six inches (6”) or more will be considered a tree for the purposes of measurement and removal.

Basis of Payment

When applicable, TREE REMOVAL will be paid as a tree removed per caliper inch in one of the size ranges specified. Trees to be removed will be measured by the Contractor in the presence of McCormick Place | ASM Global. Tree removal will be paid in full for all labor, equipment, materials and incidental work necessary to complete the work as specified including stump removal and backfill. Work shall not commence until the Contractor submits a written proposal for the Work, which shall not commence until McCormick Place | ASM Global issues a Purchase Order for the Work.

q. Mowing Turf Services

This item of work consists of furnishing all labor, material and equipment required to mow turf areas located within various work sites as designated by McCormick Place | ASM Global that conform to the Recycle requirements. The work includes preparing the turf surface for mowing by removing all litter, leaves, twigs, and debris and mowing the grass to achieve a uniform and finished appearance. The work also includes trimming, edging, and as necessary, collecting and removing clumps of grass clippings from the lawn area. Edging will be performed a minimum of once per month and a clean edge maintained each week by weed whipping or as directed by McCormick Place | ASM Global. No additional compensation will be paid for more frequent edging required by McCormick Place | ASM Global.

General Requirements

Mowing operations will begin in April if necessary. The Contractor shall submit a proposed mowing schedule for approval/rejection by McCormick Place | ASM Global. The schedule is to be submitted within thirty (30) days of notification of contract award and will include the number of personnel and the type of equipment to be used. If scilla bulbs (flower) are present, the first mowing of the season will not be allowed until the Scilla have completely finished blooming. Mowing will occur once every week per location or as frequently as required based upon weather conditions and turf growth rate or as directed by McCormick Place | ASM Global. Type & size of mowing equipment will be based upon the size of the each individual area, total acres to be mowed, and schedule. Equipment will be appropriately sized to maximize efficiency and avoid negative impact to desirable elements. Each crew will include at least one individual to operate a walk-behind mower as well as an individual to operate a weed whip. Walk behind mowers will be used to mow tight areas that cannot be reached by riding equipment and weed whips will be used to cut down weeds around structures, curb lines. All adjacent landscaped areas as well as tree rings will be edged as frequently as is necessary to maintain a clean edge between mulch and turf or as directed by McCormick Place | ASM Global. At no time will lawn mowers enter mulched areas. Care will be taken not to spill gas or oil with in the landscaped area. Mowers and other equipment will be filled with fuel in the street only. Any spills will be contained with oil dry and swept up. Equipment blades will be regularly maintained and kept sharp at all times. Mower blade heights will be uniform at all times and determined by McCormick Place | ASM Global. Under no circumstance will weed whips be used to cut turf or weeds around desirable plants. All areas will be policed prior to mowing and any trash collected and legally disposed of offsite.

McCormick Place | ASM Global will have the right to add or delete mowing based on weather conditions and growing patterns. McCormick Place | ASM Global will notify the Contractor of any change required to the schedule. The Contractor shall provide all labor, material, and equipment to complete additional mowing within twenty-four (24) hours of notification.

If during the Contractor's inspections the grass is longer than four inches (4"), the Contractor shall make all necessary arrangements to mow the area within twenty-four (24) hours.

Grass will not be cut to less than two inches (2"). And never cut after a rain.

Work will also include edging all plant beds adjacent to lawn areas as well as all curb lines and concrete traffic diverters. Edging will occur at the beginning & middle and end of the growing season. Additional edging will be performed at the request of McCormick Place | ASM Global. Weekly edging will require the use of a weed whip and weed whip type equipment to maintain a clean edge at the back of all curbs. Debris from edging operations will be removed and all hardscape areas swept clean. Caution will be used to avoid any flying debris. Safety glasses will be worn during this operation.

Equipment will be adjusted and mowing will be achieved in such a manner that removal of grass clippings is not necessary. When clippings that fall back on the turf are matted and will cause injury to the turf, they must be removed. The direction of mowing will be alternated so the grass is not mowed in the same direction each time. All pavement areas will be left clean of all mowing debris. All pavement areas will be left clean of all mowing debris. All mowing equipment will be in excellent operating condition, with all grass cutting edges sharp and in proper adjustment. Mowing equipment will be operated in such a manner as to prevent damage to the turf, nearby trees, shrubs, ground cover, flower beds, structures, vehicles, or pedestrians. Plants damaged by mowing equipment operated by the Contractor shall be replaced by the Contractor at no cost to McCormick Place | ASM Global.

All MOWING TURF AREAS REQUIREMENTS and trimming, edging and collection and removal of debris or mowing materials, which includes all labor, equipment and materials necessary to complete the work as described herein will be considered incidental to the cost of mowing and LANDSCAPE MAINTENANCE and shall be included in the base pricing.

r. Sodding/Salt Tolerant (Special) – Additional Service

This work will consist of preparing the ground surface and furnishing, transporting and placing sod and other materials required in the sodding operations at areas designated by McCormick Place | ASM Global. Sod will be top quality, nursery grown salt tolerant sod, dense, well rooted, and free from weeds and unsuitable grasses.

General Requirements

Prior to placing top soil, the existing soil will be scarified to a depth of three inches (3"). The existing soil will be free of rocks, sticks, and debris. Topsoil will be added to bring the area to grade. Topsoil will be pulverized, natural, fertile, friable soil possessing characteristics of rich productive soil in the Chicago area. It will be obtained from naturally well drained areas, not excessively acidic or alkaline and contain no toxic substances which may be harmful to plant and lawn growth. It will be free from clay lumps, roots, stones and other debris. Topsoil will not be handled in a frozen or muddy condition. Topsoil will not be paid for separately but will be considered incidental to SODDING AND SODDING SALT TOLERANT (SPECIAL).

Additional topsoil required to bring the area to sub grade elevation will not be paid for separately but considered incidental to this item. Additional topsoil must meet the approval of McCormick Place | ASM Global.

All materials "tracked" down the street will be removed each day. All sidewalks, driveways, alleys and pavements will be left in broom cleaned condition.

The sod will be weed-free nursery grown Kentucky Blue Grass conforming to the requirements of Article 1081.03. With every shipment of SOD AND SALT TOLERANT SOD the Contractor shall provide to McCormick Place | ASM Global a letter of certification from an authorized representative of the nursery stating the seed mixture used in the sod conforms to the specifications.

Sod will be subject to inspection and approval at place of growth and/or upon delivery for conformity to specification requirements. Approval at place of growth will not impair the right of inspection and rejection upon delivery at the site or during the process of the work.

Rejected material will be removed immediately from the site. Care will be taken to retain the native soil on the roots during the process of stripping, transporting and placing.

Prepared soil surfaces that became crusted will be reworked to an acceptable condition for sodding. All soil surfaces will be moist when the sod is placed. When directed by McCormick Place | ASM Global, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of one (1) gallon/feet immediately prior to placing the sod. Reworking and moistening the soil surface will not be measured for payment but considered incidental to SOD AND SALT TOLERANT SOD.

Salt Tolerant (Special)

The sodding operations will be done in such manner that workmen will not walk on the prepared topsoil surface but will walk on the previously laid sod. Sod will be laid so that no voids or air pockets occur and with tight joints and staggered seams. Seams will be staggered a minimum of fifteen inches (15") to eighteen (18") inches. Immediately following the laying of the sod, it will be rolled and/or tampered to obtain a smooth firm surface and to prevent air pockets from forming between the underside of the sod strips and the surface of the soil. The sod will be pinned or staked, as necessary, to maintain the alignment of the sod when placed on slopes or embankments. Screened topsoil will be brushed or raked over the joints. The completed sod surface will be true to finished grade, even and firm over the entire area.

Five (5) gallons of water per square yard will be applied within two (2) hours after the sod has been placed. Thereafter, on days designated by the Horticulturist, additional water will be applied at the rate of 3 gallons per square yard. The number of additional applications will not exceed seven (7) during the period of establishment, which is defined as the period of time between sod placement and when the sod becomes knitted to the soil and is growing in place. All watering described will be done with a spray application. An open end hose will not be acceptable. The manner of watering will meet the approval of the Horticulturist.

Water furnished for application will be free from oil, acid, alkali, salts or other impurities harmful to the best development of the sod.

The Contractor shall notify McCormick Place | ASM Global in advance of installation of sod and actual installation will be reported on the Monthly Maintenance Report.

Method of Measurement

SODDING AND SODDING SALT TOLLERANT (SPECIAL) will be measured for payment in place in square yards. To be accepted the sod must be in a fine healthy condition and knitted to the soil.

Method of Payment

Where applicable, this work will be paid for at the Contract unit price per square yard for SODDING AND SODDING SALT TOLLERANT (SPECIAL) which includes furnishing all labor, materials and equipment, including fertilizers and topsoil, required to perform sodding operations. Water will be considered incidental to this item.

s. Grass Interseeding – Additional Service

INTERSEEDING is the seeding of areas of existing turf. Prior to INTERSEEDING, all areas of existing turf will be mowed one time to a height of not more than three (3"). The equipment will be capable of completely serving all growth at the cutting height and disturbing it evenly over the mowed area. The cut material will not be wind-rowed or left in a lumpy or bunched condition. Subsequently, mowing may be required, as directed by McCormick Place | ASM Global, on certain areas in order to disperse the mowed material and allow penetration by the seed. **A slit seeder will be used for all INTERSEEDING operations. Water will be applied at the end of each day during installation and subsequently to assure germination and uniform establishment through three (3) mowings.**

Method of Measurement

All seeding will be measured on a square yard basis of surface area seeded.

t. Plant Material

This work will consist of furnishing and installing plant material of the type and size of specified by McCormick Place | ASM Global. Plant material includes trees, shrubs, perennials, grasses, groundcovers, annuals, bulbs shown on the plant list and any other vegetation not specifically mentioned.

All Install Items will include all cost associated with delivery, including equipment and man-power. All supply only items will include all associated costs for pick-up and delivery.

General Requirements

This work includes the furnishing and installation of new trees, shrubs, and other plant material as directed by McCormick Place | ASM Global.

u. Warranties

In addition to any other warranties required in the Agreement, the Contractor shall provide a three (3) year warranty for all trees and one (1) year warranty for all shrubs, perennials, bulbs, grasses, and ground covers furnished. The Contractor shall provide a one (1) season warranty for all annual plants furnished. All warranties shall include labor, equipment and material charges.

v. Inspections

McCormick Place | ASM Global shall have the right, but not the obligation to inspect plant materials at the nurseries prior to them being delivered on site upon request. The Contractor's Horticulturist will inspect, and select plant material to be inspected by McCormick Place | ASM Global. McCormick Place | ASM Global may inspect any plant material at the nursery prior to delivery to the work site. Approval at the nursery does not signify final acceptance. McCormick Place | ASM Global has the right to reject and plants delivered to sight or after planting for the duration of the warranty period. This will be done via the normal "Notice of Material Inspection" sheets. These sheets must be turned in to McCormick Place | ASM Global representative for each facility at least two (2) weeks prior to the expected date of installation. No trees will be delivered without Using Department's Seals. An inspection on site will be made prior to the installation of plant material. Any plant material not meeting specification (that being of good health) must be moved off the site.

w. New Plant Establishment

All new plantings must undergo a thirty (30) day period of establishment. Supplemental watering will be performed at least once every seven (7) days for four weeks following installation. Water will be applied at a rate of two (2) gallons per square feet. Should excess moisture prevail, the Horticulturist may delete any or all of the additional watering cycles. In severe weather, the Horticulturist may require additional waterings.

