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McCormick Place | SMG  
Request for Proposal ("RFP")  
Pest Control Services  
#S2020-02

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**McCORMICK PLACE | SMG  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL (RFP)  
FOR  
PEST CONTROL SERVICES  
#S2020-02**

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

**KEY DATES:**

<b>RFP Issued:</b>	Monday, February 3, 2020
<b>*MANDATORY Pre-Submittal Meeting and Site Visit*:</b>	Tuesday, February 25, 2020
<b>Requests for Interpretation Due:</b>	Tuesday, March 3, 2020
<b>Proposals Due:</b>	Friday, March 20, 2020

**Purchasing Contact:**

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## - TABLE OF CONTENTS -

<b>Section:</b>	<b>Page</b>
I. BACKGROUND INFORMATION, DEFINITIONS & INTERPRETATIONS.....	1
II. GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS .....	4
III. RFP PROCESS AND SUBMISSION REQUIREMENTS .....	16
IV. RFP EVALUATION CRITERIA.....	19
V. CONDITIONS, DISCLAIMERS AND DISCLOSURES.....	20
 REQUIRED FORMS:	
REQUIRED FORM A - FORM OF TRANSMITTAL LETTER	
REQUIRED FORM B - STATEMENT OF BUSINESS ORGANIZATION	
REQUIRED FORM C - STATEMENT OF QUALIFICATIONS	
REQUIRED FORM D - INSURANCE REQUIREMENTS	
REQUIRED FORM E - NOTIFICATION OF EXCEPTIONS	
REQUIRED FORM F - FINANCIAL OFFER	
REQUIRED FORM G - SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN BUSINESS ENTERPRISES	
EXHIBIT I - Form of Agreement	

## SECTION I. BACKGROUND INFORMATION, DEFINITIONS AND INTERPRETATIONS

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### 1.1 OBJECTIVE

McCormick Place | SMG is seeking proposals from qualified, experienced Contractors that have demonstrated the capacity for implementing a systematic service approach to a wide variety of unique facility needs, along with the resources to spontaneously respond to unforeseen operational circumstances in providing Pest Control Services for all of the facilities throughout the McCormick Place Campus as outlined herein.

### 1.2 BACKGROUND

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

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

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

The newest addition to the McCormick Place Complex is the Wintrust Arena. This 10,000 seat, multi-purpose facility features twenty two (22) suites and 479 club seats, which is a venue for concerts, sporting events and other major special events. The new Arena will feature a first-class NCAA basketball court that will be the new home court for the DePaul University basketball teams. The Wintrust Arena can serve as a general session hall for large business meetings and conventions.

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 and the Marriott Marquis. The hotels and conference center are managed by Hyatt Corporation and Marriott, respectively, 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 **Pest Control Service** Agreement that is to be entered into between McCormick Place | SMG and the Selected Proposer(s) pursuant to this RFP.

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

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

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

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

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

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

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

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

**“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 | SMG and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Conformity in material respects or substantial compliance suffices, although absolute or precise conformity is not required. SMG reserves the right to reject any Proposal that it deems materially non-responsive.

**“Responsible”** Responsibility is determined by McCormick Place | SMG 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 | SMG selects for award of the Agreement.

**“Services”** means all Work for which SMG engages the Selected Proposer. In general, Services include all charges, including labor, equipment and material, as listed in this RFP, including Exhibits.

**“Sub-Contractor”** means individual(s), partnership(s), corporation(s) or joint venture(s) that the Proposer engages to provide services required by the Agreement.

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

## SECTION II. GENERAL REQUIREMENTS AND DETAILED SPECIFICATIONS

### 2.1 SCOPE OF SERVICES

The Contractor will be responsible for providing all pest control Services for the McCormick Place Campus. The Services include, but are not limited to, furnishing all labor, materials, equipment and other pertinent supplies necessary to monitor, control and exterminate: rodents, raccoons, fox, opossum, roaches, ants, fruit and drain flies, birds, fowl, bird nests, water bugs, silverfish, flies, bats, bedbugs, spiders, cockroaches, millipedes, centipedes, ground beetles, bees and wasps nests and various other pests. The pest control services shall be for both the interior and exterior locations of the McCormick Place Campus. The Selected Contractor shall maintain, during the term of the contract, an environment that is reasonably free of pests. SMG will not pay for any additional equipment or supplies necessary for the Contractor to successfully perform the required services, as outlined herein.

The Contractor must provide detailed site-specific recommendations for structural and procedural modifications necessary to achieve target pest control, prevention and mitigation. All Services rendered will provide and maintain an effective pest management program in accordance with the best practices, procedures and techniques of the Pest Control Industry.

Under this Contract, the Contractor shall formulate a plan that will provide the necessary pest control Services for the McCormick Place Campus of the grade, type, quality and quantity named in the accepted Contract to the location locations listed herein. The Material or Services furnished shall be performed with the degree of skill, care and diligence normally shown by a pest control contractor providing services/material of comparable scope, purpose and magnitude. Materials furnished shall be free from defects in materials or workmanship.

The Contractor must be available to provide pest control services for McCormick Place twenty-four (24) hours a day, at the direction of McCormick Place | SMG. The Services at the McCormick Place Campus will be required seven (7) days a week. McCormick Place | SMG does not pay for travel time or over time. Based on show / event schedules, the hours of operation and number of personnel will vary. At minimum, McCormick Place requires three (3) full time staff members to service the Campus. Based on show size and requirements, McCormick Place | SMG may require an additional personnel approximately twenty five days per year (subject to change), for weekend coverage. The one additional person shall be provided to McCormick Place | SMG at no additional charge.

### 2.2 SERVICE LOCATIONS

a. All deliveries shall be F.O.B. Receiving Rooms, as follows:

<b>North Building</b> 450 East 23 <sup>rd</sup> Street Chicago, Illinois 60616	<b>South Building</b> 2301 South Mines Drive Chicago, Illinois 60616	<b>Wintrust Arena</b> 200 East Cermak Road Chicago, Illinois 60616	<b>ABC Building</b> 300 East Cermak Road Chicago, Illinois 60616
<b>West Building</b> 2301 South Indiana Chicago, Illinois 60616	<b>*Lakeside Center*</b> 2301 South Lake Shore Drive Chicago, Illinois 60616	<b>Corporate Center</b> 301 East Cermak Road Chicago, Illinois 60616	<b>Energy Center</b> Martin Luther King Drive Chicago, Illinois 60616

#### **Prairie Avenue Dog Park**

**\*Note:** The Receiving Room at Lakeside Center has an entrance clearance of eleven feet two inches (11' 2"). Deliveries that cannot clear this height will be refused.

