



McCormick Place | SMG
Invitation for Bids (“IFB”)
Network Hardware
#S2018-04

**McCORMICK PLACE | SMG
PURCHASING DEPARTMENT**

**INVITATION FOR BID (IFB)
FOR
NETWORK HARDWARE
#S2018-04**

McCormick Place | SMG is seeking Bids from qualified companies to supply and deliver **Network Hardware** to McCormick Place | SMG, on an as needed basis.

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

KEY DATES:

IFB Posted:	Wednesday, April 4, 2018
Requests for Interpretation:	Wednesday, April 11, 2018 no later than 12:00 PM
Bids Due Date:	Wednesday, April 18, 2018 no later than 12:00 PM

Purchasing Contact:

Hilary Barker, Purchasing Manager
McCormick Place | SMG
Corporate Center
301 East Cermak Road
Chicago, Illinois 60616
Phone: 312.791.6446
E-Mail: hbarker@mccormickplace.com

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SECTION I. GENERAL INFORMATION, DEFINITIONS AND INTERPRETATIONS

1.1 GENERAL INFORMATION

The Metropolitan Pier and Exposition Authority (the “Authority”) has transferred the operations of the McCormick Place Convention Center to 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, and the Corporate Center.

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

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. The Wintrust Arena can serve as a general session hall for large business meetings and conventions as well as 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.

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

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

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.

1.2 DEFINITIONS

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

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

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

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

“**Bid**” means the submitted responses to the Bid Document, including any requested samples.

“**Bidder**” means the firm(s), sole proprietor, corporation(s), partnership(s), and joint venture(s) that submit Bids.

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

“**IFB**” means this Invitation for Bid, including all exhibits and addenda.

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

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

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

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

“**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. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices. Those bids deemed materially non-responsive must be rejected.

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

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

“**Services**” means all Work for which McCormick Place | SMG engages the Successful Bidder.

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

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

1.3 INTERPRETATIONS

- A. Any headings in this IFB are for convenience of reference only and do not define, limit, control or affect the meaning of the IFB’s provisions. In this IFB, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this IFB refer to this IFB. All section

references, unless otherwise expressly indicated, are to sections of this IFB. 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 IFB 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 IFB.

- B. Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the IFB 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 IFB mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of McCormick Place | SMG.

SECTION II. SPECIFICATIONS

2.1 SCOPE OF CONTRACT

McCormick Place | SMG requires the supply and delivery of various Network Hardware and supplies to support internal and external customers.

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

The quantities provided herein are neither maximum or minimum, McCormick Place | SMG may not purchase these quantities at one time.

McCormick Place | SMG will **not** accept substitutions for the brand(s) specified on Required Form A-Bid Form.

2.2 PRICING

Prices quoted in Required Form A– Bid Form are delivered prices (FOB Destination). No shipping, handling or delivery charges of any kind shall be honored by McCormick Place | SMG. Bidders must provide the unit price for each item listed and the extended price based on the estimated quantities provided. Any costs invoiced that were not included in the Bid Form will not be paid; therefore, Bidders must ensure that all costs are included even though the Bid Request Form may not specifically list them.

Bidders must respond to **each item in a category** to be considered for award.

2.3 DELIVERY LOCATIONS

North Building

450 East 23rd Street
Chicago, Illinois 60616

South Building

2301 South Mines Drive
Chicago, Illinois 60616

*Lakeside Center

2301 South Lake Shore Drive
Chicago, Illinois 60616

West Building

2302 South Prairie
Chicago, Illinois 60616

*The Receiving dock at the Lakeside Center has an entrance clearance of eleven feet two inches (11'2"). Deliveries that cannot clear this height shall be refused.

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

2.4 SHIPMENT

Purchase Orders shall be issued periodically specifying the materials and quantities required. Shipment shall be made in accordance with the quantities specified on each specific Purchase Order.

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

2.5 AUTHORIZED DISTRIBUTOR

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

2.6 REPRESENTATION AND WARRANTY

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

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

2.7 RETURN POLICY

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

2.8 BACK ORDERS

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

2.9 DISCONTINUED EQUIPMENT AND SUPPLIES

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

2.10 AVAILABILITY

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

2.11 REPORTS AND REPORTING CAPABILITES

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

2.12 ECONOMIC ADJUSTMENT CLAUSE

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

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

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

2.13 MANUFACTURER

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

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

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

2.14 INVOICES

Successful Bidder must address all invoices to the following:

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

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

2.15 ENVIRONMENTAL PREFERABLE PRODUCTS

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.