At the end of the period of establishment, the Contractor shall be permitted to replace any unacceptable plants.

x. Plant List

A plant list has been provided and may from time to time be updated by McCormick Place | ASM Global. The Contractor is to use this list to produce an aggregate price for the items categorized by type and size. The plant material contained in the list represents plantings which may be specified by Authority. McCormick Place | ASM Global could specify a plant which does not appear on the list. Plants not listed will be paid for under the item which represents the plant's type and size. The Contractor shall not receive any additional payment to supply plants not on the list.

All substitutions must be approved by McCormick Place | ASM Global in writing. If specified plants are found to be unavailable the Contractor must submit, to McCormick Place | ASM Global a list of a minimum of fifteen

(15) nurseries of suppliers that have been contacted in the plant search, along with a list of proposed substitutions and their sources.

All furnished and/or installed plant material will be included on the Landscape Maintenance Report (included in this Specification) and submitted to McCormick Place | ASM Global showing quantities and types of plants as they are installed and locations, along with nursery invoices or tickets showing plant names and quantities. This report will be faxed or delivered to Using Department personnel. If the report and the invoices or tickets are not received, it will be assumed that no work was performed and no payment will be made.

y. Coordination

The Contractor shall coordinate all activities required for the completion of contract requirements with supplies, McCormick Place | ASM Global's vendors, all Sub-Contractors, and Using Department personnel.

z. Standards

Services shall be performed to in conformance with then existing best industry standards. To the extent applicable, and without limitation to the foregoing, Services will be in accordance with Sections 1081 of the Standard Specifications: City of Chicago, Bureau of Streets, Special Provisions for Tree Planting revised January 1, 1995; and the Detailed Construction Standards, except as herein modified.

The Contractor shall take all precautions necessary to avoid damage to irrigation lines and operating equipment, the electrical system, the under drain, coping, planter walls, curb, any utilities or any other infrastructure.

aa. Debris and Clean Conditions

Contractor is required to remove litter and other materials from beds as necessary to complete plant installation.

Upon completion of work the Contractor shall remove soil and debris from surrounding plant material, coping, and carriage walks. At no time will mulch or debris cover plant foliage. Upon completion the irrigation system will be turned on and inspected for leaks. Any leaks will be repaired within twenty four (24) hours at no cost to McCormick Place | ASM Global. The Contractor shall leave work areas clean and in good condition. Exposed concrete will be free of mulch, soil, litter or other debris from Landscape Work. No debris will be left in the street or on the carriage walk or surrounding concrete areas overnight, on the weekend, or holiday period. The Contractor shall legally dispose of all accumulated debris, dead leaves, twigs, and other material off site.

Contractor shall check each raised planter, grade level planters, trees, shrubs and all other landscaping locations a minimum of once per week or as directed by McCormick Place | ASM Global and remove any litter found within the pre-determined landscaped and planter area(s).

bb. Transplanting/Removal

Transplant/dividing and removal of perennials and bulbs will be considered incidental to LANDSCAPE MAINTENANCE. The transplanting of shrubs and trees in order to make space for new plant material will be considered incidental to FURNISH AND INSTALL PLANTS. Tree removal will be paid for under the item TREE REMOVAL.

cc. Determining Plant Furnish and Installation Needs

Upon direction of McCormick Place | ASM Global, the Contractor shall survey and inventory plantings within the desired landscaped area to determine the quantity of dead or missing plants.

The plants inventory will list the number and type of plants required by location and planter.

Plant material that shows more than twenty-five percent (25%) dead wood will be considered dead.

Contractor shall submit the inventory and a replacement plant list for approval by McCormick Place | ASM Global. See work site planting plans and plant lists for plant material. Inventory will list Botanical name and Common name of plant, size, location, planter number, quantity and type (species) of the plants.

dd. General Plant Requirements

Plants will meet all requirements of Federal, State, and local laws with respect to plant type, labeling, nursery or plant inspection, disease, insect, and other pest infestation, and any other requirements. Any inspection certificated required by law to this effect, will be submitted to McCormick Place | ASM Global.

All plant material will be in thriving, pest free and in a disease free condition. All plants will conform to ANSI Z60.1 1996 standards and specified sizes will be measured in accordance with ANSI Z60.1 standards. All potted plants will have fully developed root systems and the heads of the plants will, at minimum, fill the diameter of the container. Provide nursery or plantation grown stock unless specifically indicated otherwise. Field collected plants are not acceptable. Large sizes with larger roots may be provided at no additional cost to McCormick Place | ASM Global. All roses will be grade #1.

All plant material will be watered before being delivered to the site. All plant material on the job site will be protected by means of shade cloths, and will be adequately watered. Wilted plant material will not be installed.

Provide freshly dug balled and burlapped stock unless otherwise approved. Trees and shrubs will be secured for transportation to the site to avoid damage including abrasions, breaking, and wind-burn. Plants will be covered by tarps or shade cloths during transport. Tree crowns will be tied and wrapped in shade cloth. Plants left uncovered during transport will not be accepted.

Provide plant sizes as specified. Do not spread or compress branches when measuring. Measure main body of branches, do not measure extreme tip to tips of single branches. Pruning to size is not acceptable.

All shrubs will be true to name and cultivar specified. The Contractor shall label plainly all trees with a waterproof label that states the botanical name on each label. Each label must also indicate the year of installation. The labels will be attached firmly to the trees and or plant material and will remain legible for at least two (2) years after installation.

Plants will be in healthy, vigorous conditions, free of disease, insects, dead or broken branches, unhealed scars, frost cracks, sun scald, wind burn, disfiguring knots, broken or abraded bark, redundant leaders or branches (no double leaders), rubbing branches, or aberrations of any kind. The root ball will be intact with a healthy, normal and unbroken root system.

Trees will be free from objectionable disfigurements, with full, even and well-developed branching, a single primary leader and a uniform habit of growth that is representative of the specified cultivar.

Multi-stemmed trees are not acceptable, unless they are specified in the planting plan. The planting plan must specify if a species proposed is multi-stemmed and provide an explanation why the species is proposed.

The root ball will be of a size comparable to the standards set forth in the latest version of American Standards for Nursery Stock, ANSI Z60.1-1996. All balled and bur lapped (B&B) trees will be freshly dug with a firm root ball of natural earth, in proportion to the plant's size, as measured by caliper, height and spread. All potted plants are to have fully developed root systems, spread throughout the container.

Bulbs will be top size for the varieties specified with the exception of any and all Daffodils/Narcissus. All Daffodils/Narcissus specified will be sized as DN II. Smaller sizes will not be acceptable.

ee. General Installation Requirements

Prepare area by removing dead or damaged plant material, including roots. Deliver stock only after soil has been prepared. Schedule digging and delivery in quantities suitable for immediate planting upon arrival. Plant immediately. If planting cannot be accomplished immediately, provide shade and protect from wind. Protect root balls and containers from heating and drying by covering at all times with shade cloths, moist sawdust, wood chips, shredded bark, peat moss, or other similar mulching material.

All plant material on the job site will be protected by means of shade cloths, and will be adequately watered. Wilted plant material will not be installed.

The Contractor shall provide all material, labor, and equipment to complete the installation in a timely manner. The Contractor shall bring enough plant material to the site so that all plants designated for a single planter/location can be installed at once.

The Contractor shall lay out all special garden/planter areas as shown in the planting plans, for approval by McCormick Place | ASM Global. The Contractor shall plant a sample area large enough so as to be representative of each type of planting. Once approved by McCormick Place | ASM Global, the sample will serve as a standard for like plantings throughout the entire work site area.

Water absorbing crystals (Terra Sorb or equivalent) will not be used in the installation of plant material unless approved in writing by McCormick Place | ASM Global.

McCormick Place | ASM Global reserves the right to require the Contractor to completely lay out each planting area if the above approach is not sufficient to achieve the desired results. The Contractor is required to work on site with Using Department supervision, as required to complete installation per design intent.

The Contractor shall take all precautions necessary to avoid damage to roots of both new and existing plant material. Plant material being transplanted will have the roots covered at all times.

Plants will be set so that the base of the stem is even with the existing grade. Spacing of plants will be as noted on the landscape plan. All plants will be set in an upright position.

Immediately following installation, plants will be watered to a depth of twelve inches (12"). In irrigated or semi-irrigated landscaped areas use quick couplers and hoses to tap into existing water supply. Re-adjust irrigation system as necessary. Hardwood mulch will be returned to the area, or added as necessary, and smoothed out so that it is consistent in appearance with adjacent areas.

Water newly planted material saturating root ball and surrounding soil thoroughly. In non-irrigated work sites Contractor shall be responsible for supplying water. Water furnished for application will be free from oil, acid, alkali, salts, or other impurities harmful to the best development of the plant material. Fire hydrants will not be used unless authorized.

Watering newly planted landscape plants will not be paid for separately, but will be considered incidental to this pay item.

Shrubs, trees and perennials must undergo a thirty (30) day period of establishment. Additional waterings will be performed at least once within every seven (7) days for four (4) weeks following installation. Water will be applied at the rate of two (2) gallons per square yard for perennials and shrubs, and a rate of four (4) gallons per inch caliper for trees. Should excess moisture prevail, McCormick Place | ASM Global may delete any or all of the additional watering cycles. In severe weather, McCormick Place | ASM Global may require additional waterings.

The Contractor shall be responsible for the restoration of soil, surrounding grade, and hardwood mulch. The Contractor shall be responsible for protecting the irrigation system and damages will be repaired immediately at the Contractor's expense regardless of the cause.

Additional quantities of Planter Soil Mix that is necessary for the completion of FURNISH AND INSTALL PLANTS will be incidental to this pay item.

Maintenance of plantings will begin immediately after installation.

In general, planting times are as follows:

<u>Shrubs:</u>	May 1 – July 15 and September 1 – November 15
<u>Annuals early</u> (Pansy type)	April 15 – May 1
<u>Annuals, Others:</u>	May 15 – July 15 and September 1 – November 15
<u>Perennials, Grasses &:</u> Groundcovers	May 15 – July 15 and September 1 – November 15
<u>Bulbs, Spring:</u>	September 15 – October 31

All new plantings must undergo a thirty (30) day period of establishment. Supplemental watering must be performed at least once every seven (7) days for four (4) weeks following installation. Water will be applied at a rate of two (2) gallons per square feet. Should excess moisture prevail, the Horticulturist may delete any or all of the additional watering cycles. In severe weather, the Horticulturist may require additional waterings.

At the end of the period of establishment, the Contractor shall be permitted to replace any unacceptable plants.

Mulch planting areas as directed by McCormick Place | ASM Global and water within two (2) hours of installation. Mulch all newly installed plantings within twenty-four (24) hours of installation.

The Contractor shall submit a written request for inspection within twenty-four (24) hours of completion of work within contract areas or as designated by McCormick Place | ASM Global.

ff. Evergreen and Shrubs – Additional Service

Shrubs will be handled by the root ball only, not by the trunk or branches as this may loosen the root ball and damage the root system. Any broken or cracked root balls during delivery or at any time during the planting operation will not be installed. Contractor shall be responsible for providing a replacement shrub at no additional cost to McCormick Place | ASM Global.