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

### 2.3 FREQUENCY OF SERVICES

- a. The Contractor must be available to provide pest control services for McCormick Place twenty-four (24) hours a day, at the direction of McCormick Place | SMG. The Services at the McCormick Place Campus will be required seven (7) days a week. McCormick Place | SMG does not pay for travel time or over time. Based on show / event schedules, the hours of operation and number of personnel will vary. At minimum, McCormick Place requires three (3) full time staff members to service the Campus. Based on show size and requirements, McCormick Place | SMG may require an additional personnel approximately twenty five days per year (subject to change), for weekend coverage. The one additional person shall be provided to McCormick Place | SMG at no additional charge.
- b. Contractor must provide the following minimum services per location, ***per week*** (this list is only an estimate and therefore, may not be all inclusive):

**I. McCormick Place - Lakeside Center**

<u>Area Description</u>	Minimum <b><i>WEEKLY</i></b> Frequency	<u>Area Description</u>	Minimum <b><i>WEEKLY</i></b> Frequency
Level 1 Cages	2	Level 1 Housekeeping Pantry	1
All Labor Shops	1	Level 1 Café Chicago	2
Level 1 Purchasing Office	1	Level 1 DB Kaplan’s	2
Level 1 Food Service Office	1	Level 1 Focus Office	1
Level 1 Dock Areas	7	Level 1 Food Service Pantry	2
Level 1 Dish Room	2	Level 1 Silver Room	2
Level 1 Silver Cage	1	Level 1 Linen Room	2
Level 1 Bakery	2	Level 1 Cold Prep	2
Level 1 Hot Prep	2	Level 1 Chefs Office	1
Level 1 Warehouse	2	Bistro 23 Room	1
Level 2 Northeast Scullery	1	All Dock & Compactor Areas	7
Level 2 Northwest Scullery	1	Level 2 Coffee Room	2
Bistro 23 Store Room	2	Level 2 Meeting Rooms	2
Level 2 Pres. Walk Dining Room	2	Level 2 Lobby Offices	1
Level 2 Pres. Walk Main Kit	2	Gift Shop	1
Level 2 Pres. Walk Dish Room	2	Business Center	1
Level 2 Pres. Walk Storage	2	Level 2 Sec. Booths-Outside	2
Level 2 Pres. Walk Coffee Room	2	Security Offices	1
Level 2 Exhibit Halls	3	Level 2 Control Room	1
Starbucks	2	Level 3 Sales Office	1
East and West Pantry E354	2	North Scullery	1
Level 3 Admin. Offices	1	East Scullery	1
E353 Kit. and Cage	2	West Scullery	1
E350	1	E352	1
E351	1	Lakeside Café	2
E450 Cages	2	E450	2
E451	2	Exterior Landscape	3

**II. McCormick Place - Corporate Center**

<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency	<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency
Break rooms/Kitchen areas	1	General Offices	1
Engineering Office	1	Meeting Rooms	1
Dock Area	5	Outside Area	5
Administrative Offices	1	Exterior Landscape	5

### III. McCormick Place - North Building

<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency	<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency
Lounge	2	Show Managers Offices	2
Control Room	2	Admin. Offices	1
Foodservice Warehouse	2	Event Management Offices	1
Locker Room	2	Crate Storage Areas	1
Warehouse ("B" Hall)	2	All Shop Areas (Retail Shops)	1
Level 3 Starbuck	2	All Dock & Compactor Areas	7
C1 and C2 Kitchen /Bars	2	Outside Area	7
Level 3 Starbuck's North	2	Level 3 Café North	2
Meeting Rooms	2	Cart storage area	2
All Labor Shops	2	Exterior Landscape	7
All Tenant Spaces	2		

### IV. McCormick Place - South Building

<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency	<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency
Main Kitchen	2	Kitchen Storage Area	2
Kitchen Dock	7	Storeroom next to Main Kitchen	2
Street Access to Kitchen Dock	3	Grand Ballroom	2
Grand Ballroom Kitchen	2	Grand Ballroom Support Areas	2
Crate Storage Areas	3	Food Service Dock Areas2	7
Housekeeping Areas	1	Metra Dock Area	7
Level 4 Meeting Rooms & Hall	2	Vista Ballroom and Kitchen	3
Starbuck's	2	Café South	2
Bar South	2	Fine Print Bar	3
Plate Room Food Court	3	Exterior Inspection West Side	4
Rec. Dock East Side	4	Grand Concourse Inspection	7
Exterior Inspection E. Bridge	4	Back Corridor Inspections	2
Exhibition Halls Inspection	2	All Dock & Compactor Areas	7
Food Pods	2	Main Lobby Area	2
Security Station/Office Areas	2	Account Coordinator Inspection	1
Donnelly Dr.	5	Service/cart storage Room	2
Mines Dr.	5	Level 4 & 5 Meeting Service Room	2
Exterior Landscape	4	All Labor Shops	1

Jamba Juice	2	All Tenant Spaces	1
American Express Lounge	1		

**V. McCormick Place - West Building**

<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency	<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency
Food Service Docks	7	Warehouse	2
East Prairie Receiving Docks	7	All Catering Pantry's	2
West prairie Receiving Docks	7	All Storage Rooms	1
Retail Shops	1	Transportation Center Beverage	2
Fine Dining	3	Crate Storage	2
Food Court	5	Level 3 Show Hall	5
All Back and Front Corridors	2	Main Kitchen	3
North East Scullery	2	Central Concourse	2
North West Scullery	2	Ballroom	2
South West Scullery	2	Dish Room	3
South East Scullery	2	Starbucks	2
Food Pods	2	Roof Garden	2
Business Center	2	La Brea Bakery Café	2
All Dock & Compactor Areas	7		

**VI. Wintrust Arena**

<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency	<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency
Dock Area	2	Dibs Club	2
First Floor Kitchen Areas	2	3rd Floor Housekeeping Room	2
Courtside Lounge	2	3 <sup>rd</sup> Floor Pantry & Storage	2
East side locker rooms, including, Employee Locker Rooms	2	All Janitorial Closets	2
DePaul Locker Suite/Locker rooms	2	Service Elevators	2
2 <sup>nd</sup> Floor Kitchen Areas	2	All Back and Front Corridors	2
2 <sup>nd</sup> Floor Concessions Stands	2	All Restrooms	2
3 <sup>rd</sup> Floor Concessions Stands	2		

**VII. ABC Building – 1<sup>st</sup> and 5<sup>th</sup> Floor(s)**

<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency	<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency
Break rooms/Kitchen areas	1	Outside Area	5
Administrative and General Offices	1	Exterior Landscape	5
Meeting Rooms	1		

**VIII. Prairie Avenue Park**

<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency	<u>Area Description</u>	Minimum <u>WEEKLY</u> Frequency
Outside Area	2	Exterior Landscape	2

**2.4 MINORITY AND WOMEN BUSINESS ENTERPRISES**

Minority and Women Business Enterprises are encouraged to participate in this Proposal. SMG has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by SMG. SMG’s goals for MBE and WBE participation in the performance of this Contract are **25%** and **5%** respectively. Proposers will be required to submit a MBE/WBE utilization plan and to commit to making a good faith effort to achieve these goals with sub-consultants, subcontractors and suppliers.