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

III. IFB INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

3.1 IFB Instructions

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

Bidder's written Bid documents are due no later than **12:00 PM (CST) on Wednesday, April 18, 2018**. Bids received after this time will be non-responsive and ineligible for consideration for this opportunity. No Bid may modify or substitute the items to be furnished or the work to be done. Bids that do not conform to the specifications of this invitation for bids may be deemed as non-responsive. The responsibility for submitting a response to this IFB on or before the stated time and date will be solely and strictly that of the Bidder. McCormick Place | 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. *Bids received after the deadline outlined above will be non-responsive and ineligible for consideration.*

McCormick Place is committed to initiatives designed to conserve energy, protect vital resources and promote ecologically-efficient policies and procedures. In an effort to achieve this goal, McCormick Place | SMG will not request multiple hard copies of Bid submittals. Interested parties must submit **One (1) COMPLETE ORIGINAL hard copy and one electronic copy on a USB** of the IFB submittal that includes all information in the format outlined in this IFB (Section 3.2). The original hard copy must contain the original signatures and original notary certifications/seals. The electronic copy must be saved as a searchable PDF document on a USB drive.

Bid documents must be labeled "**McCormick Place IFB – Network Hardware**" 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 to Hilary Barker, Purchasing Manager: hbarker@mccormickplace.com, until **12:00 PM (CST) on Wednesday, April 11, 2018**. A summary of questions received and answers will be issued as an addendum to all potential Bidders.

If it becomes necessary to revise or amend any part of this IFB, McCormick Place | SMG will publish a revision by written addendum. It will be the responsibility of the Bidder to obtain all such addenda and to acknowledge receipt of any addenda that have been issued by visiting the McCormick Place website at www.mccormickplace.com under the 'Doing Business' link. If none are issued, indicate "NONE" on Required Form B - Form of Transmittal Letter.

Bidders are to contact *only* the Purchasing Department, via e-mail at hbarker@mccormickplace.com, concerning this IFB and should not rely on verbal representations, statements, or explanations other than those made in this IFB or in any written addendum to this IFB.

3.2 IFB Submittal Requirements and Contents

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

- a) **Required Form A – Bid Form**
- b) **Required Form B – Form of Transmittal Letter**
- c) **Required Form C – Statement of Bidder’s Business Organization**
- d) **Required Form D – Statement of Bidder’s Qualifications.** Bidders shall submit copies of all certifications, licenses and financials, which are required as part of the Bid qualification process, in addition to any additional requirements and documentation attesting to Bidder’s abilities to provide the materials outlined herein.
- e) **Required Form E – Insurance Requirements.** Bidders must provide evidence of the ability to provide the insurance coverages as identified in this IFB.
- f) **Required Form F – Notification of Exceptions**
- g) **Required Form G - Special Conditions Regarding Minority and Women Owned Business Enterprises.** McCormick Place | SMG has adopted and maintains a minority and female owned business enterprise procurement program for any and all work undertaken by McCormick Place | SMG.

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

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

IV. CONDITIONS, DISCLAIMERS AND DISCLOSURES

This IFB does not represent a commitment or offer by McCormick Place | SMG to enter into an agreement with a Bidder. 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 IFB. The Bidder assumes the responsibility for all costs incurred in responding to this IFB. It is understood and agreed that McCormick Place | SMG assumes no liability for the Bidder's costs incurred in responding to this IFB. The IFB and the Successful Bidder's response to the IFB will, by reference, become a part of the final Agreement between the Successful Bidder and McCormick Place | SMG resulting from this solicitation process.

By submitting a Bid, Bidder agrees to accept and abide by the terms of this IFB. 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 IFB will be considered. The submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final.

4.1 Bid Canvassing

Bids will be canvassed on the basis of (a) Bidder responsiveness, (b) Bidder responsibility and (c) the Lowest Total Cost per Category.

Bidders must respond to **EACH** item within a category in order to be considered for award

4.2 Signing Forms

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

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

single individual to be appointed manager of operations with the consent of all parties to the joint venture agreement.

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

4.3 Ownership of Bids

The timely submittals and any information made a part of the Bids 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 Bidder is selected. Submittal of a response to this IFB indicates acceptance by the Bidder of the conditions contained within the IFB document.

4.4 Improper Practices

The Bidder 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 IFB response selection process.

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

4.5 Interpretation

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

4.6 Multiple Awards

McCormick Place | SMG reserves the right to award the Contract to one or more Bidders as it deems to be in its best interest.