Shrubs have their delivery scheduled to avoid storage on site. All shrubs will be protected from the weather by shade cloths and will be adequately watered. Wilted shrubs will not be installed.

Shrubs will be true to name and cultivar specified. The Contractor shall label plainly all shrubs with waterproof label that states the botanical name on each label. Each label must also indicate the year of installation. The labels will be attached firmly to the plant material and will remain legible for at least two (2) years after installation.

Note: It is the Contractor's responsibility to verify that the shrub will fit within the work site where it is to be planted, prior to delivery to the site. (The height of the ball must be less than the planter depth).

Any expenses for returning shrubs to nurseries or supply yards due to root ball size problems will be paid for by the Contractor at no additional cost to McCormick Place | ASM Global.

The Contractor shall water new shrubs, ensuring that the entire root zone is thoroughly saturated. The Contractor shall water shrubs with a hand-held soaker attachment, with the source of water shrub so water trickles slowly into the soil completely soaking the root zone. Do not use excessive water pressure. Any holes created by watering will be filled immediately.

gg. Excavation for Evergreens and Shrubs – Additional Service

All planting holes will be large enough to accommodate the entire root ball without cutting root balls or forcing it into the hole.

- Pits, beds, and trenches: Excavate with sides vertical bottom, flat but with high center for drainage. Deglaze and roughen side of planting hole and loosen bottom soil.
- Minimum dimensions, individual pits:
 - A. Diameter:
 - Ball or root spreads up to two feet (2ft.): Twice root spread.
 - Ball or root spreads two (2') to four (4') feet: (1-1/2) times root spread
 - B. Depth:
 - To allow nine inches (9") of compacted planting soil beneath roots or ball and to set collar one inch (1") below finish grade

Remove all excavated subsoil from the site and dispose of legally. Do not backfill excavation with subsoil.

hh. Planting Evergreens and Shrubs – Additional Service

Setting Layer: Place and compact a layer of planting soil, of thickness indicated, in bottom of excavation.

Balled and Bur lapped Stock: Set plants in excavation with top of ball to match adjacent finished grade. Add soil as required under ball to achieve plumb.

Remove burlap from top and sides of ball; retain burlap on bottom of ball. Untie all cords, binding burlap to trunk. Remove all burlap and wire baskets from the top one-third (1/3) of the root ball.

Shrubs will be backfilled with Planting Soil Mix. This Planting Soil Mix will not be paid for separately, but will be considered incidental to this pay item.

Place backfill in two (2") to three (3") inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling.

When backfilling is approximately two-thirds (2/3) complete, saturate backfill with water and repeat until no more can be absorbed.

Place and compact remainder of backfill and water again.

Water newly planted material saturating the root ball and soaking soil thoroughly. The Contractor shall be responsible for supplying water. Where quick coupler hook-ups or water connections are available, Contractor shall take all actions to ensure that irrigation system remains intact and fully functional. Water furnished for application will be free from oil, acid, alkali, salts or other impurities.

Container-Grown Plants: Place and backfill as specified for balled and bur lapped stock, and as follows:

Remove plant from container, being careful to not disturb or break root ball.

Set plant at the original depth grown in the field or nursery and straighten plants. Place backfill and water in the method described above.

Anti-desiccant: Anti-desiccant spray will only be applied at the request of McCormick Place | ASM Global or if recommended by the Contractor. Spray apply, covering all portions of plant in accordance with manufacturer's recommendations.

If in full leaf, spray deciduous shrubs at nursery just before and two (2) weeks after transplanting.

Pruning: Remove dead, damaged, crossing or inward growing branches. Prune for appearance and to retain typical growth habit of plants with as much height and spread as practicable. Make cuts with sharp instruments and flush with trunk or adjacent branch. Do not remove leaders from trees.

ii. Tree Wrapping

Trees will be wrapped during the October 1 to November 30 Fall planting season only. All trees wrapped during this time period will have the tree wrap removed by April 15 of the following year. Removal of tree

wrap will be incidental to the Contract. Tree wrap must have prior approval from McCormick Place | ASM Global [Tuttle Tree Wrap or equivalent).

Trees will be pruned prior to wrapping. Trees will be wrapped before the installation of mulch.

Inspect and, if necessary, treat trunks for physical damage or insect infestation.

Wrap trunks of two inches (2") and greater caliper using wrapping tape. Tape from base up to first branch.

jj. Perennials, Grasses, Groundcover, Vines, Annuals and Bulbs

All potted plants are to have fully developed root systems that fill the container and the heads of the plants will at minimum fill the diameter of the container. Plants will be true to cultivar specified.

Plants will be in healthy, vigorous condition, free of disease, insects, dead or broken stems and branches, frost damage, sun scald, windburn, or aberrations of any kind. The roots will be *intact*, healthy, normal and unbroken.

Perennial plants will not be dormant but will have leaves and stems appearing above the top of the pot soil.

Annual plants *will* be in flower bud or blooming, and not spent.

Bulbs will be top size, #1 grade bulbs, guaranteed to produce flowers the following year.

Provide nursery grown stock unless specifically indicated otherwise. Provide stock complying in all respects with ANSI Z60.1 and in sizes indicated, measured in accordance with ANSI Z60.1. Larger sizes may be furnished if appropriate and if approved by McCormick Place | ASM Global, at no additional cost to McCormick Place | ASM Global.

Contractor shall provide labels for plants, stating botanic and cultivar name. Labels will be placed in the pots identifying plant material. Unlabeled plants will not be accepted.

Space plants as indicated on drawings or in plants lists.

Open holes sized to accommodate roots, keeping mulch out of the hole. Place plants at proper elevation so that base of the stem is even with the existing grade, and backfill with planting soil, working carefully to avoid damage to roots and to leave no voids.

Compacted or root-bound root balls will be loosened by hand or cut by pruning shears to facilitate water intake and to lessen transplant shock. Plants will be staked as needed using natural or green-colored bamboo stakes, cut to the proper length. Plants will be tied to stakes with raffia or green plastic-covered twist ties.

Perennials will be installed at the original depth grown in the field or nursery. Planting holes will be large enough to accommodate the entire root ball without cutting or forcing. Annual flowering plants will be installed at the spacing specified in the planting plan or as directed by McCormick Place | ASM Global.

Annuals must be groomed after installation, including deadheading, pinching, and trimming.

Bulbs will be planted at the depth recommended by the grower. Bulb Booster Fertilizer will be applied as recommended by the manufacturer at the time of installation. Bulb fertilization will be incidental to the cost of this pay item.

Water newly planted material saturating the root ball and surrounding soil. The Contractor shall be responsible for supplying water. Where quick coupler hook-ups or hose valves are available, Contractor shall take all actions to ensure that irrigation system remains intact and fully functional. Water furnished for application will be free from oil, acid, alkali, salts, or other impurities harmful to plants. Watering will not be paid for separately, but will be considered incidental to this item.

kk. Supplemental Watering Requirement

Description

The Contractor shall supply, install and maintain twenty gallon (20) Tree gator water bags at the request of McCormick Place | ASM Global to water newly installed trees or those determined to need supplemental watering. Select trees will be specified by McCormick Place | ASM Global based on weather conditions at the time of planting, soil conditions, and or the water requirement of the specific species being installed. Not every tree will require this treatment.

General Requirements

Tree watering bags will be 20 gallon Tree gator bags or equivalent installed singly or in series as approved and directed by McCormick Place | ASM Global. Upon completion of planting operations, each tree as directed by McCormick Place | ASM Global will be installed filled and be monitored. Tree gator bags will be installed according to the manufacturer's directions. Each bag will be filled with water to the recommended level and set to the standard drip rate (two holes open) or as directed by McCormick Place | ASM Global. Tree gator bags and the water level within the bag(s) will be maintained, monitored, and guaranteed by the Contractor. Bags will remain in place until each tree is established and or as directed by McCormick Place | ASM Global.

Basis of Payment

This item will be considered incidental to the installation items since it takes the place of truck watering and both the equipment and labor to perform this service which is also incidental. Both are necessary to establish healthy trees.

ll. Water Holding Polymer

Description

Water holding polymer will be used by the Contractor at the time of planting to enhance the water holding capacity of the existing or imported backfill.

General Description

Water holding polymer will be hydro gel or equivalent as approved by McCormick Place | ASM Global. Water holding polymer will be applied and thoroughly incorporated into the soil back-fill at the rate specified by the manufacturer or as directed by McCormick Place | ASM Global. The back-fill mix will be placed into the hole taking care to equitably distribute the mix around the root ball. The top two inches (2") of back-fill material will consist of untreated material. Upon completion the Contractor shall thoroughly water the planting site to fully hydrate the polymer and soil mix. Digital photos of the installation visually demonstrating the step detailed must be available upon request.

Basis of Payment

This item will be considered incidental to the installation items since it reduces watering time, assists with the required warranties and takes the place of truck watering and both the equipment and labor to perform this service which is also incidental.

III. RFP PROCESS AND SUBMISSION REQUIREMENTS

3.1 The RFP Process

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

Proposer's written response, which details the technical experience of the Proposer are due no later than **3:00 PM (CST) on May 24, 2021**. McCormick Place is committed to initiatives designed to conserve energy, protect vital resources and promote ecologically-efficient policies and procedures. In an effort to achieve this goal, McCormick Place | ASM GLOBAL will not request multiple hard copies of Proposals. Interested parties must submit **One (1) COMPLETE ORIGINAL hard copy and one electronic copy** of the RFP submittal that includes all information in the format outlined in this RFP (Section 3.2). The electronic copy must be saved as a searchable PDF document on a USB drive. Required Form G – Pricing and Required Form F – Special Conditions Regarding Minority and Women Business Enterprises must be saved as separate documents and identified as such in the electronic copy.

Original copy submittals and supporting documentation must be labeled "Proposal for McCormick Place | ASM GLOBAL Landscaping and Grounds Keeping Maintenance Services" and submitted to:

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

A **MANDATORY** pre-proposal conference and site visit will be held on **Wednesday May 12, 2021 (CST)** at 10:00 AM at the McCormick Place North Building, Room N140. A tour of portions of the facility will be conducted immediately following the meeting. Contractors that do not attend this mandatory pre-submittal meeting and site visit will be ineligible to submit as a Prime Contractor for these services.

McCormick Place | ASM GLOBAL will accept pre-submittal questions, in writing via e-mail to Alex Buckles, Supplier Diversity Administrator: abuckles@mccormickplace.com, until **12:00 PM (CST) on May 17, 2021**. A summary of questions received and answers will be issued as an addendum to all potential Proposers.

If it becomes necessary to revise or amend any part of this RFP, McCormick Place | ASM GLOBAL will publish a revision by written addendum and notify all prospective Proposers (via e-mail) who have registered as document holders to abuckles@mccormickplace.com. It will be the responsibility of the Proposer to obtain all such addenda and to acknowledge receipt of any addenda that have been issued by visiting the McCormick Place website at www.mccormickplace.com under the 'Doing Business' link. If none are issued, indicate "NONE" on Required Form A - Form of Transmittal Letter.