**2.5 TRANSITION**

The Selected Proposer shall work with McCormick Place | SMG in every way to ensure an orderly transition and start-up of operation while providing excellent services. The transition of all services must be completed no later than March 1, 2020.

**2.6 ACCESS TO PREMISES**

The Contractor and its employees shall be entitled to enter upon and remain on McCormick Place | SMG’s premises only as necessary to perform the Services required herein. Access by the Contractor’s employees shall be limited to the areas on McCormick Place | SMG premises designated for the Contract or available for common use. Contractor shall abide by the following Security guidelines, as well as any additional Security measures as directed by McCormick Place | SMG Security Department:

- The Contractor and its employees will only utilize the designated point of entry and abide by all McCormick Place | SMG security procedures.
- The Contractor and its employees must have in the possession will on the premises a valid government issued identification card.
- The Contractor and its employees must wear issued uniform at all times and clearly display any and all required building identification devices.
- The Contractor and its employees must exercise proper control and care for McCormick Place property, to include the securing of doors and use of any materials.
- The carrying or use of personal items, i.e., backpacks while performing your duties is strictly prohibited.

Contractor’s personnel must report to the designated McCormick Place | SMG employee prior to the start and at the end (check in and out) of every visit. The McCormick Place | SMG designated personnel shall sign every report after the visit is completed. Reports not signed cannot be guaranteed payment.

**2.7 ENVIRONMENTALLY PREFERABLE PURCHASING (EPP)**

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

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

## 2.8 FINANCIAL OFFER

Contractor shall provide a competitive financial offer for the 'Base Fee' which covers the cost of all labor, equipment, materials and supplies as outlined herein, unless otherwise noted.

## 2.9 DETAILED SPECIFICATIONS

- A. Proposer shall furnish a detailed operations plan that will outline the best practice in pest control. This will include, but are not limited to proposed treatment procedures, methods, techniques and cost (in total and by location). The operations plan submitted shall include the proposed staffing levels, type of traps, type of bait, and minimum number of technicians; as well as the anticipated amount and locations of the traps and other devices that are proposed. The operations plan shall include a listing of all certifications and licenses the staff and your firm currently have.
- B. Proposer shall furnish the most modern, ecologically feasible method of technology available on the market for the management of pest control. The goals for effective pest management include; prevention of pest re-infestation, addressing pest promoting factors, and developing a pest-free environment. The Contractor shall utilize the most appropriate chemical(s) for the target pest, yet the safest chemicals to human beings, other living species, and to the environment. These chemical(s) should be nonvolatile, micro-encapsulated, and least toxic to non-target species. The Contractor must provide the services of sanitarians and board-certified entomologists who have experience in the fields of public health environmental biology, entomology and inspection techniques. The Contractor is responsible for the monitoring of the process and must regularly submit a monthly report as outlined in their plan, including, but not limited to, specific data on incursions, recommendations for facility repairs and specific food handling observations that need to be addressed in order to achieve optimum pest control. The report will indicate the progress or the deficiencies of the plan and will outline the steps to be taken to address those deficiencies. Pest Control Technicians must possess basic knowledge about the target pest or species being abated, such as cockroaches and their subspecies, fruit flies, ants, birds, mice, rodents, bedbugs, fleas, and other obnoxious arthropods. In addition the technician must be state certified. The technician must wear a company approved uniform when servicing the facilities for McCormick Place | SMG. **The Contractor must clean up and properly dispose of any dead targeted pest or species being abated.**
- C. Except as specifically authorized by McCormick Place | SMG, application of Chemical must be done during hours when public is not present and at the direction of the designated McCormick Place | SMG representative.
- D. Contractor shall furnish equipment approved by all regulatory agencies. These can be traps with sex attractants, IGR or growth regulators, glue boards, baits, or bait stations, or such other methods as recommended by the Contractor and approved by McCormick Place | SMG. All costs of trapping devices and equipment will not be measured for payment and will be considered incidental and inclusive of the base fees. Computerized reporting format to record report of pest sightings, data collections, location of baits, inspection reports and other management tools to implement a total integration of all factors promoting pest propagation or breeding areas within the facility.
- E. All pesticides used will be registered by the USEPA and applied according to the product labeling, applicable government regulations and good pest control practices as set forth in "Good Practices Statements" issued by the National Pest Management Association. **Material Safety Data Sheets (MSDS) for all treatments must be supplied for review as part of Proposers Response.**

- F. Contractor shall provide policy and procedures of methods of treatment for the chemicals and non-chemicals being utilized. Material Safety Data Sheets (MSDS) will be provided to comply with required federal, state, and local regulations. Contractor shall provide pesticide usage logs, completed after every service visit regardless of whether pesticides were used. Contractor shall provide monthly pesticide usage reports to designated McCormick Place | SMG personnel. The contractor shall be responsible for keeping track of insect, rodent and bird etc. activity each month and provide the essential month end trend analysis graphs via E-mail.
- G. Contractor shall render inspection with the aid of sticky traps, pheromone traps, mechanical traps, ultra-violet traps, vacuums, foam sealant, caulking or monitors and flashlights for ocular inspection, and must report findings and recommendations. In addition the contractor shall provide a detailed computerized site plan in which all pest control devices in the facility are numbered and mapped.
- H. Contractor shall be a part of the Pest Control Management Team comprising of the department heads from Housekeeping, Show Services, Maintenance personnel, Catering and Operations. The Contractor must attend all monthly Pest Control Management Team meetings. The purpose of the Pest Control Management Team is to encourage team effort in addressing pest promoting factors, such as sanitation (sources of pest food), habitat (leaky faucets, hole in the walls, loose baseboards), storage practices, and employee cultural habits. The Pest Control Management Team will assist in the implementation of locker room and vendor policies, massive chemical treatment of a specific room or an entire area.
- I. Contractor shall be required to treat all drains in the show floor and food and beverage areas with product, to be approved by SMG, to eliminate fruit and drain flies. The product must be a non-toxic formula containing live enzyme based cleaner. This application must be applied once a month from March 1, through November 1 with two applications in the summer months of June, July, August and September, and as requested by SMG, up to twenty (20) treatments per calendar year. Bidders are encouraged to include and identify any additional proposed strategies to mitigate the fruit and drain fly issues, including the type and frequency of proposed solutions, as part of their proposal submission.