4.7 No Criminal/ Civil Liability and Not In Arrears Certification

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

4.8 Vendor Ethics

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

4.9 Insurance Requirements

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

4.10 Taxes

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

4.11 Rejection of Bids

Bids that do not comply with the submittal requirements of the IFB, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. McCormick Place | 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 Bidder 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.

4.12 Protests

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

McCormick Place | SMG
Attn: Hilary Barker, Purchasing Manager
301 E. Cermak Rd.
Chicago, IL 60616
hbarker@mccormickplace.com

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

4.13 Freedom of Information Act

This IFB 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 Bid may be made available for public inspection and copying and if the Bidder believes certain information is exempt from public disclosure under FOIA, the Bidder must clearly mark those portions of its Bid as being “Confidential” and request confidential treatment. The Bidder 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 Bidder will be responsible for any costs or damages associated with McCormick Place | SMG’s defending the Bidder’s request for exempt treatment.

4.14 Confidentiality

Except with the McCormick Place | SMG's approval, the Bidder 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 IFB process concerning any matter relating to the work or regular business of McCormick Place | SMG.

4.15 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.

4.16 Compliance with Laws

The Successful Bidder shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the provision of services or items hereunder and shall ensure that all necessary licenses required by the City of Chicago and the State of Illinois are obtained.

4.18 Contract Documents

The Contract Documents shall consist of the Terms & Conditions, Bid documents, including all Attachments, Exhibits, and any Addenda; the submitted Bid to the extent it is consistent with the Bid Documents, and the duly executed Contract. The documents are complementary and binding in whole or in part. The Contract must be signed within 10 days of receiving documents.

4.19 Tie Bids

Tie bids or Bids are those from responsive and responsible vendors that are, in the case of bids, identical in price. Tie bids or Bids will be resolved as follows:

1) The award shall be made by lot unless the Procurement Officer determines that:

a) Awarding to one of the vendors is in McCormick Place | SMG’s best interest because, for example, that vendor is likely to be more reliable or responsive to McCormick Place | SMG’s needs, based on past performance; provides a better quality of the supply or service; or provides quicker delivery; or,

b) Splitting the award is in McCormick Place | SMG’s best interest because of a need to ensure delivery of the supply or service, or is necessary or desirable to promote future competition, and provided the affected vendors agree to the split award.

REQUIRED FORM A – BID FORM

PROJECT DESCRIPTION: Network Hardware

PROJECT NUMBER: #S2018-04

BIDDER:

SFP'S - CISCO ONLY (no alternates)				
<u>Part Number</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	300		
QSFP-40G-LR4-S=	QSFP 40GBASE-LR4 Transceiver Module, LC, 10km, Enterprise-Class	40		
QSFP-H40G-ACU7M=	40GBASE-CR4 Active Copper Cable, 7m	8		
TOTAL:				

REQUIRED FORM B – FORM OF TRANSMITTAL LETTER

_____ [Insert Date]

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

On behalf of _____ (Insert Full legal name of Bidder), I submit with this letter its response to McCormick Place | SMG’s Invitation for Bids (“IFB”) for NETWORK HARDWARE. In this connection, I state the following:

- 1. I have full authority to bind Bidder with respect to this response to the Invitation for Bids and any oral or written presentations and representations made to McCormick Place | SMG.
2. I have read and understand the Invitation for Bids (IFB) and am fully capable and qualified to provide the goods and/or services as described within this Invitation for Bids (IFB) and have made all investigations and examinations required by said documents.
3. I have read and understand the Invitation for Bids, including addenda numbers _____.
4. I understand that McCormick Place | SMG will rely on my firms’ response to the Invitation for Bids 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 Bid 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, Bidder 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 Bidder 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. Bidder understands that McCormick Place | SMG will rely upon the material representations set forth in the IFB and that Bidder has a continuing obligation to update any information which changes or which Bidder learns to be incorrect.
9. It is understood that an original and an electronic copy of the Bid have been submitted for consideration. Bidder warrants that all electronic copies are identical to the original in all respects.
10. If selected by McCormick Place | SMG, Bidder agrees to enter into an Agreement for NETWORK HARDWARE with McCormick Place | SMG.

I declare that all Required Forms A through G have been examined by me and to the best of my knowledge and belief are true, correct, and complete.

Signed: _____

(Typed name of signatory)

as: _____

(Relationship to Bidder/Title/etc.)

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2018.