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

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. McCormick Place | ASM GLOBAL will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. *Proposals received after the proposal due date will be non-responsive and ineligible for consideration.*

3.2 RFP Submittal Requirements and Contents

Interested Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should be straightforward and concise in providing evidence of the Proposer's ability to meet the requirements of the RFP. Emphasis should be on conforming to the RFP instructions, responsiveness to the RFP requirements, and the completeness and clarity of content. The following provides an outline of the information to be included in the submittal.

Proposal Contents

In its Proposal the Proposer must provide information about the following:

- a) **Experience & Qualifications:** A brief description of at least three (3) relevant agreements for which your firm currently provides Landscaping Services similar in scope and complexity to McCormick Place | ASM Global's requirements. Provide the following information for each facility, for reference purposes: the Owner Name, Address, Phone, E-Mail and contact number; a detailed description of services performed.
- b) **Proposed Work Plan:** A Work Plan that describes the Proposers understanding of the Scope of Services, the Proposers approach and detailed action plan to accomplish the requirements defined in the Scope of Services as outlined in Section 2. The Work Plan must, minimally, include the following:
 - 1. A detailed description of the materials that will be installed, equipment that will be utilized and the Services that will be performed on a daily, weekly, bi-weekly and monthly basis.
 - 2. A staffing detailing the estimated labor hours, tasks workers will perform and the category of workers assigned.
 - 3. An overview of the employee training program to be employed.
 - 4. An overview of performance management practices that will be employed as part of the proposal.
 - 5. Provide a copy of the firm's safety manual and/or plan, including format schedule and a list of topics provided to the crews and other workers.
 - 6. The plan should include recommendations to service the facility if additional services will be required and pricing is not included in the base price.
 - 7. Any supplemental information which will assist in evaluating your firm's ability to meet the minimum performance requirements and operational specifications outlined herein.
- c) **Executive Summary and Organizational Chart:** An executive summary of the Proposer's organization and team. An organizational hierarchy chart including names and titles. For each individual listed please provide copies of resumes, qualifications, licenses and certifications for the person responsible for the overall management of the Services as well as key personnel, including, but not limited to: horticulturists, arborists, landscape architect, and other key supervisory staff.
- d) **Description of Subcontractors:** Identify any portion of the Scope of Services that will be subcontracted. Include firm qualifications and key personnel, telephone number, e-mail and contact person for all subcontractors. Provide a list of three (3) relevant projects for which each subcontractor has performed Landscaping Services relevant to this contract including: a) project name and location, b) a brief description

of the work performed by the sub-contracting firm, and c) contact information for the project client including name, phone number and e-mail address.

- e) **Sustainability:** An overview of green and environmental practices that your firm currently utilizes and those which will be implemented as part of the proposed Work at McCormick Place.
- f) **Equipment:** Provide a list of large power equipment (i.e. backhoes, bobcats, skid steers, ride-on mowers, walk-behind mowers etc.) that will be utilized to perform the Services at McCormick Place. Do not include hand tools or hand-held power equipment (i.e. string trimmers, leaf blowers).
- g) **Certifications and Licenses:** Proposer must provide any/all of the firm's licenses that are required by the State of Illinois and City of Chicago to perform this type of Work.
- h) **Financial Information:** Financial statements, such as balance sheets and/or profit and loss statements, for the last three years demonstrating that the Proposer has the financial viability and ability to perform the services. The Proposer must also provide written disclosure advising of any pending litigation against the Proposer that may have a material effect upon the Proposer's ability to provide the services.
- i) **Required Forms:** In addition to the information required above, Proposals must contain the following completed items, included as attachments to this RFP:

1. **Required Form A – Form of Transmittal Letter**

2. **Required Form B – Statement of Business Organization**

3. **Required Form C – Statement of Qualifications**

4. **Required Form D – Insurance Requirements**

5. **Required Form E – Notification of Exceptions**

6. **Required Form F – Special Conditions Regarding Minority and Women Owned Business Enterprises**
McCormick Place | ASM Global has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by McCormick Place | ASM Global. McCormick Place | ASM Global's goals for MBE and WBE participation in the performance of Contracts are 30% and 10% respectively. Proposers will be required to submit a MBE/WBE utilization plan and to commit to making a good faith effort to achieve these goals with subconsultants, subcontractors and suppliers.

7. **Required Form G – Proposed Pricing**

Proposers shall provide an Annual Lump Sum Price for full completion of all Landscape Maintenance Services, as outlined in Section 2 of this RFP, on Required Form G - Proposed Pricing. Proposers to provide itemized and extended pricing for all elements listed in the Scope of Services. The Lump Sum cost must be inclusive of all labor, materials, equipment, supervision and any other costs and services necessary to perform the Services.

Proposer must also include, along with their proposed pricing the following information:

- i) An **Hourly Rate Sheet** for all required personnel should additional services be necessary.
- ii) A Seasonal Planting Price Proposal for Spring, Winter and Fall

IV. RFP EVALUATION CRITERIA

4.1 Evaluation Process

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

4.2 Evaluation Criteria

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

- a.) **Experience and Qualifications:** Experience, qualifications, performance on past service agreements of the same quality, complexity and size. Whether the Proposer has demonstrated previous experience of similar scope as described in the RFP.
- b.) **Detailed Work Plan:** Whether the Proposer has provided a **detailed** Work Plan, inclusive of all required information as outlined in Section 3.2.a., that describes the necessary steps needed to complete the Work.
- c.) **Management and Key Personnel:** Experience and qualifications of the Proposer's On Site Contractor Representative and the experience and performance record of individuals who will be performing the Services on a daily basis.
- d.) **Subcontractor Experience and Qualifications:** Proposed Subcontractors experience, qualifications and performance on past service agreements of the same quality, complexity and size.
- e.) **Sustainability:** The green practices that the Proposer currently utilizes and proposed to enforce at the McCormick Place facility.
- f.) **Equipment:** The quantity and quality of the equipment that will be furnished.
- g.) **Financial Capability:** Whether the Proposer has provided sufficient evidence of their company's financial abilities to perform the work.
- h.) **Proposed Pricing and Fee Structure:** The reasonableness of the proposed pricing to perform the Services.
- i.) **Special Conditions Regarding Minority & Women Business Owned Businesses:** The strength of the Proposer's MBE/WBE utilization plan and their compliance with the RFP requirements.
- j.) **Overall Submittal Compliance:** Whether or not the Proposer has submitted a Proposal in compliance with the Submittal Requirements as outlined herein.

V. CONDITIONS, DISCLAIMERS AND DISCLOSURES

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

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

5.1 General Agreements

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

5.2 Signing Forms

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

- If the Proposer is a corporation or limited liability company, the Proposal and Form of Transmittal Letter shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation or manager of the company, with the designation of his/her official capacity, and attested properly. The Response and Form of Transmittal Letter shall show the state in which the corporation is chartered. If it is a foreign corporation, the Response shall show whether or not the Proposer is licensed to transact business in the State of Illinois.
- If the Proposer is a firm or partnership, the Proposal and Form of Transmittal Letter shall be signed in the name or style under which the organization is doing business and by the partner, proper officer, or officers whose official capacity shall be designated. The name and address of each member of the organization shall be shown on the Proposal and Form of Transmittal Letter.
- If the Proposer is an individual, he/she shall sign the Proposal and Form of Transmittal Letter in person or by representative, stating the name or style, if any, under which he/she is doing business. If the signing is by representative, the representative's Power of Attorney or other authorization shall be stated and shall be proven if requested.

- If the Proposer is a joint venture, the Proposal and Form of Transmittal Letter shall be signed by each of the persons or firms that are a party to the joint venture agreement. A certified copy of the joint venture agreement shall be attached to the Proposal and Form of Transmittal Letter. A joint venture will not be accepted unless the joint venture agreement or some other signed and legally binding instrument is certified and attached to the Proposal Form sheet and Form of Transmittal Letter and contains provisions for one of the parties to the joint venture to be in full direction of the services and to exercise this direction through a single individual to be appointed manager of operations with the consent of all parties to the joint venture agreement.
- In every case, the Proposal and Form of Transmittal Letter shall show the present business address of the Proposer at which address communications shall be received and service of notices accepted.
- Where the Proposal and Form of Transmittal Letter are signed by an agent of the Proposer, evidence of the agent's authority to sign must accompany the Proposal. If the Proposer is a corporation, such evidence shall be a certified copy of that section of corporate bylaws or other authorization such as a Resolution by the Board of Directors, which permits the person to sign the offer on behalf of the corporation. The name of each person signing the Proposal shall be typed or printed below his/her signature.

5.3 Ownership of Proposals

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

5.4 Improper Practices

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

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

5.5 Interpretation

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

5.6 Multiple Awards

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

5.7 Contract Terms

The **LANDSCAPING AND GROUNDS KEEPING MAINTENANCE SERVICES** 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.

5.8 No Criminal/ Civil Liability and Not In Arrears Certification

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

5.9 Vendor Ethics

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

5.10 Insurance Requirements

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

5.11 Taxes

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

5.12 Rejection of Proposals

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

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

5.13 Protests

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

McCormick Place | ASM Global
Attn: Alex Buckles, Supplier Diversity
301 E. Cermak Rd.
Chicago, IL 60616
abuckles@mccormickplace.com

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

5.14 Freedom of Information Act

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

5.15 Confidentiality

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

5.16 Prevailing Wage Act

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

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

[Insert Date]

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

Re: **Landscaping and Grounds Keeping Maintenance Services #S2021-03**

Mr. Alex Buckles, Supplier Diversity:

On behalf of _____ (Full legal name of Proposer), I submit with this letter its response to McCormick Place | ASM Global's Request for Proposals ("RFP") for **LANDSCAPING AND GROUNDS KEEPING MAINTENANCE SERVICES**. In this connection, I state the following:

1. I have full authority to bind Proposer with respect to this response to the Request for Proposals and any oral or written presentations and representations made to McCormick Place | ASM GLOBAL.
2. I have read and understand the Request for Proposals (RFP) and am fully capable and qualified to provide the goods and/or services as described within this Request for Proposals (RFP).
3. I have read and understand the Request for Proposals, including addenda numbers _____.
4. I understand that McCormick Place | ASM GLOBAL will rely on my firm's response to the Request for Proposals and I agree to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. I agree to hold my Proposal open for a period of 90 days from the date and time established for notification of award, and, if requested by McCormick Place | ASM GLOBAL, for an additional 30 days thereafter.
6. If requested by McCormick Place | ASM GLOBAL, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist McCormick Place | ASM GLOBAL in evaluating its Proposal.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with McCormick Place | ASM GLOBAL and no conflict of interest which could interfere with the provision of services to McCormick Place | ASM GLOBAL.
8. Proposer understands that McCormick Place | ASM GLOBAL will rely upon the material representations set forth in the Request for Proposals and that Proposer has a continuing obligation to update any information which changes or which Proposer learns to be incorrect.
9. It is understood that an original and multiple copies of the Request for Proposals have been submitted for consideration. Proposer warrants that all electronic copies are identical to the original in all respects.
10. If selected by McCormick Place | ASM GLOBAL, Proposer agrees to negotiate and enter into an Agreement for **LANDSCAPING AND GROUNDS KEEPING MAINTENANCE SERVICES** with McCormick Place | ASM GLOBAL.
11. I declare that **all** Required Forms A through G have been examined by me and to the best of my knowledge and belief are true, correct, and complete.