## **2.10 DETAILED BIRD CONTROL SPECIFICATIONS**

Contractor shall also provide bird control/relocation services as follows (McCormick Place | SMG reserves the right to add to these locations as it deems necessary):

- A. The bird control/relocation program shall include, but is not limited to, the following species: pigeons, starlings, seagulls, red winged black birds, bats and sparrows.
- B. Contractor shall set for the method of the bird control/relocation it plans to use at the McCormick Place Campus.
- C. Please note not all bird species feed on the premises. Some roost on the beams at night. They arrive at sundown and leave at sunrise. Proposer must specify alternatives and/or relocation tactics that may be required in handling these species.
- D. Even after the birds are under control, Contractor must continue its bird control/relocation program as needed, but no less frequently than once per month.
- E. Clean-up of any dead birds and leftover bait shall be performed by the Contactor.
- F. The Contractor shall supply all necessary bait trays, corn, wild bird seed, bait and any additional supplies necessary to perform the bird control/relocation services.

## **2.11 REPORTS**

Contractor shall issue daily reports of all areas visited indicating date of visit, findings and kind of treatment. Contractor shall furnish reports monthly and annually that summarize the daily pest control reports submitted. Safety data sheets must be submitted on any and all chemicals used. In addition, the Contractor shall furnish the most modern method of technology on the market for integrated pest management.

## **2.12 EMERGENCY RESPONSE TIME**

Contractor shall respond to emergency service requests within a one (1) hour period after being notified as necessary, after request.

## **2.13 PREVAILING WAGE/WORKMANSHIP**

Laborers, mechanics, or other workers employed under this agreement shall be paid prevailing wage to the extent required under the Prevailing Wage Act (820 ILCS 130/1 et. seq), as amended. The Contractor shall perform, or cause to be performed; all the work in accordance with the standards applicable to the work of the quality, size and scope comparable to the Work Contractor shall perform or cause to be performed. The Contractor shall maintain a staff of competent personnel which is fully equipped and qualified to perform the Services required by the Agreement. All completed Work shall be subject to the inspection and approval of McCormick Place | SMG's Operations Manager.

## **2.14 PROGRAM EVALUTION**

McCormick Place | SMG reserves the right to evaluate the progress of this Contract in terms of effectiveness and safety and to require such changes as necessary to ensure sufficient pest suppression. The Contractor must take prompt action to correct all identified deficiencies.

## **2.15 QUALITY CONTROL PROGRAM**

The Contractor will establish a complete quality control program to ensure the requirements of the Contract are provided as specified. The program must include, but not be limited to, the following:

- An Inspection system covering all the services stated in this Contract. A checklist used in inspecting Contract performance during regularly scheduled or unscheduled operations
- The name(s) and qualifications of the individual(s) who will perform the inspections and Work Services
- A system for identifying and correcting deficiencies in the quality of Services before the level of performance becomes unacceptable.

## **2.16 DIGITAL RODENT MONITORING SYSTEM**

In an effort to maintain efficiency, McCormick Place is requesting all Proposals include a proposed integrated automated monitoring system, for all of the kitchen areas throughout the complex, with their submittal as an optional feature. At minimum, the rodent monitoring systems should have the following features:

1. Digital map
2. Time stamps on captures
3. Daily monitor / system status reporting
4. Automatic system maintenance and compliance reporting
5. Movement tracking to assess locations being monitored
6. Wireless signal transmission throughout complex environments
7. Water and dust resistant

Proposers are to include information regarding the proposed system and their experience with this type of solution, and whether or not it would be beneficial for McCormick Place. Further, the Proposer must identify any additional infrastructure necessary in order for the proposed system to work properly.

### III. RFP PROCESS AND SUBMISSION REQUIREMENTS

#### 3.1 The RFP Submittal Process

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

Proposer's written response, which includes all required information as outlined herein, are due no later than **2:00 PM (CST) on Friday, March 20, 2020**. 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 | SMG will not request multiple hard copies of Proposals. Interested parties must submit **One (1) COMPLETE ORIGINAL copy (must contain original signatures and the original notary certifications/seals) and one (1) electronic copy** of the RFP submittal that includes all information in the format outlined in this RFP (Section 3.2). The electronic copy of the same Proposal must be saved as a searchable PDF document(s) and e-mailed to [purchasing@mccormickplace.com](mailto:purchasing@mccormickplace.com), before 5:00 PM the same day (January 21, 2020). Any discrepancies between the hardcopy and electronic version of the submittal may render the Proposal non-responsive.

Original copy submittals and supporting documentation must be labeled "Proposal for McCormick Place | SMG Pest Control Services" and submitted to:

McCormick Place | SMG  
Attention: Hilary Barker, Purchasing Manager  
301 East Cermak Road  
Chicago, Illinois 60616

McCormick Place | SMG will accept pre-submittal questions, in writing via e-mail only to Hilary Barker, Purchasing Manager at: [purchasing@mccormickplace.com](mailto:purchasing@mccormickplace.com). Questions are due no later than **12:00 PM (CST) on Tuesday, March 3, 2020**. A summary of questions received, and answers will be issued as an addendum.

There will be a **MANDATORY** pre-proposal conference and site visit, to be held in the following location:

<b>Date:</b>	<b>Meeting Location/Building:</b>	<b>Parking:</b>
<b>Tuesday, February 25, 2020</b>	Corporate Center 5 <sup>th</sup> Floor Board Room 301 East Cermak Road Chicago, Illinois 60616	Lot A

Parking and driving directions to the facilities are located on our website at:

<http://mccormickplace.com/attendees/parking.php>

A tour of portions of the facility will be conducted immediately following the initial meeting. We anticipate that the pre-submittal meeting and site visits will last approximately **four (4) hours**. There will be a substantial amount of walking involved, therefore, it is highly recommended to wear comfortable walking shoes.

All interested parties are encouraged to attend. If your firm plans on attending the pre-submittal meetings and site visits, we ask that you register your firm and provide a list of attendees to Hilary Barker, Purchasing Manager, via e-mail at [purchasing@mccormickplace.com](mailto:purchasing@mccormickplace.com).