Notary Public Signature

(Notary Seal)

REQUIRED FORM C – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: Network Hardware
PROJECT NUMBER: #S2018-04
BIDDER:

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

PARTNERSHIP

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

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

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

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

Name	Percentage Ownership

List the names of all managing partners:

CORPORATION OR LIMITED LIABILITY COMPANY

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

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

Name	Percentage Ownership

List the names of all officers and directors/managers:

REQUIRED FORM C – STATEMENT OF BUSINESS ORGANIZATION

PROJECT DESCRIPTION: Network Hardware

PROJECT NUMBER: #S2018-04

CONTRACTOR: _____

MINORITY AND WOMEN BUSINESS ENTERPRISE PROFILE

Is Bidder a certified minority or woman owned business enterprise?

YES

NO

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

Identify Bidder's M/WBE status:

Minority-Owned Business Enterprise (MBE)

Women-Owned Business Enterprise (WBE)

Certified by:

Women's Business Development Center (WBDC)

Chicago Minority Supplier Development Council (CMSDC)

City of Chicago

Cook County

State of Illinois

Other: _____

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

Identify Agency certification is pending with: _____

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

REQUIRED FORM D – STATEMENT OF QUALIFICATIONS

PROJECT DESCRIPTION: Network Hardware
PROJECT NUMBER: #S2018-04
CONTRACTOR: _____

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

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

Number of consecutive years at this location: _____.

Date when business was organized _____.

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

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

4. List below two (2) references:

A. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

B. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

5. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

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

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

If yes to either question, provide details. _____

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

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

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

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

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

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

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

Location of facility where inventory is maintained:

Address _____

City _____ State _____ Zip _____

REQUIRED FORM E – INSURANCE REQUIREMENTS

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

1. The Selected Contractor must procure and maintain, at its own expense, until final completion of the Services covered by this Contract and during the time period following final completion if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below, in amounts specified by McCormick Place | 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	
Employer's Liability	<u>Statutory</u>
Each Accident	\$ 1,000,000.00
Each Employee - Disease	\$ 1,000,000.00
Disease-Policy Limit	\$ 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 \$ 2,000,000.00

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

e. Professional Liability/Errors & Omissions

\$ 5,000,000.00
per claim & aggregate

Coverage must include Network Security and Privacy Liability covering the actual or alleged breach of duty, negligence, error(s), misstatement, misleading statements or omissions, of Contractor in the rendering or the failure to render technology-based Professional Services under this Agreement including; Breaches of security, unauthorized access to or use of computer systems, failure of security, invasion or infringement of, or interference with the right of privacy or other legal protections for personal information, wrongful collection, disclosure or other negligence in the handling of confidential information.

The policy shall have a retroactive date on or before the Agreement date or the date of Supplier's first professional service, whichever is earlier. Supplier shall use commercially reasonable efforts to maintain such coverage for three (3) years following final delivery of work or services.

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 professional 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 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 F – NOTIFICATION OF EXCEPTIONS

The Undersigned understands and agrees that:

PLEASE CHECK ONLY ONE

Bidder acknowledges that there are **NO EXCEPTIONS** to the Form of Agreement, Exhibit I, or any other requirements stated in this procurement #S2018-04.

Signed: _____

(Typed name of signatory)

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

Date: _____

Bidder acknowledges that **THERE ARE EXCEPTIONS** to the Form of Agreement, Exhibit I, including conflicts of interest, or any other requirements stated in this procurement #S2018-04 and has attached them to this Required Form F Notification of Exceptions.

Signed: _____

(Typed name of signatory)

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

Date: _____

Remainder of page is blank.

SECTION I. POLICY STATEMENT AND TERMS

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

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

SECTION II. DEFINITIONS

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

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

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

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

SECTION III. CERTIFICATION

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

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

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

SECTION IV. CONTRACT GOALS

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

MBE PERCENTAGE	WBE PERCENTAGE
25%	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.

SECTION V. OBLIGATIONS OF BIDDERS AND PROPOSERS

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

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

Alexander Buckles, Diversity Analyst
E-Mail: abuckles@mccormickplace.com

SECTION VI. SUBMITTAL REQUIREMENTS

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

MBE/WBE firms identified in Schedule A due to unforeseen circumstances in order to fulfill the requirements of the contract. All such requests are subject to SMG's written approval, subject to the terms of the contract.

SECTION VII. COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

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

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

b. Direct Participation.