Signed: _____

(Typed name of signatory)

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

State of _____

County of _____

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

Notary Public Signature

(Notary Seal)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: McCormick Place Landscaping and Grounds Keeping Maintenance Services

PROJECT NUMBER: #S2021-03

CONTRACTOR:

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

INDIVIDUAL

If the Proposal is submitted by an **individual**, complete the information listed below:

Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN:	
Is the individual authorized to do business in Illinois? [] YES [] NO			

PARTNERSHIP

If the Proposal is submitted by a **partnership**, complete the information listed below:

Firm Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN:	
Is the partnership authorized to do business in Illinois?			

List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one half (7½%) in the business organization.

Holding Firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one half percent (7½%) in such "holding firm". (Use a separate page if necessary).

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

Name	Percentage Ownership

List the names of all managing partners:

CORPORATION OR LIMITED LIABILITY COMPANY

If the Proposal is submitted by a **corporation** or **limited liability company (LLC)**, complete the information listed below:

Corporate or Company Name:			
Date of Incorporation:		State of Incorporation:	
If incorporated in another State, are you authorized to do business in the State of Illinois?			
Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN	

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

Name	Percentage Ownership

List the names of all officers and directors/managers:

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: McCormick Place Landscaping and Grounds Keeping Maintenance Services
PROJECT NUMBER: #S2021-03
CONTRACTOR: _____

MINORITY AND WOMEN BUSINESS ENTERPRISE PROFILE

Is Proposer a certified minority or woman owned business enterprise?

- ☐ YES
☐ NO

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

Identify Proposer's M/WBE status:

- ☐ Minority-Owned Business Enterprise (MBE)
☐ Women-Owned Business Enterprise (WBE)

Certified by:

- ☐ Minority-Owned Business Enterprise (MBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Minority-Owned Business Enterprise (MBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Minority-Owned Business Enterprise (MBE)
☐ Other: _____

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

Identify Agency certification is pending with: _____

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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROJECT DESCRIPTION: McCormick Place Landscaping and Grounds Keeping Maintenance Services
PROJECT NUMBER: #S2021-03
CONTRACTOR: _____

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

1. The number of consecutive years that Proposer has been engaged in the business under the present firm name.

Number of consecutive years at this location: _____.

Date when business was organized _____.

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

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

4. List below two (2) references:

A. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

B. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

5. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

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

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

If yes to either question, provide details. _____

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

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

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

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

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

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

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

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – INSURANCE REQUIREMENTS

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

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

a. Commercial General Liability

Coverage	Limit
General Aggregate	\$ 2,000,000.00
Products Liability/Completed	
Oper. Aggregate	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00

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

b. Workers' Compensation and Employer's Liability

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

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against McCormick Place | 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 \$ 2,000,000.00

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

e. Professional Liability (Design & Architects) \$ 1,000,000.00
Errors & Omissions

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to McCormick Place | 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. Additional insured endorsement form ISO form CG 20 11 or CG 20 26 must accompany the Certificate of Insurance.
9. Subcontractors performing services for the selected contractor shall maintain coverage terms and limits equal to or greater than the contractor.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail to:

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

REQUIRED FORM E – NOTIFICATION OF EXCEPTIONS

The Undersigned understands and agrees that:

PLEASE CHECK ONLY ONE

☐ Proposer acknowledges that there are **NO EXCEPTIONS** to the Form of Agreement, Exhibit I, or any other requirements stated in this procurement S2021-03.

Signed: _____

(Typed name of signatory)

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

Date: _____

☐ Proposer acknowledges that **THERE ARE EXCEPTIONS** to the Form of Agreement, Exhibit I, including conflicts of interest, or any other requirements stated in this procurement S2021-03 and has attached them to this Required Form E Notification of Exceptions.

Signed: _____

(Typed name of signatory)

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

Date: _____

SECTION I. POLICY STATEMENT AND TERMS

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

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

SECTION II. DEFINITIONS

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

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

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

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

SECTION III. CERTIFICATION

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

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

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

SECTION IV. CONTRACT GOALS

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

MBE PERCENTAGE	WBE PERCENTAGE
25%	10%

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

SECTION V. OBLIGATIONS OF BIDDERS AND PROPOSERS

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

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

Alexander Buckles, Supplier Diversity Program Administrator
E-Mail: abuckles@mccormickplace.com

SECTION VI. SUBMITTAL REQUIREMENTS

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

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

SECTION VII. COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

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

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

b. Direct Participation.

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

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

c. Materials and Supplies

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

d. Joint Ventures

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IX. IMPRACTICABILITY

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

SECTION X. RECORD KEEPING

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

SECTION XI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

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

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

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

All subcontract agreements between the Contractor and MBE/WBE firms must contain language requiring the MBE/WBE to respond to notifications from SMG requiring the MBE/WBE firms to report payments received from a prime or a non-certified firm.

SECTION XII.EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION XIII. SMG'S REMEDIES FOR NON-COMPLIANCE

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

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

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

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

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

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

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



A. Project Information

RFP Number:

RFP Title:

B. Bidder/Proposer Information

Name of Bidder/Proposer:

I HEREBY DECLARE AND AFFIRM, under penalty of perjury, that

1. I am a duly authorized representative of: _____ ("Prime Contractor");
2. I have personally reviewed information set forth in this Schedule A describing our proposed plan to achieve the MBE/WBE requirements of this contract ("Compliance Plan") and any relevant supporting information;
3. I have conducted reasonable due diligence about the accuracy of the information set forth in the Compliance Plan;
4. I understand that the Compliance Plan contains material statements upon which SMG will rely as part of its decision making regarding Bid or Proposal selection;
5. All MBE/WBE firms included in this Compliance Plan are certified, and that I have attached all letters of certification for all MBE/WBE firms including Prime Contractor if applicable;
6. Based on my knowledge and due diligence, this Compliance Plan does not contain any untrue information or omit any material fact necessary to make the information contained therein true and complete; and
7. I further declare and affirm that I have read and understand SMG's Special Conditions Regarding Minority and Women Owned Business Enterprises (the "Special Conditions") and that the organization that I represent is in compliance with the Special Conditions. I further understand that if SMG determines that any information provided in the Compliance Plan or any other document submitted to SMG is intentionally false or misleading, SMG may pursue any and all remedies at law or equity, including without limitation, termination of any and all contracts with my firm, designating my firm as non-responsible on future bid opportunities, debarment of my firm from doing business with SMG, as well as referral of my firm to the appropriate certifying and/or law enforcement agency(ies), and liquidated damages.

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



C. Direct Participation of MBE/WBE Firms

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

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

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

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

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

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

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



Name of Firm:		Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Address:		
Phone:	Fax:	
Contact Person:	Email:	
Dollar Amount of Participation:	Percentage of Participation:	
Description of Service or Work:		
D. Direct Participation of Non-MBE/WBE Firms		
List all Non-MBE/WBE firms directly involved in the performance of this contract. Attach additional sheets as necessary.		
Name of Firm:		
Address:		
Phone:	Fax:	
Contact Person:	Email:	
Dollar Amount of Participation:	Percentage of Participation:	
Description of Service or Work:		
Name of Firm:		
Address:		
Phone:	Fax:	
Contact Person:	Email:	
Dollar Amount of Participation:	Percentage of Participation:	

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



Name of Firm
(MBE/WBE):

Address:

Phone:

Fax:

Contact Person:

Email:

Dollar Amount of Participation:

Percentage of Participation:

Description of Service or Work:

E. Declaration and Affirmation

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

Signature of Affiant:

Print Name:

Date:

IF PROPOSING AS A JOINT VENTURE

Name of Joint Venture Participant:

Signature of Affiant:

Date:

Print Name:

Date:

State of: _____ County of _____

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

NOTARY PUBLIC

(SEAL)

For Internal Use:

Reviewed by:

Date:

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



A. Project Information

RFP Number:	RFP Title:
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B. Statement of Intent

From (MBE/WBE Firm):

Type of Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Certifying Entity:
--	--------------------

To (Prime Contractor):

and McCormick Place | SMG

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

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

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

3. The firm will be subcontracting a portion of the work described in this Schedule B as set forth below. If the MBE/WBE firm will not be subcontracting a portion of the work, 0% must be shown in the table. If more than 10% of the value of the MBE or WBE's scope of work will be sub-contracted, attach a letter from the subcontractor (on subcontractor letterhead) indicating the dollar amount of participation and a brief description of the work to be subcontracted.

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

C. Declaration and Affirmation	
<p>The undersigned MBE/WBE firm and the Bidder/Proposer agree that they will enter into a binding agreement to perform the work set forth in this Schedule B for the prices/percentages indicated. The undersigned firms also certify that before making any changes to the work to be provided under this Schedule B, they will notify McCormick Place SMG. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.</p>	
<p>I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule B, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.</p>	
<p>MBE/WBE Firm:</p>	
Signature of Affiant:	Date:
Print Name:	Title:
<p>IF PROPOSING AS A JOINT VENTURE (Attach Schedule C: Joint Venture Agreement)</p>	
<p>Non-MBE/WBE Firm:</p>	
<p>Signature of Joint Venture Partner:</p>	
Signature of Affiant:	Date:
Print Name:	Title:
<p>State of: _____ County of _____</p> <p>Subscribed and sworn to before me this _____ day of _____, 20____</p> <p>_____</p> <p>NOTARY PUBLIC (SEAL)</p>	
<p>For Internal Use</p>	<p>Reviewed By:</p>
	<p>Date:</p>

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



A. Project Information

RFP Number:

RFP Title:

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

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

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

B. Joint Venture Information

Name of Joint Venture:

Address:

Phone:

E-Mail:

Contact Person:

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

List all other business relationships between the Joint Venture participants, including other joint venture agreements in which the parties are jointly involved:

C. Non MBE/WBE Joint Venture Participant(s)

Name of Firm: % Ownership:

Address:

Phone: Fax:

Contact Person: Email:

D. MBE/WBE Joint Venture Participant(s)

Name of Firm: % Ownership:

Address:

Phone: Fax:

Contact Person: Email:

Type of Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Certifying Entity:	Date:
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Area of Specialty:

MBE/WBE initial capital contributions: \$ %

Future capital contributions (explain requirements):

Source of funds for the MBE/WBE capital contributions:

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

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

Specify other applicable ownership interests or other agreements, which restrict or limit ownership and/or control:

E. Control of and Participation in the Joint Venture

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

Joint Venture check signing:

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

Signing, co-signing and/or collateralizing loans:

Acquisition of lines of credit:

Acquisition and indemnification of payment and performance bonds:

Negotiating and signing labor agreements:

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

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

F. Financial Control of Joint Venture

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

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

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

G. Personnel of Joint Venture

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

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

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

Are any of the proposed Joint Venture employees currently employees of any of the Joint Venture participants?