**Contractors that do not attend the mandatory pre-submittal meetings and site visits, in their entirety, will be ineligible to submit as a Prime Contractor for this opportunity.**

If it becomes necessary to revise or amend any part of this RFP, McCormick Place | SMG will publish a revision by written addendum and notify all prospective Proposers (via e-mail) who have registered as document holders to [hbarker@mccormickplace.com](mailto:hbarker@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](http://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 | SMG Purchasing Manager, Hilary Barker, via e-mail at [hbarker@mccormickplace.com](mailto:hbarker@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 | SMG 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, at minimum, detailed information regarding the following:

- a) **Financial Offer:** Proposers are required to submit the proposed base rate to provide all labor, equipment, materials and supplies to perform all services as outlined herein. Proposers must also provide hourly rates for additional services that are not included in the base Contract, as outlined on Required Form F – Proposed Pricing and Fee Structure.
- b) **Operational Plan:** A detailed Operational Plan which includes, *at minimum*:
  1. **Staffing Plan:**

A staffing plan which demonstrates how the Contractor will manage their labor resources to ensure that sufficient qualified reliable labor is made available to efficiently meet the slow/busy cycle presented by a variable event schedule. The Staffing Plan must detail the tasks workers would perform and the workers assigned to each facility throughout the Campus.
  2. **Key Personnel:** A summary of experience of key account personnel who will be in charge of the operation of the McCormick Place Campus Agreement, along with resumes for each proposed individual. Resumes must include the full name, education background and years of experience and employment history, particularly, as it relates to the scope of services specified herein, specifically the knowledge of and experience of Pest Control Services.
  3. **Employee Training & Quality Control Program Overview:**
    - i. An overview of the employee training program which will be employed including topics covered, interval required and expected outcomes.

- ii. Outline Key Performance Indicator (KPI) programs currently in place with other clients, to ensure contract compliance.
  - 4. **Sustainability:**
    - i. Provide an overview of the green or environmental practices which will be implemented as part of the proposal, including the pros and cons of specific sustainable methodologies vs. more traditional methods.
    - ii. Provide examples and descriptions of how your firm incorporates sustainability into operations.
  - 5. **Equipment:** Detailed information pertaining to the proposed equipment that will be utilized to perform the services outlined in this Request for Proposals and the proposed maintenance plan for such equipment, including but not limited to; make, model and age of equipment, if applicable.
  - 6. **Receiving Protocols:** Outline experience working with receiving departments to mitigate incursions from crates and other large-scale deliveries. Outline strategies for mitigating incursions on load-in days where doors on the docks remain open for extended periods of time.
  - 7. **Work Orders:** Outline work order systems currently in use and their components necessary for effective communication and reporting.
- c) **Experience & Qualifications:** Overview of Proposer’s company, including a brief description of at least three (3) relevant agreements for which your company currently provides services similar in scope and complexity to McCormick Place | SMG’s requirements and facilities, including experience in food service facilities which demonstrate knowledge of food handling protocols as well as health department requirements, specifically as they related to facility maintenance and pest mitigation. Provide the following information for each facility, for reference purposes: the Owner Name, Address, Phone, E-Mail, a detailed description of Services performed and contract number.
- d) **Financial Information:** Financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Proposer has the financial viability and ability to perform the services. The Proposer must also provide written disclosure advising of any pending litigation against the Proposer that may have a material effect upon the Proposer’s ability to provide the Services.
- e) **Supplemental Information:** Provide details regarding any other relevant factors you believe should be considered by McCormick Place | SMG. This will include any information that would assist the review panel in evaluating your ability to meet the minimum performance requirements and operational specifications outlined herein.
- f) **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 – Financial Offer**

**7. Required Form G – Special Conditions Regarding Minority and Women Business Enterprises**

## IV. RFP EVALUATION CRITERIA

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### 4.1 Evaluation Process

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

### 4.2 Evaluation Criteria

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

- a. **Experience and Qualifications:** Experience, qualifications and performance on past service agreements of the same quality, complexity and size. Whether the Proposer has demonstrated previous experience of similar scope as described in the RFP. Expertise in and knowledge of maintaining the quantity, sizes and variety of facilities they are proposing on. Experience in cleaning and servicing multiple, high-traffic facilities continuing numerous functions.
- b. **Operational Plan:** Quality of the proposed Operational Plan. Displays understanding of program and facility objectives: Quality and adequacy of proposed equipment and maintenance services of equipment. Evaluation of proposed Key Personnel, including experience and qualifications.
- c. **Sustainability:** Proposed sustainability initiatives in its operations, and specifically its operations pertaining to this Agreement.
- d. **Financial Considerations:** Reasonableness and competitiveness of Proposer's base fee, hourly rates and percentage mark-up.
- e. **Financial Capability:** Whether the Proposer has provided sufficient evidence of their company's financial abilities to perform the work.
- f. **Responsiveness:** Completeness, thoroughness and detail of response as reflected by the Proposals coverage of all requirements as outlined herein.

## V. CONDITIONS, DISCLAIMERS AND DISCLOSURES

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This RFP does not represent a commitment or offer by McCormick Place | SMG 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 | SMG also reserves the right to seek new submittals when such a request is in the best interest of McCormick Place | SMG 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 | SMG 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 | SMG resulting from this solicitation process.

By submitting a Proposal, Proposer agrees to accept and abide by the terms of this RFP. McCormick Place | SMG 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 | SMG. Only submittals from those complying with the provisions of this RFP will be considered. The submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final.

### 5.1 General Agreements

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

### 5.2 Signing Forms

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

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

agreement shall be attached to the Proposal and Form of Transmittal Letter. A joint venture will not be accepted unless the joint venture agreement or some other signed and legally binding instrument is certified and attached to the Proposal Form sheet and Form of Transmittal Letter and contains provisions for one of the parties to the joint venture to be in full direction of the services and to exercise this direction through a single individual to be appointed manager of operations with the consent of all parties to the joint venture agreement.

- In every case, the Proposal and Form of Transmittal Letter shall show the present business address of the Proposer at which address communications shall be received and service of notices accepted.
- Where the Proposal and Form of Transmittal Letter are signed by an agent of the Proposer, evidence of the agent's authority to sign must accompany the Proposal. If the Proposer is a corporation, such evidence shall be a certified copy of that section of corporate bylaws or other authorization such as a Resolution by the Board of Directors, which permits the person to sign the offer on behalf of the corporation. The name of each person signing the Proposal shall be typed or printed below his/her signature.