1. Full credit towards the MBE or WBE commitment may be received for the purchase price of materials and supplies if the materials and supplies are wholly consumed in the performance of a contract and:
 - A. The MBE or WBE firm manufactures (i.e., fabricates from raw materials or substantially alters) the materials or supplies; or
 - B. The contract or subcontract with the MBE or WBE firm calls for the firm to furnish and install the supplies or materials; or
 - C. The MBE or WBE firm providing the materials or supplies performs some other Commercially Useful Function in the supply process (e.g., the MBE or WBE firm's Area of Specialty, as stated on the letter of certification, is a wholesale/retail distributor of the materials or supplies in question). SMG, in its sole discretion, shall determine whether the MBE or WBE firm performs a Commercially Useful Function.
2. If the MBE or WBE subcontracts out any of its work:
 - A. The full value of the portion of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - B. None of the value of the work that an MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

- C. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by SMG to be reasonable and not excessive as compared with fees customarily allowed for similar services.

c. Materials and Supplies

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

d. Joint Ventures

1. A Joint Venture that includes MBE/WBE partners may count towards a Bidder or Proposer's Contract Specific Goals, provided, however, that the MBE or WBE partner(s) must:
 - A. Be responsible for a clearly defined portion of the contract to be performed;
 - B. Perform a Commercially Useful Function;
 - C. Share in the capital contribution, control, management responsibilities, risks and profits of the Joint Venture are equal to its ownership interest;
 - D. Execute the Bid or Proposal along with the other Joint Venture partners;
 - E. Enter into a written Joint Venture agreement with the other Joint Venture partners that specifies the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and certifies that all such terms and conditions of the Joint Venture agreement are in accordance with Section VII(a)(1)-(3) above. Roles assigned between the Joint Venture partners should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought.

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

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

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

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

a. Required Documents. To obtain relief/reduction of MBE/WBE goals, a Bidder or Proposer must submit the following:

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

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

but does not guarantee that documentation of the following factors will automatically qualify as Good Faith Efforts.

1. Having written affirmative action policies and demonstrating general success in implementing those policies.
 2. Notifying assistance agencies in writing before Bids or Proposals are due to seek their assistance in identifying viable MBE and/or WBEs for specific work on a contract. (See Section XIV for a list of such agencies.).
 3. The method, means, and date(s) by which the Contractor timely notified the MBE/WBEs of the potential for bidding or participation in the subject contract.
 4. Documentation that the information Contractor provided to the MBE/WBEs about plans, specifications, requirements of the contract and scope of services was adequate to facilitate the MBE/WBE's ability to provide a substantive bid response to the Contractor.
 5. Evidence that the Contractor selected portions of the work to be performed by an MBE/WBE in order to increase the likelihood of participation, including, where appropriate, breaking down contracts into smaller, economically feasible units.
 6. If the Bidder or Proposer has directly negotiated with MBE and/or WBEs for subcontracts, the following items must be reported. A detailed statement of the efforts made to negotiate in good faith with MBE/WBEs showing:
 - A. The names, addresses and telephone numbers of the MBE/WBEs contacted;
 - B. A description of the plans and specifications provided to MBE/WBEs; and
 - C. A detailed statement of the reason(s) agreements with the MBE/WBEs were not possible;
 - D. A detailed statement of efforts made to select work for an MBE/WBE.
 7. Whether the contractor deemed the MBE/WBE as unqualified on a bona fide basis consistent with legitimate industry standards.
 8. The Bidder and/or Proposer must research MBE and/or WBE involvement beyond customary roles. (Affidavits must be submitted stating why MBE/WBE participation was not possible).
 9. Assisting MBE and/or WBEs in overcoming participation barriers, for example, by helping firms obtain bonding or insurance coverage.
- c. Price.** Price alone is not an acceptable reason for rejecting an MBE/WBE subcontractor. The Bidder or Proposer must demonstrate that no MBE and/or WBE offered a reasonable price based on objective factors establishing that the quote is excessively costly. In order to establish that a subcontractor's quote is excessively costly, the Bidder or Proposer must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which Bidder or Proposer asserts the MBE/WBE quotes(s) was excessively costly (in excess of 10%).
 2. A list of all potential subcontractors contacted for a quote on the relevant work or service to be performed by the subcontractors and the prices quoted for the subcontract in question.