☐ Yes ☐ No

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

Number of employees	Position	Employed by
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H. Additional Information

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

I. Declaration and Affirmation

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

MBE/WBE Firm:

Signature of Affiant:

Print Name:

Date:

Non - MBE/WBE Firm:

Signature of Affiant:

Print Name:

Date:

State of: _____ County of _____

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

NOTARY PUBLIC

(SEAL)

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



A. Project Information

RFP Number:

RFP Title:

B. Bidder/Proposer Information

Name of Bidder/Proposer:

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

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

Name of Firm:

Address:

Phone:

Fax:

Contact Person:

Email:

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

Name of Firm:

Address:

Phone:

Fax:

Contact Person:

Email:

C. Declaration and Affirmation

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

Signature of Affiant:

Date:

Print Name:

Title:

State of: _____ County of _____

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

NOTARY PUBLIC

(SEAL)

For Internal Use

Reviewed By:

Date:

McCormick Place | SMG
Special Conditions Regarding Minority and
Women Owned Businesses
Schedule D-2: Statement of MBE/WBE
Regarding Unavailability to Perform or
Prepare a Bid



A. Project Information

RFP Number: RFP Title:

B. MBE/WBE Statement

Name of MBE/WBE Firm:

Bidder/Proposer Name:

The undersigned certifies that:

1. The above named MBE/WBE firm was offered an opportunity to bid on the above – referenced project by the above named Bidder/Proposer.
2. The MBE/WBE firm is unavailable to perform the services or prepare a bid for the following reason:

D. Declaration and Affirmation

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

Signature of Affiant:

Date:

Print Name:

Title:

State of: _____ County of _____

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

NOTARY PUBLIC

(SEAL)

For Internal Use

Reviewed By:

Date:

REQUIRED FORM G – PROPOSED PRICING

Proposers shall provide a **Total Base Fee** for full completion of all Landscaping Services as described in Section 2 – General Requirements and Detailed Specifications. Proposers must provide annual pricing for all elements necessary to complete the **Summer Planting Schedule** as outlined in Section 2.10.

The Base Rate and Seasonal Planting Rate *must* be inclusive of all labor, equipment, materials, supervision and any other costs and services necessary to perform all Landscaping Maintenance and related services as detailed in the Specifications.

MCCORMICK PLACE COMPLEX BASE FEE PROPOSAL

	BASE YEAR	2 ND YEAR	3 RD YEAR	4 TH YEAR (EXTENSION OPTION 1)	5 TH YEAR (EXTENSION OPTION 2)
BASE RATE Landscaping Services for McCormick Place East, West, South, North, Lakeside Center, Corporate Center, Wintrust Arena, Pocket Park, Parking Lot B and Energy Center Buildings	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Summer Seasonal Planting Rate for McCormick Place West, South, North, Lakeside Center, Corporate Center, Wintrust Arena, Pocket Park, Parking Lot B and Energy Center Buildings	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
GRAND TOTAL (Base Rate + Summer Seasonal Planting Rate)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Proposer must include, along with their proposed pricing, the following Hourly Rate Sheet for all labor, professional and technical personnel which may be used should additional services be necessary:

HOURLY BILLING RATES FOR ADDITIONAL SERVICES

EMPLOYEE TITLE	REGULAR TIME	OVERTIME	DOUBLE TIME
Superintendent	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour
Commercial Pesticide Applicator	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour
Foreman	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour
Landscape Designer / Architect	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour
Horticulturist	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour
Other: _____	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour
Other: _____	\$ _____ / hour	\$ _____ / hour	\$ _____ / hour

Please indicate what days of the week, holidays and hours constitute “Regular”, “Overtime” and “Double Time”:

	DAYS	HOLIDAYS	HOURS
REGULAR			
OVERTIME			
DOUBLE TIME			

Proposer must provide the mark up percentage for items purchased by the Contractor for items that are not included in the base contract, such as the cost for replacement trees or sod that become damaged due to an event or storm. McCormick Place | ASM Global reserves the right to request invoices to verify actual cost of items.

PERCENTAGE MARK UP

Mark Up Rate Above Cost:	_____ %
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McCormick Place | ASM Global may determine that additional seasonal plantings are necessary for the facility during the Spring, Fall and Winter Seasons. Proposers are **required** to provide pricing for each location and season based on the type of plants/flowers as described in the table below. The cost *must* be inclusive of all labor, equipment, materials, supervision and any other costs and services necessary to provide the Seasonal Plantings:

ADDITIONAL (OPTIONAL) SEASONAL PLANTINGS

Lakeside Center

Lg. Square Planter Beds	20' x 20'	12	\$ _____	\$ _____	\$ _____
Planter Beds	3' x 200'	2	\$ _____	\$ _____	\$ _____
Lakeside Center Subtotal:			\$ _____	\$ _____	\$ _____

South Building

Small Round Bowls	18"	8	\$ _____	\$ _____	\$ _____
Med Round Bowls	24"	5	\$ _____	\$ _____	\$ _____
Large Round Bowls	36"	3	\$ _____	\$ _____	\$ _____
XL Round Bowls	72"	15	\$ _____	\$ _____	\$ _____
Square Planters	32" x 32"	4	\$ _____	\$ _____	\$ _____
Ground Beds	10' x 25'	5	\$ _____	\$ _____	\$ _____
Planter Beds	4' x 4'	5	\$ _____	\$ _____	\$ _____
Planter Beds	2' x 25'	5	\$ _____	\$ _____	\$ _____
South Building Subtotal:			\$ _____	\$ _____	\$ _____

ADDITIONAL (OPTIONAL) SEASONAL PLANTINGS CONTINUED

West Building

Planter Type	Size	Qty.	Spring (4 ½" Mixed Pansies)	Fall (Mums, Cabbage, Kale)	Winter (Frasier Fir Bough Bundles, Junipers Sea Green & Red Twigs)
XL Round Bowls	72"	15	\$ _____	\$ _____	\$ _____
Lg. Square Planters	14' x 18'	10	\$ _____	\$ _____	\$ _____
Planters	5' x 8'	2	\$ _____	\$ _____	\$ _____
Planters	3' x 5'	8	\$ _____	\$ _____	\$ _____
West Building Subtotal:			\$ _____	\$ _____	\$ _____

MLK Bridge (Connecting the Lakeside Center and South Building)

Lg. Square Planters	48" x 48"	25	\$ _____	\$ _____	\$ _____
Sm. Square Planters	36" x 36"	50	\$ _____	\$ _____	\$ _____
North Planting Bed	1278 Sq. Ft.	1	\$ _____	\$ _____	\$ _____
South Planting Bed	1980 Sq. Ft.	1	\$ _____	\$ _____	\$ _____
Hanging Baskets	12" x 54"	11	\$ _____	\$ _____	\$ _____
MLK Bridge Subtotal:			\$ _____	\$ _____	\$ _____

	SPRING	FALL	WINTER
SEASONAL PLANTING TOTALS (North + Lakeside + South + West + MLK Bridge)	\$ _____	\$ _____	\$ _____

[INSERT CONTRACTOR NAME]
[INSERT CONTRACT DESCRIPTION]
[INSERT CONTRACT NUMBER]

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

BACKGROUND

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

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

- 1. Contract Documents.** The Contract shall be deemed to include this document and the following exhibits and attachments, all of which are incorporated into and made a part of this Contract as the Contract Document. In the event of a conflict between this document and any Exhibit, the provisions of this document shall control. The Exhibits are as follows:
 - Exhibit 1 – Scope of Services
 - Exhibit 2 – Pricing
 - Exhibit 3 – Insurance Requirements
 - Exhibit 4 – Request for Proposals (RFP) document
 - Exhibit 5 – Special Conditions Regarding Minority and Women Business Enterprises
- 2. Term.** This Contract begins on the Effective Date and shall remain in effect, unless earlier terminated pursuant to Section 18 hereof, until *[insert contract expiration date]*. ASM GLOBAL shall have the option to extend any expiration date for a period of *[insert renewal term]* by giving no less than thirty (30) days prior written notice to Contractor. In each such event, the terms of this Agreement during the then current term shall be the terms for the renewal term, unless ASM GLOBAL and Contractor otherwise mutually agree in writing.
- 3. Scope of Contract.**
 - (a) **Description of Services.** Contractor shall perform the Services as described in Exhibit 1 attached hereto (collectively, the “Services”). All orders for Services will be initiated by ASM GLOBAL and submitted to Contractor via a purchase order (the “Purchase Order”) setting forth the description of services and delivery terms of such Services. All terms and conditions contained in this Agreement shall be deemed incorporated into and made a part of each Purchase Order.
 - (b) **Materials.** The Contractor shall at all times during this Contract, have all necessary materials in sufficient amounts and capabilities and properly maintained, as needed to comply with the terms of this Agreement. The Contractor shall use and supply only materials of the highest quality and consistency and, where applicable, within budget allowance. Contractor shall identify the source for any materials, to be used at

ASM Global's facility as part of the Services. Contractor shall only use Providers approved from time to time by ASM GLOBAL related to integrity, quality and market rates. ASM GLOBAL shall have the absolute right to review and approve such material providers, and may reject any such providers at any time in its sole and unlimited discretion.

- (c) **Equipment.** The Contractor shall at all times during this Agreement, have and maintain all necessary equipment in sufficient amounts and capabilities, and properly maintained, as needed to perform all Services. On signing this Agreement, and subsequent thereto as changes in equipment are made, Contractor shall identify the equipment to be used under this Agreement. ASM GLOBAL shall have the right to review and approve such equipment, and may require additional or different equipment in the event ASM GLOBAL determines, in its sole discretion, that the equipment provided is inadequate in amount, quality or capability.
- (d) **Standard of Care.** Contractor shall perform the Services with due care in a manner consistent with industry standards for the type of Services provided hereunder.
- (e) **Contractual Relationship.** In performing its Services under this Agreement, Contractor is an Independent Contractor and does not and must not act as or represent itself as an agent or employee of ASM GLOBAL.
- (f) **Time is of the Essence.** Contractor shall proceed to perform the Services under the terms of this Contract promptly and diligently, in accordance with the Contract Documents.
- (g) **Additional Services.** No change increasing or decreasing the quantity or price of any Services, or change from the terms set forth in the Contract Documents for any such shall be made unless previously authorized by ASM GLOBAL as required by law, and no claim for extra compensation will be considered unless such prior authorization has been obtained. The Contractor shall not deliver any Additional Services until it has received prior written approval from ASM GLOBAL authorizing the Contractor to proceed with such Additional Services. The Contractor acknowledges that Additional Services involving costs may require the prior approval of Management. Upon approval of Additional Services by ASM GLOBAL, ASM GLOBAL and the Contractor shall execute an amendment to Exhibit 1, or such other portions of this Contract as may be necessary the Contract evidencing the Contract of the parties regarding such Additional Services.

4. **Standard of Performance.** Contractor shall perform all activities as set forth in the Contract Documents with that degree of skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude in the Chicago area, and in conformance with the applicable professional standards. Contractor shall at all times use its best efforts on behalf of ASM GLOBAL to assure timely and satisfactory rendering and delivery of the required Services. Contractor and all of Contractor's employees or subcontractors providing Services under this Contract shall be qualified and competent in the applicable discipline or industry, shall be appropriately licensed as required by law, shall comply with all City of Chicago, State of Illinois, and federal laws as applicable and shall conform to the terms of the Contract Documents and this Contract. Contractor remains responsible for the professional and technical accuracy of all Services and other deliverables furnished, whether by the Contractor or others on its behalf. No review, approval, acceptance, nor payment for any and all of the Services by ASM GLOBAL shall relieve the Contractor from its responsibilities.

5. **Approvals.** The Services purchased by ASM GLOBAL are subject to approval by ASM GLOBAL to determine compliance with the provisions of this Contract. Provided, under no circumstances shall such approval relieve Contractor from any obligation set forth in this Contract, including, without limitations, all obligations mandated by law or industry safety requirements, or latent defects. Further, such approval is for the purpose of determining the quality and completeness of the Services, including materials used, and is not for the purpose of determining compliance with applicable laws or industry safety requirements.

(a) Services determined by ASM GLOBAL to be non-compliant with this Contract shall be corrected or replaced within five (5) days after notification to Contractor. Payment for any Services ordered hereunder prior to inspection and approval shall not constitute acceptance thereof and is without prejudice to any and all claims that ASM GLOBAL may have against Contractor.

(b) Services determined by ASM GLOBAL to be compliant with this Contract shall be accepted upon proper completion.

6. Shipping. Unless otherwise set forth on Exhibit 1 or any Purchase Order delivered by ASM GLOBAL hereunder, all costs, fees, and expenses arising in connection with the delivery and shipment to ASM GLOBAL of Goods furnished in connection with the Services shall be borne by Contractor. Contractor guarantees that all merchandise now being sold or delivered to ASM GLOBAL will be, at the time of its delivery as required by this Agreement, packaged, marked, labeled, and shipped in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and orders. All shipments must be packed in a manner that will provide for efficient handling and prevent damage in transit. Goods must conform to the description, quantity, and other specifications set forth in this Agreement.

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

8. Contractor Representations and Warranties. Contractor hereby represents and warrants to ASM GLOBAL, and agrees as follows:

(a) Contractor warrants that it is fully staffed, equipped, trained and otherwise capable to perform this Contract. Contractor further represents that, by its own independent investigation it has ascertained the nature of the Services required, the conditions involved in delivering the Services, and Contractor's obligations under this Contract. Contractor is responsible to verify all information furnished by ASM GLOBAL as to the correctness and accuracy of that information. Any failure by Contractor to investigate independently and become fully informed will not relieve Contractor from its responsibilities under this Contract;

(b) Contractor warrants that all Services provided (a) shall be compliant with the standards set forth in Section 4 hereof, (b) shall comply with all City of Chicago, State of Illinois, and Federal laws applicable to the Services, and (c) shall conform to the terms of this Contract.;

(c) The Contractor further warrants that it is either the original manufacturer of any Goods furnished in connection with the Services and is capable of providing genuine parts, assemblies and/or accessories, or is capable of transferring and/or assigning original warranties to ASM GLOBAL. ASM GLOBAL may return any nonconforming or defective Goods to Contractor or require replacement of the materials at the time the defect is discovered, all at the Contractor's expense. Contractor must replace any nonconforming or defective Goods within ten (10) days of notification from ASM Global's designated representative. Acceptance of Goods and Services by ASM GLOBAL by payment shall not relieve Contractor of the responsibilities herein;

(d) Contractor warranty shall survive the termination or expiration of this Contract;

(e) Contractor has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

- (f) No litigation or pending or threatened claims or litigation exist which do or might adversely affect Contractor's ability to fully perform its obligations hereunder or the rights granted by Contractor to ASM GLOBAL under this Agreement.

9. Compensation. Contractor shall deliver to ASM GLOBAL an invoice for all requested services covered in this Agreement. Contractor shall receive compensation in the amount and schedule as set forth on Exhibit 2. All invoicing and requests for payment shall be in such form and with such documentation as required by ASM GLOBAL. Under no circumstances shall the Compensation exceed the agreed upon pricing set forth in Exhibit 2 without a prior written amendment to this Contract.

- (a) It is understood that the prices set forth in Exhibit 2 are firm prices for the term of this Agreement.
- (b) Most Favored Nations: The Contractor shall provide prices for Services at a rate not greater than the rate offered to the State of Illinois or any other unit of local government. In the event that the Contractor agrees to provide Services to the State of Illinois or any other unit of local government at a rate lower than that then in effect under this Agreement, Contractor shall offer to adjust the price to ASM GLOBAL accordingly.
- (c) The Contractor shall submit invoices for payment to ASM GLOBAL upon delivery of the Services, indicating the Services provided and all authorized reimbursable expenses incurred during the preceding month and the charges therefore as any approved Additional Services conducted during the preceding billing period.
 - (i) Payment will be made on the basis of approved invoices and such supporting documentation as ASM GLOBAL may require, including, but not limited to: receipted invoices for materials used, certified payroll records and any applicable lien waivers releasing ASM GLOBAL from any and all present or future liability which accrued or may accrue against ASM GLOBAL on account of the Work covered thereby.
 - (ii) If ASM GLOBAL objects to all or any portion of any invoice, it shall promptly notify Contractor of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment authorization is due, then ASM GLOBAL shall pay only that portion of the invoice that is not in dispute.
 - (iii) Neither the initial payment nor any later progress payment constitutes acceptance of the Services or any deliverables provided under this Contract.
 - (iv) No additional or altered terms and conditions shall be included with the invoice except as are permitted and consistent with the terms of the Contract Documents.
- (d) Contractor shall be solely responsible to ensure that any of its sub-contractors and consultants are timely paid all amounts due them in connection with the performance of this Contract. After the first partial payment under the Contract, ASM GLOBAL may withhold later partial payments until Contractor submits evidence satisfactory to ASM GLOBAL that all amounts Contractor owes in connection with performance of this Contract have been paid. Further, ASM GLOBAL is entitled, after giving notice to Contractor, to pay all persons who have not been paid the monies due to them in connection with the Contract, whether or not a claim or lien has been filed, unless Contractor, within ten (10) calendar days after notice is given either (i) demonstrates to ASM Global's reasonable satisfaction that these sums are not due or (ii) provides ASM GLOBAL adequate security.

- (e) Each Party shall have the right to set-off and net against any amounts owed to it by the other Party under this Contract, including without limitation any termination payment.
- (f) **Payment for Changes.** If ASM GLOBAL and Contractor agree to change the Services in accordance with the provisions set forth under this Agreement, and the change(s) cause an increase or decrease in Contractor's costs of, or time required for, performance of some portion of the Services, than an equitable adjustment will be made and the Agreement will be amended. Any claim by Contractor for adjustments under this clause must be submitted in writing to ASM GLOBAL within thirty (30) days of receipt by Contractor of the notification of change unless ASM GLOBAL grants a further period of time, which will be subject to ASM Global's approval. No change increasing or decreasing the quantity or price of the Services shall be made unless previous authorized by ASM GLOBAL, and no claim for extra compensation will be considered unless such prior authorization has been obtained.

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

- (a) If, after the Effective Date, there shall be imposed or charged any tax other than a tax upon the income of the Contractor and said imposition or charge shall be made applicable directly on the use, production, manufacture, sale, or transportation of the items covered hereby, which is applicable to the Contractor because of a specific contractual obligation or by the operation of law, and ASM GLOBAL is not otherwise exempt from such tax, then:
 - (i) The Contract Prices herein stated shall be accordingly adjusted and any amount due to the Contractor as a result of the adjustment in such prices shall be charged to ASM GLOBAL and entered upon such invoices as a separate item; or,
 - (ii) At its option, when exempt from the payment of such tax, ASM GLOBAL, in lieu of payment of such increase shall furnish to the Contractor appropriate tax exemption certificates or furnish other proof of exemption with respect to such tax or charge.
- (b) If the Contractor is relieved from the payment of any tax imposed, or portion thereof, included in the Contract Prices herein stated, by reason of the decrease or elimination of such tax, the Contractor shall promptly submit to ASM GLOBAL a statement showing the amount of such decrease or elimination and the Contract Prices herein stated shall be adjusted to reflect such decreases or elimination.

11. Coordination. Contractor shall coordinate its activities with ASM Global's designated personnel, Contractors, Contractors, tenants and customers, if any, so no delays or interference will occur in completion of any part or all of ASM Global's projects or operations.

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

13. Report Review and Audit Privileges. ASM GLOBAL shall have the right, but not the obligation, to inspect all records of the Contractor in relation to the Services under this Contract. Contractor shall make such records reasonably available to ASM GLOBAL, including its authorized representatives. Contractor shall keep and preserve, for at least

three (3) years following the sale of each and every Service hereunder, full and accurate accounting records relating to such Service. Contractor shall give ASM GLOBAL and its designated representatives (which representatives may include, without limitation, independent auditors) access to such records during such period of time to review and/or audit the records, from time to time, upon request. Contractor shall also provide, at Contractor's own expense, copies of all or a portion of the records when so requested by ASM GLOBAL. In the event any audit conducted by an independent auditor demonstrates a variance of more than five percent (5%) on an annual basis in the amount determined by such auditor to represent the fair purchase cost of any Service purchased hereunder and the amount actually paid to Contractor for such Service, Contractor shall pay to ASM GLOBAL the reasonable cost of such audit. In any event, Contractor shall promptly pay to ASM GLOBAL the amount of any such variance which results in an overpayment by ASM GLOBAL to Contractor.

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

15. Wages and Personnel.

- (a) **Prevailing Wage Act.** Wages of laborers, mechanics and other workers employed under this Agreement shall be subject to the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et. seq.*
- (b) **Personnel.** Contractor shall assign and maintain, and update as needed, a staff of competent personnel which is fully equipped and qualified to perform the Services required by this Agreement, including designation of the person on Contractor's behalf to serve as the day-to-day liaison for contractual matters. Provided, ASM GLOBAL shall have the right to review and approve such personnel selections, and may reject any such personnel at any time whenever ASM GLOBAL, in its sole and unlimited discretion, determines that such personnel is not qualified or otherwise unfit for such work. In accordance with the foregoing, Contractor shall, within three (3) days of the effective date of this Agreement, subject to ASM Global's approval which shall not be unreasonably withheld, appoint a management representative who shall be authorized by Contractor to promptly render decisions pertaining to all matters relating to the Services, in order to avoid delay in the orderly progress of the Services.

16. Indemnification.

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

GLOBAL, Owner or the other ASM GLOBAL Parties as a result of any use or sale of the Goods and/or Additional Goods, whether or not the Contractor is the manufacturer of such Goods and/or Additional Goods or, (v) the material breach or default by Contractor or its officers, directors, agents, employees, or subcontractors of any provisions of this Agreement.

- (b) Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, Contractor shall, at its sole cost and expense, satisfy and discharge the same. Contractor expressly understands and agrees that the insurance required by this Agreement or the other related documents of any Indemnified Party or Contractor, or otherwise provided by Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, defend and hold harmless the Indemnified Parties as herein provided.
- (c) Contractor's defense, indemnification and hold harmless obligations to any Indemnified Party will remain an affirmative obligation of Contractor unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.
- (d) Contractor's indemnification obligation set forth herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, workers' occupational disease acts, disability benefit acts, or other employee benefit acts or insurance policy coverage. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Contractor's obligations under this Article, including any claim by any employee of Contractor that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 *et. seq.*, or any other law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Indemnified Parties, however, do not waive any limitations they have on liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, or any other statute.
- (e) The provisions set forth in this Section shall survive the termination of his Agreement.

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

- (a) **Equal Employment Opportunity/Non-Discrimination.** Throughout the term of this Contract, Contractor agrees as follows:
 - (i) Contractor will comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and the rules and regulations of the Illinois Department of Human Rights ("IDHR") and all other applicable federal, state and local laws, rules and regulations which prohibit unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
 - (ii) Contractor, in performing its obligations under this Contract shall comply with the procedures and requirements of the Illinois Department of Human Rights' (IDHR) regulations concerning equal employment opportunities and affirmative action.
 - (iii) Provide such information, with respect to its employees and applicants for employment, and assistance as ASM GLOBAL and the IDHR may reasonably request.
 - (iv) Contractor shall have written sexual harassment policies that shall include those requirements as set forth by the IDHR:

- (v) Contractor will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other Contract or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the IDHR's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and rules and regulations, Contractor will promptly so notify the IDHR and ASM GLOBAL, and will recruit employees from other resources when necessary.
 - (vi) Contractor further agrees that it shall not commit an unfair labor practice.
 - (vii) Contractor shall include, verbatim or by reference, the provisions of this Section in every contract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions shall be binding upon each such sub-Contractor. Contractor shall be responsible and liable for compliance with the pertinent provisions of this Section by such sub-Contractors, and, further Contractor shall promptly notify ASM GLOBAL and IDHR if any sub-Contractor fails or refuses to comply therewith. In addition, Contractor will not utilize any sub-Contractor declared ineligible by IDHR or the Illinois Human Rights Commission for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
 - (viii) In the event of Contractor's non-compliance with any provision of this Section, the Illinois Human Rights Act, or the rules and regulations of IDHR, Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided, in whole or in part, or such other sanctions or penalties that may be imposed or remedies invoked as provided by law.
- (b) **Minority and Women Business Enterprise Goals.** ASM GLOBAL has adopted and maintains an affirmative action program with respect to its contracts. The purpose of ASM Global's affirmative action program is to promote the ability of Minority Business Enterprises ("MBE") and Women-Owned Business Enterprises ("WBE") to have the maximum possible opportunity to participate in ASM GLOBAL contracts. As a minimum, ASM GLOBAL strives to ensure that, for Services necessary for the performance of this Contract, 25% of total contract amount is payable to MBE firms and 5% of the total contract amount is payable to WBE firms. Unless and only to the extent ASM GLOBAL grants an expressed waiver, Contractor shall comply with the Special Conditions Regarding Minority and Women-Owned Business Enterprises, as outlined in Exhibit 5, throughout the term of this Contract.
- (i) **Compliance.** As part of its review and approval of Contractor's monthly payment requests, ASM GLOBAL will monitor Contractor's performance to reasonably satisfy itself that Contractor will meet its commitment and use its good faith efforts to achieve the maximum MBE/WBE allocation. In order for ASM GLOBAL to ensure that Contractor complies with its MBE/WBE commitment, Contractor shall submit certified monthly statements with its invoices that include information on the level and scope of MBE and WBE participation in monetary terms as well as a description of the Services provided by each MBE and WBE.
 - (ii) **Remedies for Noncompliance.** In the event Contractor fails to fulfill its obligations under this Section 17, ASM GLOBAL shall have available to it appropriate remedies at law or in equity, including the right to withhold amounts due to Contractor for any Work until Contractor submits a corrective action plan which has been approved by ASM GLOBAL or demonstrates to ASM Global's satisfaction that all good faith efforts to comply with the goals set forth herein have been exhausted, together with the ability to disqualify Contractor from future work that may, from time to time, be undertaken by ASM GLOBAL as well as all unfinished Work on the Project.

18. Default and Termination.

- (a) **Termination for Convenience.** ASM GLOBAL has the right to terminate this Contract, in whole or in part, for any reason, including the convenience of ASM GLOBAL, by providing Supplier with written notice specifying the date of termination. On the date specified in the notice, this Contract will terminate. ASM GLOBAL will pay Supplier the amount earned or reimbursable to it (if any) up to the termination date. After termination, Supplier has no further claim against ASM GLOBAL based upon this Contract.
- (b) **Termination for Cause.** This Contract may be terminated if an event of default occurs. The following constitute events of default by Supplier:
 - (i) Refusal of failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of proper quality;
 - (ii) Failing in any material respect to deliver the Goods according to ASM Global's schedule;
 - (iii) Causing, by an action or omission, the stoppage or delay of or interference with the services or work of any employee or other Supplier or subcontractor;
 - (iv) Failure to comply with any provision of this Contract or the Specifications described in the IFB, including, but not limited to matters pertaining to insurance, indemnification and MBE/WBE use;
 - (v) Becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;
 - (vi) Inability to deliver the Goods under the Contract as a result of insolvency, bankruptcy, or having a receiver appointed;
 - (vii) Conviction in a criminal court or finding of liability in civil court relating to the Goods or involving fraud or misconduct adversely affecting any governmental entity;
 - (viii) Any other acts or omissions specifically identified in this Contract as an event of default.
- (c) **Curable and Incurable Defaults.** Time-sensitive defaults (e.g. failure to meet deadlines) are not curable unless ASM GLOBAL, in its sole and absolute discretion extends the deadline; an extension, however, does not relieve Supplier of liability for any damages ASM GLOBAL suffers on account of Supplier's failure to meet required deadlines. Supplier must cure any default that is not time sensitive within ten (10) calendar days after Supplier is given notice of the default in accordance with the terms of this Agreement. In the event a default cannot be reasonably cured within ten (10) calendar days after notice, in the sole opinion of ASM GLOBAL, Supplier must begin to cure the default promptly within the ten-day period and continue diligent efforts to complete the cure until accomplished.
 - (i) ASM GLOBAL, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event ASM GLOBAL determines that an event of default can be cured, it shall provide Supplier with notice setting for the event of default and cure requirements, including the time period permitted for cure. Supplier shall cure any event of default as provided in the notice.
 - (ii) If Supplier fails to cure a default as provided in the notice, ASM GLOBAL may, at its sole option, declare Supplier in default. ASM GLOBAL will give Supplier written notice of the default and ASM Global's termination of this Contract. ASM Global's decision is final and takes effect when notice

is given or such time as set forth in the termination notice. Supplier shall discontinue all activities under this Agreement, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Contract, whether completed or in the process, to ASM GLOBAL.

(d) **Remedies.** In the event of default, ASM GLOBAL may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Contract.

(i) The right to acquire Goods from an alternate source. Supplier shall pay all additional costs incurred by ASM GLOBAL.

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

(iii) The right to monetary damages.

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

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

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

(vii) Such other remedies as permitted by law.

(e) No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as ASM GLOBAL considers expedient.

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

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

20. Cooperation. The Parties shall cooperate in good faith to implement the terms of this Contract. At such time as this Contract is terminated or expires, the Parties shall undertake in good faith efforts to assure an orderly transition to another Contractor of the Services, if any. Contractor shall make an orderly demobilization of its own operations, provide, uninterrupted, the Services until the effective date of termination or expiration, and

otherwise comply with the reasonable requests and requirements of ASM GLOBAL in connection with the termination or expiration.

21. Authority's Proprietary Rights.

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

22. Confidentiality.

- (a) All reports, data or information in any form prepared, assembled or encountered by or provided to Contractor under this Contract are confidential, and Contractor shall not disclose these (or make them available) to any other individual or organization without the prior written approval of ASM GLOBAL, except as specifically authorized in this Contract or as may be required by law. Contractor shall implement whatever measures are necessary to ensure that its staff and its sub-Contractors are bound by these confidentiality provisions.
- (b) Contractor shall not issue publicity news releases or grant press interviews, or, except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Goods or the project to which the Goods pertain without the prior written consent of ASM GLOBAL.
- (c) If Contractor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data or documents that are in Contractor's possession by reason of this Contract, Contractor shall immediately give notice to ASM GLOBAL with the understanding that ASM GLOBAL will have the opportunity to contest the process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended

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

24. Assignment and Subcontracting.

- (a) ASM GLOBAL may assign this Agreement upon 30 days written notice to the Contractor. Provided, any assignee shall be obligated to provide written acceptance and commitment to be bound by all terms and conditions as set forth herein. Upon such assignment, ASM GLOBAL shall be relieved from any further liability or obligation under this Agreement, it being understood that the assignee shall have all of ASM Global's rights, duties and obligations. In the event of such assignment, the term "ASM GLOBAL" as used herein shall mean the assignee.

- (b) Contractor shall not assign or subcontract this Agreement, or any part thereof, without the prior written consent of ASM GLOBAL which consent may be granted, denied or conditioned in the sole, unfettered discretion of ASM GLOBAL.

25. Covenants. Contractor hereby covenants as follows:

- (a) Contractor shall not occupy or use the Facility, nor shall interfere with the activities of the Facility, except as is reasonably necessary to perform its obligations hereunder.
- (b) Contractor shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. “**Hazardous Material**” shall mean, without limitation, those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” in any applicable state or federal environmental law.
- (c) Contractor shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL.
- (d) Contractor shall not operate any equipment or materials belonging to ASM GLOBAL or Owner without the prior written approval of ASM GLOBAL.
- (e) No portion of any passageway or exit at the Facility shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

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

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

McCormick Place | ASM Global
301 East Cermak Road
Chicago, Illinois 60616
Attention: Alex Buckles, Supplier Diversity
E-Mail: abuckles@mccormickplace.com

With a copy to:

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

Any such communication intended for Contractor shall be addressed to:

[Insert Successful Proposer]

Address

City, State, Zip

Attention:

E-Mail:

28. Construction of this Agreement.

(a) Compliance with Laws.

- (i) Contractor shall at its own expense comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Contract and the Services whether by reason of general law or the specific Services required. Contractor shall pay all contributions, premiums, or taxes of whatever nature (including any interest or penalties) that are required of it under any federal, state or local laws arising out of the performance of this Contract.
 - (ii) Contractor shall comply with applicable licenser or permit requirements and hold ASM GLOBAL harmless against any liability in connection with licenser, permitting, or taxes. Contractor shall obtain and pay for all permits, licenses, and fees which may be necessary for the prosecution and completion of its duties and obligations under the Contract, including royalties for playing, using, or delivering the Services. To the extent required, Contractor shall be duly licensed to operate in Chicago, Illinois. Contractor is liable to ASM GLOBAL for all losses, expenses, including attorneys fees, attributable to any acts of commission or omission by Contractor, its employees and agents, and sub-Contractors resulting from failure to comply with any federal, state or local laws, codes, ordinances or regulations including, but not limited to, any fines, penalties, or corrective measures.
- (b) **Applicable Law/Venue.** This Contract shall be governed by the laws of the State of Illinois. Any suit regarding this Contract or any alleged breach thereof shall be brought only in courts located in Chicago, Illinois, and the parties consent to the jurisdiction and venue of the courts located in the County of Cook, State of Illinois.
- (c) **Independent Contractor; No Partnership.** ASM GLOBAL and Contractor shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Contractor a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.
- (d) **Singular and Plural.** Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.
- (e) **Entire Agreement.** This Agreement constitutes the complete and entire agreement between ASM GLOBAL and Contractor, and supersedes any and all other communications or agreements, whether written or oral, between the parties hereto relating to the subject matter hereof.
- (f) **Force Majeure.** If any casualty or unforeseeable cause beyond the control of ASM GLOBAL, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents the performance of this Agreement by ASM GLOBAL, ASM GLOBAL is hereby released by Contractor from any damage so caused thereby.

(g) **Severability and Waiver.**

- (i) The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law.
- (ii) The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

- (h) **Interpretation.** Headings of this Contract are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments thereto entered into in accordance with the terms of this Contract. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Contract.

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

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

[INSERT SUCCESSFUL PROPOSER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