### **5.3 Ownership of Proposals**

The timely submittals and any information made a part of the Proposals will not be returned to the sender. McCormick Place | SMG 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 | SMG, McCormick Place | SMG'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 | SMG. 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 | SMG's decision shall be final.

### **5.6 Multiple Awards**

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

### **5.7 Contract Term**

This Contract will become effective as of July 1, 2020 for a term of three (3) years with the proviso that the term may, at the option of McCormick Place | SMG, be extended for up to an additional two (2) years upon such terms as the parties may agree.

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

Submission of a proposal shall include a representation that neither the Proposer, nor any of its joint venture participants, partners, members, affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds an ownership interest in the Proposer's organization has been

convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.

#### **5.9 Vendor Ethics**

McCormick Place | SMG 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 | SMG 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. SMG, 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 | SMG, 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 | SMG 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 | SMG  
Attn: Hilary Barker, Purchasing Manager  
301 E. Cermak Rd.  
Chicago, IL 60616  
[hbarker@mccormickplace.com](mailto:hbarker@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 | SMG 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 | SMG’s defending the Proposer’s request for exempt treatment.

**5.15 Confidentiality**

Except with the McCormick Place | SMG's approval, the Proposer shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than McCormick Place | SMG 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 | SMG.

**5.16 Prevailing Wage Act**

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

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

**5.17 Invoices**

All invoices must be addressed as follows:

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

Via e-mail to: [financedept@mccormickplace.com](mailto:financedept@mccormickplace.com)

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

[Insert Date]

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

Re: **Pest Control Services #S2020-02**

Ms. Hilary Barker, Purchasing Manager:

On behalf of \_\_\_\_\_ (Full legal name of Proposer), I submit with this letter its response to McCormick Place | SMG’s Request for Proposals (“RFP”) for **PEST CONTROL SERVICES #S2020-02**. 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 | SMG.
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  [insert number of addenda issued] .
4. I understand that McCormick Place | SMG will rely on my firms response to the Request for Proposals and I agree to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. I agree to hold my Proposal open for a period of 90 days from the date and time established for notification of award, and, if requested by McCormick Place | SMG, for an additional 30 days thereafter.
6. If requested by McCormick Place | SMG, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist McCormick Place | SMG 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 | SMG and no conflict of interest which could interfere with the provision of services to McCormick Place | SMG.
8. Proposer understands that McCormick Place | SMG 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 | SMG, Proposer agrees to negotiate and enter into an Agreement for **PEST CONTROL SERVICES** with McCormick Place | SMG.
11. I declare that **all** Required Forms A through F have been examined by me and to the best of my knowledge and belief are true, correct, and complete.

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

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

as: \_\_\_\_\_  
(Relationship to Proposer/Title/etc.)

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

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ Notary Public Signature (Notary Seal)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

**PROJECT DESCRIPTION:** Pest Control Services

**PROJECT NUMBER:** #S2020-02

**CONTRACTOR:**

Note: Each Proposer is obligated to notify McCormick Place | SMG 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 <b>individual</b> , complete the information listed below:			
Name:		Address:	
Phone:		Fax:	
E-Mail:		FEIN:	
Is the <b>individual</b> authorized to do business in Illinois? [ ] YES [ ] NO			

**PARTNERSHIP**

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

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

Name	Percentage Ownership

List the names of all officers and directors/managers:
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REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

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**PROJECT DESCRIPTION:** Pest Control Services  
**PROJECT NUMBER:** #S2020-02  
**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.

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

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

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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

***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 | SMG 's Risk Manager. The Selected Contractor must provide McCormick Place | SMG 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	\$ 2,000,000.00
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	Statutory
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 | SMG.

**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** \$ 10,000,000.00

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

**e. Errors & Omissions Liability**

\$ 1,000,000.00 each claim and aggregate

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 | SMG 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 | SMG 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 errors & omissions liability coverage.
6. All coverages must contain a Waiver of Subrogation in favor of McCormick Place | SMG.
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 SMG are named as an additional insured. Additional insured endorsement form ISO form CG 20 11 or CG 20 26 (or their equivalent) 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 | SMG  
301 East Cermak Road  
Chicago, Illinois 60616

REQUIRED FORM E – NOTIFICATION OF EXCEPTIONS

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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 S2020-02.

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 S2020-02 and has attached them to this Required Form E Notification of Exceptions.

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

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

As: \_\_\_\_\_  
(Relationship to Bidder/Title/etc.)

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

**REQUIRED FORM F – FINANCIAL OFFER**

Contractor must propose a fully loaded **monthly** price for each campus location that includes, but is not limited to, all supervision, labor, consumable pesticide materials and/or monitoring/IPM monitoring stations; rodent trapping devices, transportation, insurance, permits, overhead, profit, etc., necessary to provide, at a minimum, weekly service inspections at the type and level of service indicated within the Detailed Specifications. There will be no additional compensation made to the Contractor beyond the monthly bid price, including weekly service inspections, emergency service or call-back service necessary to mitigate pest infestations as indicated herein.

<b>I. McCormick Place Lakeside Center</b>	
Lakeside Center Level 1	\$
Lakeside Center Level 2	\$
Lakeside Center Level 3	\$
Lakeside Center Level 4	\$
<b>Lakeside Center Monthly Total:</b>	<b>\$</b>

<b>II. McCormick Place Corporate Center</b>	
<b>Corporate Center Monthly Total:</b>	<b>\$</b>

<b>III. McCormick Place North Building</b>	
<b>North Building Monthly Total:</b>	<b>\$</b>

<b>IV. McCormick Place South Building</b>	
<b>South Building Monthly Total:</b>	<b>\$</b>

<b>V. McCormick Place West Building</b>	
West Building Level 1	\$
West Building Level 2	\$
West Building Level 3	\$
West Building Level 4	\$
<b>West Building Monthly Total:</b>	<b>\$</b>

<b>VI. Wintrust Arena</b>	
Wintrust Arena First Floor	\$
Wintrust Arena Second Floor	\$
Wintrust Arena Third Floor	\$
<b>Wintrust Arena Monthly Total:</b>	<b>\$</b>

<b>VII. ABC Building</b>	
ABC Building First Floor	\$
ABC Building Fifth Floor	\$
<b>ABC Building Monthly Total:</b>	<b>\$</b>

<b>VIII. Prairie Avenue Park</b>	
<b>Prairie Avenue Park Monthly Total:</b>	<b>\$</b>

This listing is an estimate and therefore may not be all inclusive. McCormick Place reserves the right to increase or decrease the locations or frequency as it deems necessary. McCormick Place reserves the right to request additional related services from the Contractor on an as needed, as requested basis.

Contractor shall be required to furnish copies of monthly and annual reports.

Payment will be subject to acceptance by McCormick Place | SMG of the Services provided by the Contractor.

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**Proposed Automated Monitoring System:**

Proposers are requested to provide a proposed integrated, automated monitoring system for all kitchen areas throughout the complex. Proposers are to include a total not-to-exceed cost of the implementation of such system and the ongoing service and maintenance of the systems and provide specific details of such. Proposers are also required to submit a detailed listing of all necessary equipment. McCormick Place will evaluate the proposed monitoring system and determine whether or not it is an appropriate and effective approach to pest control management for the facility. It will be at McCormick Place's sole discretion whether or not to move forward with the proposed monitoring system.

Automated Monitoring System	
Automated Monitoring System – Initial <u>Equipment Cost</u> :	\$ _____
Automated Monitoring System – <u>Installation Cost</u> :	\$ _____
Automated Monitoring System – Additional Fees (Proposer must provide detailed listing of any additional, associated fees as attachment):	\$ _____
Total Not-to-Exceed Cost:	\$ _____

Automated Monitoring System	
Automated Monitoring System – Ongoing maintenance fee structure (Proposer must provide detailed documentation outlining any reoccurring costs for the Automated Monitoring System)	\$ _____

**SEE ATTACHED REQUIRED FORM(s)**

## SECTION I. POLICY STATEMENT AND TERMS

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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

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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

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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

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

MBE PERCENTAGE	WBE PERCENTAGE
25%	5%

These goals shall apply to the contract, unless Bidder or Proposer requests an appropriate waiver at the time of the submission of the Bid or Proposal and such request is granted in writing by 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

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- 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](mailto:abuckles@mccormickplace.com)**

## SECTION VI. SUBMITTAL REQUIREMENTS

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- 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

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**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

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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

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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

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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

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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

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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

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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
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Address:

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

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

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

**McCormick Place | 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
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Address:

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

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

Name of Firm:

Address:

Phone:	Fax:
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Contact Person:	Email:
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Dollar Amount of Participation:	Percentage of Participation:
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**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:
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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	

<b>C. Declaration and Affirmation</b>	
<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><b>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.</b></p>	
<p>MBE/WBE Firm:</p>	
<p>Signature of Affiant:</p>	<p>Date:</p>
<p>Print Name:</p>	<p>Title:</p>
<p>IF PROPOSING AS A JOINT VENTURE (Attach Schedule C: Joint Venture Agreement)</p>	
<p>Non-MBE/WBE Firm:</p>	
<p>Signature of Joint Venture Partner:</p>	
<p>Signature of Affiant:</p>	<p>Date:</p>
<p>Print Name:</p>	<p>Title:</p>
<p>State of: _____ County of _____</p> <p>Subscribed and sworn to before me this _____ day of _____, 20____</p> <p>_____</p> <p style="text-align: center;">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:  MBE  WBE  
Certifying Entity: \_\_\_\_\_ Date: \_\_\_\_\_

Area of Specialty: \_\_\_\_\_

MBE/WBE initial capital contributions: \$ \_\_\_\_\_ %

Future capital contributions (explain requirements): \_\_\_\_\_

Source of funds for the MBE/WBE capital contributions: \_\_\_\_\_

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

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

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

**E. Control of and Participation in the Joint Venture**

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

Joint Venture check signing:

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

Signing, co-signing and/or collateralizing loans:

Acquisition of lines of credit:

Acquisition and indemnification of payment and performance bonds:

Negotiating and signing labor agreements:

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

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

**F. Financial Control of Joint Venture**

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

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

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

**G. Personnel of Joint Venture**

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

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

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

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

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

Number of employees	Position	Employed by

**H. Additional Information**

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

**I. Declaration and Affirmation**

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

MBE/WBE Firm:

Signature of Affiant:

Print Name:

Date:

Non - MBE/WBE Firm:

Signature of Affiant:

Print Name:

Date:

State of: \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC

(SEAL)

**McCormick Place | 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:
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**B. Bidder/Proposer Information**

Name of Bidder/Proposer:

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

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

Name of Firm:

Address:

Phone:	Fax:
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Contact Person:	Email:
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Reason MBE/WBE was unavailable to work on this project or prepare a bid:

Name of Firm:

Address:

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

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\_\_

\_\_\_\_\_  
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(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: \_\_\_\_\_

**[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 SMG, a Pennsylvania general partnership, with an address at 301 East Cermak Road, Chicago, Illinois 60616 (“SMG”), 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 SMG to act as Owner’s agent for the operation of the Facility. Contractor is prepared to provide the Services for SMG 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]*. SMG 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 SMG 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 SMG 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 SMG's facility as part of the Services. Contractor shall only use Providers approved from time to time by SMG related to integrity, quality and market rates. SMG 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. SMG shall have the right to review and approve such equipment, and may require additional or different equipment in the event SMG 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 SMG.
  - (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 SMG 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 SMG 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 SMG, SMG 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 SMG 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 SMG shall relieve the Contractor from its responsibilities.

5. **Approvals.** The Services purchased by SMG are subject to approval by SMG 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 SMG 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 SMG may have against Contractor.
  - (b) Services determined by SMG 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 SMG hereunder, all costs, fees, and expenses arising in connection with the delivery and shipment to SMG of Goods furnished in connection with the Services shall be borne by Contractor. Contractor guarantees that all merchandise now being sold or delivered to SMG 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 SMG 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 SMG and shall be solely liable and responsible for the safety and security thereof.
8. **Contractor Representations and Warranties.** Contractor hereby represents and warrants to SMG, 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 SMG 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 SMG. SMG 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 SMG's designated representative. Acceptance of Goods and Services by SMG 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 SMG under this Agreement.

**9. Compensation.** Contractor shall deliver to SMG 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 SMG. 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 SMG accordingly.
- (c) The Contractor shall submit invoices for payment to SMG 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 SMG may require, including, but not limited to: receipted invoices for materials used, certified payroll records and any applicable lien waivers releasing SMG from any and all present or future liability which accrued or may accrue against SMG on account of the Work covered thereby.
  - (ii) If SMG 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 SMG 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, SMG may withhold later partial payments until Contractor submits evidence

satisfactory to SMG that all amounts Contractor owes in connection with performance of this Contract have been paid. Further, SMG 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 SMG's reasonable satisfaction that these sums are not due or (ii) provides SMG 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 SMG 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 SMG within thirty (30) days of receipt by Contractor of the notification of change unless SMG grants a further period of time, which will be subject to SMG's approval. No change increasing or decreasing the quantity or price of the Services shall be made unless previous authorized by SMG, 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 SMG 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 SMG 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 SMG and entered upon such invoices as a separate item; or,
  - (ii) At its option, when exempt from the payment of such tax, SMG, 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 SMG 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 SMG's designated personnel, Contractors, tenants and customers, if any, so no delays or interference will occur in completion of any part or all of SMG'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 SMG. Use of SMG'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.** SMG 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 SMG, 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 SMG 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 SMG. 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 SMG the reasonable cost of such audit. In any event, Contractor shall promptly pay to SMG the amount of any such variance which results in an overpayment by SMG 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 SMG 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, SMG and Contractors". Contractor's duty to indemnify SMG 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, SMG shall have the right to review and approve such personnel selections, and may reject any such personnel at any time whenever SMG, 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 SMG'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 SMG, 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 SMG 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 SMG, Owner or the other SMG 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 SMG 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 SMG, 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 SMG 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.** SMG has adopted and maintains an affirmative action program with respect to its contracts. The purpose of SMG'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 SMG contracts. As a minimum, SMG 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 SMG 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, SMG 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 SMG 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, SMG 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 SMG or demonstrates to SMG'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 SMG as well as all unfinished Work on the Project.

## 18. Default and Termination.

- (a) **Termination for Convenience.** SMG has the right to terminate this Contract, in whole or in part, for any reason, including the convenience of SMG, by providing Contractor with written notice specifying the date of termination. On the date specified in the notice, this Contract will terminate. SMG will pay Contractor the amount earned or reimbursable to it (if any) up to the termination date. After termination, Contractor has no further claim against SMG based upon this Contract.
- (b) **Termination for Cause.** This Contract may be terminated if an event of default occurs. The following constitute events of default by Contractor:
  - (i) Refusal of failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of proper quality;
  - (ii) Failing in any material respect to deliver the Services according to SMG's schedule;
  - (iii) Causing, by an action or omission, the stoppage or delay of or interference with the services or work of any employee or other Contractor or subcontractor;
  - (iv) Failure to comply with any provision of this Contract or the Specifications described in the IFB, including, but not limited to matters pertaining to insurance, indemnification and MBE/WBE use;
  - (v) Becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;
  - (vi) Inability to deliver the Goods and/or Services under the Contract as a result of insolvency, bankruptcy, or having a receiver appointed;
  - (vii) Conviction in a criminal court or finding of liability in civil court relating to the Services or involving fraud or misconduct adversely affecting any governmental entity;
  - (viii) Any other acts or omissions specifically identified in this Contract as an event of default.

- (c) **Curable and Incurable Defaults.** Time-sensitive defaults (e.g. failure to meet deadlines) are not curable unless SMG, in its sole and absolute discretion extends the deadline; an extension, however, does not relieve Contractor of liability for any damages SMG suffers on account of Contractor's failure to meet required deadlines. Contractor must cure any default that is not time sensitive within ten (10) calendar days after Contractor is given notice of the default in accordance with the terms of this Agreement. In the event a default cannot be reasonably cured within ten (10) calendar days after notice, in the sole opinion of SMG, Contractor must begin to cure the default promptly within the ten-day period and continue diligent efforts to complete the cure until accomplished.
- (i) SMG, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event SMG determines that an event of default can be cured, it shall provide Contractor with notice setting for the event of default and cure requirements, including the time period permitted for cure. Contractor shall cure any event of default as provided in the notice.
  - (ii) If Contractor fails to cure a default as provided in the notice, SMG may, at its sole option, declare Contractor in default. SMG will give Contractor written notice of the default and SMG's termination of this Contract. SMG's decision is final and takes effect when notice is given or such time as set forth in the termination notice. Contractor shall discontinue all activities under this Agreement, unless otherwise directed in the notice, and deliver all materials accumulated in performing under this Contract, whether completed or in the process, to SMG.
- (d) **Remedies.** In the event of default, SMG may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Contract.
- (i) The right to acquire Goods and/or Services from an alternate source. Contractor shall pay all additional costs incurred by SMG.
  - (ii) The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by SMG.
  - (iii) The right to monetary damages.
  - (iv) The right to deem Contractor non-responsive in future contracts to be awarded by SMG.
  - (v) The right to take assignment of any or all of Contractor's subcontracts and acquire the Goods, by itself or through others, by whatever method SMG considers expedient.
  - (vi) The right to set-off against any sums owing Contractor.
  - (vii) Such other remedies as permitted by law.
- (e) No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as SMG considers expedient.
- (f) In a court of competent jurisdiction determines that SMG wrongfully terminated Contractor, then the termination shall be treated as a termination for convenience.

**19. No Damages for Delay.** Contractor is not entitled to and must not include charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services specified in this Agreement and agrees to waive any right to bring any claim for excess costs or damages that may be caused by delays or hindrances in the performance of the Services, regardless of the nature of the delay or hindrance, absent bad faith, fraud or direct tortious interference by SMG. If Contractor's performance of the Services is delayed by causes beyond Contractor's reasonable control, SMG 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 SMG 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. SMG 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 SMG 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 SMG, 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 SMG.

- (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 SMG with the understanding that SMG 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) SMG 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, SMG shall be relieved from any further liability or obligation under this Agreement, it being understood that the assignee shall have all of SMG's rights, duties and obligations. In the event of such assignment, the term "SMG" 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 SMG which consent may be granted, denied or conditioned in the sole, unfettered discretion of SMG.

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

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

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

**McCormick Place | SMG**

301 East Cermak Road

Chicago, Illinois 60616

Attention: Hilary Barker, Purchasing Manager

E-Mail: [hbarker@mccormickplace.com](mailto:hbarker@mccormickplace.com)

With a copy to:

**SMG**

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 SMG 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 SMG for all losses, expenses, including attorney's fees, attributable to any acts of commission or omission by Contractor, its employees and agents, and sub-Contractors resulting from failure to comply with any federal, state or local laws, codes, ordinances or regulations including, but not limited to, any fines, penalties, or corrective measures.

- (b) **Applicable Law/Venue.** This Contract shall be governed by the laws of the State of Illinois. Any suit regarding this Contract or any alleged breach thereof shall be brought only in courts located in Chicago, Illinois, and the parties consent to the jurisdiction and venue of the courts located in the County of Cook, State of Illinois.
- (c) **Independent Contractor; No Partnership.** SMG 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, SMG 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 SMG 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 SMG, 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 SMG, SMG 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.

SMG, 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: \_\_\_\_\_