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

SECTION IX. IMPRACTICABILITY

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

SECTION X. RECORD KEEPING

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

SECTION XI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

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

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

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

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

SECTION XII.EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION XIII. SMG'S REMEDIES FOR NON-COMPLIANCE

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

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

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

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

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

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



A. Project Information

RFP Number:

RFP Title:

B. Bidder/Proposer Information

Name of Bidder/Proposer:

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

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

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



C. Direct Participation of MBE/WBE Firms

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

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

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

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

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

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

Address:

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

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

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

D. Direct Participation of Non-MBE/WBE Firms

List all Non-MBE/WBE firms directly involved in the performance of this contract. Attach additional sheets as necessary.

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

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

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



Name of Firm
(MBE/WBE):

Address:

Phone:

Fax:

Contact Person:

Email:

Dollar Amount of Participation:

Percentage of Participation:

Description of Service or Work:

E. Declaration and Affirmation

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

Signature of Affiant:

Print Name:

Date:

IF PROPOSING AS A JOINT VENTURE

Name of Joint Venture Participant:

Signature of Affiant:

Date:

Print Name:

Date:

State of: _____ County of _____

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

NOTARY PUBLIC

(SEAL)

For Internal Use:

Reviewed by:

Date:

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



A. Project Information

RFP Number:	RFP Title:
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B. Statement of Intent

From (MBE/WBE Firm):

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

To (Prime Contractor):

and McCormick Place | SMG

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

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

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

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

Type of Firm	Percentage
MBE	
WBE	
or MBE/WBE Firm	

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

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



A. Project Information

RFP Number:

RFP Title:

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

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

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

B. Joint Venture Information

Name of Joint Venture:

Address:

Phone:

E-Mail:

Contact Person:

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

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

C. Non MBE/WBE Joint Venture Participant(s)			
Name of Firm:		% Ownership:	
Address:			
Phone:		Fax:	
Contact Person:		Email:	
D. MBE/WBE Joint Venture Participant(s)			
Name of Firm:		% Ownership:	
Address:			
Phone:		Fax:	
Contact Person:		Email:	
Type of Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Certifying Entity:		Date:
Area of Specialty:			
MBE/WBE initial capital contributions:		\$	%
Future capital contributions (explain requirements):			
Source of funds for the MBE/WBE capital contributions:			
Specify the MBE/WBE's share in the profits of the Joint Venture:			
Specify the MBE/WBE's share in the risks of the Joint Venture:			
Specify other applicable ownership interests or other agreements, which restrict or limit ownership and/or control:			

E. Control of and Participation in the Joint Venture		
Identify by name and firm those individuals who are, or will be responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements.		
Joint Venture check signing:		
Authority to enter into contracts on behalf of the Joint Venture:		
Signing, co-signing and/or collateralizing loans:		
Acquisition of lines of credit:		
Acquisition and indemnification of payment and performance bonds:		
Negotiating and signing labor agreements:		
Management of contract performance (identify by name and firm):		
Task	Name	Firm
Purchase of major items or supplies		
Estimating		
Supervision of field operations		
Marketing and sales		
Other (please describe):		
F. Financial Control of Joint Venture		
Which firm or individual will be responsible for accounting functions relative to the Joint Venture's business?		
Identify the managing partner, if any, and describe the means and measure of the individual's compensation.		
What authority does each party have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors and/or other parties participating in the performance of this contract or the work of this project?		

G. Personnel of Joint Venture

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

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

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

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

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

Number of employees	Position	Employed by

H. Additional Information

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

I. Declaration and Affirmation

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

MBE/WBE Firm:

Signature of Affiant:

Print Name:	Date:
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Non - MBE/WBE Firm:

Signature of Affiant:

Print Name:	Date:
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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:

Contact Person: Email:

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

Name of Firm:

Address:

Phone: Fax:

Contact Person: Email:

C. Declaration and Affirmation

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

Signature of Affiant:

Date:

Print Name:

Title:

State of: _____ County of _____

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

NOTARY PUBLIC

(SEAL)

For Internal Use

Reviewed By:

Date:

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



A. Project Information

RFP Number:	RFP Title:
-------------	------------

B. MBE/WBE Statement

Name of MBE/WBE Firm:

Bidder/Proposer Name:

The undersigned certifies that:

1. The above named MBE/WBE firm was offered an opportunity to bid on the above – referenced project by the above named Bidder/Proposer.

2. The MBE/WBE firm is unavailable to perform the services or prepare a bid for the following reason:

D. Declaration and Affirmation

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

Signature of Affiant:	Date:
-----------------------	-------

Print Name:	Title:
-------------	--------

State of: _____ County of _____

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

 NOTARY PUBLIC (SEAL)

For Internal Use	Reviewed By:
	Date:

