

**EXECUTION COPY**

**BANQUET AND CONCESSIONS MANAGEMENT AGREEMENT**

**for**

**McCORMICK PLACE CONVENTION CENTER, CHICAGO, ILLINOIS**

**between the**

**METROPOLITAN PIER AND EXPOSITION AUTHORITY**

**and**

**SMG FOOD AND BEVERAGE, LLC**

**d/b/a**

**SAVOR**

**DATED: February 23, 2021**

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## **BANQUET AND CONCESSIONS MANAGEMENT AGREEMENT**

**THIS AMENDED AND RESTATED BANQUET AND CONCESSIONS MANAGEMENT AGREEMENT** (the “Agreement”) is made and entered into this 23<sup>rd</sup> day of February 2021, by and between the **METROPOLITAN PIER AND EXPOSITION AUTHORITY**, a municipal corporation, body politic and unit of local government created and existing under the laws of the State of Illinois (“Authority”), and **SMG FOOD AND BEVERAGE d/b/a SAVOR**, an LLC duly organized and existing under the laws of the State of Delaware (“Manager”).

### **RECITALS**

**WHEREAS**, the Authority owns and operates hotels and a public convention, conference and meeting complex located in Cook County, Chicago, Illinois 60616, and known as “McCormick Place Convention Center” which includes the Lakeside Center, the North Building, the South Building, the West Building, the Corporate Center, and Wintrust Arena;

**WHEREAS**, McCormick Place accommodates various Events including, but not limited to, public and private trade shows, expositions, theatrical performances, meetings, conferences, cultural, educational, trade and scientific exhibits, and a wide variety of other shows and exhibits;

**WHEREAS**, the Authority’s statutory mandate is to attract the highest possible number of public and private Events to McCormick Place;

**WHEREAS**, the provision of first-class food and beverage services is instrumental to the Authority’s ability to attract Events to McCormick Place;

**WHEREAS**, Manager was previously awarded a contract to provide food and beverage services and entered into an agreement with the Authority effective from September 28, 2011 through June 30, 2021;

**WHEREAS**, in response to the global pandemic, the City of Chicago and the State of Illinois imposed “stay at home orders” and restrictions on travel, non-essential activities, and gatherings of people in March of 2020 to reduce the spread of COVID-19;

**WHEREAS**, conventions and other events have been cancelled at McCormick Place and may not resume until certain milestones set forth by the City and the State related to new COVID-19 cases are met;

**WHEREAS**, the global COVID-19 pandemic and related travel and event restrictions have created uncertainty related to the Event schedule at McCormick Place and prevented the Authority from issuing a request for proposals for an agreement to provide food and beverage services beginning on July 1, 2021;

**WHEREAS**, the Authority has determined that Manager is the only economically feasible source for providing first-class food and beverage services at McCormick Place on July 1, 2021;

**WHEREAS**, On February 23, 2021, the Board of the Authority approved award of a sole source contract to Manager, subject to the terms and conditions set forth herein; and

**WHEREAS**, Manager states that it is ready, willing and able to perform in accordance with the terms and conditions of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the parties hereto agree as follows:

**ARTICLE I - INCORPORATION OF RECITALS, DEFINITIONS AND INTERPRETATION**

**1.1 Incorporation of Recitals.**

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

**1.2 Exhibits.**

The following Exhibits are attached hereto and made of part of this Agreement.

- 1.2.1 Exhibit A – Food Service Areas
- 1.2.2 Exhibit B – Scope of Services
- 1.2.3 Exhibit C – Sanitation Review Criteria
- 1.2.4 Exhibit D - Menus
- 1.2.5 Exhibit E - MBE and WBE Special Conditions
- 1.2.6 Exhibit F – Statement of Business Organization
- 1.2.7 Exhibit G – Insurance Requirements
- 1.2.8 Exhibit H – South S100 Banquet Kitchen

**1.3 Definitions.**

Certain terms used in this Agreement and in the Exhibits attached, each of which is capitalized, shall have the meanings ascribed to them in this Agreement, including the following:

- 1.3.1 **“The Act”** shall mean the Metropolitan Pier and Exposition Authority Act 70 ILCS 210.
- 1.3.2 **“Affiliate”** means: (a) any individual, corporation, partnership, trustee, administrator, executor or other legal entity that, directly or indirectly, owns or

controls, or is owned or controlled by, or is under common ownership or control with Manager; or (b) any legal entity in which Manager or any shareholder owning greater than twenty percent (20%) of the voting shares of Manager, or partner with a twenty percent (20%) or greater interest in Manager, has an ownership interest that is greater than twenty percent (20%).

- 1.3.3** “**Agreement**” shall mean this document and all Exhibits and other material incorporated by reference which comprise the Banquet and Concessions Management Agreement.
- 1.3.4** “**Authority**” shall mean the Metropolitan Pier and Exposition Authority, the owner of McCormick Place.
- 1.3.5** “**Authority’s Representative**” shall mean any individual or company legally authorized by the Authority to manage the operations of McCormick Place or to represent the Authority.
- 1.3.6** “**Authority Sponsored Event**” shall mean an event for which the Director has directed Manager to provide Services for such Authority Sponsored Event at the actual cost to Manager for those Services. Events and functions to be charged in this manner shall be invoiced either to Manager or a third party at the direction of the Director.
- 1.3.7** “**Banquet Operations**” shall mean the furnishing of hosted catering, pre-ordered, and special event food and beverage Services to Events at McCormick Place.
- 1.3.8** “**Client**” shall mean the firm, individual, corporation, partnership, joint venture or other entity that has scheduled an Event at McCormick Place.
- 1.3.9** “**Concessions**” or “**Concession Operations**” shall mean the furnishing of food, goods and/or services to the public at retail prices, which such food, goods and/or services are customarily provided in commercial retail centers including, but not limited to, stores, restaurants, bars, push carts and food courts.
- 1.3.10** “**Day(s)**” or “**day(s)**” shall mean every day of the year, including Saturdays and Sundays.
- 1.3.11** “**Direct Operating Costs**” shall mean the sum of the following:
- a. cost of sales, calculated according to the Uniform System of Accounts for Restaurants, as adopted by the National Restaurant Association, 1996 (“USAR”);
  - b. payroll, service charge distributions, reserves for bonuses and vacation pay, employee benefits, and employee meals, all as calculated according to USAR;



- c. those expenses relating to the licenses necessary to perform the Services including, but not limited to, the cost of the Authority provided electrical and utility services and fees payable to the appropriate regulatory agency for alcoholic beverage and food purveyor or dispenser licenses, all calculated according to generally accepted accounting principles;
- d. fees and other costs and expenditures required to permit the Manager to operate a Franchise;
- e. certain interest and depreciation expenses, subject to the prior written approval of the Authority;
- f. all other costs and expenses identified elsewhere in the Agreement as Direct Operating Costs;
- g. such other expenses as may be agreed upon in writing by the Authority and the Manager;
- h. the facility operational expenses including Food and Beverage Related Utility Expenses, Utility Installation Expenses and Room Conversion Fees as provided herein; and
- i. the Management Fee, Incentive Fee and Retail Food Licensee Fee payable to Manager under this Agreement.

The following are *not* included in the calculation of Direct Operating Costs:

- j. the Manager's Federal, state or local income taxes and any other taxes not identified elsewhere in or contemplated under the Agreement, provided, however, that federal, state, municipal or other governmental excise, use and sales taxes shall be a Direct Operating Cost hereunder;
- k. those actual costs incurred by Manager for Authority Sponsored Events pursuant to section 10.3;
- l. corporate general and administrative overhead expenses including, but not limited to, the payroll burden for Manager's owners, officers, directors, and corporate and administrative staff; however, the reasonable costs of travel by Manager's corporate or regional personnel incurred after the commencement of the Term hereunder in connection with overseeing the performance of the Services hereunder shall be a Direct Operating Cost;
- m. the cost of outside consulting services or professional services, e.g., recruitment services, unless specifically approved in advance and in writing by the Authority;
- n. the costs of parking, subject to Section 3.3;

- o. the Manager's costs in connection with obtaining the Performance Bond required by this Agreement;
- p. the Manager's legal fees, whether provided by in-house or outside counsel, except as approved in advance by the General Counsel of the Authority in relation to (i) labor negotiations for labor contracts at McCormick Place and (ii) other matters relating to Manager's operations hereunder; and
- q. expenses incurred by Retail Food Licensees that provide direct sales of Services to Clients and users of McCormick Place.

**1.3.12** “**Director**” shall mean the representative of the Authority named by the Authority's Chief Executive Officer, which representative shall have the authority to give all approvals and consents and take all necessary action on behalf of Authority while administering this Agreement, with the exception of items which, in the judgment of the Chief Executive Officer of the Authority, require approval by the Authority's Chief Executive Officer or the Chief Financial Officer or the Board. The Authority reserves the right to engage a third party consultant to review the Manager's performance, and advise and recommend improvements to practices, policies, and procedures.

**1.3.13** “**Equipment**” means all foodservice and retail equipment used by and in the control of Manager during the term of the Agreement. Equipment purchased using reserve funds shall be recorded and incorporated into a planned repair, maintenance, and replacement program. .

**1.3.14** “**Event**” shall mean, without limitation, a public or private trade show, exposition, theatrical performance, meeting, conference, cultural, educational, trade or scientific exhibit or related exhibits, including any associated move-in or move-out periods.

**1.3.15** “**Executive Chef**” shall mean the Manager's chief chef.

**1.3.16** “**Fiscal Year**” shall mean the twelve-month period that commences on July 1 of each calendar year and ends on June 30 of the subsequent calendar year.

**1.3.17** “**Food Service Areas**” shall mean the areas to which the Authority has granted the Manager a license to perform the Services as identified on Exhibit A – Food Service Areas.

**1.3.18** “**Food Service Facilities**” shall mean the facilities identified on Exhibit A.

**1.3.19** “**Franchise**” shall mean an agreement between the Manager and an established branded foodservice provider (Franchisor) which licenses the Manager to sell product under the establishment's brand in return for financial consideration.

**1.3.20** “**Franchisee Revenue**” shall mean the amount paid to the Manager as a Franchisee.

**1.3.21** “**Gross Receipts**” shall mean the total revenues, whether in cash or on credit, in kind or in any other form received by the Manager or any agent or employee of the Manager, including receipts from Concession Operations and Banquet Operations, from the following:

- a. all sales and other amounts made in connection with the rights granted pursuant to the Agreement including but not limited to Franchisee Revenue;
- b. all monies received by the Manager from the provision of coat check services;
- c. all monies received by the Manager for the promotion and sale of goods, voucher or otherwise, together with the aggregate amount of all exchanges of goods, wares, merchandise and Services for like property or Services at the selling price thereof, as if the same had been sold for cash or fair market value, whichever is greater, without credit for credit card discounts, cashier arrearage or shortages or loss of revenue, and whether the same shall be paid or unpaid;
- d. all sales of merchandise and Services, including the redemption of gift certificates;
- e. all other receipts of business conducted in, on or from the Service Areas;
- f. all mail or telephone orders received or filled at or from the Service Areas;
- g. any profit received by the Manager in the event it must rent or purchase from third parties certain items for an Event including, but not limited to, linens, furniture, flatware, table settings, ice sculptures, floral or other table arrangements and related items not already within the Equipment and Smallwares inventory, such that an additional mark-up or increase to this third party provider’s price is passed on to the Client to generate such a profit;
- h. all deposits not refunded to purchasers;
- i. all orders taken in and from the Service Areas whether or not such orders are filled elsewhere; and
- j. receipts or sales by the Manager and any other person or persons doing business in or from the Service Areas including, but not limited to, receipts from advertising.

Gross Receipts shall *not*, however, include the following:

- k. federal, state, municipal or other governmental excise taxes (except federal manufacturers’ excise taxes), use, sales, privilege or retailers’ occupation taxes now or hereafter imposed and collected by the Manager or any Retail

Food Licensees directly from Clients or guests of McCormick Place, or as a part of the price of any goods, wares, merchandise, services or displays and remitted on the Authority's behalf by Manager; provided, however, that this provision does not excuse the Manager or Retail Food Licensees from paying to governmental agencies all taxes for which the Manager or Retail Food Licensees may be liable;

- l. the amount of any cash or credit refund made upon any sale, provided the original sale was made in or from the Service Areas and included in Gross Receipts;
- m. sales of the Manager's fixtures and store equipment not in the ordinary course of the Manager's business;
- n. returns to shippers, suppliers or manufacturers;
- o. bulk sales of the Manager's merchandise not sold to the public and not in the ordinary course of business, provided such merchandise is obsolete, damaged or similar merchandise and is replaced with current, saleable merchandise;
- p. sales to employees of the Manager or the Authority personnel at a discount, but only to the extent of two percent (2%) of the Manager's gross sales at the Service Areas;
- q. receipts from the sale of grease or other scrap material resulting from the performance of the Services from or at the Service Areas;
- r. the cost or value of free meals given to persons for public relations reasons (e.g., tastings to prospective Clients, or complimentary meals to dissatisfied Clients), or to employees of the Manager or Retail Food Licensees employed at or serving the Service Areas, which sums shall be included in Direct Operating Costs, unless reimbursed to the Manager as a marketing and promotional expense out of the Reserve Fund. No free meals will be furnished for public relations reasons, however, except in the manner and in keeping with the customs and practices of first-class, properly run restaurants. Whenever free meals are furnished for public relations reasons, the Manager agrees to and will supply a full accounting thereof to the Authority at the time each monthly statement of Gross Receipts is made;
- s. the amount of tips paid or given by Clients or guests of McCormick Place to employees of the Manager, or service charges collected by the Manager;
- t. the amount of any cash or quantity discounts received from sellers, suppliers or manufacturers;

- u. insurance proceeds received from the settlement of claims for loss of or damages to merchandise, fixtures and other personal property of the Manager other than the proceeds of business interruption insurance;
- v. sales by Retail Food Licensees and the Retail Food Licensee Revenue;
- w. sales at costs by Manager for Authority Sponsored Events; and

**1.3.22** “**Incentive Fee**” shall mean the incentive fee payable to Manager as provided in Section 7.1.3 hereof.

**1.3.23** “**Laws**” shall mean any applicable City, State and Federal statutes, ordinances, codes, rules or regulations relating to the Authority, the McCormick Place, the Services, and/or any work or duties of the Manager relating to the Services or this Agreement.

**1.3.24** “**Management Fee**” shall mean the management fee payable to Manager as provided in Section 7.1.1 hereof.

**1.3.25** “**Manager**” shall mean SMG FOOD AND BEVERAGE, LLC d/b/a SAVOR.

**1.3.26** “**Manager’s Assistant General Manager**” shall mean the Manager’s individual responsible for day-to-day staff supervision at McCormick Place.

**1.3.27** “**Manager’s General Manager**” shall mean the Manager’s chief on-site operating administrator.

**1.3.28** “**McCormick Place**” shall mean the buildings that comprise McCormick Place Convention Center and that are designated in Exhibit A as the Corporate Center, the Lakeside Center, the South Building, the North Building, the West Building and the Wintrust Arena.

**1.3.29** “**Net Operating Revenue**” shall mean the difference after subtracting Direct Operating Costs from Gross Receipts.

**1.3.30** “**Performance Bond**” shall mean the performance bond described in Article VI hereof and maintained by Manager and delivered to the Authority.

**1.3.31** “**Reserve Fund**” shall mean the fund to be used by the Manager for the following: (a) the repair and replacement of Smallwares, and Equipment; (b) marketing and sales promotions; (c) funding for other foodservices related activities; (d) structural modifications that the Authority may deem necessary; and (e) such other purposes as provided in this Agreement.

**1.3.32** “**Retail Food Licensee**” shall mean an entity other than the Manager or the Authority which provides branded products and food operations in the nature of a franchise or similar facility at Authority Property pursuant to a license

agreement with the Authority, which agreement the Manager will administer as agent for the Authority.

- 1.3.33** “**Retail Food Licensee Fee**” shall mean the portion of the Retail Food Licensee Revenue paid to the Manager by the Authority on a monthly basis as set forth in Section 7.1.2.
- 1.3.34** “**Retail Food Licensee Revenue**” shall mean the amount paid by a Retail Food Licensee pursuant to any license or other agreement for facilities at McCormick Place entered into between the Authority and the Retail Food Licensees.
- 1.3.35** “**Sale**” shall mean and be deemed to have been consummated, and the entire amount of the sales price shall be included in Gross Receipts, at such time that: (a) the transaction is initially reflected in the books and records of the Manager; (b) Manager receives all or any portion of the sales price; or (c) the applicable goods or services are delivered to the Client, whichever first occurs, and irrespective of whether payment is made in installments, the sale is for cash or credit or otherwise, or all or any portion of the sales price has actually been paid at the time of inclusion in Gross Receipts or at any other time.
- 1.3.36** “**Services**” shall mean, without limitation, the Banquet Operations and the Concession Operations and all other services (including Retail Food Licensee services) for which the Authority engages the Manager as set forth herein and in the Agreement, including all tasks reasonably necessary to complete them.
- 1.3.37** “**Smallwares**” shall mean, without limitation, china ware/glassware, flatware, tableware, hollow ware, all cash registers, office equipment and computers and all equipment furnishing and decorations necessary to carry out the Events at McCormick Place and to provide the Services contemplated in this Agreement.
- 1.3.38** “**Term**” shall mean the period of time that commences at 12:01 AM on July 1, 2021 and expires at 11:59 PM on June 30, 2022, except as shortened pursuant to the terms of the Agreement.
- 1.3.39** “**Working Capital**” has the meaning ascribed in Section 7.5 of this Agreement.

#### **1.4 Interpretation.**

- 1.4.1** Any headings of this Agreement are for convenience of reference only and do not define, limit, control or affect the meaning of the provisions hereof. In this Agreement, unless the context otherwise requires, the terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and any similar terms used in this Agreement refer to this Agreement. All section references, unless otherwise expressly indicated, are to sections of this Agreement. Words of any gender shall be deemed and construed to include correlative words of the other gender. 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 hereof and thereof. 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 Agreement.

**1.4.2** Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted,” and similar words used in this Agreement mean that requirements, directions of and permission of the Director are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to,” or “satisfactory to” the Director. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of Work specified shall mean that Work must be conducted in a manner, or be of character which is “necessary” or “proper” in the option of the Director.

**1.4.3** 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 this Agreement mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Director.

**1.4.4** Where the words, “include” or “including” are used in this Agreement, they shall mean “include” or “including” without limitation.

## **1.5 Conflicting Provisions.**

**1.5.1** This Agreement, the Exhibits and any other attachments attached hereto are intended to be construed as a whole.

**1.5.2** In the event of any irreconcilable conflict between the body of this Agreement and any Exhibit hereto, the terms and provisions of the body of this Agreement shall control. In the event of any irreconcilable conflict between the Exhibits and any attachments to those Exhibits, the terms and provisions of the body of the Exhibits shall control.

**1.5.3** In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any subcontract entered into by Manager in relation to providing Services under this Agreement, the terms and provisions of this Agreement shall govern and control.

## **ARTICLE II - ENGAGEMENT OF MANAGER; SCOPE OF SERVICES; RIGHTS AND RESPONSIBILITIES**

### **2.1 Engagement.**

**2.1.1** Authority hereby engages Manager to, with the exceptions stated in Section 2.1.4 below, exclusively promote, operate, manage and provide the Services at the Food Service Areas and other such locations at McCormick Place including, but

not limited to, certain designated receiving docks, the main kitchens, the warming kitchens, the permanent and portable concession stands, and other premises as the Director may designate from time to time, subject to any restrictions set forth in Exhibit B.

- 2.1.2** Pursuant to the terms and conditions set forth in this Agreement, Manager shall provide all labor and supervision, and as agent for Authority shall provide all material and equipment, necessary to furnish the Services to Clients, visitors and guests of McCormick Place. The Services include, but are not necessarily limited to, operating, managing, and maintaining Banquet Operations and Concession Operations at McCormick Place, all as more explicitly set forth in the “Scope of Services” attached hereto as Exhibit B. For purposes of this Article, the Authority reserves the right to amend this Agreement with the Manager for the purpose of providing services (similar to the Services contemplated hereunder) in any new McCormick Place facilities not previously identified in this Agreement.
- 2.1.3** The Authority hereby reserves the right to, from time to time, accommodate a particular Event by permitting such Event to provide its own food and/or beverage service or to provide free samples of food and beverages when the offering of such samples is material to the nature of the Event. In addition, the Authority also reserves the right to contract with trade show, exposition, meeting or theatrical performance managers for particular functions that stipulate reasonable restrictions on the distribution of food, beverages and concession items when it is necessary to protect goods on display or because of the nature of the Event. The Authority’s use of an outside catering service under this provision shall be limited to not more than six (6) times per year and shall not include the sale of alcoholic beverages or the use of Equipment.
- 2.1.4** Manager shall work with the operator of the Hyatt Regency McCormick Place (the “Operator”) in good faith to ensure that the food and/or beverage service in connection with the use of rooms S100 through S106 in the South Building by the Operator for meetings, seminars, training classes or other appropriate uses is consistent with such Operator’s brand standards. Notwithstanding anything to the contrary herein, the Authority may allow Operator to perform its own food and/or beverage services (including the sale of alcoholic beverages and the use of space in the South S100 Banquet Kitchen as depicted on Exhibit H in accordance with terms agreed upon by Manager and the Operator) in connection with such Operator’s use of rooms S100 through S106 in the South Building if the Authority reasonably determines that (a) Operator’s performance of its own food and/or beverage services in such instance will not adversely affect the Authority’s labor relations, (b) Operator has obtained all necessary licenses and approvals, and (c) Manager is unable to perform the food and/or beverage services in accordance with Operator’s brand standards.
- 2.1.5** This Management Agreement to provide Services at McCormick Place pertains solely to the Food Service Areas at McCormick Place as more fully described in this Article II. Authority reserves the right, in its sole discretion and authority, to



extend the grant of such limited exclusive right to any other existing or future facilities at McCormick Place.

- 2.1.6** Manager hereby accepts and agrees to act as such managing agent and agrees that it shall exercise the utmost good faith, loyalty and honesty towards the Authority and to exercise the care, skill, judgment and diligence of an experienced first-class convention center manager and operator in the performance of the duties hereunder and shall manage and provide the Services at all times in the public interest and in accordance with the highest professional and ethical standards for the entire Term in accordance with the terms of this Agreement. It is the intent of the Parties that Manager shall have authority over the management, operation and provision of the Services subject to policies, guidelines or directives established by or which may hereinafter be established or modified by the Authority.
- 2.1.7** The relationship between the Authority and Manager shall be that of principal and agent. Notwithstanding the foregoing, the employees of Manager shall not be employees of the Authority and shall not be entitled to the benefit of, nor bound by, the restrictions upon employment with the Authority. Nothing in this Agreement shall be deemed or construed to render the Authority and Manager partners, joint venturers, landlord/tenant or any other relationship. The scope of Manager's authority and duty as the Authority's agent with respect to the Services are as set forth in this Agreement, and the Authority and Manager both acknowledge and agree that the terms of this Agreement and the duties and responsibilities of each Party as set forth herein are intended to satisfy any fiduciary or other common law duties that may exist as a result of the relationship between the Parties, including all duties of loyalty, good faith, fair dealing or full disclosure that may be deemed to exist under common law principles of agency or otherwise. Accordingly, to the extent there is any inconsistency between the common law duties and responsibilities of principals and agents and the provisions of this Agreement, the provisions of this Agreement shall prevail, it being the intention of the Parties that (i) this Agreement shall be interpreted in accordance with general principles of contract interpretation without regard to the common law principles of agency (except as expressly provided for in this Agreement), (ii) any liability between the Parties shall be based solely on principles of contract law and the express provisions of this Agreement and (iii) this Agreement constitutes a knowing and intentional waiver by the Authority of any duties or responsibilities (including common law fiduciary duties) owed by an agent to its principal, and a waiver by Manager of any obligations of a principal to its agent, to the extent the same are inconsistent with, or would have the effect of modifying, limiting or restricting, the express provisions of this Agreement.

## **ARTICLE III - USE OF THE FOOD SERVICE AREAS; CERTAIN RESTRICTIONS ON USE**

### **3.1 Use of the Food Service Areas**

**3.1.1** The Authority hereby grants to Manager the right to use the Food Service Areas (as more fully described in the attached Exhibit A), including the right of access to and from the Food Service Areas by Manager, its officers, employees, agents, subcontractors, servants, Clients, vendors, suppliers, patrons and invitees, who all shall be subject to such rules and regulations as may be established by Authority or any other governmental agency or authority having jurisdiction, including City of Chicago health regulations promulgated by the Chicago Board of Health.

**3.1.2** In performing its duties, including performance of the Services, Manager shall insure that it will perform such duties and Services in a manner that will not, as determined by the Director, be considered the following:

- a. interfering with the reasonable use of McCormick Place by others;
- b. hindering security officers, police, fire fighting or other emergency personnel in the discharge of their duties;
- c. constituting or giving rise to a hazardous condition, other than such conditions that customarily occur in connection with the Services provided by Manager;
- d. increasing or likely to increase the premiums for insurance policies maintained by the Authority, unless such operations are not otherwise prohibited hereunder and Manager pays the increase in insurance premium occasioned by such operations;
- e. involving or participating in any illegal purpose; or
- f. any other act or omission that is not in accordance with the Manager's requirements to provide the Services in the Food Service Areas.

### **3.2 Grant of Right to Use Certain Office Space, Equipment and other Facilities at McCormick Place.**

The Authority hereby grants to Manager the right to use certain office space, office furniture and office equipment located at McCormick Place, including computer hardware, booking/scheduling software, and standard office software, all at the Authority's cost and expense. Manager agrees to use the booking/scheduling software and the "Quest" Point of Sales (POS) system currently used by the Authority, or any updates as made available, as provided to Manager hereunder. Notwithstanding the foregoing, in the event that Manager wishes to use other software to provide its Services, it shall do so at its own cost and expense and only upon the Authority's prior written approval; however, if such software is for a new application or replaces outdated software and is approved in advance by the Authority as a Direct Operating Cost, then (i) the cost of such software

will be a Direct Operating Cost and (ii) in any event, such software shall be the property of the Authority. The Authority shall have the right to install and/or configure all software loaded on the hardware attached to the Authority's computers.

### **3.3 Right to Use Certain McCormick Place Parking Spaces.**

The Authority hereby grants to Manager the right for certain employees of the Manager to use parking spaces at McCormick Place, subject to availability and at a discount of the published rate in effect at the time of such usage. Notwithstanding the foregoing, the Authority reserves the right to modify this rate and discount, including charging full value for the parking spaces, and reserves the right to limit the number of spaces available to Manager at a later date.

## **ARTICLE IV - TERM, REVIEWS AND OPERATING HOURS**

### **4.1 Term.**

The management term shall commence on July 1, 2021 (the "Commencement Date") and expire at 11:59 P.M. on June 30, 2022 (the "Term").

### **4.2 Commencement of Services.**

Manager shall commence performing the Services at 12:01 a.m. on the Commencement Date.

### **4.3 Review of Performance.**

**4.3.1** Authority Review of Services. The Authority hereby reserves the right to review Manager's performance of the Services in order that the Authority may be assured that the provisions of this Agreement are being observed. Such review may include, but shall not be limited to, matters such as food quality, customer satisfaction, Event and production innovation, management performance, management turnover, sanitation, food handling, security and financial performance. Such review may be conducted by employees, agents or contractors of the Authority

**4.3.2** Third Party Sanitation Reviews. Manager shall engage UL Everclean (or a comparable sanitation inspector approved by the Authority) to conduct quarterly unannounced sanitation reviews (each a "Sanitation Review") in all areas of McCormick Place managed by Manager (the cost of each quarterly Sanitation Review shall be a Direct Operating Cost) using the criteria set forth on Exhibit C. Manager shall cause the delivery of the results of each such Sanitation Review in the form of Exhibit C to the Director promptly after said results are available. UL Everclean will separately rate each of the Food Service Facilities on a 100 - point scale, with 85 points being considered a passing grade (a "Passing Grade"). If during the Term, the parties replace UL Everclean with a different sanitation inspector, the parties shall meet in good faith to determine the new inspection criteria, scoring scale and Passing Grade. Notwithstanding the foregoing, the Authority reserves the right to engage any other third party or perform inspections itself to ensure compliance with the requirements set forth in the entire

Agreement. Manager shall keep all Food Service Areas free of unclean or unsanitary conditions and shall cooperate with any sanitation inspection done in accordance with this Section 4.3.2.

- 4.3.3** Food Service Meetings and Reports. The Parties intend to establish periodic meetings to address Incentive Fee goals and status, as well as planning, budgeting, performance and other matters related to the Services. Manager will submit periodic reports in a format and including such information as agreed upon with the Director and other Authority staff.

**4.4 Review of Economic Performance.**

If during the Term, the annualized Gross Receipts for a period of not less than three (3) consecutive months materially decline below the Authority's average annual Gross Receipts during the four (4)-year period preceding the Commencement Date of this Agreement, the Authority and Manager shall confer and determine in good faith what, if any, adjustments to the Services or this Agreement may be appropriate in view of such decline in Gross Receipts. Thereafter, the parties agree to amend the Agreement to reflect any such adjustments.

**4.5 Hours of Operation.**

Manager shall provide the Services at such times and for such periods in the Food Service Areas as required by the Director and as has been established by past practices for the operation of the Food Service Areas; provided, however, such times and periods may change, upon providing reasonable notice, in the Director's sole discretion.

**ARTICLE V - CERTAIN LICENSES**

**5.1 Licenses for the Performance of Food and Beverage Services.**

- 5.1.1** Manager shall obtain all alcoholic beverage and food purveyor or dispenser licenses necessary for Manager to perform the Services required hereunder, including all licenses for hosted served, catering, concessions, mobile carts and restaurant locations, if required, and Manager shall provide proof of such licenses to the Director and shall keep such licenses in good standing throughout the Term. The actual fees charged by the licensing agencies for such licenses shall be included in Manager's Direct Operating Costs.
- 5.1.2** All personnel involved in dispensing or serving liquor must be fully trained and certified through an educational alcohol selling and servicing program such as the "TIPS Program" or another similar alcohol dispensing program.
- 5.1.3** The Authority shall have sole discretion in determining the times and manner in which alcoholic beverages may be sold or dispensed at the Food Service Areas.
- 5.1.4** In the event that any license required is revoked or suspended, and such loss or suspension renders Manager unable to perform any portion of the Services, the Authority shall have the right to terminate this Agreement or to suspend

Manager's rights to perform those Services to which such suspended and/or revoked licenses pertain. If the Authority elects to suspend such rights, Manager shall continue to provide the Services in all other respects, and the Authority shall, through itself or others, continue to operate any portion of the Food Service Areas affected by the suspension or revocation of a license until Manager has succeeded in reversing any such suspension or revocation.

## **ARTICLE VI - PERFORMANCE BOND REQUIREMENTS**

### **6.1 Performance Bond.**

- 6.1.1** Prior to the commencement of the Term and throughout the Term hereof, Manager shall provide to the Authority a performance bond in the amount of Two Million Dollars (\$2,000,000) to protect the Authority against loss due to the inability or refusal of Manager to perform under this Agreement. The cost of the performance bond shall not be a Direct Operating Cost. The bond should be issued by a corporate surety or sureties acceptable to the Authority, and licensed and authorized to do business in the State of Illinois. The Surety Company for the performance bond must be listed as a certified Surety in the most recently published "Listing of Approved Sureties" in the U.S. Dept of Treasury Circular 570. [[www.fms.treas.gov/c570](http://www.fms.treas.gov/c570)].
- 6.1.2** The performance bond effective on the date of this Agreement will remain in full force and effect until this Agreement is completed in its entirety. Said bond shall provide that it will not be canceled or materially altered or changed without first giving 30 days' notice to the Authority, sent by certified mail, return receipt requested.
- 6.1.3** If the bond is canceled during the Term of this Agreement, Manager must provide a new performance bond prior to the existing bond cancellation date. If Manager is unable to provide a replacement bond, Manager must provide an alternate source of financial assurance satisfactory to the Authority. Alternate financial assistance could be in the form of a certified check or letter of credit.

## **ARTICLE VII - FINANCIAL ARRANGEMENTS**

### **7.1 Fees.**

The Authority shall pay Manager during the Term a monthly Management Fee, a monthly Retail Food Licensee Fee and, if certain performance goals are achieved, an Incentive Fee as provided herein.

#### **7.1.1 The Management Fee**

- a. The Management Fee shall be as follows:
- 1.2% of the Gross Receipts.

- b. The Management Fee shall be payable in monthly installments as provided herein for the immediately preceding month beginning with the first day of the first month following the Commencement Date; *provided, however*, that for any partial month such amount shall be prorated to reflect the actual number of days for such month.

#### 7.1.2 Retail Food Licensee Fee

- a. The Retail Food Licensee Fee shall be as follows:
  - 2.0% of the Retail Food License Revenue.
- b. The Retail Food Licensee Fee shall be payable in monthly installments as provided herein for the immediately preceding month beginning with the first day of the first month following the Commencement Date; *provided, however*, that for any partial month such amount shall be prorated to reflect the actual number of days for such month.

#### 7.1.3 Incentive Fee

- a. The Manager shall be eligible to receive an Incentive Fee up to 1.5% of Gross Receipts if Manager's performance exceeds agreed upon targets in the following areas. Goals for incentive will be developed cooperatively between the Manager and the Director prior to the beginning of the Term. If the goals have been met, the Incentive Fee shall be paid within 30 days following documentation and approval of goal achievement at the end of the Term or within 30 days following the Authority's review and acceptance of the audit report required under Section 8.2. for the Fiscal Year ending on June 30, 2022, whichever is later. The Director will have final authority to determine the actual measurement and targets for the Term. The goals will be based upon end of Term verification of performance exceeding agreed upon targets in the following areas:
  - (i) **Targeted Financial Performance:** Manager will be eligible for up to fifty percent (50%) of the Incentive Fee for meeting defined financial performance criteria, to include managing operating cost, pricing, and overhead to achieve a reserve contribution equal to 10% of Gross Receipts (the "Required Reserve Contribution"), as set forth in Section 7.2.1 hereof.
  - (ii) **Sustainability:** Manager will be eligible for up to fifteen percent (15%) of the Incentive Fee for meeting sustainability goals to include diversion rate, water use minimization, waste minimization, maintenance and use of West Facility Roof-top planting area, and/or other goals as defined for the Term, as set forth in Section 7.2.2 hereof.
  - (iii) **Customer Satisfaction:** Manager will be eligible for up to twenty-five percent (25%) of the Incentive Fee for meeting customer satisfaction goals to include maintaining a minimum agreed upon overall service rating

and/or for meeting targeted areas for performance excellence, as set forth in Section 7.2.3 hereof.

(iv) **Owner Satisfaction:** Manager will be eligible for ten percent (10%) of the Incentive Fee for meeting owner satisfaction goals, as set forth in Section 7.2.4 hereof.

## 7.2 Qualifications to Receive Incentive Fee Payments

**7.2.1** Base Financial Incentive Goal: The financial incentive goal will be established as achieving the Required Reserve Contribution by depositing 10% of the Gross Receipts received during the Term into the Reserve Fund in accordance with Section 7.8 hereof.

**7.2.2** Sustainability Incentive Requirements: Manager will be required to submit a plan for sustainability which will be used as a basis for developing sustainability goals for the Term prior to the Commencement Date. The Authority and Manager will meet to combine the verifiable plans into a checklist of items to be achieved during the Term. The Sustainability Incentive will be paid in accordance with the following parameters:

(i) In order to be eligible for any incentive payment based on completion of sustainability checklist items, Manager must complete a minimum of 75% of the items on the agreed upon checklist. This value will be the minimum threshold. If Manager achieves this threshold and meets the other required parameters, Manager will receive a minimum of 50% of the available Sustainability Incentive payment.

(ii) For each 1% increase above 75% in which Manager completes items on the agreed upon checklist and meets the other required parameters, Manager will receive an additional Sustainability Incentive payment equal to 2% of the total available Sustainability Incentive amount.

**7.2.3** Customer Satisfaction Incentive Requirements: The Customer Satisfaction Incentive will be paid in accordance with the following parameters.

(i) The Customer Satisfaction Incentive will be based on an agreed upon set of Show Management evaluation scores. Manager shall provide the show manager of each major event with a reasonable opportunity to submit an evaluation. Evaluation scores will be tallied for an agreed upon set of questions for all show management surveys received by the Authority during the Term for events which have license commencement dates beginning on or after the first day of the Term.

(ii) All food and beverage related evaluation scores for the agreed upon set of questions will be aggregated and averaged.

(iii) In order to be eligible for any incentive payment based on service

evaluations scores, Manager must achieve a rating equivalent to 75% of the available points (i.e. an average of 7.5 on a scale of 0 to 10, or a score of 7.75 on a scale of 1 to 10). This value will be the minimum threshold. If the Manager fails to achieve this threshold, they will not be eligible for a Service Rating incentive payment. If the Manager achieves or exceeds this threshold, they will receive a minimum of 50% of the available Service Rating incentive payment.

(iv) For each 1% increase above 75% in Manager's achievement of service evaluation scores, Manager will receive an additional Service Rating incentive payment equal to 2% of the total available Service Rating incentive amount; however, once Manager achieves a rating equivalent to 95% of the available points (i.e. an average of 9.5 on a scale of 0 to 10 or a score of 9.55 on a scale of 1 to 10), then Manager will receive 100% of the total available Service Rating incentive amount.

**7.2.4** Owner Satisfaction Incentive Requirements: The full amount of the Owner Satisfaction Incentive will be paid, except if (i) McCormick Place or any portion thereof fails a health inspection conducted by the City of Chicago, such failure is the responsibility of Manager, and such failure results in the suspension of use of any Food Service Facility; or (ii) Manager fails to meet any other operational goals agreed to by the parties at the beginning of the Term, the Authority may withhold the entire Owner Satisfaction Incentive in its sole discretion.

### **7.3 Miscellaneous Revenue and Fees**

**7.3.1** Advertising Revenue: The Authority reserves all rights of advertising in McCormick Place. All revenue generated through advertising, such as cup logos, banner table tents, or any other means in McCormick Place is the property of Authority and must be turned over to the Authority in its entirety without any deductions. This income shall not be counted as a Gross Receipt.

**7.3.2** Food and Beverage Related Utility Expenses: A fee of \$360,000 will be assessed, as a Direct Operating Cost, for electrical utilities utilized by food and beverage operations in McCormick Place. The charge will be payable in 12 equal monthly payments. Additionally, upon the request of either party, the above fee may be reviewed during the Term to take account of unforeseen changes in utility rates and may be adjusted with the consent of both parties for the balance of the Term.

**7.3.3** Utility Installation Expenses: Manager will, as a Direct Operating Cost, reimburse the Authority or the Authority's representative a sum which approximates the actual cost of labor and 50% of the highest published rate for electrical services for all temporary electrical services provided by the Authority for food and beverage operations. In each month of the Term, Manager will pay, as a Direct Operating Cost, the Authority or the Authority's representative a fee equivalent to 1.0% of Gross Receipts as compensation for the installation of event related electrical services. Upon the request of either party, the above amounts



may be reviewed during the Term to take account of unforeseen changes in such rates and may be adjusted with the consent of both parties for the balance of the Term.

- 7.3.4** Room Conversion Fee: Manager will, as a Direct Operating Cost, reimburse the Authority or the Authority's representative a sum which approximates the published meeting room set change rate for any meeting room or ballroom which is set for a function with the sole purpose of hosting a food and beverage function such as a seated banquet or reception. The fee will not be charged for functions where the room is primarily used for other purposes and includes food and beverage service such as in a show office or when accompanying a meeting. In each month of the Term, Manager will pay, as a Direct Operating Cost, the Authority or the Authority's representative a fee equivalent to 0.5% of Gross Receipts as compensation for room set changes related to food and beverage events as described above.
- 7.3.5** Manager will pay, as a Direct Operating Cost, the Authority or the Authority's representative its share of the Retail Food Licensee Revenue as agreed to as part of the annual budget.

#### **7.4 Food Service Operating and Revenue Accounts**

- 7.4.1** There shall be established and maintained, in one or more depositories designated in writing by the Authority, one or more bank accounts in the name of the Authority to be used in connection with Manager's performance of the Services (collectively the "Operating Account"). As required by Section 7.4, Manager shall deposit daily into an incoming revenue zero-balance depository account established by the Authority as a subaccount of the Authority's general funds account (the "Revenue Account") (i) all Gross Receipts received by Manager from the performance of the Services and (ii) all Retail Food Licensee Revenue. All Direct Operating Costs shall be paid from the Operating Account.
- 7.4.2** All Gross Receipts and Retail Food Licensee Revenue collected by Manager arising from the performance of the Services are the sole property of the Authority, and if at any time held by Manager, so held in trust for the Authority, for application as provided herein. Any amounts remaining in such accounts upon termination of this Agreement for any reason shall be paid promptly by Manager to the Authority.
- 7.4.3** All disbursements (checks or wires) from the Operating Account shall require the signature of both the Manager's General Manager and Director of Finance or such other employee of Manager as approved by the Authority (or, in their absence, other designated individuals on Manager's staff as approved by the Authority). Manager shall be authorized to draw upon the Operating Account to pay for the Direct Operating Costs incurred by Manager in the performance of the Services and all other sums due and payable to the Authority and Manager under this

Agreement. Net Operating Revenue shall be paid to the Authority as provided in Section 7.8.

- 7.4.4** The Authority shall establish, at the direction of Manager, such zero-balance subaccounts of the Revenue Account and the Operating Account as may be necessary or convenient for Manager.
- 7.4.5** Unless otherwise approved by the Authority, moneys in the Operating Account shall be (i) held in interest bearing accounts and to the extent the same is not insured, shall be continuously secured by a pledge of direct obligations of the United States of America or agencies thereof, or direct obligations of the State, having an aggregate market value, exclusive of accrued interest, at all times, at least equal to the balance on deposit in such account, or (ii) invested in money market accounts that invest in direct obligation of the United States of America, or agencies thereof, or direct obligations of the State; provided that the Authority may approve other investments from time to time. Interest income is considered Gross Receipts for budget purposes and other purposes under this Agreement except that it is not considered Gross Receipts for purposes of calculation of the Incentive Fee under Section 7.1.3.

## **7.5 Operating Funding,**

The Authority and the Manager, as the Authority's agent, shall pay all Direct Operating Costs in the Annual Budget. Such funds shall be provided to Manager starting on the Commencement Date and daily thereafter, based upon the then current balance in the Operating Account. The Authority shall advance to Manager as Working Capital an amount sufficient to make the aggregate balance in the Operating Account equal to but not more than \$2,000,000; provided, however, that in no event shall said balance be less than \$1,000,000). Manager shall provide notice to the Authority five business days prior to the date on which any individual disbursement or the aggregate amount of multiple disbursements from the Operating Account are anticipated to exceed \$2,000,000 and such notice shall set forth the expected disbursements, including the amount and payees for such disbursements, as well as the date, or range of dates, on which such disbursements are expected to be paid from the Operating Account.

## **7.6 Financial Management Services**

For all Services provided, the Manager will be responsible for financial management including, but not limited to, the following:

- a. collecting Gross Receipts and Retail Food Licensee Revenue for and on behalf of the Authority and depositing the same in the Revenue Account;
- b. purchasing all inventory, products and services;
- c. promptly paying all costs and expenses for the performance of the Services;
- d. preparing and completing all reports required herein;

- e. implementing a cash handling system as set forth herein; and
- f. completing all financial reports contemplated by the Agreement or as otherwise reasonably requested by the Authority.

## **7.7 Reserve Fund.**

- 7.7.1** Pursuant to the terms and conditions of this Agreement, the Authority owns and will provide to Manager a fully-equipped facility for the performance of the Services. The Authority has established a “Reserve Fund” in the Operating Account. The Reserve Fund shall be used to provide for costs relating to Smallwares and Equipment repair, replacements and additions, repair and maintenance of equipment and facilities, marketing, promotion, and customer amenities and Capital projects and major repair/replacement projects.
- 7.7.2** The Manager may, subject to the prior written approval of the Director, authorize disbursements from the Reserve Fund for Smallwares and Equipment repair, replacements and additions consistent with the percentages set forth above. The cost of the contract maintenance for foodservice equipment (refrigeration – gas and electric) may be charged to the Reserve Fund. Provided, the Reserve Fund shall not be used for the aforementioned items if such costs are incurred as a result of the negligence or willful misconduct of the Manager, or any of its subcontractors, or any others under the control of the Manager, relating to the performance of any part of the Services.
- 7.7.3** The cost of the contract maintenance for foodservice equipment (refrigeration – gas and electric) may be charged to the Reserve Fund. However, the cost of the contract cleaning and maintenance for terrazzo floors or other foodservice surfaces including, without limitation, exhaust systems and beer line cleaning is considered a Direct Operating Cost and cannot be charged to the Reserve Fund. The cost of knife sharpening for the kitchens is a Direct Operating Cost.
- 7.7.4** The Authority may adjust funding levels in, or authorize additional payments from, the Reserve Fund to cover extraordinary expenses for the foodservice equipment or facilities.
- 7.7.5** The Authority reserves the right to direct disbursement from the Reserve Fund to pay any deferred payment, except for any deferred Management Fee.
- 7.7.6** The Authority shall have the right to withdraw any funds in the Reserve Fund in excess of that determined by the Authority to be reasonably needed to meet Reserve Fund needs.
- 7.7.7** All disbursements from the Reserve Fund require the prior written approval of the Authority’s Director. The Authority’s Director may, but is not obligated to, approve disbursements from the Reserve Fund for the costs of maintenance of foodservice equipment, e.g., refrigerators, gas or electric stoves, ovens and grills. The Authority’s Director shall not approve disbursements from the Reserve Fund

for the cost of cleaning terrazzo flooring or foodservice surfaces (including exhaust systems and beer lines), or for knife sharpening, such costs being regarded as Direct Operating Costs.

## **7.8 Manager Payments**

No later than the tenth (10<sup>th</sup>) day of each month, Manager shall account for revenue and expense for the prior month, including amounts for the Reserve Fund, Management Fee, Retail Food Licensee Fee and any remaining amounts due the Authority pursuant to the monthly reporting requirements set forth in Section 8.2. Manager shall make payments in the following order: i) with the exception of the fees set forth in Section 1.3.14(i), Direct Operating Costs shall be paid in the normal course of business; ii) Manager shall pay itself the Management Fee and Retail Food Licensee Fee and iii) Manager shall deposit 10% of the prior month's Gross Receipts into the Reserve Fund .

## **ARTICLE VIII - RECORDKEEPING AND ACCOUNTING**

### **8.1 Books and Records.**

Manager shall prepare and maintain at an office in the Chicago Metropolitan Area full, complete and proper books, records and accounts in accordance with applicable Law and generally accepted accounting principles ("GAAP") relating to and setting forth the Gross Receipts and the Direct Operating Costs, both for cash and on credit, made in connection with the performance of the Services. The books and source documents to be kept by Manager shall include, without limitation, records of inventories and receipts or merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Food Service Areas by Manager and its subcontractors. Pertinent original sales records shall include, without limitation, the following: (a) cash register tapes, including tapes from temporary registers; (b) serially pre-numbered sales slips; (c) the original records of all mail and telephone orders at and to the Food Service Areas; (d) original records indicating that the merchandise returned by Clients was purchased at the Food Service Areas by such Clients; (e) memorandum receipts or other records of merchandise taken out on approval; (f) detailed original records of any exclusions or deductions from Gross Receipts; (g) sales tax records; and (h) such other sales records, if any, that would normally be examined by an independent accountant pursuant to generally accepted auditing standards ("GAAS") in performing an audit of Manager's and Subcontractors' sales. In addition to setting forth the Gross Receipts and Direct Operating Costs as described above, Manager's books, records and accounts shall also set forth the gross Subcontractor Revenue, as defined herein, as set forth in the Reporting Requirements established in Section 8.2 below. Manager shall record at the time of each sale or other transaction, in the presence of the Clients or users of McCormick Place, all receipts from such sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers having a cumulative total that shall be sealed in a manner approved by the Director and that shall possess such other features as shall be required by the Director. Any and all such books, records and accounts, including any sales tax reports that Manager may be required to make to any government or governmental agency, shall at all reasonable times be open to the inspection (including the

making of copies or extracts) of the Director, the Director's auditor or other authorized representative or agent at the Food Service Areas for a period of at least three (3) years after the expiration of the Term.

## 8.2 Reporting Requirements.

8.2.1 Manager shall maintain and submit to the Director upon request, at a minimum, the following reports pertaining to the Services performed at McCormick Place:

- a. **Sales Detail Report.** To be submitted daily. Gross Receipts from Banquet and Concession Operations are to be broken down by day, type and Event (e.g. banquet sales, coat check sales, show concessions, restaurant sales, etc.);
- b. **Sales Detail for Retail Food Licensees.** To be submitted daily. Sales are to be broken down by each Retail Food Licensee including daily sales and the Retail Food Licensee Revenue paid by each Retail Food Licensee, and as shown by validated bank deposits;
- c. **Monthly and Year-to-Date Financial Statements.** To be submitted within ten (10) Days after the end of each month of the Term and which, at a minimum, will include: (i) a statement of its Gross Receipts, including Discounted Events, broken down into the various operational categories as required by the Authority for the immediately preceding month and on a year-to-date basis; (ii) a list of all Events and the corresponding Gross Receipts for each Event for the immediately preceding month and on a year-to-date basis; (iii) a complete statement of the Gross Receipts made from the performance of the Services during the preceding month and on a year-to-date basis; and (iv) the Direct Operating Costs paid during the preceding month and on a year-to-date basis. Such statement shall be acceptable in form and substance to the Director and shall be certified by Manager;
- d. **Event Profit and Loss Analysis.** To be submitted at the request of the Director from time to time for specific Events. This report shall provide the profit and loss analysis in advance of an Event and an actual profit and loss statement after the Event comparing the actual results to the projected results;
- e. **Annual Budget.** An annual budget for the upcoming Fiscal Year for approval by Authority, to be submitted on or before February 1<sup>st</sup> of each year during the Term. Manager shall, on a monthly basis update the budget to reflect the prior month's actual results as well as any other changes expected for the remaining months of the Term;
- f. **Audit Report.** To be submitted as soon as possible after September 1<sup>st</sup> and in no event later than September 15<sup>th</sup> of each year for the immediately preceding Fiscal Year. The cost of such audit report will be a Direct Operating Cost. The audit report for the Fiscal Year ending on June 30,

2022 shall be submitted to the Authority and reviewed and accepted by the Authority before any Incentive Fee shall be remitted to Manager pursuant to Section 7.1.3 hereof;

- g. **MBE/WBE Report.** To be submitted quarterly. This report is a certified quarterly report detailing the status of compliance with the MBE/WBE plan as finalized and attached to this Agreement. This report is to be submitted quarterly by the 10<sup>th</sup> day of January, April, July and October. Manager will designate one or more persons to ensure contractor compliance and submit monthly reports detailing payments to MBE and WBE firms.
- h. **Retail Food Licensee Report.** To be submitted annually. This report is a final reconciliation of Retail Food Licensee Revenues to be submitted within thirty (30) Days following the end of each Fiscal Year; and
- i. **Year End Unaudited Financial Statement.** To be submitted annually. This statement is a final unaudited statement of Gross Receipts and Direct Operating Costs, prepared by Manager and to be submitted within thirty (30) Days following the end of each Fiscal Year.

**8.2.2** Manager shall cause an annual inventory of Equipment to be performed by an independent auditor, which such auditor shall be subject to the approval of the Authority. The cost of such Equipment audit shall be a Direct Operating Cost.

**8.2.3** Manager shall conduct an annual inventory of Smallwares. The Authority or the Authority's representative may, in Authority's sole discretion, audit or participate in such inventory. The Authority may direct Manager to undertake, or the Authority may itself undertake, such reasonable measures as the Authority deems appropriate to resolve any discrepancies between the results of any inventory conducted by Manager and any audit or inventory conducted by the Authority.

**8.2.4** The Authority may, at any time during the Term and upon reasonable notice to Manager, conduct at the Authority's own expense an inventory of products and Equipment maintained by Manager at the Food Service Areas for the performance of the Services hereunder.

**8.2.5** As soon as possible after September 1<sup>st</sup> and in no event later than September 15<sup>th</sup> of each year during the Term, Manager shall provide the Authority a complete statement of revenue and expenses showing in all reasonable detail the amount of Gross Receipts and Direct Operating Costs from the performance of the Services during the just-completed Fiscal Year. Such statement shall include copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Director may from time to time require by written notice to Manager. Such statement shall include a monthly breakdown of Gross Receipts and Direct Operating Costs. The statement shall be certified by an independent certified public accountant and

shall include an opinion from such independent certified public accountant that includes the following language, or language of similar purport:

“We, a firm of independent certified public accountants, have examined the accompanying statement reported to the Metropolitan Pier and Exposition Authority by (\_\_\_\_\_) for the year ended \_\_\_\_\_ relating to its operations at McCormick Place pursuant to a contract dated \_\_\_\_\_. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) fairly and accurately presents the amount of Gross Receipts; costs of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) fairly and accurately presents the amount of Direct Operating Costs; and profits of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) fairly and accurately presents the amount of Net Operating Revenue; each as defined in the Agreement, for the year ended \_\_\_\_\_.”

The independent certified public accountant shall also test for Manager’s internal controls including, but not limited to, revenue controls and contract compliance. Not less than sixty (60) Days prior to the end of any Fiscal Year, Manager, or Manager’s auditor on behalf of Manager, shall submit for review and approval to the Authority the procedures such auditor proposes to utilize in the performance of the test of internal controls and contract compliance. The auditor shall follow those procedures approved, in writing, by the Authority. The auditor shall report the results of the test to the Authority as soon as possible after September 1<sup>st</sup> and in no event later than September 15<sup>th</sup> of each year. The costs of the auditor/independent certified public accountant shall be a Direct Operating Cost.

**8.2.6** In the event Manager fails to furnish to the Authority in a timely manner any of the reports or statements required by this Agreement, and such failure continues for a period of ten (10) Days following the Authority’s notice to Manager, the Authority shall have the right, but shall not be obligated, to conduct an audit of Manager’s books and records as provided for in Section 8.3 and to prepare such reports or statements at Manager’s expense, all without any further notice to Manager.

**8.2.7** Any and all provisions set forth in this Section 8.2 that, by its or their nature, would reasonably be expected to be performed after the termination or expiration of this Agreement, shall survive and be enforceable after such termination or expiration.

### **8.3 Audits.**

**8.3.1** The acceptance by the Authority of any payments from the Manager shall be without prejudice to the Authority's right to conduct an examination of Manager's books and records relating to Gross Receipts, Direct Operating Costs and of inventories of merchandise and equipment on the Food Service Areas, in order to verify the amount of Gross Receipts and Direct Operating Costs arising from the operation of the Food Service Areas.

**8.3.2** The Authority may, upon providing 24 hours' prior written notice, inspect the books and records of Manager. Further, in the Authority's sole discretion, the Authority may, upon no less than ten (10) Days' prior written notice, cause a complete audit to be made of Manager's books and records. If any such audit discloses that Manager's statement of Gross Receipts for the period under examination is understated by three percent (3%) or more, Manager shall promptly pay to the Authority the cost of the audit in addition to the deficiency, plus interest, which deficiency and interest shall be payable in any event. If any such audit discloses that Manager's statement of Gross Receipts for the period under examination is understated by five percent (5%) or more, the Authority may terminate this Agreement immediately upon giving notice thereof, without any opportunity for Manager to cure. In addition to the foregoing and in addition to all other remedies available to the Authority at law, in equity or otherwise, in the event that Manager or the Authority's auditor schedules a date for an audit of Manager's books and records, and Manager fails to be available or otherwise fails to comply with the reasonable requirements for such audit, Manager shall pay all reasonable costs and expenses associated with the scheduled audit.

## **ARTICLE IX - STANDARDS OF PERFORMANCE**

### **9.1 Representation as to Performance.**

In addition to any other warranties, representations and standards that may be set forth elsewhere in this Agreement, Manager agrees that it will perform the Services in compliance with the standards of performance set forth in this Article IX except to the extent that such standards are modified or supplemented by an applicable Food Service Plan.

### **9.2 Food Service to the Public.**

Manager acknowledges and agrees that the Services are important to users of McCormick Place and essential to the economic health and development of McCormick Place. Manager shall, accordingly, conduct itself in a first-class, businesslike, efficient, courteous and accommodating manner, and Manager shall require its employees to dress and comport themselves in a manner appropriate for the Services to be provided. Manager shall render those public services generally performed by parties providing services at a public facility comparable to McCormick Place including, without limitation, giving directions, welcoming and assisting visitors to McCormick Place and assisting the public generally. Manager shall manage and administer the Services, subject to the rights of the Authority's Director specified herein to provide direction to Manager



in order to ensure that McCormick Place operates in the most effective and efficient manner possible, and to supervise Manager as provided in this Agreement. Manager shall cause its employees and the employees of its subcontractors to attend all customer service training meetings and participate in such other programs as may be required by the Director, so that Manager may better service the public. Manager and its personnel shall at all times participate and cooperate fully in all quality assurance programs as may be instituted by the Authority from time to time. Manager shall cooperate with the Authority in the planning and development of (a) additional areas for the provision of Concession Operations within McCormick Place, and (b) in the event that the Authority adds to or expands the facilities at McCormick Place, additional areas for the performance of Services within such additional or expanded facilities.

### **9.3 Food Service to the Authority.**

The Manager shall provide the Authority's staff and employees with food and beverage services at the actual cost of the food and labor at designated on-site facilities. This pricing may be presented as a discount rate from the public price.

### **9.4 Cash Handling and Security**

The Manager will be responsible for developing and implementing a plan to minimize the risk of loss from theft in all its cash handling operations, which plan shall be subject to the prior review and approval of the Authority. The Manager shall provide any security staff or the services of an armored car company necessary for transporting cash between its various locations. The Manager shall be bonded for loss of cash and shall be responsible for the payment of all cash shortages, regardless of the cause.

### **9.5 Maximization of Business.**

**9.5.1** Manager has represented to the Authority that Gross Receipts might be increased irrespective of increases in Client and guest volume at McCormick Place. Manager hereby represents and warrants that it shall undertake all commercially reasonable measures to effect such increases in Gross Receipts. In the event that the Authority, in its sole discretion and determination, finds that Manager has failed to undertake all commercially reasonable measures to effect such an increase in Gross Receipts, the Authority shall have the right to terminate this Agreement pursuant to Section 17.3 of the Agreement.

**9.5.2** Manager covenants and agrees to take all commercially reasonable measures to maintain, develop, facilitate and increase the business conducted by it and its subcontractors and, in addition, shall provide quality Services to the public in accordance with the pricing policies set forth in this Agreement or any applicable Food Service Plan. Manager further covenants and agrees that neither it nor any Affiliate will divert or cause or allow to be diverted any business from McCormick Place to other locations operated by Manager or any of its affiliates. Notwithstanding the foregoing, Manager shall be permitted to advertise and develop other restaurants in accordance with Manager's general marketing and development programs for the Chicago metropolitan area.

- 9.5.3** Manager agrees to promptly discontinue or remedy any practice of the Services or the sales of any items or the offering of any Services that are objectionable to the Authority because they do not project a positive image of McCormick Place, the Authority, the City of Chicago or the State of Illinois. Live entertainment in any portion of McCormick Place is prohibited without the advance written approval of the Director.

**9.6 Performance of the Services.**

A material condition of this Agreement is that Manager shall perform the Services in accordance with the following:

- 9.6.1** Except as otherwise provided in Exhibit B, Manager shall not install or operate any coin, card, token or otherwise activate vending machines or devices of any type or kind without first obtaining the written authorization of the Authority's Director.
- 9.6.2** The Authority's Director shall have the right to object to the appearance and condition of the Food Service Areas, including any storage areas, if they do not comply with the standards set forth in this Agreement. Manager agrees to discontinue or remedy any objectionable practice, appearance or condition within five (5) Days of its receipt of a written request by the Director, or immediately upon receipt of such a notice in the event of a condition existing on the Food Service Areas deemed hazardous or illegal by the Authority's Director, the Authority's Designee or the Authority's General Counsel.
- 9.6.3** Manager shall maintain sufficient stores and stock of materials and merchandise sufficient to maximize Gross Receipts. All product or merchandise served to Clients or users of McCormick Place shall be new, fresh and of top quality. Manager shall maintain an adequate banquet and concessions staff so as to maximize Gross Receipts and shall use the utmost skill and diligence in the performance of its Services.
- 9.6.4** Manager shall neither commit nor allow any nuisance, noise or waste in McCormick Place, including the Food Service Areas, to annoy, disturb or be offensive to others in McCormick Place. Manager shall employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from escaping from the Food Service Areas. Manager shall employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound levels in the performance of its Services. Manager shall not use any space other than the Food Service Areas for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner or unless otherwise permitted by the Authority or the Authority's Director.
- 9.6.5** Manager shall at all times hereunder accept as suitable payment for any sale of product or merchandise having an aggregate value of ten dollars (\$10.00) or more,

any of at least three (3) nationally recognized credit cards including, without limitation, American Express, Discover, Mastercard and Visa.

- 9.6.6** Manager shall not store or install any racks, stands or other trade fixtures directly on the boundaries of the Food Service Areas.
- 9.6.7** No later than December 31<sup>st</sup> of each year during the Term, Manager shall provide to the Authority for the Authority's review and approval a service plan ("Food Service Plan") consisting of the Annual Budget (which may be provided by the immediately following February 1st in accordance with Section 8.2.1(e) hereof), menus, price lists and hours of operation for each of the concessions operating within the McCormick Place Food Service Areas, which plan shall include, if applicable, the portion size, government grade of quality (if any), type and price of all foods, beverages or Services to be offered or available for sale within the concessions operating in the Food Service Areas. No menu shall intentionally misrepresent the quality, grade or weight of any item. If Manager is unable to determine the weight of any item, Manager may indicate that its weight will not be less than the amount stated by Manager. For a product that changes weight during cooking, Manager shall indicate whether the weight is that product's uncooked weight. If Manager purchases various government grades of a given item, it shall state the lowest grade which it purchases.
- 9.6.8** Subsequent to the Director's approval of the Food Service Plan as provided in Section 9.6.7, and the implementation of any changes required by the Director as a condition of such approval, any further addition, deletion or substitution of items, portions, products, services and/or prices shall be submitted for review and approval by the Authority's Director no less than thirty (30) Days prior to the scheduled implementation of such change(s). Any and all such changes shall be subject to the approval of the Director; provided, however, that if the Authority's Director does not provide Manager with written notice of his or her rejection of any such change within two (2) weeks of the Director's receipt of Manager's request for the change, such change is approved and Manager may implement such change without further notice. No change, nor any rejection of any change, may result in any decrease or reduction in the overall quality, standard or variety of food, beverages or services offered by Manager. Any change in price must comply with all terms and conditions of Section 10.1 hereof.
- 9.6.9** Prices for each item for sale in the Concessions Operations shall be conspicuously displayed to the satisfaction of the Director. Prices shall comply with Section 10.1 hereof. If, in addition to any publicly displayed menu, Manager provides individual menus for Clients or users of McCormick Place, or places price markers on item displays, such prices shall comply with Section 10.1 hereof.
- 9.6.10** Manager agrees that, unless otherwise approved in writing by the Director, in any Concession Operations area that consists of a sit-down service bar or restaurant, Manager will utilize china (or similar) plates, glass or ceramic cups or mugs, and stainless steel (or similar) cutlery, and baskets in the service of food and beverage

Clients and guests of McCormick Place. Use of high quality plastic or paper goods as dishware and cutlery is allowed in all other Concessions Operations, including food courts. Paper napkins are permitted. Carry-out bags with handles are permitted for the convenience of McCormick Place Clients.

- 9.6.11** The Authority reserves the right to monitor the performance of Manager by sending unidentified representatives to purchase product or merchandise from Manager's Concession Operations. In the event that such unidentified representatives of the Authority determine that Manager's performance in any respect does not comply with the standards set forth in this Agreement, the Authority's Director shall provide Manager with written notice of such non-compliance. Manager shall, within twenty-four (24) hours of its receipt of such notice, provide a written response to the Authority's Director stating its cure or plan to cure such non-compliance and, in the event that such cure has not been implemented, a schedule for such implementation. Any such plan to cure and schedule to cure are subject to the approval of the Authority's Director. In the event that the Authority's Director determines, in his or her sole discretion, that the non-compliance poses a health or safety threat to the public, the Authority's Director may provide Manager with oral notice of non-compliance and direct that such non-compliance be cured within such limits as the Authority's Director deems appropriate to the situation. In the event that Manager performs similar performance reviews, Manager shall furnish the information obtained through such reviews to the Authority's Director upon the Director's request for such information.
- 9.6.12** Manager shall at all times comply with all pertinent public health and sanitation standards. All of Manager's management personnel shall be certified in sanitation and food handling, and must comply with all city, state and federal laws pertaining to sanitation and food handling.

## **ARTICLE X - PRICING**

### **10.1 Pricing in General.**

Manager shall provide a menu for each of its Concession Operations and Banquet Operations, in general, which collectively shall be attached as Exhibit D to this Agreement and shall constitute a complete listing of all food and beverage products and merchandise the Manager is allowed to sell as part of its Banquet Operations, from the Concession Operations areas of the Food Service Areas, and the prices to be charged to the public for such food and beverage product and merchandise. All items listed and the prices therefor are subject to the review and approval of the Authority, which may be approved or changed, in the Director's sole discretion. Any changes to such items or prices must be requested by Manager in writing, and are subject to the written approval of the Director, which approval may be withheld, in the Director's sole discretion.

## **10.2 Value Pricing.**

Manager and the Authority acknowledge and agree that all pricing for the Services must be in compliance with the requirements set forth in the Metropolitan Pier and Exposition Authority Act (70 ILCS 210/1 et seq.)

## **10.3 Pricing Related to Authority Sponsored Events.**

In connection with pricing relating to Events sponsored by the Authority, Manager agrees to charge the Authority for the direct costs incurred including labor costs and costs of goods. All invoices relating to Events sponsored by the Authority shall be sent to the Authority for payment or, upon the Authority's instruction, to another third party as authorized by Authority. Notwithstanding anything contained in the Agreement to the contrary, any costs incurred with respect to Events sponsored by Authority shall not be included in or subject to the Management Fee percentage contemplated under Section 7.1 of this Agreement.

## **10.4 Conducting of Surveys.**

Manager at the request of the Authority, shall conduct surveys of the services, products and prices offered by other public assembly facilities, nationally and locally, as well as other hospitality industry facilities, such as airports and hotels, and provide all results of such surveys to the Authority. The cost of such surveys shall be considered a Direct Operating Cost.

# **ARTICLE XI - MANAGEMENT, OTHER KEY PERSONNEL AND STAFFING REQUIREMENTS**

## **11.1 Manager's General Manager and Other Key Personnel.**

**11.1.1** Manager shall designate an individual of appropriate seniority, expertise and experience to act as Manager's general manager (the "Manager's General Manager") to work with the Director on a full-time basis throughout the Term of this Agreement. The qualifications of this individual, including the selection or replacement of such individual, shall be subject to the review of, and acceptable to, Authority. Manager's General Manager shall be immediately available whenever any of the Concession Operations are open for business and, unless otherwise expressly authorized in writing by the Director, whenever Manager is providing Banquet Operations to an Event at McCormick Place. Manager's General Manager shall have his or her office at McCormick Place and shall work at McCormick Place on a full-time basis.

**11.1.2** Manager shall designate an individual to act as the "Authority's Assistant General Manager," the "second-in-command" position, who will work on a full-time basis and will be responsible for the Manager's day-to-day staff supervision and operations as required for the performance of the Services.

**11.1.3** Manager shall designate an individual to act as the "Director of Banquet Operations" whose duties will be the management and overview of all hosted catering and pre-ordered foodservices throughout the McCormick campus.

Special emphasis on quality, speed of service, and employee training will be key components of this position.

- 11.1.4 Manager shall designate an individual to act as the “Director of Concession Operations and Special Event Business” having experience and knowledge in the concessions, branded product, and special event promotion business to head up all elements of this critically important service. Such individual should possess at least five (5) years of continuous experience as the senior manager of a major entertainment venue whose primary service is food/beverage and entertainment.
- 11.1.5 Manager shall designate an individual of appropriate expertise and experience to act as Manager’s chief chef (the “Executive Chef”) to work with the Director on a full-time basis throughout the Term of this Agreement. The qualifications of this individual, including the selection or replacement of such individual, shall be subject to the review of, and acceptable to, the Authority. The Executive Chef shall be immediately available whenever any of the Concession Operations are open for business and, unless otherwise expressly authorized in writing by the Director, whenever Manager is providing Banquet Operations to an Event at McCormick Place. The Executive Chef shall work at McCormick Place on a full-time basis.
- 11.1.6 Manager will assign one (1) corporate executive (the “Corporate Executive”) as the direct contact between the Authority and Manager’s Corporate Office and will notify the Authority of any name changes during the course of the Term, including any extension periods.
- 11.1.7 In addition to the personnel identified above in Sections 11.1.1, 11.1.2, 11.1.3, 11.1.4, and 11.1.5, the Authority and Manager have identified the positions set forth below as “Other Key Personnel.” Should the Authority at any time and at in its discretion, find any of Manager’s Key Personnel, including Other Key Personnel to be unacceptable, (i) Manager shall, upon written request of the Authority, make reasonable efforts to remove such Employees and assign replacement personnel to the Facility, subject to any approval rights of the Authority with respect to such replacement personnel as set forth in Section 11.1.1, and (ii) the costs of removing and replacing any such Employee shall be a Direct Operating Cost; provided, however, for the avoidance of doubt, if Manager elects of its own accord to replace the General Manager (and subject to the approval rights of the Authority as provided in Section 11.1.1), the costs of replacing the General Manager in such event shall be at the sole cost and expense of Manager. Any such Employee so removed shall not be re-employed at McCormick Place without the consent of the Authority. The following job titles shall be considered Other Key Personnel under this Agreement:

**Banquet Department Manager**  
**Concessions Department Manager**  
**Executive Steward**  
**Director of Finance (on-site)**

**Director of Human Resources  
Director of Public Food**

The parties reserve the right to change the positions on this list by providing notice to each other pursuant to Section 22.1 of this Agreement.

**11.2 Staffing.**

Manager shall provide staff adequate to supply first class services to Clients and guests of McCormick Place. All employees of Manager and its subcontractors shall be dressed appropriately at all times when performing the Services. Employees who generally will be in contact with the public shall be required to wear identification tags. All employees shall be courteous and helpful to the public at all times when at McCormick Place, whether or not they are on duty.

**11.3 Employee Salaries.**

Salaries of all employees of the Manager and its subcontractors shall be paid unconditionally and not less often than once per month, without deduction or rebate on any account except for such payroll deductions as are mandated by law or permitted by applicable regulations.

**11.4 Management Responsibilities.**

Manager, including Manager's General Manager, shall manage the Services and the Food Service Areas in accordance with this Agreement, in furtherance of which Manager shall: (a) use reasonable efforts to remedy problems and issues raised by users of McCormick Place with respect to the performance of the Services, including responding in writing to all written customer complaints within seventy-two (72) hours of receipt thereof, and furnishing a copy of both the complaint and response to the Director within the same seventy-two (72)-hour period; and (b) within seventy-two (72) hours of receipt, furnish the Director with copies of all written notices received by Manager from any governmental authority or any Franchisee, Licensee or subcontractor with respect to the Services, Food Service Areas.

**11.5 Meetings.**

Manager's General Manager or other designee shall meet regularly with the Director to discuss matters relating to the performance of the Services and this Agreement including, without limitation, merchandising and marketing plans. Such meetings shall occur as scheduled by the Director. In addition, at the Director's request, Manager shall attend other meetings with the Authority and users of McCormick Place or other parties designated by the Director as the Director deems appropriate.

**ARTICLE XII - MANAGER PROMOTIONS**

**12.1 Examination and Approval.**

In order to enable the Authority to maintain control over the nature and quality of any products, advertising, promotional activities or other such services or activities in connection with which

Manager uses the Food Service Areas, and for the protection of the public and the preservation of the Authority's rights, the Authority has the right to examine and approve all such products, advertising, promotional activities or such services. Should the Authority object to Manager's use of products, advertising, promotional objects or other such service, Manager shall cure any objections made within thirty (30) Days after being notified by the Authority, or otherwise be subject to the termination of this Agreement.

## **12.2 Permitted Signage.**

Manager may install and operate necessary and appropriate identification signs in the Food Service Areas for the purposes of identifying the Concession Operations within the Food Service Areas in question or the products sold therein. Manager shall not install nor operate signs outside of the Food Service Areas without the express prior written consent of the Authority's Director. Any and all signs, whether within or outside the Food Service Areas, shall be subject to such criteria as the Authority may promulgate from time to time for such signs, and are subject to the prior written approval of the Director as to the number, size, height, location and design of such signs. The Authority acknowledges and agrees that any criteria promulgated for signs shall permit Manager's standard logos and colors, and the logos and colors of Manager's franchisors, the Authority and Manager's Licensees, and Licensees. Notwithstanding the foregoing, no signage permitted herein shall in any way interfere or conflict with any other McCormick Place signage or the permitted signage of any McCormick Place sponsors, Managers or related parties. The costs associated with the installation and operation of the identification signage described in this paragraph shall be Direct Operating Costs.

## **12.3 Advertising and Marketing.**

**12.3.1** Between February 1<sup>st</sup> and March 1<sup>st</sup> of each year, Manager agrees to meet with the Authority's Designee to develop a mutually acceptable marketing plan for the next Fiscal Year (the "Marketing Plan"), which Marketing Plan shall market and promote McCormick Place's Banquet and Concession Operations in a manner that will maximize Manager's Gross Receipts. Manager's marketing efforts may include, but shall not be limited to, public relations, targeting audiences, specialty concession promotions, and restaurant and banquet promotions. The Marketing Plan for each Fiscal Year shall be submitted to Authority's Director no less than ninety (90) Days prior to the commencement of the Fiscal Year Year to which such plan pertains. The Marketing Plan shall be subject to the written approval of the Authority's Designee and shall set forth the sum that will be deposited into the Reserve Fund on a monthly basis. Manager hereby agrees to diligently perform the level and type of advertising, public relations and marketing set forth in each approved Marketing Plan.

**12.3.2** Manager and its subcontractors shall not display or distribute any advertising, promotional or information pamphlets, circulars, brochures or similar materials at McCormick Place without first obtaining the prior written consent of the Director.



**12.3.3** Notwithstanding anything contained in the Agreement to the contrary, Authority may, in its sole discretion, request and require that certain client functions hosted by Authority be classified as “public relations” or “sales promotion functions” that will be paid through the Reserve Fund. The cost of the function will be a marketing expense and will be billed to Authority at cost. In any event, such functions will require the approval of the Director.

#### **12.4 Surveys and Research.**

Manager shall conduct periodic consumer surveys with respect to all of the Services performed by Manager. Manager shall also be required to perform certain consumer surveys at the specific request of the Director. All details of the implementation of such surveys are subject to the prior written approval of the Director. Manager shall undertake reasonable measures to remain knowledgeable of trends within the concessions and banquet industries. Manager shall provide timely written reports of the surveys and research conducted pursuant to this Section 12.4 to the Director.

#### **12.5 Banquet and Concession Web Site.**

Manager shall cooperate with the Authority in the development, operation and maintenance of a web site relating to the Banquet Operations and Concession Operations at McCormick Place. Such web site shall provide menus, brochures and other information pertinent to the Services provided by Manager at McCormick Place. The appearance and content of such web site are subject to the approval of the Authority. The costs associated with the development, operation and maintenance of such web site shall be Direct Operating Costs.

### **ARTICLE XIII - SUBCONTRACTORS**

#### **13.1 Subcontractors.**

Any subcontracts or subcontractors employed by the Manager are subject to the review and approval of the Authority. Notwithstanding any such approval, Manager shall at all times be responsible for the performance of the subcontractors and liable to the Authority for the performance of such subcontractors pursuant to the terms and conditions of this Agreement.

#### **13.2 Subcontractor / Subcontractor Certifications.**

Manager shall require all subcontractors, including all subcontractors, performing Services in connection with this Agreement to be bound by the following provision and Manager shall cooperate fully with the Authority in exercising the rights and remedies described below or otherwise available at law or in equity:

Subcontractor/subcontractor hereby certifies and represents that subcontractor/subcontractor and any entity or individual that owns or controls, or is owned or controlled by, or is under common ownership or control with subcontractor/subcontractor is not currently indebted to the Authority and will not at any time during the Term be indebted to the Authority for or on account of any

delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the Authority has been established. In addition to any other rights or remedies available to the Authority at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the Authority, result in the withholding of payments otherwise due to Subcontractor/Subcontractor for services rendered in connection with the Agreement and, if such breach or failure is not resolved to the Authority's satisfaction within a reasonable time frame specified by Authority in writing, may result in the offset of any such indebtedness against said payments otherwise due to Subcontractor/Subcontractor and/or the termination of Subcontractor/Subcontractor for default, in which case Subcontractor/Subcontractor will be liable for all excess costs and other damages resulting from the termination..

#### **ARTICLE XIV - REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

##### **14.1 Manager's Representations and Warranties.**

In addition to any covenants, representations or warranties contained elsewhere in this Agreement, Manager hereby represents and warrants each and every element of Sections 14.1.1 through and including 14.1.15, below.

- 14.1.1** Manager (a) is financially solvent and each of its employees and agents are competent to perform as required under this Agreement; (b) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; (c) has the full power and is legally authorized to execute and deliver and perform or cause to be performed its obligations under this Agreement under the terms and conditions stated herein; and (d) is licensed and qualified to do business in the State of Illinois.
- 14.1.2** No Board member, officer, agent or employee of the Authority is employed by Manager or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted by law.
- 14.1.3** Manager has not knowingly used the services of any ineligible contractor or consultant for any purpose in its performance under this Agreement.
- 14.1.4** Manager and its Affiliates, and subcontractors have no outstanding debts with the Authority, the State of Illinois or the City of Chicago, and are not in default at the time of the execution of this Agreement under any other contract awarded by the Authority.
- 14.1.5** This Agreement is feasible of performance by Manager in accordance with all of its provisions and requirements.

- 14.1.6** Excepting for only those representations, statements or promises expressly contained in this Agreement, including any exhibits attached hereto and incorporated herein, no representation, warranty of fitness, statement of promise, made orally or in writing, or of any kind whatsoever, by the Authority, its Board, officers, agents or employees, has induced Manager to enter into this Agreement or has been relied upon by Manager, including any with reference to: (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (b) the nature of the Services to be performed; (c) the nature, quantity, quality or volume of any materials, equipment, labor or other facilities needed for the performance of this Agreement; (d) the general conditions which may in any way affect this Agreement or Manager's performance; (e) the compensation provisions of this Agreement; or (f) any other matters, whether similar to or different from those referred to in clauses (a) through (e) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed in connection herewith.
- 14.1.7** Neither Manager nor its subcontractors have: (a) been convicted of bribery or attempting to bribe a public officer or employee of the Authority, the State of Illinois or City of Chicago, or any other public entity, in that officer or employee's official capacity; or (b) been convicted of agreement or collusion among proposers or prospective proposers in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) made an admission of guilt to the conduct described in clause (a) or (b) immediately above which is a matter of record, but have not been prosecuted for such conduct.
- 14.1.8** Manager holds itself to the highest standards of quality and professionalism.
- 14.1.9** All approvals or consents necessary in order for Manager to execute and deliver this Agreement have been obtained.
- 14.1.10** This Agreement has been duly authorized, executed and delivered by Manager or its duly authorized representative.
- 14.1.11** This Agreement constitutes the legal, valid and binding obligation of Manager, enforceable against Manager in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.
- 14.1.12** Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement:
- a. conflict with or result in a breach, default or violations of (1) Manager's organizational documents; (2) any law, regulation, ordinance, court order, injunction or decree of any court, administrative agency or governmental body, or any license or permit; or (3) any of the terms, conditions or

provisions of any restriction or any agreement or other instrument to which Manager is now a party or by which it is bound; or

- b. result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Manager under the terms of any instrument or agreement.

**14.1.13** There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Manager's knowledge after due and complete investigation, threatened, challenging the existence or powers of Manager or its Affiliates, or in any way affecting this Agreement, or in any way having a material adverse effect on the operations, properties, business or finances of Manager or its Affiliates.

**14.1.14** Manager has a valid, current business privilege license to do business in the City of Chicago.

**14.1.15** The representations, warranties and covenants contained in this Section or elsewhere in this Agreement are deemed made as of the date hereof and shall be deemed remade and continuing throughout the Term, including any extension periods. Manager agrees that all of the provisions set forth in this Section will be incorporated in all contracts entered into with any suppliers of materials, furnishers of services, subcontractors of any tier, franchisors, and labor organizations that furnish skilled, unskilled, and craft union labor, or that may provide any materials, labor or services in connection with this Agreement, such that such parties warrant, represent and covenant to Manager as to the matters set forth herein. Manager agrees to cause its subcontractors and franchisors to execute these affidavits and certificates as may be necessary in furtherance of these provisions. Certifications shall be attached and incorporated by reference in the applicable agreements. In the event that any subcontractor is a partnership or joint venture, Manager shall also include provisions in its subcontract ensuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

## **14.2 Representations and Warranties of the Authority.**

In addition to any covenants, representations or warranties contained elsewhere in this Agreement, Manager hereby represents and warrants as follows:

**14.2.1** All approvals or consents necessary in order for Authority to execute and deliver this Agreement have been obtained;

**14.2.2** This Agreement has been duly authorized, executed and delivered by the Authority or its duly authorized representative;

**14.2.3** This Agreement constitutes the legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting

creditors' rights and remedies generally and by the application of equitable principles; and

- 14.2.4** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not:
- a. conflict with or result in a breach, default or violation of (1) the Authority's organizational documents; (2) any law, regulation, ordinance, court order, injunction or decree of any court, administrative agency or governmental body, or any license or permit; or (3) any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which the Authority is now a party or by which it is bound; or
  - b. result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Manager under the terms of any instrument or agreement.

## **ARTICLE XV - - CERTAIN COVENANTS AND OTHER OBLIGATIONS**

### **15.1 Negative Covenants of Manager.**

Manager shall not be entitled to perform any of the restrictions set forth more fully below in this Section 15.1.

- 15.1.1** Manager shall not engage in any advertising of its name or that of any Affiliate at McCormick Place without the prior written consent of the Authority.
- 15.1.2** Manager shall not encourage or solicit persons attending or planning Events at McCormick Place to utilize properties located outside the Food Service Areas of McCormick Place.
- 15.1.3** Manager shall not solicit or hire any supervisory employee of the Authority during the Term of this Agreement and for a period of one (1) year thereafter without the Authority's prior written consent. The Authority likewise agrees not to solicit or hire any supervisory employee of Manager during the Term of this Agreement and for a period of one (1) year thereafter without Manager's prior written consent.
- 15.1.4** Manager shall not use the Food Service Areas or any improvements or additions thereto made by Manager or the Authority, the Food Service Areas, or any other part of McCormick Place for any activity or Event not expressly authorized by this Agreement or that is not consented to in writing by the Authority. Manager acknowledges that McCormick Place is a public facility owned and operated for public purposes. Manager further agrees that it shall not use the Food Service Areas for any of its other private operations, or those of any Affiliate, and may only use the Food Service Areas for the purposes described in this Agreement.

- 15.1.5** Manager shall not have, acquire, or permit any Affiliate or any of Manager's directors, officers, members, partners, or employees to have or acquire any interest, directly or indirectly, that conflicts with or may conflict with Manager's performance of the Services as required under this Agreement.
- 15.1.6** Manager shall not use or allow the Food Service Areas to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, except in full compliance with all pertinent laws, ordinances and regulations and, with respect to the release, use, treatment or disposal of any hazardous substance, Manager shall not use the Food Service Areas, nor shall Manager allow the use of the Food Service Areas, without the prior written consent of the Director. Manager shall not use or allow the Food Service Areas to be used for the storage of any hazardous substances except small amounts of cleaning fluids, business equipment materials, and other hazardous substances customarily handled or used in the performance of Services. Any such storage shall be in full compliance with all manufacturers' instructions and Laws, ordinances, rules and regulations that may pertain. Upon the expiration or termination of this Agreement, Manager shall surrender the Food Service Areas to the Authority free from the presence and contamination of any hazardous substances introduced or released by Manager, any of its subcontractors, or any of their respective agents, representatives, employees or subcontractors.
- 15.1.7** Manager shall not make any payment, offer of employment or offer of a gratuity of any kind to any subcontractor, including any subcontractor, as an inducement for the award of a subcontract or order.

**15.2 Certain Rights and Obligations of the Authority.**

- 15.2.1** The Authority shall have the following rights, each of which the Authority may exercise without notice to Manager and without liability to Manager for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute a breach hereof or disturbance of Manager's rights, and shall not give rise to any claim for set-off or abatement of any fee or payment due the Authority, or any other claim, nor shall it relieve Manager of any obligation to make all payments when due:
- a. To change the name or street address of McCormick Place or to designate the name under which Manager will provide its Services to McCormick Place;
  - b. To install, affix and maintain any and all signs on the exterior and interior of McCormick Place;
  - c. To decorate or make repairs, inspections, alterations, additions or improvements, whether structural or otherwise, in and about McCormick Place or any part thereof, and for such purposes to enter upon the Food Service Areas, and during the continuance of any such work, to temporarily

close doors, entryways, public space and corridors in McCormick Place, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Manager's obligations hereunder, so long as the Food Service Areas are reasonably accessible and usable;

- d. To furnish door keys for the entry doors in the Food Service Areas, and to receive and retain at all times, and to use in appropriate instances, keys, including master keys and pass keys, to all doors within and into the Food Service Areas, provided that such keys shall at all times be kept under adequate and appropriate security by the Director. Manager agrees to accept from the Authority such duplicate keys as the Director deems appropriate, to change no locks, and not affix locks on doors without the prior written consent of the Director. Notwithstanding the provisions for the Authority's access to the Food Service Areas, Manager releases the Authority from all responsibility arising out of theft, robbery, pilferage and personal assault unless such acts are due to the gross negligence or willful misconduct of the Authority. Upon the expiration or termination of the Term, Manager shall return all keys to the Director and disclose to the Director the combination of any safes, cabinets or vaults left in the Food Service Areas;
- e. To approve the weight, size and location of safes, vaults and any other heavy equipment or articles in and about the Food Service Areas so as not to exceed the load per square foot designated by the structural engineers for McCormick Place, and to require all such items and furniture and similar items to be moved into or out of the Food Service Areas and McCormick Place only at such times and such manner as the Director may direct. Manager shall not install or operate machinery or any mechanical devices of a nature not directly related to Manager's ordinary use of the Food Service Areas without the prior written consent of the Director. Movement of Manager's property into or out of McCormick Place or the Food Service Areas is entirely at the risk and responsibility of Manager, and the Director reserves the right to require permits before allowing any property to be moved into or out of the Food Service Areas or McCormick Place;
- f. To establish controls for the purpose of regulating all properties and packages, both personal and otherwise, and for purposes of public safety and otherwise, to be moved into or out of the Food Service Areas and McCormick Place;
- g. To regulate the delivery and service of supplies and the usage of the loading docks, receiving areas and freight elevators, and to designate the times within which, and the locations at which, deliveries may be made by or to Manager;
- h. To show the Food Service Areas to prospective Managers and subcontractors at reasonable times and, if vacated or abandoned, to prepare the Food Service Areas for re-occupancy;

- i. To erect, use and maintain pipes, ducts, wiring and conduit, and appurtenances thereto, in and through the Food Service Areas;
- j. To enter the Food Service Areas for the purpose of periodic inspections for fire protection, maintenance and compliance with the terms of this Agreement, and to exercise any of the rights of the Authority under this Agreement;
- k. To grant any person or entity the exclusive right to conduct any business or render any service in or to McCormick Place, provided that such grant does not conflict with the terms of this Agreement;
- l. To promulgate from time to time policies, rules or regulations regarding the operation of McCormick Place; and
- m. The Authority reserves the right to enter into agreements to grant exclusive sales and/or advertising rights (“Sponsorship Agreements”) to certain products, brands or services (“Official Brands”) at McCormick Place. Accordingly and to the extent permitted by law, Manager shall not sell, serve, advertise, promote or display at McCormick Place any competing products, brands, or services within, from or outside of its Food Service Areas including, without limitation, through displays or signs visible through or on any windows facing onto any part of McCormick Place, nor in advertisements, promotional material or displays referring to McCormick Place or utilizing (if the Authority has not given its express written consent to it) the Authority’s logos or service marks. Manager shall not interfere with the Authority’s sponsors’ events. If and when, from time to time, the Authority enters into any Sponsorship Agreement, to the extent permitted by law, Manager shall sell, advertise, feature, promote and display the Official Brand(s) covered under the Sponsorship Agreement and no others within the same sponsorship category. The Authority shall require sponsors with which the Authority enters into Sponsorship Agreements to offer Manager wholesale pricing in line with the prices the sponsor offers national prestige accounts. All revenues generated in connection with the Authority’s advertising and sponsorships shall be the property of the Authority and shall not be considered part of Manager’s Gross Receipts. These provisions do not preclude Manager from negotiating and entering into a Sponsorship Agreement with the Authority, but the Authority has no obligation to do so.
- n. The Authority provides a complex-wide pest control program. Manager will participate and assist in the maintenance of the program through excellent sanitation practices. There may be occasions when Manager may elect to provide additional measures for controlling rodents, birds, and other pests in the foodservice designated areas. Expenses related to pest control are Direct Operating Costs.



- o. The Authority will provide various labor and services to the Manager during the Term such as, but not necessarily limited to electrical, plumbing and other services in relation to Banquet and Concession Operations. The actual costs for these services shall be invoiced by the Authority and paid by the Manager as Direct Operating Costs.
- p. The Authority shall use reasonable efforts to assist Manager in obtaining appropriate placement of foodservice facilities at Events, consistent with the Authority's agreements for such events. This provision shall not be construed to guarantee Manager any show floor space at any Event. Manager and the Authority shall use good faith efforts to schedule set-ups and tear-downs of temporary restaurants at times not requiring the payment of overtime.

## **ARTICLE XVI - INDEMNITY, FORCE MAJEURE AND INSURANCE**

### **16.1 Indemnification by Manager.**

- 16.1.1** To the fullest extent permitted by law, Manager shall, at its sole cost and expense, indemnify, defend and hold harmless the Authority, its Board, officers, employees, agents and designees ("Indemnified Parties") from and against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses actually suffered or incurred by any such Indemnified Party (collectively referred to as "Loss") based upon, arising out of, related to occasioned by or attributable to, directly or indirectly, (a) any failure by Manager or its Affiliates, employees officers, directors, agents, contractors or vendors to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or (b) any negligent or willful acts of Manager or its Affiliates, employees, officers, directors agents, contractors or vendors in connection with its activities under this Agreement.
- 16.1.2** Notwithstanding Section 16.1.1 above, the indemnification obligations of Manager thereunder shall not extend to Losses to the extent such Losses arise from or relate to (a) any material default or breach by the Authority of its obligations specified herein, (b) the services of the Authority's employees and other contractors and agents of the Authority (other than the Manager's affiliate which has been retained by the Authority to manage the Facility under a separate Management Agreement), (c) a determination that the Facility is not in compliance with the ADA, (d) any condition on, above, beneath or arising from the premises occupied by the Facility which might, under any Law, give rise to liability or which would or may require any "response," "removal" or "remedial action" (as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); *provided* such condition is not the result of Manager's activities under this Agreement, (e) any structural defect to the Facility existing as of the date of this Agreement, or (f) the acts or omissions carried out by Manager at the direction of the Authority. For the avoidance of

doubt, any of the foregoing items are not intended to be an express or implied indemnification obligation of the Authority in favor of Manager, but merely are intended to be an exception to Manager's indemnity obligations under Section 16.1.1 hereof to the extent set forth above in this paragraph.

- 16.1.3** The indemnities provided by this Section 16.1, with respect to any Indemnified Parties, shall not apply to Losses to the extent that such Losses arise from the fraud, willful misconduct or gross negligence of such Indemnified Parties. This Section 16.1 shall survive the termination of this Agreement; provided, however, that a claim for indemnification pursuant to this Section 16.1 shall be valid only if the party entitled to indemnification provides notice thereof to the other party prior to five (5) years following the date of termination of this Agreement.
- 16.1.4** Manager's obligations under this Section 16.1 shall not be limited by the amount or type of damages, compensation or benefits payable by or for Manager under any workers' compensation acts, disability benefit acts or other employee benefit acts or any other insurance maintained by Manager; provided, however, that Manager may apply any insurance proceeds received by Manager to the satisfaction of Manager's obligations hereunder. Nothing in this Section 16.1 shall limit any rights or remedies available to the Authority at law, in equity, or pursuant to this Agreement including, but not limited to, any right to contribution. The terms of this Section 16.1 shall survive the termination or expiration of this Agreement.

## **16.2 Force Majeure.**

- 16.2.1** No party will be liable or responsible to the other party for any delay, damage, loss, failure or inability to perform caused by Force Majeure if notice is provided to the other party within ten (10) days of the date on which such party gains actual knowledge of the event of Force Majeure that such party is unable to perform. The term "Force Majeure" as used in this Agreement means any event beyond the reasonable control of the party affected thereby, including an act of God, strike, war, fire, flood, explosions, earthquakes, civil disturbances, public rioting or lightning (it being understood that any weather condition that is ordinarily or customarily encountered or experienced in the City of Chicago shall not be considered a Force Majeure event), which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure event). Notwithstanding the foregoing, in the event of a labor dispute that results in a strike, picket or boycott affecting McCormick Place or services described in this Agreement, Manager shall not thereby be deemed to be in default or to have breached any part of the Agreement, unless such dispute shall have been caused by illegal labor practices or violations by Manager of applicable collective bargaining agreements and there has been a final determination of fact that is not cured by Manager within thirty (30) days.

- 16.2.2** In the event of damage to or destruction of McCormick Place by reason of a Force Majeure event that is expected to render McCormick Place materially untenable for at least one year from the happening of such Force Majeure event, either party may terminate this Agreement upon notice to the other.
- 16.2.3** Manager and the Authority may suspend performance required under this Agreement, without any further liability, in the event of any Force Majeure event, which is of such effect and duration as to effectively curtail the use of McCormick Place so as to effect a substantial reduction in the need for the services provided by Manager for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, Manager or the Authority shall have the right to suspend performance retroactively effective as of the date the use of McCormick Place was effectively curtailed. “Substantial reduction in the need for these services provided by Manager” shall mean such a reduction as shall make the provision of any services by Manager economically impractical or unnecessary. No payments of any Management Fees or Incentive Fees otherwise due and payable to Manager shall be made by the Authority during the period of suspension. In lieu thereof, the Authority and Manager may agree to a payment of reduced fees for the period of reduction in services required. A suspension pursuant to this Section 16.2.3 does not operate to extend the Term as set forth in Section 4.1.

### **16.3 Insurance.**

- 16.3.1** Manager shall procure and maintain at all times during the Term, including any extension of the Term, and during any time period following the expiration or termination of this Agreement if Manager is required to return to the Food Service Areas or McCormick Place for any reason whatsoever, the types of insurance specified in Exhibit G attached hereto, with insurance companies authorized to do business in the State of Illinois covering the Services to be performed pursuant to this Agreement in all respects. All costs relating to such insurance shall be included in Direct Operating Costs.
- 16.3.2** All insurance companies must be rated A-VIII or better by the A.M. Best Company. Policies should be written on an occurrence basis with the exception of professional liability coverage.
- 16.3.3** The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees are named as additional insured under such policies; excluding, however, the workers’ compensation policy and the professional liability policy.
- 16.3.4** Under no circumstance shall Manager commence performance of the Services without providing evidence of meeting the insurance requirements set forth herein. Accordingly, Manager shall furnish original Certificates of Insurance to the Authority’s Chief Financial Officer at 301 East Cermak Road, Chicago, IL 60616, prior to commencement of the Services. The Authority reserves the right,

in addition to any other rights set forth herein, to require Manager to furnish certificates of insurance or, if the Authority so requires, certified copies of the original policies of all insurance required under this Agreement at any time upon thirty (30) Days written notice to Manager. The receipt of any certificate of insurance does not constitute agreement by the Authority that the insurance requirements of this Agreement have been fully met, or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. Failure by the Authority to request obtain certificates or other evidence of insurance from Manager shall not be deemed to be a waiver by the Authority. Manager shall provide its insurers of notice of the insurance requirements set forth in this Section 16.3.

- 16.3.5** Non-conforming insurance shall not relieve Manager of its obligations hereunder. The insurance required by this Agreement shall be carried at all times during the Term. Failure to carry or keep such insurance in full force and effect shall be an Event of Default, and shall not relieve Manager of any liability, under this Agreement. The Authority maintains the right to suspend Manager's rights and performance under this Agreement until proper evidence of insurance is provided.
- 16.3.6** All insurance policies maintained by Manager to comply with the requirements of this Agreement shall provide for sixty (60) Days prior written notice to the Authority's Risk Manager at 301 E. Cermak Rd., Chicago, IL 60616, in the event that coverage is substantially changed, reduced, canceled or not renewed.
- 16.3.7** Manager shall require all subcontractors to carry the insurance required herein, or Manager may provide coverage for any or all subcontractors, and the evidence of such insurance submitted to the Authority's Chief Financial Officer shall so stipulate.
- 16.3.8** Manager and subcontractors shall waive the insurers' rights of subrogation against the Authority, its Board, officers, agents, representatives and employees under any policies identified in Exhibit G attached hereto.
- 16.3.9** Manager understands and agrees that any insurance or self-insurance maintained by the Authority shall apply in excess of and not contribute to insurance provided by Manager pursuant to this Agreement. Manager expressly understands and agrees that any insurance protection, coverage and limits furnished by Manager hereunder shall in no way limit Manager's responsibilities and liabilities at law, in equity or under this Agreement. Reasonable deductibles, where applied, for any insurance required hereunder shall be a Direct Operating Cost, but the self-insured retention for any insurance required hereunder shall be borne solely by Manager.
- 16.3.10** All such policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly from the Services.

**16.3.11** The insurance required hereunder shall not be limited by the indemnification requirements of Section 16.1, or any limitation placed on the indemnity therein given as a matter of law. If Manager, or its subcontractors, desire additional coverage, higher limits of liability, or other modifications for their own protection, Manager and each of its subcontractors shall be responsible for the acquisition and cost of such additional protection.

**ARTICLE XVII - DEFAULT, REMEDIES, TERMINATION,  
LIQUIDATED DAMAGES**

**17.1 Manager Event of Default.** The following events shall constitute an “Event of Default” by Manager under this Agreement:

**17.1.1** Any material misrepresentation made by Manager to the Authority under this Agreement;

**17.1.2** Failure by Manager to make any payment in full when due hereunder and failure to cure such default within thirty (30) Days after receipt of written notice of such non-payment by Manager;

**17.1.3** A failure by the Manager to promptly and fully keep, comply with, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of the Manager contained in this Agreement, other than those obligations or matters set forth in Section 17.1 that set forth different cure periods or expressly deny any right to cure, and the failure to cure such default within sixty (60) Days after delivery of written notice of such failure;

**17.1.4** A failure by the Manager to promptly and fully perform any obligation or duty, or to comply with any restriction, of Manager contained in this Agreement concerning assignment or transfer, whether directly or indirectly, of the Manager’s rights or interests herein, which is not remedied by the Manager within fifteen (15) Days following receipt of notice thereof from the Authority’s Director.

**17.1.5** A failure by the Manager to provide or maintain the insurance coverage required pursuant to this Agreement, including any material non-compliance with said requirements, and the failure to cure such default within five (5) Days following receipt of written notice of such failure from the Authority’s Director; or, if said noncompliance is non-material, the failure to remedy said non-compliance within twenty (20) Days following the furnishing of written notice to the Manager by the Authority’s Director;

**17.1.6** Manager’s failure to continuously provide Concession Operations after notice of a second instance of such failure has been given within the preceding twelve (12) months;

**17.1.7** The material default of the Manager under any other agreement it may presently have or may enter into with the Authority or any Manager of the Authority with

respect to McCormick Place, and the failure to cure said default within any applicable cure period. Manager acknowledges and agrees that in case of an Event of Default under this Agreement the Authority also may declare a default under any future such agreements;

- 17.1.8** Upon the Manager making a general assignment for the benefit of creditors, or if the Manager is unable to pay its debts as they become due or becomes the subject of any involuntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any applicable laws, now in existence or hereafter becoming effective and, in the case of any such involuntary proceeding that is not dismissed or stayed within sixty (60) Days after it is commenced;
- 17.1.9** By or pursuant to, or under authority of any legislative act, resolution or rule, or any order of decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Manager, which is not vacated, discharged or removed within thirty (30) Days after notice thereof from the Director;
- 17.1.10** The dissolution of the Manager;
- 17.1.11** Upon becoming a merged corporation in a merger or a constituent corporation in a consolidation without the prior written approval of the Authority: provided, nothing contained herein shall prohibit, limit or in any manner interfere with the public trading of the publicly traded stock of Manager;
- 17.1.12** Upon the filing of a lien against McCormick Place, the Authority, the Food Service Areas, or any portion thereof, because of or relating to any act or omission of Manager or its subcontractors, and said lien is not discharged within thirty (30) Days after receipt of notice or other knowledge thereof by Manager, unless Manager shall within the aforesaid thirty (30) Days after receipt of notice post a bond or other security acceptable to the Authority's Director, so that no lien attaches, to protect the interests of the Authority;
- 17.1.13** A violation of law that results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense, by Manager, or any of its directors, officers, partners or key management employees relating to this Agreement, and which may threaten, in the reasonable judgment of the Authority's Director, the performance of this Agreement in accordance with its terms;
- 17.1.14** Any voluntary or involuntary sale, assignment, transfer, conveyance, pledge or encumbrance of any of the ownership interests of Manager, or the sale or creation of any additional ownership interests in Manager which does not conform to the terms of this Agreement, provided, nothing contained herein shall prohibit, limit or in any manner interfere with the public trading of the publicly traded stock of Manager;

- 17.1.15** Manager's failure to maintain the quality of service, business hours, or the prices, portions or quality of food required hereunder, and such failure shall continue for more than thirty (30) Days after written notice from the Authority's Director to correct such failure; and
- 17.1.16** Manager's failure to comply promptly with the terms of any citation issued by the City of Chicago or other regulatory agency for violations of health, food sanitation or other laws or regulations or if Manager shall permit the existence of unclean or unsanitary conditions or practices on the Food Service Areas to continue for more than 48 hours after written notice from the Authority's Director to correct such conditions or practices.

## **17.2 Remedies of the Authority Upon Default by Manager.**

If an Event of Default by Manager occurs, in addition to any other remedies provided for in this Agreement, including, without limitation, the Director's right to perform any obligations of Manager as provided in Section 17.2.5 below, the Authority may exercise any or all of the following remedies:

- 17.2.1** The Authority shall be entitled to terminate this Agreement and exclude Manager from the Food Service Areas and recover the following: (a) all fees and other amounts due that have accrued prior to the date of said Event of Default and that are then due and payable; and (b) all damages available at law or pursuant to this Agreement.
- 17.2.2** In the event the Authority's Director elects to terminate this Agreement as provided herein, the Director may, at the Director's sole option, serve notice upon Manager that this Agreement shall cease and expire and become absolutely void on the date specified in such notice, to be no less than five (5) Days after the date of such notice, without any right on the part of Manager thereafter to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in such notice, this Agreement and the Term hereof, as well as the right, title and interest of Manager hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Manager's liability) as if the date fixed in such notice were the date herein stated for expiration of the Term.
- 17.2.3** Neither this Agreement nor any rights or privileges hereunder shall be an asset of Manager or any third party claiming by or through Manager or otherwise, in any bankruptcy, insolvency or reorganization proceeding.
- 17.2.4** The Authority shall have the right to seek and obtain specific performance, a temporary restraining order, or an injunction, or any other appropriate equitable remedy.
- 17.2.5** The Authority shall have the right to deem Manager non-responsive in future contracts to be awarded by the Authority.

- 17.2.6** The Authority shall have the right to accept the assignment of any and all subcontracts, including those with any subcontractors, which relate to the performance of the Services.
- 17.2.7** The Authority shall have the right, in its exclusive discretion, to declare Manager to be in default under any other contract or agreement between the Authority and Manager.
- 17.2.8** In no event will Manager use any of the Authority's trademarked or proprietary items. All rights and remedies of the Authority pursuant to this Agreement shall be separate and cumulative and none shall exclude any other right or remedy of the Authority set forth in this Agreement or allowed by law or in equity, except that no form of double recovery shall be allowed. No termination of this Agreement or the taking or recovery of the Food Service Areas shall deprive the Authority of any of its remedies against Manager for fees or other amounts due or for damages for Manager's breach hereof. Every right and remedy of the Authority hereunder shall survive the expiration of the term of this Agreement.
- 17.2.9** The Authority's waiver of any one right or remedy provided the Authority herein shall not be construed as a waiver of any other right or remedy then or thereafter available to the Authority pursuant to this Agreement or otherwise. A failure by the Authority to take any action with respect to any default or violation of any of the terms, covenants or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the Authority to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.
- 17.2.10** Manager shall have no claim of any kind against the Authority by reason of the Authority's exercise of any of its rights as set forth herein or by reason of any act incidental or related to such exercise of rights, except that Manager shall be entitled to all fees earned to the date of such termination, subject to the Authority's right to offset against such unpaid fees any damages directly incurred by the Authority in remedying any default by Manager hereunder which resulted in such termination.

### **17.3 Authority Event of Default.**

The occurrence of the following event shall constitute a default with respect to the Authority under this Agreement: failure by the Authority, in any material respect, to perform or comply with any of the other terms, covenants, agreements or conditions hereof and the continuance of such failure for more than sixty (60) days after notice thereof from Manager; provided that if such failure is not reasonably susceptible to being cured within the 60-day period, the Authority shall not be considered to be in default if the Authority shall within such 60-day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.



#### **17.4 Manager Remedies Upon Authority Default.**

Upon the occurrence and during the continuance of any default by the Authority as described in Section 17.3, Manager may, by notice to the Authority subject to the provisions of Section 22.1, declare the Authority to be in default and may do any or all of the following as Manager, in its discretion, shall determine:

- 17.4.1** Manager may terminate this Agreement;
- 17.4.2** Manager may seek specific performance, injunction or other equitable remedies;
- 17.4.3** Manager shall have the right to recover its Losses, as defined in 16.1.1, arising from such default by the Authority, including all fees earned to the date of such termination;
- 17.4.4** The Manager's waiver of any one right or remedy provided the Manager herein shall not be construed as a waiver of any other right or remedy then or thereafter available to the Manager pursuant to this Agreement or otherwise. A failure by the Manager to take any action with respect to any default or violation of any of the terms, covenants or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the Manager to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default; and
- 17.4.5** All rights and remedies of the Manager pursuant to this Agreement shall be separate and cumulative and none shall exclude any other right or remedy of the Manager set forth in this Agreement or allowed by law or in equity, except that no form of double recovery shall be allowed. Every right and remedy of the Authority hereunder shall survive the expiration of the term of this Agreement.

#### **17.5 Termination for Convenience.**

- 17.5.1** Notwithstanding any other term or condition of this Agreement, the Authority may terminate this Agreement for the Authority's sole convenience upon sixty (60) Days written notice to Manager.
- 17.5.2** A termination pursuant to this Section shall not be deemed a termination arising from an Event of Default by Manager under this Agreement, and the Authority shall therefore not be subject to any of the liabilities or damages set forth in Section 17.2 of this Agreement. Instead, upon such termination for convenience, all rights and obligations of the Authority and Manager under this Agreement shall fully and finally cease, with the exception of those rights and obligations which this Agreement expressly states shall survive the termination of this Agreement.

#### **17.6 Liquidated Damages.**

- 17.6.1** Concession Operations

- a. In the event Manager fails to continuously provide Concession Operations in all or any portion of the Food Service Areas pursuant to the terms and conditions of this Agreement and the Food Service Plan, and such failure shall continue for more than seven (7) Days after notice to Manager from the Director, then an Event of Default will have occurred, and the Authority may invoke any of the remedies afforded under this Agreement, at law or in equity.
- b. Manager acknowledges and agrees that the failure to operate the Concession Operations pursuant to the terms and conditions of this Agreement and the Food Service Plan will cause the Authority substantial damages, a portion of which may be ascertainable, but another portion of which, relative to loss of Services to the Clients and users of McCormick Place and the loss of good will, might be difficult or impossible to quantify. Accordingly, the parties have agreed that if Manager fails to perform Concession Operations, in whole or in part, in accordance with the Agreement and Food Service Plan at any time during the Term then, in addition to all other remedies available under this Agreement, at law or in equity, Manager shall pay to the Authority, as liquidated damages (and not as a penalty) in connection with said loss of good will, \$100.00 per hour for each hour that such failure shall continue, to a maximum of \$1,500.00 per 24-hour period. Such payment of liquidated damages shall continue from the date of the breach through the earlier of the date such breach is cured or the date of termination of this Agreement.

#### **17.6.2 Sanitation and Safety**

- a. In the event Manager fails to receive a Passing Grade for any Food Service Facility on any Sanitation Review as provided in Section 4.3.2, then Manager shall notify the Authority within 24 hours and shall promptly prepare and submit to the Authority an action plan to address and correct the problems noted in the Sanitation Review. Manager shall use its best efforts to cause an additional Sanitation Review of any non-passing Food Service Facility (a “Re-Inspection”) to be performed within ten (10) days (or as soon as possible thereafter) at Manager’s sole cost (which cost shall not be a Direct Operating Cost).
- b. If Manager fails to receive a Passing Grade for each Food Service Facility on any Re-Inspection, then Manager shall notify the Authority within 24 hours and shall promptly prepare and submit to the Authority an additional action plan to address and correct the problems noted in the Re-Inspection. Manager shall use its best efforts to cause an additional Re-Inspection to be performed within ten (10) days (or as soon as possible thereafter) at Manager’s sole cost (which cost shall not be a Direct Operating Cost). Manager shall continue to submit action plans and schedule Re-Inspections in accordance with this Section 17.6.2 until Manager receives a Passing Grade for each Food Service Facility.

- c. Manager acknowledges and agrees that the failure to perform the Services and maintain the Service Areas in a safe and sanitary manner in accordance with the terms of this Agreement will cause the Authority substantial damages, a portion of which may be ascertainable, but another portion of which, relative to loss of Service to the Clients and users of McCormick Place and the loss of good will, might be difficult or impossible to quantify. Accordingly, the parties have agreed that if Manager fails to receive a Passing Grade for each Food Service Facility on any Re-Inspection in accordance with this Agreement at any time during the Term then, in addition to all other remedies available under this Agreement, at law or in equity, Manager shall pay to the Authority, as liquidated damages (and not as a penalty) in connection with said loss of good will, \$5,000.00 for each such failure.
- d. Manager shall not be required to schedule any Re-Inspection or pay any penalty under this Section 17.6.2 if Manager reasonably demonstrates that Manager was not responsible for the failure to receive a Passing Grade.

## **ARTICLE XVIII - MBE/WBE REQUIREMENTS; NON-DISCRIMINATION**

### **18.1 Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise Commitments.**

**18.1.1** The Authority has adopted and maintains an affirmative action program that pertains to all of the Authority's contracts. The purpose of the Authority's affirmative action program is to ensure that Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") have the maximum possible opportunity to participate in the Authority's contracts. Accordingly, the Authority has established goals subject to exemption, where Manager has been unable to meet the goals despite having made good faith efforts where there is not sufficient availability of MBEs/WBEs to perform the Services. These goals, which include utilizing subcontractors that have MBE or WBE participation on an equity level if possible, are set forth below for MBE and WBE participation in this Agreement.

**18.1.2** Manager must carefully review its expenditures and include MBE and WBE special conditions in each of its contracts for goods and services where appropriate. Manager will work with the Authority in determining applicability of goals. Manager will designate one or more persons to review contracting opportunities, ensure contractor compliance, and report MBE/WBE payments on a monthly basis to the Authority.

- 18.1.3** For Concessions Operations, concessionaires must include a plan that includes 25% MBE participation and 5% WBE participation for operating costs related to the operations at McCormick Place.
- 18.1.4** For Banquet Operations, 25% of the costs incurred by Manager for the performance of such Services shall be payable to MBE firms, and 5% of the costs incurred by Manager for the performance of such Services shall be payable to WBE firms.
- 18.1.5** Manager shall comply with the Special Conditions Regarding MBE and WBE Commitment set forth in Exhibit E attached hereto and incorporated herein.
- 18.1.6** Manager shall provide monthly MBE/WBE Reports setting forth its compliance with the requirements of this Section 18.1.

## **18.2 Non-Discrimination.**

Throughout the term of this Agreement, Manager agrees as follows:

- 18.2.1** Manager will comply with the Illinois Human Rights Act, 775 ILCS 5/1-101et seq., and the rules and regulations of the Illinois Department of Human Rights (“IDHR”) and all other applicable equal opportunity laws, rules and regulations.
- 18.2.2** Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. Further, Manager will examine all of its job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 18.2.3** If Manager hires additional employees to perform the Services required hereunder, Manager will, in accordance with IDHR’s rules and regulations, determine the availability of minorities and women in the areas from which Manager may reasonably recruit, and Manager will hire in such a way that minorities and women are not underutilized. Manager further agrees to develop and implement a Strategic Diversity and Inclusion Plan that includes goals, objectives and progress measurements designed to affirmatively recruit, develop, retain and promote a diverse and inclusive workforce (including senior staff) and to foster an inclusive work place.
- 18.2.4** In all solicitations or advertisements for employment placed by Manager or on Manager’s behalf, Manager shall state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability or an unfavorable discharge from military service.

- 18.2.5** Manager will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Manager's obligations under the Illinois Human Rights Act, 775 ILCS 5/1-101et seq., and IDHR's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with Manager in its efforts to comply with such Act and rules and regulations, Manager will promptly so notify IDHR and the Authority, and will recruit employees from other resources when necessary.
- 18.2.6** Manager shall submit reports that are required by IDHR's rules and regulations, furnish all relevant information as may from time to time be requested by IDHR or the Authority. Manager shall permit access by IDHR and/or the Authority to all relevant books, records, accounts and work sites necessary to ascertain compliance with the Illinois Human Rights Act and IDHR's rules and regulations.
- 18.2.7** Manager shall include, verbatim or by reference, the provisions of this Section 18.2 in every subcontract it awards under which any portion of its obligations under this Agreement are undertaken or assumed, so that such provisions shall be binding upon each such subcontractor. Manager shall be responsible and liable for compliance with the pertinent provisions of this Section 18.2 by such subcontractors, and, further, Manager shall promptly notify the Authority and IDHR if any subcontractors fails or refuses to comply therewith. In addition, Manager will not utilize any subcontractors declared ineligible by IDHR or the Illinois Human Rights Commission for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- 18.2.8** In the event of Manager's non-compliance with any provision of this Article 18, the Illinois Human Rights Act, or the rules and regulations of IDHR, Manager may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided, in whole or in part, or such other sanctions or penalties may be imposed or remedies invoked as provided at law.
- 18.2.9** The performance of the Services pursuant to this Agreement involves the use of public property and activities which service the public. Manager agrees that in all matters pertaining to the performance of this Agreement it shall, at all times, conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons in accordance with the law, without respect to race, sex, age, color, religion, disability or national origin, and Manager shall comply strictly with all requirements of all applicable federal, state and local laws or regulations issued pursuant thereto designed to assure service for all Clients and guests of McCormick Place without discrimination and to assure access to those Services.

## **ARTICLE XIX - CONFIDENTIALITY**

### **19.1 Statement of Confidentiality.**

- 19.1.1** Except as may be performed in the ordinary course of Manager's business, or as may be required by law or securities exchange requirements during or after the performance of this Agreement, Manager will not publicly disseminate any non-public information regarding this Agreement or the Services without the prior written consent of the Director, which consent will not be unreasonably withheld or delayed.
- 19.1.2** In the event Manager is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents which may be in Manager's possession by reason of this Agreement, Manager shall immediately give notice to the Authority's General Counsel. The Authority may contest such process by any means available to it before such records or documents are submitted to a court or other third party; provided, however, that Manager shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Manager shall require each prospective subcontractor to abide by such restrictions in connection with their respective subcontracts and subcontracts.
- 19.1.3** Except as may be otherwise required by any Federal, state or local Law, statute, ordinance or regulation (including, without limitation, any freedom of information act), or the order of any court of competent jurisdiction, The Authority will use reasonable efforts to maintain the confidentiality of Manager's confidential and proprietary information, where such information has been marked or otherwise is indicated as being confidential. The Authority's efforts in such regard shall be deemed sufficient if it acts to maintain the confidentiality of Manager's information in the same or a substantially similar manner to that in which the Authority acts to protect its own information of a similarly confidential nature.

## **ARTICLE XX - COMPLETION OF CERTAIN DOCUMENTS**

### **20.1 Statement of Business Organization.**

Manager shall complete and submit the Authority's Statement of Business Organization form, which shall be attached as Exhibit F hereto. In the event of any change to the ownership of Manager such that any person acquires an interest, directly or indirectly, of 7.5% or more in Manager, Manager shall promptly disclose such change to the Authority, along with any changes to the officers or directors stated on such Exhibit F. Manager shall cause its subcontractors to complete a Statement of Business Organization form and submit such forms to the Director promptly upon execution of a subcontract with each subcontractors.

## **20.2 Proof of Authority to do Business in Illinois.**

Manager shall furnish such proof of its authority to do business in Illinois including, without limitation, certifications of good standing from the Secretary of State of Illinois and corporate resolutions, or similar documents, evidencing the authority of the persons executing the Agreement on behalf of Manager. Manager shall maintain its corporate existence and its authority to do business in Illinois throughout the Term.

## **ARTICLE XXI - - ASSIGNMENT**

### **21.1 Limitation Upon Manager's Right to Assign this Agreement.**

**21.1.1** Except as may otherwise be expressly provided for herein, Manager may not sell, assign, transfer, convey, pledge, encumber or otherwise transfer all or any part of its rights or interests in or to this Agreement or any subcontract ("Transfer"), or otherwise permit any third party to use the Food Service Areas, without the prior written approval of the Authority (including the approval of any Transfer by the Authority's Board), which approval may be given in the sole and absolute discretion of the Authority, and any such attempted Transfer is hereby declared null and void and shall, in the Authority's option, subject to the terms of Section 17.1 of this Agreement, terminate this Agreement without relieving the Manager of any of its obligations hereunder for the balance of the Term. Any transaction involving the transfer of any ownership interest in the Manager, whether to an Affiliate, subsidiary or otherwise, or the transfer of a controlling interest in any holder of an ownership interest in the Manager or any merger or consolidation of the Manager, shall be deemed a Transfer covered under this Section 21.1. Consent by the Authority to any such Transfer shall not relieve the Manager from obtaining further authorization from the Authority for any subsequent transfer of any nature. This Section 21.1 shall apply to prohibit assignment by a receiver or Trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances shall any failure by the Director to submit any request by the Manager to the Board of the Authority or to take any other action as provided herein be deemed or construed to constitute approval of the Manager's request by the Director or the Board of the Authority. Nothing contained herein shall prohibit, limit or in any manner interfere with the public trading of the publicly traded stock of the Manager.

**21.1.2** Notwithstanding any permitted assignment or Transfer by the Manager of any rights under this Agreement, the Manager shall remain fully liable for all payments due to the Authority under this Agreement and for the performance of all other obligations hereunder.

**21.1.3** Any or all of the requests by the Manager for authorization under this Section 21.1 shall be made in writing and sent to the Director and shall include copies of the proposed documents of Transfer, evidence of the financial condition, reputation and business experience of the proposed transferee, and such other documents as the Authority may reasonably require to evaluate the proposed

Transfer. All documents of Transfer shall completely disclose any and all monetary considerations paid to the Manager in connection with the Transfer. Approval of a Transfer proposed hereunder shall be in the sole and absolute discretion of the Authority and, as a condition thereof, the Authority may require a written acknowledgment from the Manager that, notwithstanding the proposed Transfer, the Manager shall remain fully and completely liable for all obligations of Manager hereunder.

- 21.1.4** If any Transfer of the Manager's interest hereunder shall occur, whether or not prohibited by this Section 21.1, the Director may collect the compensation due hereunder from any transferee of the Manager and, in such event, shall apply the net amount collected to the amounts payable by the Manager hereunder without such action by the Director releasing the Manager from this Agreement or any of its obligations hereunder. If any Transfer shall occur without authorization of the Authority and the Authority collects compensation from any transferee of the Manager and applies the net amount collected in the manner described in the preceding sentence, such actions by the Authority shall not be deemed to be waiver of the covenant contained in this Section or constitute acceptance of such transferee by the Authority.
- 21.1.5** The Authority, upon the Manager's written request therefore may, but shall in no event be required to, consent in writing to the Transfer of any ownership interest in the Manager or of the Manager's interest in and to this Agreement, provided that such Transfer is made only to an entity of which all of the ownership interests are either at least sixty-seven percent (67%) owned by the Manager, or at least sixty-seven percent (67%) owned by the owners of all of the ownership interests in the Manager, and by each of such owners; provided, however, that the Manager shall remain in compliance with Article 18 of this Agreement after giving effect to such Transfer.
- 21.1.6** Any costs and expenses incurred by the Authority in connection with any prohibited or permitted Transfer shall be borne by the Manager and shall be payable to the Authority.

## **21.2 Authority Right to Assign.**

The Authority expressly reserves the right to assign or otherwise transfer all or any part of its interest hereunder, at any time and to any third party. Upon assignment to any successor or assignee of the Authority's right, title and interest in and to McCormick Place, the Authority shall be forever relieved, from and after the date of such assignment, of any and all obligations arising under or out of this Agreement to the extent said obligations are assumed by such successor or assignee.



## ARTICLE XXII - NOTICES

### 22.1 Notices.

**22.1.1** Any notices or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices shall be deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, on the date of receipt after deposit in the U.S. mails, or otherwise upon refusal of receipt.

**22.1.2** All notices or communications intended for Manager shall be addressed to:

SMG Food & Beverage, LLC  
c/o McCormick Place Complex  
301 E. Cermak Road  
Chicago, Illinois 60616  
Attention: General Manager  
Telephone: 312-\_\_\_ - \_\_\_\_  
Fax: 312-\_\_\_ - \_\_\_\_  
With a copy to:

SMG Food & Beverage, LLC  
300 Conshohocken State Road, Suite 770  
West Conshohocken, PA 19428  
Attention: President  
Telephone: 610-729-7901  
Fax: 610-729-1593

And to:

Stradley Ronon Stevens & Young, LLP  
2600 One Commerce Square  
Philadelphia, PA 19103  
Attention: Steven A. Scolari, Esq.  
Telephone: 215-564-8000  
Fax: 215-564-8120

**22.1.3** All notices or communications intended for the Authority shall be addressed to:

Metropolitan Pier and Exposition Authority  
301 East Cermak Road  
Chicago, IL 60616  
Attention: Director  
Telephone: (312) 791-7500  
Fax: (312) 791-6156

with a copy to:

General Counsel  
Metropolitan Pier and Exposition Authority  
301 East Cermak Road  
Chicago, IL 60616  
Telephone: (312) 791-6074  
Fax: (312) 791-7125

- 22.1.4** Either party may change its address or the individual to whom such notices are to be given by a notice given to the other party in the manner set forth above.

## **ARTICLE XXIII - DISPUTE RESOLUTION**

### **23.1 Step Negotiations.**

The Authority and Manager shall attempt in good faith to resolve all disputes promptly by negotiation, as set forth below. Either the Authority or Manager may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Director and General Manager shall meet at a mutually acceptable time and place within ten (10) Days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Days from the referral of the dispute to the senior executives, or if no meeting of the senior executives has taken place within fifteen (15) Days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 23.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each Party shall bear its own costs for this dispute resolution phase.

### **23.2 Mediation.**

In the event that a dispute having a value of \$200,000 or greater that arises out of or relates to the Agreement or the Services provided hereunder is not resolved in accordance with the procedures set forth in Section 23.1, such dispute shall be submitted to mediation to any of any mutually agreed upon mediator. The mediation shall take place at an agreed location in Chicago, Illinois, unless otherwise agreed to by the Parties. If the mediation process has not resolved the dispute within thirty (30) Days of the submission of the matter to mediation, or within such longer period as the parties may agree to, the dispute shall be decided by litigation in the jurisdictions set forth in Section 24.5. Each Party shall bear its own costs for this dispute resolution phase.

## ARTICLE XXIV - GENERAL PROVISIONS

### 24.1 Bookings.

In addition to all other rights not expressly conveyed herein, the Authority retains the exclusive right to contract or permit others to use McCormick Place, subject only to Manager's exclusive right and duty to provide the Concession and Banquet Operations required hereunder to those contracted and permitted to use McCormick Place. Manager shall market Concession Operations in McCormick Place in accordance with this Agreement but shall not have the power to contract or otherwise permit others to use McCormick Place, except as may be expressly provided herein, and shall not represent that it has such power.

### 24.2 Counterparts.

This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one and the same Agreement.

### 24.3 Amendments.

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the Authority and Manager. The Director may execute such amendments without further action by the Authority's Board provided that such action does not: (a) extend the Term beyond any renewal provided for herein; (b) decrease any sums payable by Manager to the Authority other than such decreases as may be expressly provided for herein; (c) expand the Food Service Areas in any manner other than those expressly provided herein; or (d) otherwise materially alter the terms and conditions set forth in this Agreement. No review or approval by the Authority pursuant to the terms and conditions of this Agreement shall constitute a modification of this Agreement, except to the extent that such review or approval expressly provides that it constitutes such a modification, nor shall any review or approval excuse Manager from compliance with the requirements of this Agreement and any applicable Law, ordinance or regulation.

### 24.4 Compliance with All Laws.

Manager, its officers, agents and employees shall comply with all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, "Laws") applicable to Manager's obligation to provide the Services hereunder, including Title III of the Americans with Disabilities Act (the "ADA") and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this 24.4 or elsewhere in this Agreement shall, however, require Manager to undertake any of the foregoing compliance activity, nor shall Manager have any liability under this Agreement therefor, if such activity requires any Capital Expenditures or FF&E purchases that have been recommended by Manager and the Authority fails to provide funds for such Capital Expenditures and FF&E purchases pursuant to this Agreement. Furthermore, Manager shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Food Service Areas to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user of the Food Service Areas.

#### **24.5 Governing Law.**

This Agreement shall be deemed made in the State of Illinois and shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Manager hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Manager agrees that service of process on Manager may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Manager, or by personal delivery on any officer, director, or managing or general agent of Manager. Manager designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Food Service Process," as Manager's agent in Chicago, Illinois, to receive on Manager's behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by Manager to the City of the name and address of a new Agent for Food Service of Process who works within the geographical boundaries of the City. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against Manager in the courts of any other jurisdiction. If any action is brought by Manager against the Authority concerning this Agreement, the action can only be brought in those courts located within the County of Cook, State of Illinois.

#### **24.6 Severability.**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement shall in any circumstance be prohibited by or invalid under applicable Law, such provision shall be severable and deemed to be ineffective, only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of said provision in other circumstances.

#### **24.7 Contract Only.**

This Agreement creates a contract only and Manager acknowledges that Manager does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Food Service Areas by virtue of this contract or Manager's use of the Food Service Areas pursuant hereto.

#### **24.8 Approval.**

Whenever this Agreement requires the approval or consent of the Authority or Manager, such approval shall not be unreasonably withheld or delayed; provided, however, that this requirement shall not apply to those provisions in which the Authority is given the right, in its sole discretion, to grant approvals or consents, make decisions or take actions.

#### **24.9 Successors and Assigns; No Third-Party Beneficiaries.**

This Agreement shall inure to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; provided, however, nothing contained in this Section 24.9 shall constitute approval of an assignment or other transfer by Manager not otherwise permitted herein. Nothing in this Agreement, express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, third-party beneficiary or liability under or by reason of this Agreement, unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Manager for the performance of the Services associated and pertinent to this Agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the Authority.

#### **24.10 Entire Agreement.**

This Agreement, together with all Exhibits, contains all the terms, covenants, conditions and agreements between the Authority and Manager relating in any manner to the use and occupancy of the Food Service Areas and otherwise to the subject matter hereof. No prior or other agreement or understanding pertaining to the same shall be valid or of any force and effect, and this Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the Authority or anyone acting for or on the Authority's behalf, either orally or in writing, have induced Manager to enter into this Agreement, and Manager acknowledges, represents and warrants that Manager has entered into this Agreement under and by virtue of Manager's own independent investigation.

#### **24.11 Drug and Alcohol Policy.**

During the term of the Agreement, the Authority and its employees and agents, the subcontractors and vendors and their employees, assigns or otherwise, shall comply with a drug and alcohol policy that states, in similar terms and conditions the following:

It is the policy of the Manager to provide a work environment that is free from the use, consumption, possession, sale or distribution of illegal drugs or alcohol and from the misuse of legal drugs on the Food Service Areas, including vehicles used while performing the Services. Accordingly, the Manager requires that employees, subcontractors alike will be subject to testing to determine the presence of illegal drugs, alcohol or inappropriately used legal drugs while performing the Services. Consumption of alcohol during employee breaks or lunch is strictly prohibited. Employees must be fit for duty and not be under the influence of alcohol or controlled substances (without a valid prescription for the controlled substances) when employees are performing the Services.

At a minimum, Manager's policy shall include reasonable testing procedures and compliance with all other Laws. Further, Manager is responsible for performing any testing requested by the Authority, for providing all required reports to any government agency, and for any costs associated with preparing and performing such tests and reports. Such drug and alcohol policy shall also be subject to the provisions and not be in violation of those rules and regulations enforced by the union agreements relating to services performed at McCormick Place. In the event there is a discrepancy between the Authority's and the unions' policies, the Authority and Manager shall meet and come to a mutually agreeable policy that conforms with those requirements of the unions.

#### **24.12 Waiver.**

No delay or forbearance on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. No waiver shall be effective unless made in writing and executed by the party to be bound thereby. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both.

#### **24.13 Authority of the Authority's Director.**

Unless otherwise expressly stated herein, any consents and approvals to be given by the Authority hereunder may be made and given by the Director or by such other person as may be duly authorized by the Authority. In the event any obligation of this Agreement requires the taking of any action, including the conduct of meetings, submittal of reports or documents or any other activity, and the manner and/or timing of such action is not herein detailed, the action shall be taken in the manner and at such times as reasonably required by the Director.

#### **24.14 Public Announcements.**

Except as required pursuant to any Federal or state laws, or governmental regulations, none of the parties hereto will make, or authorize any third party to make, any public announcement of the matters referred to herein without the prior written approval of the other party.

#### **24.15 Non-Interference with Operation of McCormick Place.**

Manager, by accepting this Agreement, expressly agrees for itself and its successors and assigns that it will not make use of the Food Service Areas in any manner that might interfere with the operations of McCormick Place or to the public generally.

#### **24.16 Cooperation with Successor Consultants.**

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

#### **24.17 Relationship of Parties.**

Nothing contained in this Agreement is intended to create or establish any relationship other than that of the Authority and Manager, and nothing herein shall be construed to create or establish any partnership, joint venture, association or organizations of any kind between the Authority and Manager or to make Manager the representative, employee, partner or agent of the Authority for any purpose whatsoever.

#### **24.18 No Personal Liability.**

No elected or appointed official, agent or employee of the Authority shall be charged personally or held contractually liable by or to Manager, or any assignee, subcontractor, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

#### **24.19 Joint and Several Liability.**

In the event that Manager, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then in that event each and every obligation or undertaking herein stated to be fulfilled or performed by Manager shall be the joint and several obligation or undertaking of each such individual or other legal entity.

#### **24.20 Survival.**

Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration. Except as otherwise provided in this Agreement, any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive any termination of this Agreement. Any express statement of survival contained in any Section shall not be construed to affect the survival of any other Section, which shall be determined pursuant to this Section.

#### **24.21 Materiality of Terms and Provisions of Agreement.**

Each of the parties acknowledge that all of the rights and obligations of the parties contained herein constitute material inducements for entering into this Agreement, irrespective of whether any such rights or obligations are specifically identified as a material inducement, highlighted by capitalization or otherwise more prominently set forth herein vis-a-vis any other right or obligation.

#### **24.22 Offsets and Credits.**

Notwithstanding anything contained herein to the contrary, in the event Manager is entitled to any offsets or credits under this Agreement which it has not realized at the time of termination of this Agreement, such outstanding offset or credit amount shall be paid by the Authority to Manager within a reasonable period (not to exceed thirty (30) days) following termination of this Agreement.

IN WITNESS WHEREOF, the Authority and Manager have executed this Agreement in Chicago, Illinois as of the date first set forth above.

**METROPOLITAN PIER AND  
EXPOSITION AUTHORITY**

DocuSigned by:  
*Larita Clark*

By:

874FCCA3C7D14B7  
**Larita D. Clark**  
Chief Executive Officer

DocuSigned by:  
**Approved as to Form and Legality**

*Matthew Simmons*

658C32DC1D344F0...  
**Authority Counsel**

**SMG FOOD AND BEVERAGE LLC d/b/a**

DocuSigned by:  
**SAYOR**  
*Mark Rozells*

By:

03535F090C7A4CD...  
Mark Rozells



## **EXHIBIT A FOOD SERVICE AREAS**

### **1.1 THE SOUTH BUILDING - SCHEDULE I TO EXHIBIT A**

- 1.1.1 Ballrooms:** The South Building contains two (2) ballrooms
  - A. Grand Ballroom (S100) - 33,740 square feet and seats 2,249 people for banquets
  - B. Vista Ballroom (S406) - 21,365 square feet and seats 1,424 people for banquets
  
- 1.1.2 Meeting Rooms:** The South Building contains thirty-nine (39) meeting rooms on three (3) different levels of the building.
  
- 1.1.3 Show Floor:** The South Building show floor features 840,000 square feet of exhibit space.
  
- 1.1.4 Permanent and Portable Concessions on the Show Floor:** Concession Operations are required on the show floor during show activity and may be provided at Café A1 and A2 located on raised platforms within the South Building and from three (3) concession stands located on the north and south ends of the show floor. The halls must also be served by portable Concession Operations upon request by the Authority or a Client.
  - A. A permanent coffee stand located on Level 2.5 of the Grand Concourse
  - B. The Plate Room Food Court – multi-cuisine food court
  - C. The Fine Print Restaurant – Employee Cafeteria
  - D. Bar South and Café South – Located in the S-100 Level, currently used for Catering Staging and Building storage
  
- 1.1.5 Kitchens and Loading Docks:**
  - A. One (1) Main Kitchen
  - B. One (1) Banquet Kitchen
  - C. One (1) Loading Dock
  
- 1.1.6 Offices:**
  - A. Two (2) Chefs' Offices
  - B. One (1) Receiving Office
  - C. One (1) Restaurant Manager Office
  - D. One (1) Stewarding Office
  - E. Two (2) Banquet Offices
  - F. One (1) Food Court Office

### **1.2 THE NORTH BUILDING – SCHEDULE II TO EXHIBIT A**

- 1.2.1 Ballrooms:** None.
  
- 1.2.2 Meeting Rooms:** The North Building contains twenty-nine (29) meeting rooms on three (3) different levels of the building.
  
- 1.2.3 Show Floor:** The North Building features over 700,000 square feet of exhibition space with show floors on two (2) levels.

- 1.2.4 Permanent and Portable Concessions on the Show Floor:** Concession Operations are required in the Grand Concourse Lobby, on the show floor and in permanent locations in Halls B1, B2, C1 and C2 during show activity. The halls must also be served by portable Concession Operations upon request by the Authority or a Client.
- A. Starbucks (Franchisee)
  - B. McDonald's (Retail Food Licensee)
  - C. Café North – “grab and go” dining- Concession Stand at the back of B Hall, currently used only for Catering and Portable Concession staging.
  - D. 23<sup>rd</sup> Street Café
  - E. Jamba Juice
  - F. A Semi-permanent grab and go location on level 2. Used as a Portable Cart Staging area on and as needed basis.
- 1.2.5 Loading Docks:** One (1) McDonald's and Connie's shared loading dock
- 1.2.6 Retail Food Licensees** – The manager will represent the interests of the Authority for the following permanent locations; however, the spaces will be licensed to the named Retail Food Licensee:
- A. McDonald's – Retail Food Licensee
  - B. Connie's Pizza – Retail Food Licensee
  - C. Ryba's – a confectionary – Retail Food Licensee- on Level 2.5

### 1.3 THE LAKESIDE CENTER – SCHEDULE III TO EXHIBIT A

- 1.3.1 Ballrooms:** The Lakeside Ballroom (E364) is 44,715 square feet and seats 2,981 people for banquets.
- 1.3.2 Meeting Rooms:** The Lakeside Center contains 40 meeting rooms on three (3) different levels of the building.
- 1.3.3 Show Floor:** The Lakeside Center features over 583,000 square feet of exhibition space with show floors on two (2) levels.
- 1.3.4 Permanent and Portable Concessions on the Show Floor:** There are no permanent concession locations on the show floor in Halls D1, D2 and E of Lakeside Center, and they are serviced entirely by portable Concession Operations. Concession Operations are also required on the Level 2 Lobby in front of the Arie Crown Theatre to service patrons of the theatre before shows and during intermission. Concession Operations must also be offered on Level 3 East Outdoor Terrace during certain summer Events when weather permits and upon request of the Authority or a Client.
- A. Bistro 23 – panini and other sandwiches
  - B. Lake Side Café – pizza, sandwiches and salads
- 1.3.5 Kitchen:** One (1) Main Kitchen
- 1.3.6 Offices:**
- A. Two (2) Offices in Main Kitchen
  - B. One (1) Chef's Office
  - C. Seven (7) Offices for Sales, Catering, General Manager and Director of
  - D. Operations
  - E. One (1) Finance Office

F. One (1) Cash Room

**1.3.7 Outdoor Space:** The Lakeside Center Outdoor Terrace is used for receptions and outdoor concessions on the Level 3 terrace facing Lake Michigan.

#### **1.4 THE WEST BUILDING – SCHEDULE IV TO EXHIBIT A**

**1.4.1 Ballrooms:** The West Building Ballroom (E364) is 103,760 square feet and can be divided into 5 separate sections varying in size from 16,859 to 29,387 square feet.

**1.4.2 Meeting Rooms:** The West Building contains 61 meeting rooms on 2 different levels of the building.

**1.4.3 Show Floor:** The West Building features 470,000 square feet of exhibition space with the show floor on one (1) level.

**1.4.4 Permanent and Portable Concessions:** Concession Operations are required within Hall F, which may be served by portable Concession Operations, and from the Overlook Cafe located on raised platforms and from other permanent concession stands located at each end of the show floor. Hall F must also be served by portable Concession Operations upon request by the Authority or a Client. Concessions may also be offered at the West Building Rooftop Garden during certain summer Events when weather permits and upon request of the Authority or a Client.

- A. La Brea Sandwiches and Soup
- B. Starbucks Coffee House
- C. West Building Food Court – multi-cuisine food court
- D. Coffee café station (Level One)
- E. 270 degrees –space is used for VIP functions and Event Client catering and meetings.

**1.4.5 Kitchens and Loading Docks:**  
A. One (1) Catering Kitchen – Level 3  
B. One (1) Loading Dock – Level 1  
C. One (1) Commissary Warehouse

**1.4.6 Offices:**  
A. Two (2) Receiving Offices  
B. One (1) Manager Office  
C. One (1) Food Court Office – Level 2  
D. One (1) Finance Office  
E. One (1) Count Room

**1.4.7 Outdoor Space:** The West Building Rooftop Garden is approximately 8,000 square feet and may be utilized for receptions for up to 800 people.

#### **1.5 The Wintrust Arena – Schedule V to Exhibit A**

**1.5.1 Catering Spaces:** There are a number of areas throughout the building where catering of food and beverage must be supplied at the request of the Authority or Client.  
A. Courtside Lounge on the Event Floor  
B. Club Lounge on the Main Concourse Level

- C. Suites, (11 locations) on the Upper Concourse Level
- D. Suites, (11 locations) on the Suite Level

**1.5.2 Meeting Rooms: None**

**1.5.3 Show Floor: None**

**1.5.4 Permanent and Portable Concessions:** Concessions operations are required on the Main Concourse and Upper Concourse levels which may be served from permanent concession stands located on each floor or from portable concession stands. Two bar locations (permanent or temporary) on the Main Concourse must also be operated at the request of the Authority or Client.

- A. **Pizza and Grill Concessions (3 Locations) ‘Cermak Grill’**
- B. **BBQ (4 Locations) ‘Motor Row Q’**
- C. **General Concessions (3 locations) 21<sup>st</sup> ‘Street Express’**
- D. **Miller Coors Bars (2 Locations) TBD**

**1.5.5 Kitchen and Loading Docks:**

- A. Warehouse and Cold Production Kitchen
- B. Hot Production/ Finishing Kitchen
- C. Suite Catering Staging Pantry, Upper Concourse
- D. Suite Catering Staging Pantry, Suite Level

**1.5.6 Offices:**

- A. One (1) Cash Room- Event Floor

## **EXHIBIT B SCOPE OF SERVICES**

### **1.1 Scope of Services**

Except for Retail Food Licensees and the banquet services described in Section 1.3.1(B), the Manager shall be the *exclusive* provider of all food and beverage services at McCormick Place including, but not limited to, Banquet Operations and Concession Operations, and all special event services not otherwise specifically excluded; and shall also manage the Authority's interest and direct all Retail Food Licensees who may bring specific branded, thematic, or other specialty food and beverage services to McCormick Place. Subject to Section 2.1.4 of the Agreement, Manager shall also provide food and beverage services for Marriott and Hyatt events when they are using McCormick Place. Excluded activities include the following:

- A. Food and beverage distributed by exhibitors under a facility approved policy for sampling.
- B. Food and Beverage brought into the facility as part of the facility defined "Personal Consumption Policy."

### **1.2 Standard of Performance**

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

### **1.3 Food and Beverage Services**

The sale of all products and the performance of all Services will be subject to the approval of the Authority. All Services must be performed in a first-class manner demonstrating the highest level of customer service and product quality. In connection with the Services, the Manager shall be responsible for the following, without limitation:

- A. Ordering, receiving and storing all food and beverage products, supplies and equipment;
- B. Moving food and beverage products, supplies and equipment to the storage and preparation areas or to the designated Event or other McCormick Place location;
- C. Preparing and serving all food and beverage for guests;
- D. Cleaning all areas used in preparing, storing, transporting and serving food and beverage; and
- E. Managing and overseeing all food and beverage outlets.

The Manager must provide the Services in the form of Banquet Operations and Concession Operations of the nature and in the locations set forth herein. If the Authority adds facilities to McCormick Place not contemplated herein, the Authority reserves the right to renegotiate with the Manager a contract for Services in the new facilities.

#### **1.3.1 Banquet Operations**

This hosted service requires constant and timely attention to ensure product quality and customer service to the Clients of the Authority. Except as otherwise provided herein, the Manager has the limited exclusive right to provide the Banquet Operations at McCormick Place in locations that are outlined below in "Required

Locations" and in any other space not listed below but which, during the Term of the Agreement, may be designated by the Authority as an additional location for Banquet Operations.

**A. Required Locations.** Banquet Operations will be required in the following locations: ballrooms, show floors, meeting rooms, exhibit booths, permissible outdoor spaces and any other space designated by the Authority, and as further detailed in Exhibit A. Banquet Operations in exhibitor booths on the show floor include food and beverage being delivered, setup, and served based on a "Booth Service Menu," which will be developed by the Manager and subject to the approval of the Authority. This service may range from an elaborate meal to a simple coffee service and is available for all Events. Banquet Operations must also be provided in the following specific locations, each of which is used for public and trade shows. Banquet Operations are not limited to these locations.

(i) ***The South Building***

(a) **Ballrooms:** The *Grand Ballroom* (S100) is 33,740 square feet and seats 2,249 people for banquets. The *Vista Ballroom* (S406) is 21,365 square feet and seats 1,424 people for banquets.

(b) **Meeting Rooms:** The South Building contains 39 meeting rooms on 3 different levels of the building.

(c) **Show Floor:** The South Building show floor features 840,000 square feet of exhibit space. As a point of reference, the largest banquet served on the show floor in this building was for 12,000 people.

(ii) ***The North Building***

(a) **Ballrooms:** None located in the North Building.

(b) **Meeting Rooms:** The North Building contains 29 meeting rooms on 3 different levels of the building.

(c) **Show Floor:** The North Building features over 700,000 square feet of exhibition space with show floors on two levels.

(iii) ***The Lakeside Center***

(a) **Ballrooms:** The *Lakeside Ballroom* (E364) is 44,715 square feet and seats 2,981 people for banquets.

(b) **Meeting Rooms:** The Lakeside Center contains 40 meeting rooms on 3 different levels of the building.

(c) **Show Floor:** The Lakeside Center features over 583,000 square feet of exhibition space with show floors on two levels. As a point of reference, the largest reception served on the show floor in this building was for 13,000 people.

(d) **Outdoor Space:** The *Lakeside Center Outdoor Terrace* is used for receptions and outdoor concessions on the Level 3 terrace facing Lake Michigan. As a point of reference, the largest outdoor reception was for 3,000 people.

(iv) ***The West Building***

(a) **Ballrooms:** The *West Building Ballroom* (W375) is 103,760 square feet and can be divided into 5 separate sections varying in size from 16,859 to 29,387 square feet.

(b) **Meeting Rooms:** The West Building contains 61 meeting rooms on 2 different levels of the building.

(c) **Show Floor:** The West Building features 470,000 square feet of exhibition space with the show floor on one level.

(d) **Outdoor Space:** The *West Building Rooftop Garden* is approximately 11,000 square feet and is utilized for receptions for up to approximately 600 people.

(v) ***The Wintrust Arena – See Exhibit A***

(vi)

**B. Banquet Services by Others.** While the Authority generally intends for the Manager to have exclusive rights at McCormick Place to provide all food and beverage products and services, including alcoholic beverages, the Authority reserves the right to engage or contract for outside banquet services for certain Events. The Authority shall possess the ability to designate an alternate food and beverage provider. This outside banquet service shall not sell alcoholic beverages or use Equipment. Subject to Section 2.1.4 of the Agreement, the Authority agrees to limit the use of this option to no more than six (6) times per year.

### **1.3.2 Concession Operations**

Subject to the limitations stated herein, the Manager has the limited exclusive right to provide the Concession Operations at McCormick Place in the manner set forth below. The Concession Operations require constant and timely attention to ensure product quality and customer service to the Clients and guests of the Authority. The Concession Operations include the following: selling food and beverage at restaurants, bars, cafes, fast food outlets, permanent concession areas, portable concession, and in any other spaces not listed below but which, during the Term of the Agreement, may be designated by the Authority as an additional location for Concession Operations. The Authority desires unique, branded (local, regional, and national), and diverse concession facilities to be operated throughout the McCormick Place campus. These will include, but will not be limited to, mobile-thematic, semi-fixed kiosks or other apparatus, fixed kiosks, and fixed foodservice operations. In addition to self-operated concessions operations, the Manager will have the opportunity to operate franchised outlets and will be required to manage all Retail Food Licenses and integrate their operations into a seamless package of concession offerings to customers, contractors, and employees of McCormick Place.

**A. Franchises** – In order to provide greater variety and customer satisfaction and comfort, the Manager may choose to utilize franchise agreements with locally, regionally, or nationally recognized branded food-service operations for the delivery of concession services.

- i. A Franchise will be operated by employees of the Manager.
- ii. The Authority will have final approval over the selection of potential Franchises and all terms of any agreement between the Manager and the grantor of the franchise.
- iii. The Manager will be required to provide any products or services in a manner which is clearly identifiable with the standards established by the grantor of the Franchise.

**Retail Food Licensees** - The Manager shall oversee operations of Retail Food Licensees. The Manager will manage these agreements and will be responsible for ensuring that all terms of the Retail Food Licenses are adhered to fully, manage the daily opening and closing of these contractors to coordinate with the Manager 's offerings, collect required payments from the Retail Food Licensees, remit these payments to the Authority, and soliciting of additional Retail Food Licenses.

**B. Required Locations.** Concession Operations must be provided on the show floors of each building in McCormick Place in permanent and temporary locations designated by the Authority. The designations are based on show schedules, locations, and constraints imposed by the Authority or by show management of an Event. Concession Operations must be provided in the following specific

locations of McCormick Place and must be open during show hours, some move-in and move-out periods, and during other Events designated by the Authority. The Director or his/her designee will work with the Manager to ensure adequate coverage of Concession Operations for each Event. The Director will have final authority in determining which concession locations must be open and operational for each Event. The Authority shall have the right to dictate which concession area(s) must be open and the hours of operation.

(i) **The South Building**

- (a) *Permanent and Portable Concessions on the Show Floor.* Concession Operations are required on the show floor during show activity and may be provided at Café A1 and A2 located on raised platforms within the South Building and from two (2) concession stands located on the south end of the show floor and a grab and go outlet on the north end of the show floor. The halls must also be served by portable Concession Operations upon request by the Authority or a Client.
- (b) A permanent coffee stand located on Level 2.5 of the Grand Concourse
- (c) The Fine Print Restaurant – Employee Cafeteria
- (d) Bar South and Café South – Located in the S-100 Level
- (e) The Plate Room Food Court – multi-cuisine food court

(ii) **The North Building**

- (a) *Permanent and Portable Concessions on the Show Floor.* Concession Operations are required in the Grand Concourse Lobby, on the show floor and in permanent locations in Halls B1, B2, C1 and C2 during show activity. The halls must also be served by portable Concession Operations upon request by the Authority or a Client.
- (b) Starbucks (Franchisee)
- (c) McDonald's (Retail Food Licensee)
- (d) Café North – "grab and go" dining
- (e) 23rd Street Café
- (f) Jamba Juice
- (g) A Semi-permanent grab and go location on level 2. Used as a Portable Cart Staging area on and as needed basis.
- (h) Connie's Pizza restaurant (Retail Food Licensee)

(iii) **The Lakeside Center**

- (a) *Permanent and Portable Concessions on the Show Floor.* There are no permanent concession locations on the show floor in Halls D1, D2 and E of Lakeside Center, and they are serviced entirely by portable Concession Operations. Concession Operations are also required on the Level 2 Lobby in front of the Arie Crown Theatre to service patrons of the theatre before shows and during intermission. Concession Operations must also be offered on Level 3 East Outdoor Terrace during certain summer Events when weather permits and upon request of the Authority or a Client.
- (b) Bistro 23 – panini and other sandwiches



(c) Lake Side Café – pizza, sandwiches and salads

(iv) **The West Building**

- (a) *Permanent and Portable Concessions.* Concession Operations are required within Hall F, which may be served by portable Concession Operations, and from the Overlook Cafe located on raised platforms and from other permanent concession stands located at each end of the show floor. (Please see floor plans attached as Exhibit II.) Hall F must also be served by portable Concession Operations upon request by the Authority or a Client. Concessions may also be offered at the *West Building Rooftop Garden* during certain summer Events when weather permits and upon request of the Authority or a Client.
- (b) La Brea Sandwiches and Soup
- (c) Starbucks Coffee House (Franchisee)
- (d) West Building Food Court – multi-cuisine food court
- (e) Coffee café station (Level One)
- (f) "270 degrees" used for VIP functions and Event Client catering and meetings.

**Portable Foodservice** - The Manager shall be required to provide portable food outlets for McCormick Place events. The Manager may use a combination of self-operated internal and franchise brands as well as Retail Food Licensees to provide specialty items, which can be sold on a case-by-case basis on the show floor or other approved locations. Portable Concession Operations will take the form of both mobile thematic carts and portable kiosks. All such pieces of equipment will be new and custom designed to fit the needs of McCormick Place. Equipment shall be fully outfitted with millwork, special lighting and graphics program, shall be UL and NSF approved, and shall highly merchandise the products being sold to Clients and guests.

**C. Vending Services.** The Manager will be responsible for maintaining a food, snack, and hot beverage vending program at McCormick Place in locations to be designated by the Authority. All revenue from the program will be reported as part of other income and part of Gross Receipts on the financial statement. All soft drink beverage machines under the exclusive beverage sponsorship agreement with the Authority's soft drink sponsor are excluded. These beverage machines are under the direct control of McCormick Place. All revenues from these beverage machines are paid directly to McCormick Place and shall not be counted as Gross Receipts. The Manager may not install any vending machines or devices of any type or kind without the prior written consent of the Director.

**D. Non-Event Related Concession Operations.** The Manager will not be required to operate a Concession Operation on days when there is no event-related activity at McCormick Place. However, during days when there is no event related activity, the Manager, upon notification to the Director, may elect to open a concession location to service McCormick Place licensees, employees, and labor. The decision as to which concession location will be open will be a result of communications between the Authority and the Manager but will be determined by the Authority alone.

### **1.3.3 Hours of Operation.**

The hours of operation for Banquet Operations and Concessions Operations shall be scheduled by the Manager subject to change by the Authority.

## **1.4 Other Services**

### **1.4.1 Coat Check Services.**

The Manager will operate a coat and luggage check similar in quality and service to that of a first-class hotel in the Chicago area. Coat and luggage check may be operated in a permanent location or in an area designated by the Authority and/or show management. The hours of operation will vary based on the Event schedule.

### **1.4.2 Labor Proposal**

Manager shall present a labor plan, including every foodservice management position proposed, for review and approval by the Director by March 31. This list shall include all permanent managers, directors, and supervisors with salary and bonus recommendations for the year if requested by the Director. Once approved by the Director, no portion of the labor proposal may be changed, amended or deleted without the approval of the Director. Due to the changing volume of business, the Authority may permit the Manager to adjust the labor schedule upon written notification from the Director.

### **1.4.3 Cost of Labor Negotiations**

The Director must approve, in advance, the cost of labor negotiations for labor contracts for McCormick Place. If the cost is in direct relation to a negotiation that is specific to McCormick Place, then the Authority will consider this fact prior to determining whether the cost is a Direct Operating Cost or a corporate expense to be paid by the Selected Proposer. The cost of general negotiations that are not specific to McCormick Place operations will not be considered a Direct Operating Cost and must be paid by the Selected Proposer.

## **1.5 Sustainability**

McCormick Place benefits significantly from a reputation as an environmentally conscious facility. The Manager must develop and maintain policies, practices, and procedures which are consistent with a sustainable, environmentally responsible operation. The Manager must minimize the impact of operations on the environment through programs aimed at limiting consumption of non-renewable resources, and encouraging reuse and recycling of waste streams. At a minimum, the Manager will ensure the following:

### **1.5.1 Planning**

Manager is required to submit an annual sustainability plan as outlined in Section 7.2.2 By May 31. Manager will present a final report summarizing all sustainability related activities in the previous year, including ongoing and event specific programs as well as initiatives undertaken during the reporting year by August 31. The report should provide detail on the environmental impact and any additional costs and/or savings related to each program or initiative.

### **1.5.2 Purchasing**

- A. The Manager shall provide recycled/recyclable and compostable and/or biodegradable service ware including, serving containers, flatware, cups,

straws, etc. in concession areas and when using disposable goods in banquet operations. Manager will continue to review these offerings and ensure that all disposable service ware is selected based on cost, quality, and ease of sorting into a desirable diversion stream.

- B. The Manager shall consider the packaging of goods when making purchasing decisions. When selecting items of closely comparable price and quality, preference should be given to goods which are delivered in readily reusable or recyclable packaging and which minimize packaging.
- C. The Manager shall develop a purchasing network of organic and local growers and providers of locally raised meat and fish to meet customer requests for those items. Manager will actively market the availability of these options to customers and may charge a reasonable premium for additional cost in providing these options.
- D. Manager shall consider the efficient use of natural resources when evaluating equipment purchases. When evaluating items of closely comparable price, preference should be given to the equipment which uses resources most efficiently.

### **1.5.3 Waste Minimization and Diversion**

The Manager shall participate in the facility-wide effort to divert waste from landfills through reduction, reuse, and recycling. At a minimum, the Manager shall either work with a waste management company that separates recyclable materials or:

- A. Separate and divert the following streams from landfill waste for back of house areas including all kitchens, warehouse, preparation, and storage areas or other non-public areas utilized by the Manager and for all banquet functions.
  - 1) Recyclables
  - 2) Wood Pallets
  - 3) Grease
  - 4) Compostables
  - 5) General Waste
- B. Provide an effective process to separate and divert the following streams from landfill waste for all public concessions areas at all times.
  - 1) Recyclables
  - 2) Compostables
  - 3) General Waste
- C. Upon request from a facility-contracted show manager, Manager shall provide a separate diversion stream for composting of food product and compostable service ware in public concession areas. In the absence of a practical method to ensure a separate composting stream that can be maintained without attendants, Manager will not be required to set-up separate manned composting streams in public areas unless the requesting show or facility provides attendants or compensates the Manager to provide attendants for this service.
- D. Manager shall not use or allow subcontractors to use any serving container, service ware, or other utensils composed of polystyrene (#6) plastics in the absence of a viable, recycling or reuse program for those materials.
- E. The Manager shall operate and offer to show managers a donation program that matches charitable organizations with excess un-served food that is legally fit for consumption which has been purchased by events, but not consumed. The Manager will be required to report to the facility the name

of the charitable organization(s) receiving donations through the program and the quantity by weight of product donated as well as other agreed upon statistics. Individual show managers can request, and will receive, on an individual event basis, the donation information related to their specific show. Costs related to this service may be passed on to the customer. Additionally, the Manager will be required to report a summary of the aggregate donations on a quarterly basis to the Authority.

#### **1.5.4 Chemicals**

Manager must use non-toxic environmentally friendly cleaning products where available. Any use of cleaning materials which do not obtain Green Seal Certification, or similar certification must be approved in writing by the Director.

#### **1.5.5 Training**

The Manager will provide a defined and documented sustainability training program for relevant employees working on site. This program must contain information on the green practices enacted on site, the benefit of these programs on the environment and local community, and the commitment of the organization to maintain and improve these practices over time. The training will be cost effective and take place through strategically positioned graphic display materials and operational (stand-up) meetings held by all departments.

#### **1.5.6 Resource Conservation**

The Manager will continuously review and evaluate solutions which reduce reliance on non-renewable resources and limit impact on all natural resources. Subject to health and safety guidelines and industry standards implemented in response to the COVID-19 pandemic, Manager will offer the following if requested by the customer:

- A. Beverage services which utilize reusable containers and bulk dispensers (when safe and practical) as an option to individual personal size servings in disposable containers.
- B. Beverage service for banquet operations based on customer request rather than placement of pre-poured beverage services.
- C. Utilization and encouragement of customer use of china, and non-disposable flatware over disposable service ware wherever practical and safe in light of the COVID-19 pandemic.

#### **1.5.7 Sustainability Marketing**

Manager will develop and integrate marketing of sustainability programs into all published materials to encourage customer understanding of Manager sustainability programs and encourage utilization of those offerings and services.

#### **1.5.8 West Roof Top Garden**

Manager shall be responsible for planting, maintaining, and utilizing the produce from a designated food garden space provided by the Authority on the roof of the West Building.

#### **1.5.9 Reporting**

Manager shall report monthly to the Director on the progress of the Food and Beverage operations towards the goals agreed to in the sustainability plan described in Section 7.2.2. This report must be presented in writing and include monthly and

cumulative information on an agreed upon set of metrics as defined in the sustainability plan.

### **1.6 Specialized Offerings**

Manager shall make every effort to provide a diverse range of offerings to meet ever-changing customer requests. The Manager must be able to directly provide at a minimum the following types of specialized food and beverage services:

- A. Organic
- B. Locally grown and raised
- C. No Added Gluten – Manager will be required to provide food prepared with no added gluten. In addition, they will need to be able to provide Gluten Free items, this can be with the assistance of an outside contractor.
- D. Healthy Options in both the banquet and concessions operations.
- E. Vegetarian
- F. Vegan

Additionally, the Manager must either be able to provide directly or engage a sublicense which can provide Kosher or Halal options or full Kosher Catering for requesting events. As dietary recommendations, requirements and preferences change over time, Manager will be required to add offerings to meet these evolving requests through the term of the agreement.

### **1.7 Approval Required**

All Manager Franchise Agreements and Concession Agreements *must* be approved by the Authority prior to working at McCormick Place. All financial terms and conditions to be entered into between the Manager and its respective subcontractors must be approved by the Authority. The Authority reserves the final decision on any prices, portions, menus, and/or concepts.

### **1.8 Reserve Plan**

By March 31, the Manager shall provide a reserve fund plan for the following fiscal year which includes a projection of total expected contributions, and planned expenditures with descriptions of use for the categories below:

- Smallwares
- Equipment inventory and replacement
- Preventative Maintenance and Repair
- Marketing and sales promotions
- Structural modifications
- Funding for other foodservice related activities

Additionally, the Manager will include a five-year projection of major projects with individual values of more than twenty-five thousand dollars (\$25,000) with a focus on potential equipment replacement, improvements in equipment and facilities, and service enhancements.

All reserve fund spending must be approved by the Authority. All structural modifications must be reviewed and approved by the Authority. The Authority reserves the right to manage the design, procurement, and construction of any renovations.

### **1.9 Equipment and Inventory**

### **1.9.1 Equipment Provided**

The Authority owns all kitchen equipment, Smallwares, banquet equipment, concession equipment and supplies, restaurant equipment, bar equipment (fixed and portable), office equipment and furniture, cash register systems (Quest) and portable, computer hardware and computer software.

### **1.9.2 Inventory**

The Manager shall ensure that there is an inventory of Equipment and Smallwares adequate to provide the Services to the Clients and guests of McCormick Place at all times. The Manager must conduct a complete inventory of all Equipment and Smallwares and provide that inventory to the Authority no later than December 31st . Copies of the inventory shall be subject to the approval of the Director as to the type and similarity to that replaced.

- A. The Authority has provided an inventory of Smallwares, banquet equipment and fixed kitchen equipment and supplies to meet the present needs of McCormick Place. The Manager is responsible for maintaining the inventory at the accepted par level.
- B. Replacements and additions are paid for from the Reserve Fund if adequate funds are available. If adequate funds are not available, the replacement or addition of inventory shall be paid as a Direct Operating Cost. The Manager will make recommendations as to the expected cost of maintaining the inventory at par level.
- C. Manager shall develop an inventory system and submit a long-term plan for asset management, including preventative maintenance/repair and replacement of capital equipment. Costs to count and manage the inventory and repair and replace equipment will be paid from the Reserve Fund.

### **1.9.3 Equipment Cleanliness and Appearance**

The Manager must keep all Equipment, furniture, kitchen locations and other supplies in well maintained and clean condition, and the Director shall have the right to object to the appearance and condition of all kitchens, preparation areas, serving areas, receiving docks, storage facility and other locations used by the Manager to provide the Services contemplated hereunder.

### **1.9.4 Equipment and Safety**

The Manager will be responsible for maintaining the Equipment in safe operating condition. Any Equipment that is damaged or is not functioning properly should be repaired or replaced as soon as possible with Authority approval. No Equipment shall be disposed of without the prior consent of the Authority.

## **1.10 Insurance**

The Manager must maintain the types of insurance coverage described in Required Form G "Insurance Requirements." Each Proposal must be accompanied by independent written documentation of the Proposer's ability to procure all of the stipulated insurance from reputable commercial sources in the amounts, coverage, scope and form set forth in Required Form G.

## **1.11 Compliance**

### **1.11.1 Liquor Requirements**

Throughout the Term of the Agreement the Manager, at its own expense, will be required to secure and maintain all liquor licenses necessary for the required Services. This will include, but not be limited to, licenses for catering, concessions, mobile carts, and restaurant locations. There are presently eleven (11) liquor licenses at McCormick Place and three (3) at Wintrust Arena. All personnel involved in dispensing or serving liquor must be fully trained and certified through an educational alcohol selling and servicing program such as the "TIPS Program" or another similar alcohol dispensing program.

### **1.11.2 Sanitation Requirements**

A. The Manager shall be responsible for ensuring that the Services and all facilities under the operational jurisdiction of the Manager satisfy all public health and sanitation standards and requirements as established by the Authority and City, State, and/or Federal Laws. All management personnel must be certified in sanitation and food handling and satisfy all City, State and Federal Laws.

B. The Manager shall be responsible and shall set aside sufficient funds for cleaning and sanitation of all areas utilized for production and service for the Banquet and Concession Operations.

C. To the extent that the Manager does not have the requisite expertise to perform the cleaning services, the Manager may, and the Authority strongly encourages the Manager to, contract with an outside cleaning company of its own choosing to provide such services. The cost of such services shall be a Direct Operating Cost.

D. The Manager shall provide to the Authority a detailed cleaning plan and maintenance schedule.

E. The Manager shall be responsible for and consider all cleaning and sanitation costs and expenses for the following:

- (i) All food pods / concession seating areas (during active periods) / kitchens / freezers and refrigerators and coolers
- (ii) All restaurant outlets / food courts / seating areas / back of house areas
- (iii) All kitchens / storage spaces / Equipment
- (iv) All docks / trash compactors / receiving areas specific to food service
- (v) All banquet spaces / corridors / staging areas for foodservice
- (vi) Any space 50 feet from Banquet Operations or Concession Operations while in operation.
- (vii) All service elevators used exclusively in transporting food and beverage

## **1.12 Miscellaneous**

### **1.12.1 "D/B/A" Designation**

The Authority reserves the right to designate the name under which the Manager will provide Services to McCormick Place. The approved name shall remain the property of the Authority.

### **1.12.2 Parking**

The Authority will provide to certain employees of the Manager parking spaces (subject to availability) at McCormick Place at a discount off of the published rates in effect at the time of such usage. The Authority reserves the right to modify at any time the rate, including charging full value for the parking spaces, and it

reserves the right to limit at any time the number of spaces available to the Manager.

### **1.12.3 Facilities, Premises and Computers**

The Authority will provide the Manager with office space, office furniture, office equipment, computer hardware, booking/scheduling software, and the standard office software at the Authority's cost. The Manager must use the booking/scheduling software. If requested by the Authority, the Manager will be responsible for migrating their Banquet Event Order process from a stand alone database to the facility's Event Management Software. While the Manager will be responsible for the cost of all software required to perform its Services, the Authority has the exclusive right, but not the obligation, to approve, install, and configure all software loaded on or hardware attached to the Authority's computers. Subject to any restrictions stated in the Agreement, the Manager will have use of various facilities designated by the Authority including, but not limited to, receiving docks, the main kitchens, the warming kitchens, the permanent concession stands, and other premises to be identified by the Authority. The Manager is responsible for preserving and transferring all licenses and data used and created in its operations to ensure that MPEA or any successor has access to and may benefit from such data.

### **1.12.4 Appearance of Food and Beverage Areas**

The Director will have the right to object to the appearance and condition of the receiving docks, storage facilities, kitchens, preparation areas, and serving areas, and the Manager will be expected to remedy the appearance and condition immediately.

### **1.12.5 Authority Provided Services**

#### **A. Pest Control:**

The Authority provides a complex-wide pest control program. The Manager will participate and assist in the maintenance of the program through excellent sanitation practices. There may be occasions when the Manager may elect to provide additional measures for controlling rodents, birds, and other pests in the foodservice designated areas. Expenses related to Manager provided pest control are Direct Operating Costs.

**B. Utilities:** Authority shall furnish pursuant to the grant of rights under this Agreement, to Manager all existing utility lines and plumbing fixtures, including hot and cold water lines and electric lines, stubbed in to the Food Service Areas, and all necessary heat, ventilation, air conditioning, hot and cold water, gas and electricity, exterior window washing and re-lamping services adequate to enable Manager to operate and utilize all fixtures and equipment used in performing the Food Services. Manager will be responsible for paying for electrical usage and the cost of installing and removing temporary electrical services as defined in Section 7.3 of the Agreement.

**C. Labor:** The Authority will provide various labor and services to the Manager during the Term such as, but not necessarily limited to telecommunication, electrical, plumbing and other services in relation to Banquet and Concession Operations. The actual costs for these services shall be invoiced by the Authority and paid by the Manager as Direct Operating Costs.



### **1.12.6 Energy Management**

The Manager will be expected to practice sound energy management and cooperate with the Authority Energy Management Program.

## **EXHIBIT C**

### **THIRD PARTY SANITATION REVIEWS**

Pursuant to section 4.3.2 of the Agreement, a third party will conduct unannounced quarterly inspections using the attached criteria.



# EVERCLEAN AUDIT KEY

## SECTION I – Major Criticals

Immediate training will be provided whenever any of the subcategories in Section I are marked.

### FOOD TEMPERATURES/ PROTECTION

1	<b>Holding of Potentially Hazardous Foods 60-129°F</b>  <b>Multiple Systems Breakdown Holding PHF in the Danger Zone</b>	<p>Two or more holding/storage units are failing and have PHF in the danger zone .</p> <p><b>Example:</b> Line drawers are malfunctioning and holding food at 44°F and walk-in unit is storing foods at 43°F. Or, reach-in is holding food at 45°F and steam table is holding food at 133°F.</p> <p><b>Note:</b> Less obvious PHF's are sprouts, garlic in oil, undercooked bacon, many ranch dressings, guacamole, and sliced melons.</p> <p>Remember the term "FAT-TOM". Bacteria need <b>F</b>ood, <b>l</b>ow <b>A</b>cid, <b>T</b>ime, <b>T</b>emperature, <b>O</b>xxygen, and <b>M</b>oisture to grow.</p> <p><b>Note:</b> This category is <b>not</b> to include receiving, prep, or serving temperatures observed in the zone 42-59°F or 130-139/134°F. This should be deducted at Section 2, #14.</p>
2	<b>Improper Cooking</b>	<ul style="list-style-type: none"> <li>• Pork, Fish and whole muscle beef must be cooked to 145°F</li> <li>• Ground meat must be cooked to 155°F</li> <li>• Poultry and stuffed foods must be cooked to 165°F</li> </ul> <p><b>Note:</b> Food items that are requested under-cooked (hamburgers cooked rare to medium) may be cooked to any temp if requested by or disclosed to the customer.</p>
3	<b>Improper Reheating</b>	<p><b>Note:</b> Food from a hermetically sealed container can be "heated" to 140/135°F before hot holding.</p> <ul style="list-style-type: none"> <li>• Reheating for hot holding: 165°F for 15 seconds, rapidly within 2 hours.</li> <li>• Reheating for immediate service: any temperature.</li> </ul>
4	<b>Improper Cooling</b>	<p><b>Note:</b> PHFs must be cooled from 140/135°F to 70°F within two hours, and from 70° to 41°F in four hours thereafter.</p> <ul style="list-style-type: none"> <li>• Use ice sticks and/or ice baths.</li> <li>• Spread food in a shallow pan &lt; 2" deep.</li> <li>• Separate food into smaller portions.</li> <li>• Add ice as an ingredient, if applicable.</li> <li>• Use containers that facilitate heat transfer.</li> <li>• Use rapid cooling equipment, when available.</li> </ul>
5	<b>Adulterated Food/Approved Source</b>	<p><b>Examples:</b> Dangerous foreign object in food (band aid/glass). Co-mingling shellfish (includes co-mingling species, bay, harvest date). Insect contaminated product. Marinating spoiled meat or dipping spoiled meat in blood to conceal spoilage. Excessive food additives. Blood pooled on ready-to-eat food from meat above. Refrigerator condensation leaking into ready-to-eat food.</p>

### EMPLOYEE PRACTICES

6	<b>Disease Transmission-Productive Wound</b>  <i>* If observed, contact supervisor immediately.</i>	<p><b>Examples:</b> Handling food with bandage but without food-handlers' gloves. Open sores on hands of personnel handling food. Persistent runny nose requiring frequent wiping. Coughing or sneezing in food preparation area. Productive wound on hand or less than healed burn/ wound on hand or arm that is not bandaged &amp; gloved.</p>
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7	<b>Handwashing Infraction</b>	<p><b>Examples:</b> Personnel who handle food, equipment, linen or utensils after: using the restroom, first arriving to work, sweeping the floor, changing duties, changing from raw food to ready-to-eat, eating, coughing, touching their body, or touching the bottom of a box, without first washing hands.</p> <p><b>Note:</b> When supplies are not available on site, Section 1, #7 only will be marked. If the dispenser is empty but can be refilled, Section 2, #23 will be marked.</p> <p><b>Note:</b> If dispenser is empty, points are deducted at Section 2 (#23)</p> <p><b>Note:</b> If towels / soap are "on" the dispenser and not "in" it, deduct Section 3 (#34).</p> <p><b>Note:</b> When dispensers are damaged, Section 3 (#34) will be marked.</p> <p><b>Note:</b> If a handwash is performed, but done incorrectly, Section 2 (#25) will be marked and directed training will be provided.</p>
<b>VERMIN</b>		
8	<b>Rodents/ Cockroaches – Active</b> <i>* If observed, contact Everclean immediately.</i>	<p><b>Examples:</b> Fresh droppings, gnaw marks, nesting, grease marks, live rodent or dead carcass (in or out of trap) inside the building. Do not open traps.</p> <p><b>Examples:</b> When one or more live cockroaches is seen inside the building.</p> <p><b>Note:</b> If dead cockroaches are seen, or roaches/rodents are seen outside, then Section 3, #54 is marked.</p>
9	<b>Flies – Immediate Risk</b>	<p><b>Example:</b> Filth / houseflies (x2 or more) or concentration of nuisance flies (&gt;5-10) in food areas. Flies apt to touch foods (particularly ready-to-eat food) or in food (x1).</p> <p><b>Note:</b> Filth flies in floor drains or non-food areas are marked at Sec 3, #55.</p>
<b>WATER/SANITIZING</b>		
10	<b>Sanitizing – Dishmachine/Dishsink</b>	<p><b>Example:</b> No sanitizing. This includes hot water at 180°F (manifold), 160°F (water temp), OR no chemical available for sanitizing.</p> <p><b>Note:</b> Deduct Section 1 ALWAYS for hot water machines if the manager does not set up a 3-bay dish sink &amp; for chemical machines ONLY if there is no sanitizer in the restaurant.</p>
11	<b>No Water/No Hot Water at &gt; 2 Sinks</b> <i>* If observed, contact Everclean immediately.</i>	<p><b>Examples:</b> No water available throughout entire facility.</p> <ul style="list-style-type: none"> <li>• The facility lacks hot water (120°F) at every sink deduct at #11.</li> <li>• If warm water (100°F) is missing in 2+ handsinks deduct at #29.</li> <li>• If warm water (100°F) is missing at 1 handsink deduct at #42 only.</li> </ul>
12	<b>Sewage Backup</b> <i>* If observed, contact Everclean immediately.</i>	<p><b>Examples:</b> Overflowing or clogged grease trap. Overflowing floor drains or floor sinks. Sewage is overflowing into facility. Toilets are overflowing.</p> <p><b>Note:</b> If floor drains are merely clogged and draining slowly so that there is no risk of surfaces becoming contaminated, Section 3, #40 is marked only.</p> <p><b>Note:</b> Sewage observed on floors (not overflowing), mark Section 3, #53 only.</p> <p><b>Note:</b> Sewage observed on equipment, mark Section 2, #26.</p>
13	<b>Toilets</b> <i>* If observed, contact Everclean immediately.</i>	Only marked when all toilets are inoperable.



## SECTION II – Criticals

### FOOD TEMPERATURES/ PROTECTION

14	<b>Holding of PHF – 42-59°F &amp; 130-134/139°F</b>	<p><b>Example:</b> Holding PHF 42 -59°F &amp; 130-134/139°F in just one area (i.e. storage, holding, receiving) thereby posing a moderate risk.</p> <p><b>Note:</b> If more than one holding/storage unit has PHF in the zone 42-59°F or 130-134/139°F this is an equipment breakdown and should be marked at Section 1, #1.</p>
15	<b>Diligent Preparation</b>	<p><b>Example:</b> 40 lbs. of PHF on the cutting board while a cook is chopping other foods. If the product is at an obvious hazardous temperature, mark the category.</p> <p><b>Note:</b> Excessive amounts of food cannot be diligently prepared. Personnel should take out one PHF product out at a time to prep.</p>
16	<b>Improper Thawing</b>	<p><b>Example:</b> Thawing on counter tops. Thawing food in hot water. Product is not submerged or is in standing water.</p> <p><b>Proper thawing:</b></p> <ul style="list-style-type: none"> <li>• Thawing in the walk-in is the most ideal.</li> <li>• Place product in temperate running water, product submerged.</li> <li>• Cook food from frozen (burger patties).</li> <li>• Thaw in the microwave, immediately before cooking.</li> </ul>
17	<b>Food Storage Containers</b>	<p><b>Examples:</b> Covering Violations: Uncovered containers, food covered with a towel, double stacking (nesting) food without rigid covers, bulk food stored in original container open or uncovered.</p> <p><b>Labeling Violations:</b> Bulk ingredients not labeled (i.e. rice, sugar, salt, etc.), PHF held &gt; 24 hours not marked with discard date.</p> <p><b>Elevation Violations:</b> Food container on floor.</p>
18	<b>Contamination Risk</b>	<p><b>Examples:</b> Preparing food anywhere besides food handling areas. Washing hands in food prep sink. Disposing of wastewater in a food prep sink. Using a cutting board on top of a trashcan or in dish or storage areas. Not washing produce before preparation. Food employees touching ready-to-eat foods without a barrier (i.e. gloves, paper wrappers, tongs, scoops, etc.). Scoop buried in food/ice.</p>
19	<b>Ready-To-Eat Food Exposed to Contamination</b>	<p><b>Examples:</b> Raw chicken stored over fish in a cooler (includes freezers and line drawers). Any raw food above ready-to-eat food (<u>even if covered</u>).</p> <p><b>Note:</b> They may be on the same shelf as long as they are covered &amp; the containers are separated from each other by distance to minimize cross contact.</p> <p><b>Note:</b> Food is considered stored when put in a "door" of a cabinet. In-use (or working supply) food does not have to be covered if stored in a contamination-free way.</p>
20	<b>Food Unprotected from Consumer (Sneeze guards)</b>	<p><b>Examples:</b> Food displayed without a sneeze guard, or sneeze guard is inadequate. Guest enters/passes <i>through</i> food preparation area (without adequate space or protection).</p> <p><b>Note:</b> Bar garnishes and decorative fruit fall into this category. Everclean will not deduct unless the Health Authority deducts.</p>
23	<b>Handsinks Not Stocked</b>	<p><b>Examples:</b> If any dispenser is empty <i>but</i> can be refilled.</p> <p><b>Note:</b> When supplies are not available on site, Section 1, #7 shall be marked.</p> <p><b>Note:</b> When dispensers are damaged, but supplies are installed Section 3, #34 shall be marked.</p> <p><b>Note:</b> Deduct even if this violation is corrected on site.</p>
24	<b>Hazardous Chemicals – Storage/Use – High Risk</b>	<p><b>Examples:</b> Chemical containers stored in food prep area. An unapproved insecticide used in food prep area. Unapproved food equipment lubricant used. Chemicals or cleansers on same shelves as foods in the storage areas. Sanitizer buckets on a food shelf.</p>



25	<b>Employee Practices</b>	<p><b>Examples:</b> Personnel are eating, drinking, or smoking in a work area. A cook is observed sitting on a food preparation table. Improper glove use. Improper handwash (wash hands in cold water, wash hands for 5 seconds, etc.)</p> <p><b>Note:</b> An employee observed chewing gum should be deducted at Section 3, #35.</p>
<b>UTENSILS/EQUIPMENT/SHELVING/CABINETS</b>		
26	<b>Food Contact Surfaces – Equipment &amp; Utensils</b>	<p><b>Examples:</b> When knives, cutting boards, inside of ice-maker, utensils or wares in storage, fan guards in coolers with uncovered food items, soda or beer dispensing nozzles or other food contact surfaces are encrusted with food, mildew, dust, grease or other debris.</p> <p>Dishmachine is operating without soap.</p> <p><b>Note:</b> When in-use utensils and food contact surfaces should be cleaned a minimum of every 4 hours.</p> <p><b>Note:</b> Immediate washing, rinsing and sanitizing of scales, slicers, mixers and similar equipment needs to occur at completion of each task.</p> <p><b>Note:</b> Items that are non-food contact surfaces will be deducted at Section 3, #39 (i.e. inside a mechanism of a beverage machine housing, inside a fryer cabinet, gaskets, shelves, under grill).</p>
27	<b>Sanitizing – Dishmachine/Dishsink</b>	<p><b>Examples:</b> Failure to sanitize kitchen utensils. Failure to sanitize food contact surfaces (e.g. cutting boards). Failure to sanitize probe thermometers before each use.</p> <p><b>Examples:</b> Dishmachine sanitizer too low/high. Dishmachine was not reaching temp upon initial inspection but was fixed during audit.</p> <p><b>Note:</b> This deduction is not for sanitizer buckets, this should be marked at Section 3, #50.</p>
<b>PLUMBING/FIXTURES</b>		
28	<b>Missing Backflow Device</b>	<p><b>Examples:</b> A hose, attached to any outlet fixture, extends below the flood level rim of a sink without an approved backflow prevention device. A missing or damaged atmospheric vacuum breaker on a garbage grinder or mechanical dishwasher.</p> <p><b>Note:</b> Lack of an air gap for equipment drain lines will be marked in Section 3, #41.</p> <p><b>Note:</b> If an old facility has a directly connected waste line, note only.</p> <p><b>Note:</b> “Note” this violation the 1<sup>st</sup> time observed, take points if repeated.</p>
29	<b>Critical Sink Fixture No Hot Water at 2 sinks</b>	<p><b>Examples:</b> Handsink is blocked, or items are stored inside of or on top of the sink. Washing anything (other than hands) in handsink. Sink removed after final plan check. Hot (or cold) water takes an excessive amount of time to reach sink. No water available to a sink.</p> <ul style="list-style-type: none"> <li>• The facility lacks hot water (120°F) at every sink deduct at #11.</li> <li>• If warm water (100°F) is missing in 2+ handsinks deduct at #29.</li> <li>• If warm water (100°F) is missing at 1 handsink deduct at #42 only.</li> </ul> <p><b>Note:</b> If handwashing is not taking place, warm water (100°F) ( must be available within 60 seconds.</p>



### SECTION III – Potentially Critical

31	<b>Spoilage/Mold on Fruit</b>	<b>Examples:</b> Products have the appearance of spoilage as indicated by organoleptic (smell, sight, touch) senses, as in the case of slimy chicken or ammonia-smelling fish. Moldy food products. PHF oxygen reduced (cryovac) package exceeds “use by” date.
32	<b>Pure food/Dented cans</b>	When food products have been contaminated and pose a low risk to the public’s health and safety. <b>Examples:</b> Hair found in food. Fruit flies in alcohol. Condensation from refrigerator dripping onto raw meats that will be cooked (if dripping onto ready-to-eat food deduct at Section 1, #5). Swollen canned goods. Cans dented along the seam or rim.
33	<b>Improper Inspection at Delivery/ Transportation</b>	<b>Examples:</b> Manager accepts without inspecting and temping PHF. Transporting PHF in non-refrigerated truck.
<b>PLUMBING/FIXTURES</b>		
34	<b>Dispensers – Soap/ Towel Broken, but Supplies Readily Available</b>	<b>Example:</b> A roll of paper towels sitting on top of a towel dispenser. A bar of soap (instead of liquid soap from a dispenser) is at a handsink. When dispensers are damaged <i>but</i> supplies installed. <b>Note:</b> When supplies are not available on site, Section 1, #7 only will be marked. If the dispenser is empty <i>but</i> can be refilled, Section 2, #23 will be marked.
35	<b>Employee Hygiene</b>	<b>Examples:</b> Lack of approved hair restraints. Soiled outer garments. Personnel preparing food are wearing nail polish, acrylic nails, or nails are not trimmed and no gloves are worn. Employees preparing food are wearing a ring (wedding band ok) with no gloves. Employees preparing food are wearing bracelets or a long, dangling necklace. Employee chewing gum.
36	<b>Shellfish Tags/ Records</b>	When the facility does not maintain shellfish certification tags/records for 90 days from receipt, as required.
37	<b>Hazardous Materials/ Chemicals - low risk</b>	<b>Examples:</b> A single chemical in a food area or utensil area stored in a container that is tightly sealed with no practical chance of contaminating food, utensils or food contact surfaces. An unlabeled spray bottle in a janitorial cabinet. Sanitizer buckets without a label.
38	<b>Interior Premises – Improper Storage/ Linen/ Cast-off</b>	<b>Examples:</b> Dirty linen stored in the food prep area. Paint containers in any food storage or handling area. Storing a plant/flower in the walk-in refrigerator. Storing equipment that is broken or no longer in use at the restaurant (cast-off = abandoned).
39	<b>Non Food Contact Surface – Unclean</b>	When areas that do not contact food become dirty. <b>Examples:</b> Fryer cabinets, under grills, shelving, contact surfaces of handles, hinges, fan guards (if all food is covered), gaskets, microwaves, inside coolers, ice maker door, etc.
<b>PLUMBING/FIXTURES/EQUIPMENT DRAINAGE</b>		
40	<b>Sink/Floor Sink/Floor Drain</b>	Sink not clean, clogged, or slow draining. <b>Examples:</b> <i>Faucet</i> leaking from any sink. Floor sink soiled with food debris. Dirty hand washing sink. Unapproved faucet extension at 3 compartment sink. Sink not secured to wall, cracked sink. Metered handsink does not stay on for 10 – 20 seconds (depending on local law).
41	<b>Supply Line/Waste Line</b>	No air gap, not secure, poor installation, leaking, unapproved discharge. <b>Examples:</b> Reach-in cooler draining to bucket/floor/pan. Drain line without an air gap. Employee sweeping waste water into alley. Espresso line draining to hand sink. Ice machine condensate draining to exterior flower bed. <i>Drain line</i> leaking from any sink. Uncapped drain line. Drain line from condensate pan is leaking in walk-in refrigerator.



42	<b>No Hot Water – No Immediate Risk</b>	<p><b>Example:</b> Only one handsink in the facility does not reach the temperature of 100°F on demand if handwashing is taking place.</p> <ul style="list-style-type: none"> <li>• The facility lacks hot water (120°F) at every sink deduct at #11.</li> <li>• If warm water (100°F) is missing in 2+ handsinks deduct at #29.</li> <li>• If warm water (100°F) is missing at 1 handsink deduct at #42 only.</li> </ul> <p><b>Note:</b> Combination handsinks are only required to reach 110°F.</p>
<b>VENTILATION/LIGHTING</b>		
43	<b>Hood</b>	<p>Not clean, in disrepair, missing filters, improper installation/gap</p> <p><b>Examples:</b> Hood is not operating properly. Drip pan not in place or over-filled. Gap between baffles. Not enough pull to affect tissue. Exhaust fan is not kept clean or the filters are missing.</p>
44	<b>Lighting/Light Shields</b>	<p>Poor lighting, light shields missing/broken, endcaps missing.</p> <p><b>Examples:</b> Burned out bulb in storage room. Missing shields near food areas and/or no end caps. Inoperable light in walk-in refrigerator. Dirty light shield / fixture in refrigerator. Water inside the light shield of the walk-in.</p>
45	<b>Ventilation - General</b>	<p><b>Examples:</b> Unclean ceiling vent. There is no 6-inch overhang over broiler. Gas rice cooker not installed under a hood. Hood is turned off while cooking. No ventilation system in the food storage room. Missing screen to ventilation system. Blocked make-up air vent. No ventilation system or window in the toilet room.</p>
<b>UTENSILS/EQUIPMENT/SHELVING/CABINETS</b>		
46	<b>Condition – Disrepair</b>	<p><b>Examples:</b> Torn refrigerator gaskets. Ice build up in the walk-in freezer. Missing fan guard. Evaporator pan in walk-in leaking. Rusty shelves in the walk-in. Damaged utensils or wares (chipped dishes or glassware, cracked lexans, ice scoop with rough edges). Missing refrigerator handle. Plastic coating peeling off of shelves. Fry baskets in poor condition. If there is not any sanitizer residual on the gauge &lt;180F at the dish machine and management is aware of the problem and has taken the necessary actions to correct the situation: If gauge at the dishmachine reads &gt;200F, for disrepair.</p>
47	<b>Storage (Non Food)</b>	<p><b>Examples:</b> Pots/pans/multi-use dishes stored on floor. Utensils stored in a mop sink. Storing knives between equipment and wall. Ice scoop stored in the ice bin (if handle has fallen into ice, deduct at Section 2, #18). Cases of ‘to-go’ containers stored on the floor or in an unapproved area. Improper storage of in-use utensils (incl. dipper well off). Pans wet nested (without residue).</p> <p><b>Note:</b> Everclean recommends storing in-use utensils in the most sanitary fashion. The most commonly accepted methods of holding utensils while in use are:</p> <ul style="list-style-type: none"> <li>• Clean and dry, In clean water 135/140°F or hotter</li> <li>• In food, handle out, and In running water</li> </ul>
48	<b>Unapproved Type/Improper Use/ Improper Installation</b>	<p><b>Examples:</b> Using milk crates as shelves to store utensils or food. Lining shelves with cardboard, towels, aluminum foil or any other unapproved material. Knives stored in an unapproved wooden block. Using plastic bags to plug drain.</p> <p>Utensils too large to fit in 3 bay sink.</p> <p>Using an ice chest to store customer ice.</p> <p>Re-using single-service food containers for food.</p> <p>Soda dispensing unit installed in janitorial room.</p> <p>Using a cup or bowl to dispense bulk food. Using domestic equipment. Using enamel/ceramic pots.</p> <p>Wet cloth under cutting board. Inoperative equipment is used for another purpose (broken refrigerator or microwave is used as a storage cabinet).</p> <p>Wrapping utensil handles with cloth, string or tape.</p> <p>Plastic shopping bags used for food storage. Using a beverage-only refrigerator for PHF storage.</p>





49	<b>Wiping Cloth –Not Clean/Not Stored in Sanitizer Solution</b>	<b>Examples:</b> Personnel is wiping dining tables and prep tables with same cloth. Personnel is wiping different food contact surfaces with same cloth without first sanitizing cloth. Wiping cloth stored in bucket of excessively soiled water. Using soiled wiping cloth to wipe any surface. Wet wiping cloths are stored outside of sanitizer solution.
50	<b>Sanitizer Buckets – Improper Concentration/Test Kit</b>	<b>Examples:</b> Sanitizer test kit is not available. Sanitizer buckets ppm is not at the following: 50ppm-200ppm Chlorine 200ppm QAC (uses QT 10 or 30 strips) 150-400ppm QAC 146 (uses QT 40 strips) <b>Note:</b> Never mark a dishmachine here. Dish machine ppm will be deducted at Section 1, #10 or Section 2, #27. Note: Check manufacturer's label to determine what concentration is required for any particular sanitizer.
51	<b>Thermometer – Probe/Equipment</b>	<b>Examples:</b> <i>Equipment:</i> Missing/inoperable/inaccurate (+/-3° F) thermometer at any unit holding PHF. <i>Food:</i> Missing/inoperable/inaccurate probe thermometer (+/- 2°F). Thermometer at refrigeration units not conspicuous.
<b>WALLS / CEILINGS/FLOORS</b>		
52	<b>Deterioration/Unapproved Materials/Facility not Fully Enclosed</b>	<b>Examples:</b> Missing base coving or floor tiles. Peeling paint/plaster. Missing grout. Walls not smooth and easily cleanable/light colored to reveal dirt. Missing electrical or switch cover. Vinyl floor tiles in food area. Missing, broken or unapproved ceiling panels (acoustic type). Deteriorated caulking at wall and handsink junction. Loose FRP (fiberglass reinforced plastic)/metal flashing. Deteriorated floor in walk-in refrigerator (aggregate/gravel exposed). Dirty ceiling fans.
53	<b>Clean Floors, Walls, Ceilings</b>	<b>Examples:</b> Mold, grease, food debris, dirt on walls, ceilings (including panels and vents) or floors.
<b>VERMIN</b>		
54	<b>Rodents/Cockroaches – No Active Population</b>	<b>Examples:</b> Holes and gaps with indication of rodent harborage (nesting materials, dead carcasses in traps adjacent to exterior doors) with no active infestation. Outer door at the bottom has a gap greater than 1/4". Old droppings on storage shelf. Do not open traps.
55	<b>Other Insects – Low Risk</b>	<b>Examples:</b> Fruit flies and/or regular flies in the delivery staging/loading dock area only. Flies in dishwashing area or around floor sink. <b>Note:</b> Filth flies in the food areas will be deducted at Section 1, #9.
56	<b>Open Door/Air curtain/Window</b>	<b>Examples:</b> Open doors without fly-exclusion devices/doors maintained open. Inadequate air curtain. Missing/torn window screens. Operator de-activated the air curtain. Delivery door kept open with no air curtain or air curtain turned off.
<b>TOILETS/TOILET ROOMS/DRESSING ROOMS</b>		
57	<b>Toilet(s) – Disrepair/Not Clean/Tissue in Dispenser</b>	Urinal in men's inoperable. One toilet clogged but another available. Toilet improperly secured to wall or floor. Unclean facilities. No toilet tissue. Dispenser off wall and/or tissue not in dispenser. Soiled toilet tissue not disposed in toilet. Toilet room door propped open.
58	<b>Toilet Room Doors Self-Closing</b>	Removed, missing or damaged, self-closing device.
59	<b>Personal items</b>	<b>Note:</b> Personal food should be in a covered container on bottom shelf. <b>Examples:</b> Change room cluttered/unclean. Personal items (jacket, radio, food, newspaper, cigarettes, keys) stored in food prep or storage area.
<b>REFUSE/PREMISES/JANITORIAL</b>		
60	<b>Janitorial Supplies/Equipment/Tools in Improper Place</b>	<b>Examples:</b> Mop bucket/mop/brooms stored next to ice machine/too close to food prep areas. Janitorial area in disrepair/not clean. Brooms stored on floor. Mop nested on floor, not hung to dry. Okay if mop in wringer.
61	<b>Refuse Containers/Exterior Premises</b>	<b>Examples:</b> Exterior refuse containers propped open. Containers encrusted w/ waste, overflowing, leaking. Cardboard used as a trash receptacle. No trash can in toilet room. Accumulation of cast-off and litter at the exterior of the building.



## SECTION IV – Administrative

### SIGNS/PERMITS

62	<b>Health Inspection/Permit Not Available for Review</b>	Inspection reports should be readily available. Some states require them available for patrons, sometimes it just needs to be available for the Everclean auditor. Grades must be posted near door. Permit should be current. This sub-category will be marked if facility's health inspection or permit cannot be found.
63	<b>Certification (Food Safety Manager)</b>	Serv-safe, Registry, Experiior, state sponsored, etc. These certifications should be in a conspicuous place.
64	<b>Food Handler Card</b> (where applicable)	Cards must be current and conspicuous.
65	<b>Signs – Handwashing/Smoking/Choking/Consumer Advisory/Methyl Mercury Advisory (CA only)</b>	Handsinks and prep sinks should be identified. No smoking, eating, drinking signs should be posted. Choking sign should be posted. A Consumer Advisory warning must be written or implied by using words like: cooked to order, seared, etc. if a food contains a specific raw or undercooked ingredient. California facilities that serve fish must have a Methyl Mercury Advisory posted.
67	<b>Temperature Logs</b>	Mark this if temperature logs are not in use/up to date.
68	<b>Pest Traps Not Secured</b>	Mark this if traps are not secure or are too close to food and food stuff.
69	<b>Pest Binder/File Complete</b>	Must include: a) look at last pest report, b) capture data and comment c) double check structural and sanitation issues.
70	<b>Master Cleaning Schedule</b>	Mark this if a master cleaning schedule is not in use/posted.
71	<b>MSDS (Material Safety Data Sheets)</b>	Mark if MSDS not complete or in right-to-know station.
<b>RISK MANAGEMENT</b>		
76	<b>Cutting Glove Available</b>	Although not cutting/slicing, a glove should still be available.
77	<b>Cutting Glove in Use</b>	Deduct here if prep involving cutting is taking place and no gloves are worn.
78	<b>Wet Floor Sign/Available/Covers Wet Area</b>	Deduct here if signs are not available/not large enough to cover wet area.
79	<b>Employees Wearing Slip Resistant Shoes</b>	Deduct here if employees are not wearing slip-resistant shoes.
80	<b>Other</b>	Use as needed.



# FOOD SAFETY INSPECTION REPORT

AUDITOR: \_\_\_\_\_  
 MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_  
 UNIT #: \_\_\_\_\_

TOTAL SCORE

CONCEPT: \_\_\_\_\_

TIME IN: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TIME OUT: \_\_\_\_\_

in = in compliance; out = out of compliance; no = not observed

SECTION I - Risk Factors		Points Deducted
POINT VALUE - 7 POINTS FOR EACH OPPORTUNITY - MAX POINTS 35		* CONTACT SUPERVISOR IMMEDIATELY

POTENTIALLY HAZARDOUS FOOD		Directed Training (0 points)
1	in out no	Holding of PHF 60-129°F <input type="checkbox"/> Proper hot holding temperatures <input type="checkbox"/> Proper cold holding temperatures
		FOH
		BOH
		A
		B
2	in out no	Proper cooking time and temperature
		BOH
3	in out no	Proper reheating procedures for hot holding
		BOH
VERMIN		
4	in out no	Proper cooling time and temperatures <input type="checkbox"/> Deep container <input type="checkbox"/> Covered container <input type="checkbox"/> No ice bath <input type="checkbox"/> Not stirred
		BOH
8*	in out no	Rodents/ Cockroaches - active <input type="checkbox"/> Mice or rats <input type="checkbox"/> Roaches
		FOH
		BOH
9	in out no	Flies - immediate risk
		FOH
		BOH
WATER and SANITIZING		
5	in out no	Food in good condition, safe and unadulterated <input type="checkbox"/> Approved Source
		FOH
		BOH
6*	in out no	Employee health <input type="checkbox"/> Unprotected coughing or sneezing <input type="checkbox"/> No discharge from eyes, nose, mouth
		FOH
		BOH
7	in out no	Hands clean and properly washed <input type="checkbox"/> Not washing hands as needed
		FOH
		BOH
10	in out no	Sanitizing - dishmachine/ dishsink <input type="checkbox"/> Chemical sanitizer not available in restaurant
		FOH
		BOH
11*	in out no	No water/ no hot water at 2 or more sinks
		FOH
		BOH
SEWAGE		
12*	in out no	Sewage backup - (includes toilets, drains, sinks,etc) <input type="checkbox"/> Dishroom <input type="checkbox"/> Restroom <input type="checkbox"/> Line <input type="checkbox"/> Other
		FOH
		BOH
13*	in out no	Toilets - no operable toilets
		FOH
		BOH

SECTION II - Risk Factors		Points Deducted
POINT VALUE - 4 POINTS FOR EACH OPPORTUNITY - MAX POINTS 36		

POTENTIALLY HAZARDOUS FOOD		CHEMICAL
14	in out no	Holding of PHF 42-59°F or 130-139°F <input type="checkbox"/> Proper hot holding temperatures <input type="checkbox"/> Proper cold holding temperatures
		FOH
		BOH
		24
		in out no
		Toxic substances <input type="checkbox"/> Properly identified <input type="checkbox"/> Properly stored <input type="checkbox"/> Properly used
		FOH
		BOH
GOOD HYGIENIC PRACTICES		
15	in out no	Diligent preparation <input type="checkbox"/> Too much food being prepped <input type="checkbox"/> Food not being attended to in timely manner
		BOH
16	in out no	Improper Thawing <input type="checkbox"/> Room temperature <input type="checkbox"/> Standing water <input type="checkbox"/> Not submerged in running water <input type="checkbox"/> Fish thawed in cryovac packaging
		BOH
25	in out no	Employee practices <input type="checkbox"/> Proper eating, tasting, drinking, or tobacco use <input type="checkbox"/> Drink/ food in designated place <input type="checkbox"/> No barehand contact with RTE food <input type="checkbox"/> Improper glove use
		FOH
		BOH
PROTECTION FROM CONTAMINATION		
17	in out no	Food Protected (containers) <input type="checkbox"/> Not covered in storage <input type="checkbox"/> Not labeled (non descript food) <input type="checkbox"/> Not elevated 6"
		FOH
		BOH
18	in out no	Food Protected (contamination) <input type="checkbox"/> Washing fruits and vegetables <input type="checkbox"/> Using a cutting board on a trash can <input type="checkbox"/> Food prepared in unapproved area <input type="checkbox"/> Scoop buried in food <input type="checkbox"/> Prep sink not washed between uses
		FOH
		BOH
19	in out no	Food Separated <input type="checkbox"/> Raw over ready-to-eat (RTE) <input type="checkbox"/> Raw poultry over other raw foods
		FOH
		BOH
26	in out no	Food contact surfaces - cleaned and sanitized <input type="checkbox"/> Can opener <input type="checkbox"/> Knife/ holder <input type="checkbox"/> Blender <input type="checkbox"/> Mixer <input type="checkbox"/> Slicer <input type="checkbox"/> Ice machine <input type="checkbox"/> Scale <input type="checkbox"/> Ice bin <input type="checkbox"/> Utensil/ holder <input type="checkbox"/> Soda Nozzle <input type="checkbox"/> Plates <input type="checkbox"/> Soda Gun <input type="checkbox"/> Food processor <input type="checkbox"/> Tea nozzle <input type="checkbox"/> Dicer <input type="checkbox"/> Cutting board <input type="checkbox"/> Food container - wet with residue/ unclean
		FOH
		BOH
27	in out no	Sanitizing - dishmachine/ dishsink <input type="checkbox"/> ppm low <input type="checkbox"/> water temp too low <input type="checkbox"/> ppm high <input type="checkbox"/> water temp too high
		FOH
		BOH
28	in out no	Plumbing installed; proper backflow devices <input type="checkbox"/> Water and ice from approved source
		FOH
		BOH
23	in out no	Handsinks not stocked <input type="checkbox"/> No soap <input type="checkbox"/> No towels
		FOH
		BOH
29	in out no	Critical handsink fixture <input type="checkbox"/> Handsink inaccessible or blocked <input type="checkbox"/> Sink inoperable or misused
		FOH
		BOH

NAME:

ADDRESS:

DATE:

**SECTION III - Good Retail Practices**

Points Deducted

POINT VALUE - 1 POINT FOR EACH OPPORTUNITY - MAX POINTS 30

**FOOD**

**PROPER USE AND STORAGE**

- 31 Spoilage/ mold on produce  FOH  BOH
- 32 Pure food/ dented cans/ bad rim/ no spoils area  FOH  BOH
- 33 Improper inspection at delivery/ transportation  FOH  BOH

- 47 Storage (low risk)  FOH  BOH
  - Utensil water <140/135°F
  - Wedged utensils
  - Inverted single-use items
  - Dipper well off
  - Pans wet nested w/o residue
  - Scoop handle touching food

**OPERATIONS**

- 34 Dispensers -soap/ towel broken  FOH  BOH
- 35 Employee hygiene & cleanliness  FOH  BOH
  - Missing hair restraints (hairnet or hat)
  - Soiled apron/ uniforms
  - Fake or painted nails/ jewelry on hands and arms
  - Employee chewing gum

- 48 Unapproved type/ improper use/ improper installation  FOH  BOH
  - Tape on utensils
  - Foil lining equipment
  - Cardboard on floor
  - Wet cloth under cutting board
  - Absorbent material lining shelves
  - Crates used as shelf
  - Crates used to store items
  - Food in plastic grocery bags
  - Scoop w/o handle
  - Other:

- 37 Hazardous materials/ chemicals - low risk  FOH  BOH
- 38 Interior premises -storage of linen/ castoff  FOH  BOH
- 39 Non food contact surfaces - unclean  FOH  BOH
  - Shelves/ Racks
  - Counters
  - Bar refrigerators
  - FOH refrigerators
  - BOH refrigerators
  - Fan guards
  - Dishmachine
  - Soda gun holder
  - Gaskets
  - Fryer cabinet
  - Under grill
  - Oven
  - Oven knobs
  - Ice maker lid
  - Microwave
  - Other:

- 49 Wiping cloth : properly used and stored  FOH  BOH
- 50 Sanitizer buckets - improper concentration/ test kit  FOH  BOH
  - QUAT / CL too high
  - QUAT / CL too low
  - QUAT dispenser at improper level
  - No test strips available
  - Wrong strips in use

- 40 Sink/ floor sink/ floor drain  FOH  BOH
  - Not clean
  - Clogged/ slow draining
- 41 Supply line/ waste line  FOH  BOH
  - No air gap
  - Not secure, poor installation
  - Leaking

- 51 Thermometers provided and accurate  FOH  BOH
  - Not conspicuous/ visible
  - Not accurate
  - Improper use
  - Not NSF approved

**WALLS/ CEILINGS/ FLOORS**

- 42 No hot water - no immediate risk (1 sink)  FOH  BOH
- 43 Hood - not clean/ disrepair/ missing/ gap  FOH  BOH
- 44 Poor lighting  FOH  BOH
  - Missing or broken light shield endcap
  - Missing endcap

- 52 Deterioration/ unapproved materials  FOH  BOH
- 53 Unclean floors, walls, ceiling  FOH  BOH
  - Floors
  - Walls
  - Ceiling
  - Standing water (floor)

**VERMIN**

- 45 Ventilation - unclean ceiling vent  FOH  BOH
- 46 Condition - disrepair  FOH  BOH
  - Fry basket
  - Cutting boards
  - Wares
  - Equipment
  - Plates
  - Knives
  - Utensils
  - Gaskets
  - Shelves
  - Other:

- 54 Rodents/ cockroaches - no active population  FOH  BOH
- 55 Other insects (i.e. fruit & drain flies) - low risk  FOH  BOH
- 56 Open door/ air curtain/ window  FOH  BOH

**TOILETS/ TOILET ROOMS/ DRESSING ROOMS**

- 47 Health inspection/ permit not available for review  FOH  BOH
- 48 Certification (Food safety manager)  FOH  BOH
- 49 Food handler card (where applicable)  FOH  BOH
- 50 Signs - handwash/ smoking/ choking/ consumer advisory  FOH  BOH

- 57 Toilet(s)-disrepair/ not clean/ tissue in dispenser  FOH  BOH
- 58 Toilet room doors not self-closing  FOH  BOH
- 59 Dressing room/ personal items  FOH  BOH

**REFUSE/ PREMISES/ JANITORIAL**

- 60 Janitorial - supplies/ equipment/ tools in improper place  FOH  BOH
- 61 Refuse containers/ exterior premises  FOH  BOH
  - Trash receptacle
  - Grease receptacle
  - Exterior premises/ loading dock

- 62 Temperature logs in use  FOH  BOH
- 63 Pest traps not secured  FOH  BOH
- 64 Pest binder/ file complete  FOH  BOH
- 65 Master cleaning schedule  FOH  BOH
- 71 SDS  FOH  BOH

**SECTION IV - Administrative**

NO POINTS SUBTRACTED FROM OVERALL SCORE FOR THIS SECTION

**SIGNS/ PERMITS**

**OTHER**

- 62 Health inspection/ permit not available for review  FOH  BOH
- 63 Certification (Food safety manager)  FOH  BOH
- 64 Food handler card (where applicable)  FOH  BOH
- 65 Signs - handwash/ smoking/ choking/ consumer advisory  FOH  BOH

- 67 Temperature logs in use  FOH  BOH
- 68 Pest traps not secured  FOH  BOH
- 69 Pest binder/ file complete  FOH  BOH
- 70 Master cleaning schedule  FOH  BOH
- 71 SDS  FOH  BOH

**SECTION V - Health Inspection**

AUDITOR WILL CAPTURE ALL OPPORTUNITY DEDUCTED FROM THE HEALTH AUTHORITY AT EVERY INSPECTION

DATE: \_\_\_\_\_  Critical  Non-Critical  Other

SCORE: \_\_\_\_\_

State: \_\_\_\_\_

Jur: \_\_\_\_\_

**SECTION VI - Other**

**Risk Management**

- 76 Cutting glove available [ # OBSERVED = ]
- 77 Cutting glove in use (when applicable)
- 78 Wet floor sign available/ covering wet area
- 79 Employees wearing slip resistant shoes [ \_\_\_\_ OF \_\_\_\_ ]
- 80 Other:





# SAVOR...

## Banquet Catering Menu

July 2021 – June 2022

Please submit all orders by:

Catering Sales Manager:

*Exclusive Catering Company*

*McCormick Place Convention Center*



# SAVOR...

**SAVOR...Chicago understands our role at the table: to provide you with an enhanced foodservice experience while being committed to your health and safety. Not just during these times, but always.**

We adhere to the Cook County Health Department's meticulous food service standards and require staff to be ServSafe-certified by the National Restaurant Association in proper food handling. As your health and safety is at the forefront of our service as we welcome you back, below is a list of some of the additional safety protocols we have put in place:

## STAFF:

- Staff is required to wear face masks and gloves during food preparation and serving
- All staff will go through employee health screening upon arrival prior to reporting to their assigned area
- Social distancing in food preparation areas
- Implemented cleaning and disinfecting protocols that focus on high contact/touch points both in back and front of house

## MENU & SERVICE UPDATES:

- Offering increased options for pre-packaged food and beverage products
- Adjusted menu items where applicable to be displayed in individual portions instead of bulk
- Increased action stations with chef to individually prepare items over buffet service
- Using single-use sustainable products, such as compostable plates, glasses and cutlery where possible



- Modified beverage stations with touchless or attended service when possible
- Modified buffets to single sided with plexiglass barriers and attended service to eliminate self-service when possible
- All condiments will be individually packaged single serve options wherever possible
- Using single-use and ready-to-drink cocktail options and pre-packaged beer options whenever possible
- Social Distancing will be implemented for food service queuing and seating – currently guests to maintain a 6' distance and guest seating at 3 guests per 72" round

## CATERING LAYOUT:

- Following table seating capacities that are consistent with local government regulations and guidance
- One-way guest flow on buffets be used to minimize contact between guests and identify clear directional routes for workers and guests to help maintain social distancing
- We ask you to allow for additional set up and move out time for all catered functions to allow for additional environmental hygiene cleaning measures to be completed before and after events



CLEAN  
HIGH-TOUCH  
SURFACES



PROVIDE  
ACCOUNTABILITY



INSTILL  
TRUST



STAFFING  
AND EMPLOYEE  
SAFETY



INDOOR AIR QUALITY &  
MECHANICAL SYSTEMS



# SAVOR...

SAVOR...Chicago is the exclusive food and beverage provider for McCormick Place Convention Center. All food and beverage items must be supplied and prepared by SAVOR...Chicago. No food or beverage of any kind is permitted into the facilities by the patron or any of the patron's guests or invitees (exclusive of Exhibitor Personal Consumption Policy). Food items may not be taken off the premises; however, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged.

## **MENU SELECTION**

The Menus have been designed to maximize the guest's satisfaction. To assure availability of menu items, please provide the Catering Sales Manager with the food and beverage selections a minimum of four (4) weeks prior to the first function. Every effort will be made to accommodate requests for special, religious or dietary requirements that SAVOR...Chicago is made aware of.

## **PRICING**

Published pricing does not include administrative fees (21.50%) or applicable taxes. A good faith estimate, of food and beverage prices, will be provided in advance of the event's start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases. **SAVOR reserves the right to make menu substitutions and revise the style of service due to supply interruption and/or health and safety regulations caused by the current health crisis. Please discuss the styles of service for all buffet services and the additional costs with your Catering Manager.**

## **GUARANTEES**

In order to ensure the success of the function(s) and the satisfaction of the guests, food and beverage quantity guarantees must be received by the Catering Sales Manager no later than five (5) full business days (Monday through Friday) prior to the event for functions up to 1,000 guests. Functions of 1,001 guests or more must be guaranteed ten (10) full business days prior to the event. Functions with 5,000 guests or more must be guaranteed fifteen (15) full business days prior to the event. The Customer may be required to provide a guarantee earlier if special products or preparations are required. If the guarantee is not received, SAVOR...Chicago reserves the right to charge for the expected number of guests or quantities specified on the banquet event order(s). If the attendance is higher than the given guarantee the charge will be for the actual function attendance. Increases and/or new orders made within seventy-two business hours of the function are subject to an additional 20% fee based on the menu price. Plated or Buffet functions with a guarantee of less than 25 guests will be subject to labor fees. SAVOR...Chicago will prepare to serve 3% over the final guarantee (for seated meal functions only) up to a maximum of 30 guests. The Customer will be charged for the greater of the actual number of guests served as the final guarantee amount. SAVOR...Chicago reserves the right to make reasonable menu substitutions, as necessary. Functions requiring over preparation greater than 3% will be subject to additional labor fees.

## **SERVICE STAFF**

Guest to server ratio is based on the type of function. The standard is one (1) server per twenty (20) guests for plated meal functions and one (1) server per forty (40) guests at buffet functions. Due to the current health crisis, additional health and safety regulations may be implemented requiring additional service, please discuss the styles of service for all buffet services and the additional costs with your Catering Manager. Additional staffing requests or guarantees for less than twenty-five (25) guests for plated or buffet functions, labor fees will be applied. Holiday labor rates may apply.

## **EVENT TIMELINE**

Breakfast and lunch is based on up to a three (3) hour service and dinner is based on up to four (4) hours of service. Extended service time will be subject to additional labor fees. Function start or end times that deviate more than thirty (30) minutes from the time indicated on the banquet event order will have additional labor fees per hour, per server scheduled.

# SAVOR...

SAVOR...Chicago is the exclusive food and beverage provider for McCormick Place Convention Center. All food and beverage items must be supplied and prepared by SAVOR...Chicago. No food or beverage of any kind is permitted into the facilities by the patron or any of the patron's guests or invitees (exclusive of Exhibitor Personal Consumption Policy). Food items may not be taken off the premises; however, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged.

## **BEVERAGES**

SAVOR...Chicago offer a complete selection of beverages to compliment your function. Alcoholic beverages and services are regulated by the Liquor Control Board, SMG/SAVOR..., as licensee, is responsible for the administration of these regulations. No alcoholic beverages may be brought onto the premise from outside resources, nor may it be removed from the premises. We reserve the right to refuse alcohol service to intoxicated or underage persons. Where applicable, Customer is responsible to pay all minimum sales guarantees included on Banquet Event Orders. Customer will receive credit for cash sales, not to exceed amount of minimum sales guarantee listed on the Banquet Event Order for that function.

## **PAYMENT/DEPOSIT/CONTRACTS**

An initial deposit in the amount noted on the Catering Contract is due on the date specified. The amount of the deposit is 50% of the estimated catering expenditure based on planned functions. The signed contract and deposit are due forty-five (45) days in advance of the event. The actual revenue will be based on the signed Banquet Event Order(s) and guarantee(s). The remaining balance of the deposit is due fourteen (14) days in advance of the first function. Payments can be made via credit card (for contracts less than \$10,000), ACH wire or company check. Credit card payments greater than \$10,000 will incur an additional fee of 3.5%.

## **CANCELLATIONS**

In the event that a group should cancel with McCormick Place, the catering deposit will be refunded based on a sliding scale. Please refer to the Catering Contract for specific details. In the event that an individual function should cancel after the guarantee date, payment in full for the estimated revenue based on the menu and event arrangements is required.

## **RETAIL/CONCESSIONS SERVICE**

Appropriate operation of concession outlets will occur during all show hours. SAVOR reserves the right to determine which carts/outlets are open for business and hours of operation pending the flow of business. Should additional service locations be requested, a minimum sales guarantee and related charge may apply.

# SAVOR...

## BREAKFAST BOXES

Pricing is per each.

Minimum order of one dozen per selection per order.

### HOT BREAKFAST BOX

#### THE TRADITIONAL • \$26.00

Scrambled Eggs, Applewood Bacon or Breakfast Sausage, Roasted Red Skinned Potatoes, Blueberry Muffin

#### FLAP JACKS • \$27.00

Buttermilk Pancakes, Scrambled Eggs and Applewood Bacon or Breakfast Sausage Served with Whipped Butter and Maple Syrup

#### BREAKFAST SANDWICH • \$18.00

Choice of one of our Delicious Breakfast Sandwiches (page 9)  
Served with Roasted Potatoes and diced fruit

#### THE SOUTHERN • \$26.00

Scrambled Eggs, Buttermilk Biscuits and Sausage Gravy and Breakfast Home Fries

#### THE COZUMEL SUNSHINE • \$27.00

Breakfast Quesadilla that includes Scrambled Eggs, Roasted Green Chiles, Chorizo and Chihuahua Cheese  
Served with Black Bean, Corn and Potato Hash, Salsa and Sour Cream

### HEALTHY START • \$27.00

Scrambled Egg Beaters, Turkey Sausage, Roasted Butternut Squash Hash and a Whole Wheat Muffin

### THE COMFORT • \$28.00

Scrambled Eggs, Vanilla Bean Bread Pudding, Applewood Bacon  
Served with Whipped Butter and Maple Syrup



### CONTINENTAL BREAKFAST BOX

#### DANISH • \$20.00

Raspberry Danish, Hard Boiled Egg, Greek Yogurt and Grapes

#### CROISSANT • \$20.00

Petite Plain and Chocolate Croissant, Butter, Raspberry Preserves, Brie Cheese and Grapes

#### BREAKFAST BREAD • \$20.00

Banana Bread, Butter, Nut Free Snack Mix, Cheddar Cheese, Fruit and Greek Yogurt

#### SCONES • \$20.00

Blueberry and Cinnamon Chip Scones, Cottage Cheese, Hard Boiled Egg and Berries

#### SMOKED SALMON • \$23.00

Smoked Salmon, Plain Bagel, Cream Cheese, Tomato, Cucumber, Hard Boiled Egg and Fruit Salad

SAVOR reserves the right to make menu substitutions and revise the style of service due to supply interruption and/or health and safety regulations caused by the current health crisis. Prices do not include 21.50% service charge and applicable sales tax.

Increases and/or new orders made within 3 business days of the Event will be subject to a 20% additional fee based on the menu price.

# SAVOR...

## BREAKFAST BUFFETS

Minimum guarantee of 25 people for buffets. A labor fee will be added for all functions with a guarantee less than 25 people.

Pricing is per person and based on up to two hours of service.

Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

### **GREAT STARTS CONTINENTAL • \$21.00**

Assorted Whole Fruit

Display of Petite Breakfast Pastries

Served with House Made Seasonal Jam and Whipped Butter

Orange Juice, Coffee, Decaffeinated Coffee and Hot Tea



### **MIDTOWN CONTINENTAL • \$24.00**

Sliced Seasonal Fruit with Berries

Display of Petite Breakfast Pastries and

Croissants

Served with House Made Seasonal Jam and Whipped Butter

Orange Juice, Coffee, Decaffeinated Coffee and Hot Tea



### **THE TUSCAN FARMHOUSE • \$35.00**

Diced Fresh Honey Dew, Papaya and Blackberries

Display of Petite Breakfast Pastries to include Sour Cream Streusel Muffins, Raspberry Danish and Lemon-Apricot Scones

Served with House Made Seasonal Jam and Whipped Honey Butter

Prosciutto, Sundried Tomato, Spinach and Fontina Cheese Frittatas

Roasted Portobello, Red Pepper, Basil and Asiago Cheese Frittatas

Skillet Fried Potatoes with Caramelized Onions and Chives

Applewood Smoked Bacon

French Toast Bread Pudding

Served with Whipped Butter and Maple Syrup

Orange Juice, Coffee, Decaffeinated Coffee and Hot Tea

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# SAVOR...

## BREAKFAST BUFFETS

Minimum guarantee of 25 people for buffets. A labor fee will be added for all functions with a guarantee less than 25 people.

Pricing is per person and based on up to two hours of service.

Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

### THE McCORMICK • \$36.00

Individual Fruit Skewers with Honey Yogurt Dip

Greek Yogurt Parfaits with Roasted Strawberry Preserves and locally produced, Gluten-Free Maple Pecan Granola

Display of Petite Pastries to include Blueberry Streusel Muffins, Cinnamon Chip Scones and Carrot Cake Bread

Served with House Made Seasonal Jam and Whipped Honey Butter

Chicago Style "Deep Dish" Breakfast Pizza - Egg, Provolone, White Cheddar, Basil and Slow Roasted Tomato served in a "Deep Dish" Biscuit Crust

Cheddar and Sour Cream Potato Casserole

Cranberry-Maple Chicken Sausage

Applewood Smoked Bacon

Orange Juice, Coffee, Decaffeinated Coffee and Hot Tea



### THE CLASSIC • \$35.00

Seasonal Sliced Fruit with Berries and Honey Yogurt Dip

Display of Petite Breakfast Pastries

Served with House Made Seasonal Jam and Whipped Honey Butter

Soft Scrambled Eggs

Rosemary Roasted Red Skin Potatoes with Caramelized Peppers and Onions

Crisp Applewood Bacon

Country Style Pork Sausage Links

Orange Juice, Coffee, Decaffeinated Coffee and Hot Tea

**Substitute Turkey Sausage for an additional \$2.00 per person**

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# SAVOR...

## BREAKFAST ADDITIONS

Individually wrapped. Pricing is per dozen unless otherwise stated  
Minimum order of one dozen per selection per order.

### FRESHLY BAKED MUFFINS • \$48.00

Blueberry, Chocolate Chip, Banana Nut or Chef's Daily Assortment (orders over 2 dozen)

### BAGELS AND CREAM CHEESE • \$48.00

Plain, Cinnamon Raisin, Everything, Poppy or Chef's Daily Assortment (orders over 2 dozen)  
Served with Regular and Light Cream Cheese

### FRESHLY BAKED DANISH • \$48.00

Raspberry Palmier, Classic Cheese, Almond, Caramel Apple or Chef's Daily Assortment (orders over 2 dozen)

### CINNAMON CHIP SCONES • \$48.00

### BISCOTTI • \$48.00

### ASSORTED WHOLE FRUIT • \$36.00

### ASSORTED YOGURTS • \$48.00

Assorted Regular and Low-Fat Flavors

### ASSORTED GREEK YOGURTS • \$50.00



### INDIVIDUAL CEREAL WITH MILK • \$4.50 each

Assorted General Mills Brand Cereals

### HARD BOILED EGGS (2 per cup) • \$6.00 each

With Salt and Pepper Packets

## BREAKFAST ENHANCEMENTS

Pricing is per each.  
Minimum order of one dozen per selection per order.

### FRUIT & YOGURT PARFAIT • \$7.00

Vanilla Yogurt with Seasonal Fruit Preserves and locally produced Gluten-Free Maple Pecan Granola

### FRUIT CUP • \$7.00

Diced Melon and Pineapple, Red Grapes, Blueberries, Blackberries, Oranges and Strawberries

### HOT OATMEAL CUP

Small (8 oz) • \$6.00

Large (12 oz) • \$8.00

Served with Brown Sugar, Raisins and Cinnamon

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# SAVOR...

## BREAKFAST SANDWICHES

Served in an Insulated individual bag.

Pricing is per each. Minimum order of one dozen per selection per order.

### ENGLISH MUFFINS • \$8.00

Sausage, Egg and White Cheddar Cheese

*or*

Egg and White Cheddar Cheese

### BISCUITS • \$8.50

Country Ham, Egg and Smoked Gouda  
Cheese

*or*

Egg, Portobello Mushroom, Roasted Tomato  
and Smoked Gouda Cheese

### BURRITOS • \$8.50

Roasted Poblano Pepper, Egg, Chorizo,  
Potato and Monterrey Jack Cheese

Served with Salsa Roja

*or*

Roasted Poblano Pepper, Egg, Potato and  
Monterrey Jack Cheese

Served with Salsa Roja



### CROISSANTS • \$9.00

Applewood Bacon, Egg and Fontina Cheese

*or*

Egg, Roasted Vegetable and Fontina Cheese

### HEALTHY STARTS • \$9.00

Egg White, Roasted Red Pepper, Baby  
Spinach, Turkey Sausage and Low Fat Swiss  
on a Whole Wheat Focaccia Roll

*or*

Egg White, Roasted Red Pepper, Baby  
Spinach and Low Fat Swiss Cheese on a  
Whole Wheat Focaccia Roll

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Increases and/or new orders made within 3 business days of the Event will be subject to a 20% additional fee based on the menu price.

# SAVOR...

## MADE TO ORDER AND BREAKFAST ACTION STATIONS

Minimum guarantee of 25 people. Pricing is per person and based on up to two hours of service.  
Chef or Service Attendants required. Chef or Service Attendants are \$275.00 for up to four hours of service.

### OMELETS & EGGS • \$10.50

Omelets and Eggs made to order  
Fillings to include: Scallions, Sweet Bell Peppers, Tomatoes, Baby Spinach, Roasted Portobello Mushroom, Bacon, Ham, Chorizo, Cheddar Cheese and Goat Cheese

### BERRIES & CRÈME FRAICHE CONES • \$8.00

Fresh Berries uniquely displayed in Waffle Cones  
Served with Honey “touched” Crème Fraiche

### MINI FRITTATA • \$6.00

Minimum one dozen per flavor  
Choose from the following flavors:  
Prosciutto with Sundried Tomato, Baby Spinach and Fontina  
Roasted Portobello, Red Pepper, Basil and Asiago



### FLAP JACKS • \$9.00

Buttermilk Pancakes made to order  
Toppings to include: Whipped Honey Butter, Warm Maple Syrup, Seasonal Fruit Compote and Powdered Sugar



### MAKE YOUR OWN

#### GREEK YOGURT PARFAIT BAR • \$10.50

Locally Made Greek Yogurt with a variety of toppings to include locally produced Gluten-Free Maple Pecan Granola, Fresh Berries, Bananas Foster, Almonds, Seasonal Fruit Compote and Vanilla Infused Honey

#### HOT OATMEAL BAR • \$8.00

Steel Cut Oats with a variety of toppings to include Brown Sugar, Dried Cranberries, Cinnamon, Toasted Almonds and Low-Fat Milk

#### SMOKED SALMON BAR • \$15.00

Hot and Cold Smoked Salmon  
Served with Whipped Cream Cheese, Chives, Capers, Egg Yolks and Whites, Shaved Red Onion, Sliced Tomato and Cucumber  
Accompanied by Plain Bagels and Everything Bagels

#### BAGEL BAR • \$10.50

Selection of Sliced Bagels to include Plain, Cinnamon Raisin, Blueberry, Asiago and Poppy  
Served with a variety of Cream Cheese “Schmeers” to include Plain, Strawberry, Honey-Cinnamon, Chive and Smoked Salmon

**Low Fat Plain Cream Cheese available upon request**

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# SAVOR...

## PLATED BREAKFAST

Minimum guarantee of 25 people for plated functions. A labor fee will be added for all functions with a guarantee less than 25 people.

All Plated Breakfast options include Orange Juice, Coffee, Decaffeinated Coffee and Hot Tea. Pricing is per person.

Enhance your Buffet or Plated Breakfast with our Breakfast Additions and Enhancements, such as Muffins or Breakfast Pastries, are sold per dozen unless otherwise specified.

### **TRADITIONAL • \$27.00**

Soft Scrambled Eggs, Rosemary Roasted Red Skin Potatoes,  
Applewood Bacon or Sausage Links

### **FARMHOUSE FRITTATA • \$28.00**

Eggs with Roasted Portobello, Red Pepper, Basil and Asiago  
Served with Country Sliced Potatoes and Griddled Smoked Sausage

### **ROASTED POBLANO, CHORIZO AND MONTERREY JACK STRATA • \$28.00**

Served with Sweet Potato Hash, Salsa Verde and Sour Cream

### **VANILLA BEAN FRENCH TOAST BREAD PUDDING • \$28.50**

Served with Lemon Curd, Blueberries and Applewood Bacon



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Increases and/or new orders made within 3 business days of the Event will be subject to a 20% additional fee based on the menu price.

# SAVOR...

## COLD BOXED LUNCHES

For orders of 12 or less there is a **2 selection maximum**. For orders of 13 or more there is a **3 selection maximum**. Sandwiches can be made into Low Carb Lettuce Wraps and will be served with Fruit Salad and Almonds. Gluten Free Bread is available upon request with advance notice and an additional fee of \$2.00 per box.

### **BOX SANDWICHES • \$29.00**

*Served with a Bag of Gourmet Potato Chips, Tortellini Pasta Salad and a Chocolate Chip Cookie*

### **GRILLED CHICKEN BREAST SANDWICH**

Provolone Cheese, Lettuce, Oven-Dried Tomatoes and Pesto Mayo on Asiago Cheese Pocket Bread

### **GRILLED FLANK STEAK SANDWICH**

Horseradish Mayo, Red Onion Confit and Watercress on a Sammy Tuscan Roll

### **HERB ROASTED TURKEY BREAST SANDWICH**

Swiss Cheese, Lettuce, Tomato and Dijonaise on Whole Wheat Focaccia

### **“THE ITALIAN” SANDWICH**

Genoa Salami, Capicola Ham, Provolone Cheese, Zesty Pepper Rings, Tomato, Lettuce and Italian Dressing on a Sammy Tuscan Roll

### **HICKORY SMOKED HAM SANDWICH**

White Cheddar Cheese, Lettuce, Tomato and Honey Mustard on a Croissant



### **CAPRESE SANDWICH**

Vine Ripened Tomatoes, Fresh Mozzarella Basil, Hearts of Romaine and Balsamic Drizzle on Ciabatta

### **GRILLED PORTOBELLO MUSHROOM SANDWICH**

Lettuce, Oven-Roasted Tomato, Red Pepper Hummus and Sundried Tomato on Focaccia



### **BOX SALADS • \$29.00**

*Served with an Artisan Roll, Butter and a Chocolate Chip Cookie*

### **BABY SPINACH AND STRAWBERRY SALAD**

Baby Spinach, Strawberries, Orange Segments, Toasted Pecans and Goat Cheese with Honey Poppy Vinaigrette

### **LA GRILLED CHICKEN COBB SALAD**

Lemon Grilled Chicken, Applewood Bacon, Hard Boiled Egg, Tomato, Bleu Cheese and Cheddar Cheese with Red Pepper Ranch

### **SOUTHWESTERN TURKEY SALAD**

Mixed Baby Greens, Sweet Bell Pepper, Monterey Jack Cheese, Chile Spiced Corn and Tomato Relish, Roasted Turkey Breast, Tortilla Strips and Cilantro with Creamy Cotija-Lime Dressing

### **SONOMA QUINOA SALAD**

Red Quinoa, Edamame, Mango, Red Onion, Red Pepper, Cranberries, Almonds, Coconut, Cilantro and Baby Spinach with Lime Vinaigrette

### **CAULIFLOWER LENTIL SALAD**

Roasted Peppers, Onions, Red Lentils, Baby Spinach with Sherry Vinaigrette

SAVOR reserves the right to make menu substitutions and revise the style of service due to supply interruption and/or health and safety regulations caused by the current health crisis. Prices do not include 21.50% service charge and applicable sales tax. Increases and/or new orders made within 3 business days of the Event will be subject to a 20% additional fee based on the menu price.

# SAVOR...

## HOT BOXED SANDWICHES

Hot Sandwiches served a la carte, priced per each.

Minimum order of one dozen per selection per order.

Gluten Free Bread is available upon request with advance notice and an additional fee of \$2.00 per box.

### **HOT SANDWICHES • \$13.00**

#### **TUSCAN GRILLED CHICKEN BREAST SANDWICH**

Tuscan Grilled Chicken, Provolone, Oven Dried Tomato, Pesto on a Soft Ciabatta Roll

#### **MEATBALL SUB SANDWICH**

All Beef Meatballs, Tomato Basil Marinara, Provolone Cheese, on a Locally Baked French Roll

#### **ROASTED TURKEY BREAST SANDWICH**

Roasted Turkey Breast, Applewood Smoked Bacon, Swiss Cheese, Roasted Red Peppers on an Herbed Focaccia Roll

#### **PORTOBELLO PHILLY SANDWICH**

Caramelized Onions, Sweet Peppers, Provolone Cheese on a Crusty French Roll

#### **CAPRESE SANDWICH**

Fresh Mozzarella, Roma Tomatoes, Basil Pesto, on a Sammy Tuscan Roll



SAVOR reserves the right to make menu substitutions and revise the style of service due to supply interruption and/or health and safety regulations caused by the current health crisis. Prices do not include 21.50% service charge and applicable sales tax.

Increases and/or new orders made within 3 business days of the Event will be subject to a 20% additional fee based on the menu price.

# SAVOR...

## INCENTIVE DAILY LUNCH MENUS

Minimum guarantee of 25 people for buffets. A labor fee will be added for all functions with a guarantee less than 25 people. Pricing is per person and based on up to two hours of service. All lunch buffets are served with Iced Tea, Coffee, Decaffeinated Coffee and Hot Tea. Service Attendants required. Service Attendants are \$275.00 for up to four hours of service. No substitutions allowed.

### MONDAY

#### CALI NAPA • \$42.75

Sliced Sourdough and Crispy Flatbreads with Whipped Butter

Mixed Greens, Black Mission Figs, Goat Cheese and Pistachios with Pomegranate Vinaigrette

Sonoma Quinoa Salad, Red Quinoa, Edamame, Mango, Red Onion, Red Pepper, Cranberries, Almonds, Coconut, Cilantro and Baby Spinach tossed in Lime Vinaigrette

Grilled Tri Tip Roast with Parsley-Mint Salsa Verde and Grilled Sweet Onions

Herb and Honey Mustard Crusted Organic Salmon with Red Pepper Relish

Grilled Zucchini Rolls with Ratatouille Stuffing, Goat Cheese and Balsamic Drizzle

Vanilla Bean Panna Cotta with Roasted Strawberry Preserves

Cocoa Dusted Flourless Chocolate Cake with Port Wine Syrup

### TUESDAY

#### SOUTHERN COMFORT • \$41.00

Cornbread Muffins with Whipped Butter and Clover Honey

Mixed Greens, Candied Walnuts and Strawberries with Honey-Dijon Vinaigrette

Red Skin Potato Salad with Scallions, Celery Hearts and Pickle Relish

Hardwood Smoked Beef Brisket with Memphis BBQ Sauce

Blackened Chicken Breast with Charred Sweet Corn and Tomato Relish

Triple Cheese Mac and Cheese with White Cheddar, Havarti, Gruyere, Cavatappi Pasta and Buttered Breadcrumbs

Warm Seasonal Cobbler with Vanilla Bean Cream

Traditional Banana Pudding

### WEDNESDAY & SUNDAY

#### ROMA CAFÉ • \$41.75

Sundried Tomato Focaccia and Sliced Ciabatta Served with Olive Oil and Grated Parmesan Cheese

Chopped Hearts of Romaine Salad with Artichoke, Garbanzo Beans, Tomato, Roasted Red Peppers and Red Wine Vinaigrette

Farfalle Pasta and Broccoli Salad with Romano Cheese, Red Chile, Garlic, Lemon and Olive Oil

Basil Marinated Chicken Breast with Balsamic Butter, Oven Roasted Tomatoes, Grilled Lemons and Parsley

“Nonna’s” Italian Style Pot Roast with Zesty Fire Roasted Tomato Sauce and Fresh Basil

Porcini Mushroom Ravioli with Wild Mushroom, Baby Spinach and Roasted Garlic Cream Sauce

Classic Tiramisu

Petite Cannoli

# SAVOR...

## INCENTIVE DAILY LUNCH MENUS

Minimum guarantee of 25 people for buffets. A labor fee will be added for all functions with a guarantee less than 25 people. Pricing is per person and based on up to two hours of service. All lunch buffets are served with Iced Tea, Coffee, Decaffeinated Coffee and Hot Tea. Service Attendants required. Service Attendants are \$275.00 for up to four hours of service. No substitutions allowed.

### THURSDAY

#### EL MERCADITO • \$41.00

House Made Guacamole, Salsa and Chips

Latin Chopped Salad with Romaine Hearts, Tomato, Sweet Corn, Black Beans, Scallions, Black Olives and Monterrey Jack Cheese

Served with Chipotle Ranch

Skirt Steak Fajitas with Roasted Onions and Poblano Peppers

Chicken Fajitas with Roasted Onions and Poblano Peppers

Served with Warm Flour Tortillas, Sour Cream, Salsa Verde and Chihuahua Cheese

Vegetable Empanada

Mexican "Fiesta" Rice

Vegetarian Boracho Beans

Mexican Wedding Cookies

Petite Individual Caramel Flan

### FRIDAY

#### MEDITERRANEAN • \$41.00

Hearts of Romaine, Red Cherry Tomatoes, Cucumber, Shaved Radish and Feta with Red Wine-Oregano Vinaigrette

Caramelized Cauliflower and Green Lentil Baby Spinach, Oven Roasted Red Onion and Sweet Red Peppers with a Sherry Vinaigrette

Grilled Lemon-Oregano Chicken Breasts Lemon-Caper "Piccata" Style Sauce

Pan Seared Tilapia with Tomato, Olive and Grilled Onion Relish

Garlic and Rosemary Roasted Red Skin Potatoes

Green Zucchini with Tomato and Basil

Baklava

Limoncello Tartlets

### SATURDAY

#### ASIAN • \$41.00

Baby Greens, Mandarin Oranges, Hearts of Palm and Pecans with Sesame Ginger Dressing

Beef Bulgogi Skewers with Scallions, Sesame Seeds and Sweet Soy Drizzle

Miso Marinated Chicken Breasts with Yuzu Butter Sauce

Pan Seared Baby Bok Choy and Shitake Mushrooms

Vegetable Fried Rice

Passion Fruit Tarts

Diced Fresh Fruit

# SAVOR...

## LUNCH BUFFETS

Minimum guarantee of 25 people for buffets. A labor fee will be added for all functions with a guarantee less than 25 people.

Pricing is per person and based on up to two hours of service. All lunch buffets are served with Iced Tea, Coffee, Decaffeinated Coffee and Hot Tea.

Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

### **CALI NAPA • \$47.00**

Sliced Sourdough and Crispy Flatbreads  
Served with Whipped Butter

Mixed Greens, Black Mission Figs, Goat  
Cheese and Pistachios with Pomegranate  
Vinaigrette

Sonoma Quinoa Salad, Red Quinoa, Edamame,  
Mango, Red Onion, Red Pepper, Cranberries,  
Almonds, Coconut, Cilantro and Baby Spinach  
tossed in Lime Vinaigrette

Grilled Tri Tip Roast with Parsley-Mint Salsa  
Verde and Grilled Sweet Onions

Herb and Honey Mustard Crusted Organic  
Salmon with Red Pepper Relish

Grilled Zucchini Rolls with Ratatouille Stuffing,  
Goat Cheese and Balsamic Drizzle

Vanilla Bean Panna Cotta with Roasted  
Strawberry Preserves

Cocoa Dusted Flourless Chocolate Cake with  
Port Wine Syrup

### **SOUTHERN COMFORT • \$45.00**

Cornbread Muffins

Served with Whipped Butter and Clover  
Honey

Mixed Greens Salad, Candied Walnuts and  
Strawberries with Honey-Dijon Vinaigrette

Red Skin Potato Salad with Scallions, Celery  
Hearts and Pickle Relish

Hardwood Smoked Beef Brisket with  
Memphis BBQ Sauce

Blackened Chicken Breast with Charred  
Sweet Corn and Tomato Relish

Triple Cheese Mac and Cheese with White  
Cheddar, Havarti, Gruyere, Cavatappi Pasta  
and Buttered Bread Crumbs

Warm Seasonal Cobbler with Vanilla Bean  
Cream

Traditional Banana Pudding

### **ROMA CAFÉ • \$46.00**

Sundried Tomato Focaccia and Sliced Ciabatta  
Served with Olive Oil and Grated Parmesan  
Cheese

Chopped Hearts of Romaine Salad, Artichoke,  
Garbanzo Beans, Tomato, and Roasted Red  
Peppers with Red Wine Vinaigrette

Farfalle Pasta and Broccoli Salad with Romano  
Cheese, Red Chile, Garlic, Lemon and Olive Oil

Basil Marinated Chicken Breast with Balsamic  
Butter, Oven Roasted Tomatoes, Grilled  
Lemons and Parsley

“Nonna’s” Italian Style Pot Roast with Zesty  
Fire Roasted Tomato Sauce and Fresh Basil

Porcini Mushroom Ravioli with Wild  
Mushroom, Baby Spinach and

Roasted Garlic Cream Sauce

Classic Tiramisu

Petite Cannoli

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# SAVOR...

## LUNCH BUFFETS

Minimum guarantee of 25 people for buffets. A labor fee will be added for all functions with a guarantee less than 25 people.

Pricing is per person and based on up to two hours of service. All lunch buffets are served with Iced Tea, Coffee, Decaffeinated Coffee and Hot Tea.

Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

### MEDITERRANEAN • \$45.00

Hearts of Romaine, Red Cherry Tomatoes, Cucumber, Shaved Radish and Feta with Red Wine-Oregano Vinaigrette

Caramelized Cauliflower, Green Lentil Baby Spinach, Oven Roasted Red Onion and Sweet Red Peppers with Sherry Vinaigrette

Grilled Lemon-Oregano Chicken Breasts with Lemon-Caper "Piccata" Style Sauce

Pan Seared Tilapia with Tomato, Olive and Grilled Onion Relish

Garlic and Rosemary Roasted Red Skin Potatoes

Green Zucchini with Tomato and Basil

Baklava

Limoncello Tartlets

### EL MERCADITO • \$45.00

House Made Guacamole and Salsa served with Chips

Latin Chopped Salad, Romaine Hearts, Tomato, Sweet Corn, Black Beans, Scallions, Black Olives and Monterrey Jack Cheese with Chipotle Ranch

Skirt Steak Fajitas with Roasted Onions and Poblano Peppers

Chicken Fajitas with Roasted Onions and Poblano Peppers

Served with Warm Flour Tortillas, Sour Cream, Salsa Verde and Chihuahua Cheese

Vegetable Empanada

Mexican "Fiesta" Rice

Vegetarian Boracho Beans

Mexican Wedding Cookies

Petite Individual Caramel Flan

### ASIAN • \$45.00

Baby Greens, Mandarin Oranges, Hearts of Palm and Pecans with Sesame Ginger Dressing

Beef Bulgogi Skewers with Scallions, Sesame Seeds and Sweet Soy Drizzle

Miso Marinated Chicken Breasts with Yuzu Butter Sauce

Pan Seared Baby Bok Choy and Shitake Mushrooms

Vegetable Fried Rice

Passion Fruit Tarts

Diced Fresh Fruit

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# SAVOR...

## LUNCH BUFFETS

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Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

### MAXWELL STREET DELI • \$36.00

Baby Greens Salad, Grape Tomatoes, Radish, Shaved Carrots and English Cucumber with Buttermilk Ranch and Balsamic Vinaigrette

Red Skin Potato Salad with Scallions, Celery Hearts and Pickle Relish

#### SELECTION OF DELI MEATS AND CHEESES

Smoked Turkey Breast, Ham, Roast Beef and Genoa Salami, Wisconsin Cheddar, Swiss Cheese and Muenster Cheese

Balsamic Grilled Portobello Mushrooms, Zucchini and Red Peppers

Green Leaf Lettuce and Roma Tomato Slices

Selection of Gourmet Breads, Rolls and Butter

Mayonnaise, Mustard, Pepper Rings and Spicy Pickle Chips

House Made Potato Chips

Assorted House Made Sea Salt Chocolate Chunk and Back Porch Oatmeal Raisin Cookies



### ARTISAN SANDWICH • \$37.00

Baby Greens Salad, Grape Tomatoes, Radish, Shaved Carrots, and English Cucumber with Buttermilk Ranch and Balsamic Vinaigrette

Tortellini Pasta Salad with Roasted Vegetables Creamy Pesto Vinaigrette

#### ARTISAN SANDWICH DISPLAY (select 3)

- Grilled Chicken Breast, Provolone Cheese, Lettuce, Oven Dried Tomato and Pesto Aioli on Asiago Cheese Pocket Bread
- Herb Roasted Turkey Breast with Swiss Cheese, Lettuce, Tomato and Dijonaise on Whole Wheat Focaccia
- Grilled Flank Steak with Horseradish Mayo and Red Onion Confit on a Tuscan Roll
- Hickory Smoked Ham with White Cheddar Cheese and Honey Mustard on a Croissant
- Caprese with Vine Ripened Tomatoes, Fresh Mozzarella Basil, Hearts of Romaine and Balsamic Drizzle on Ciabatta

Individual bags of Gourmet Potato Chips

Assorted Petite Cookies and Brownies

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# SAVOR...

## LUNCH STATIONS

Pick 3 or more stations to create a variety of lunch offerings.

Minimum guarantee of 100 people. Each station must be ordered for the full guarantee. A labor fee will be added for all functions with a guarantee less than 100 people. Chef Attendant required at \$275.00 each for up to four hours of service. Pricing is per person and based on up to two hours of service.

**3 STATIONS • \$45.00**

**EACH ADDITIONAL STATION • \$15.00**

### SALAD

*Please choose two salads:*

- Sonoma Quinoa Salad  
Red Quinoa, Edamame, Mango, Red Onion, Red Pepper, Cranberries, Almonds, Coconut, Cilantro, Baby Spinach, tossed in Lime Vinaigrette
- Roasted Cauliflower Lentil Salad  
Roasted Red Onion, Red Pepper, Baby Spinach, Sherry Vinaigrette
- Powerhouse Salad  
Broccoli, Raisins, Cauliflower, Carrots, Sunflower Seeds, Pumpkin Seeds, Lemon Juice, Olive Oil
- Brussel Sprout Salad  
Petite Roasted Brussel Sprout Salad with Sweet Potato, Pomegranate Seeds, Pine Nuts, Lemon Vinaigrette

### POKE BOWLS

Bowls of Jasmine Rice topped with your choice of Ahi Tuna Poke, Korean BBQ Chicken or Miso Marinated Tofu

Additional toppings to include:

Spicy Avocado, Radish, Cucumber, Shredded Carrots and Picked Ginger

### PROTEIN BOWLS WITH QUINOA

Quinoa, Wilted Spinach, Roasted Tomatoes and Roasted Red Peppers Bowls

*Please choose two skewers:*

- Char Crusted Beef Skewers
- Pesto Chicken Grilled
- Vegetable Skewers with Balsamic Reduction

### MAG MILE

Petite cups of "24 Carrots" Salad with Roasted Heirloom Carrots, Spiced Pecans, Local Goat Cheese, Baby Mache, Maple Orange Vinaigrette Smoked Gouda and Beef Slider with Red Onion Jam and Black Truffle Aioli

Portobello Mushroom Slider with Roasted Tomato and Red Pepper Aioli

### ITALIAN

Italian Chopped Salad with Romaine Hearts, Tomato, Cucumber, Garbanzo Beans, Pickled Cherry Peppers and Provolone with Italian Dressing

Petite Cheese, Eggplant and Mushroom Calzones

Petite Cheese and Sausage Calzones

### LATIN

Guacamole with Tortilla Chips

Ropa Vieja Empanada

Black Bean, Corn and Calabaza Queso Fresco Empanada

Latin Style Rice

Served with Salsa Verde and Salsa Roja

### DESSERT

*Please choose two desserts:*

- Mini Flourless Chocolate Cake with Whipped Cream
- Mini Cannoli's
- Fruit Skewers
- Petite Vanilla Bean Panna Cotta
- Mini Chocolate Bundt Cakes
- Assorted Mini Tarts
- Petite Wild Berry Cups with Honeyed Creme Fraiche

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# SAVOR...

## HOT BOXED MEAL

Each course individually packaged. Select one salad, one entrée and one dessert.  
Minimum of 25 per selection, must order for the full guarantee.

### SALAD OPTIONS

#### SIMPLY GREENS

Baby Mesclun Greens, Shaved Fennel, Radish,  
Golden Grape Tomato and Honey Dijon Dressing

#### CLASSIC CAESAR

Hearts of Romaine, Shaved Parmesan, Focaccia  
Crostoni, Blistered Cherry Tomato, Cracked  
Peppercorns and Creamy Caesar Dressing

#### BABY WEDGE • \$2.00 additional

Wedges of Baby Iceberg Lettuce, Red Tomato,  
Applewood Bacon, Crumbled Wisconsin Bleu  
Cheese and Buttermilk Dressing

#### ZINFANDEL-HONEY POACHED PEAR • \$2.00 additional

Baby Greens, Local Chevre Cheese, Candied  
Pecans and Sherry Vinaigrette

### DESSERT

#### MASCARPONE AND ESPRESSO TIRAMISU

**GOOEY BUTTER CAKE** Seasonal Fruit Preserves

### ENTRÉE OPTIONS

#### ROASTED GARLIC CHICKEN BREAST • \$42.00

Whipped Yukon Potatoes, Sautéed  
Broccolini, Roasted Carrots and  
Balsamic Butter Sauce

#### LEMON AND BLACK TRUFFLE CRUSTED CHICKEN BREAST • \$45.00

Black Pepper and Gruyere Potato Pave, French  
Green Beans and Caramelized Shallots

#### SLOW ROASTED BEEF SHORT RIB • \$47.00

Yukon Mashed Potatoes, Sauteed Green  
Beans and Roasted Cippolini Onions

#### GRILLED ZUCCHINI PACKETS STUFFED WITH RATATOUILLE • \$40.00

Sundried Tomato and Kalamata Olive with  
Quinoa, Baby Spinach and Red Onion Jam

#### MOM'S CARROT CAKE

Cream Cheese Frosting and Salted Caramel Sauce

#### HOMESTYLE BEEF MEATLOAF • \$45.00

White Cheddar Mac and Cheese, Roasted Medley  
of Vegetables

#### GRILLED ATLANTIC SALMON • \$45.00

Wild Rice Pilaf, Baby Broccoli, Red Pepper Relish



#### FLOURLESS CHOCOLATE CAKE

Seasonal Berry Compote

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# SAVOR...

## PLATED LUNCH

Minimum guarantee of 25 people for plated functions. A labor fee will be added for all functions with a guarantee less than 25 people. All Plated Lunch options include Rolls with Butter, Iced Tea, Coffee, Decaffeinated Coffee and Hot Tea. Pricing is per person.

### SALAD OPTIONS

#### **SIMPLY GREENS • \$6.00**

Baby Mesclun Greens, Shaved Fennel, Radish, Golden Grape Tomato and Honey Dijon Dressing

#### **CLASSIC CAESAR • \$7.00**

Hearts of Romaine, Shaved Parmesan, Focaccia Crostini, Blistered Cherry Tomato, Cracked Peppercorns and Creamy Caesar Dressing

#### **BABY WEDGE • \$9.00**

Wedges of Baby Iceberg Lettuce, Red Tomato, Applewood Bacon, Crumbled Wisconsin Bleu Cheese and Buttermilk Dressing

#### **ZINFANDEL-HONEY POACHED PEAR • \$9.00**

Baby Greens, Local Chevre Cheese, Candied Pecans and Sherry Vinaigrette

### DESSERT

#### **MASCARPONE AND ESPRESSO TIRAMISU • \$8.00**

#### **GOOEY BUTTER CAKE • \$7.00**

Seasonal Fruit Preserves

### ENTRÉE OPTIONS

#### **ROASTED GARLIC CHICKEN BREAST • \$27.00**

Whipped Yukon Potatoes, Sautéed Broccolini, Roasted Carrots and Balsamic Butter Sauce

#### **LEMON AND BLACK TRUFFLE CRUSTED CHICKEN BREAST • \$30.00**

Black Pepper and Gruyere Potato Pave, French Green Beans and Caramelized Shallots

#### **PAN SEARED SEABASS • \$35.00**

Fingerling Potatoes, Haricot Verts, Blistered Tomato and Rosemary Orange Butter Sauce

#### **GRILLED ZUCCHINI PACKETS STUFFED WITH RATATOUILLE • \$25.00**

Sundried Tomato and Kalamata Olive with Quinoa, Baby Spinach and Red Onion Jam

#### **MOM'S CARROT CAKE • \$8.00**

Cream Cheese Frosting and Salted Caramel Sauce



#### **EGGPLANT ROLL UPS • \$26.00**

Sundried Tomato, Baby Spinach, Artichoke and Tofu with Balsamic Drizzle and Red Pepper Coulis

#### **COFFEE RUBBED FLAT IRON STEAK • \$32.00**

Roasted Root Vegetables, English Pea Shoots and House Made Steak Sauce

#### **FLOURLESS CHOCOLATE CAKE • \$7.00**

Seasonal Berry Compote

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# SAVOR...

## TWO COURSE PLATED SALAD LUNCH

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### **"SUPERFOOD" CHOPPED • \$26.00**

Baby Kale, Red Quinoa, Blueberry, Sunflower Seeds, Cauliflower, Broccoli, Dried Cranberries, Almonds, Mango, Carrot with Honey Orange Dressing

### **AHI TUNA NICOISE • \$30.00**

"Herb De Provence" Rubbed Ahi Tuna, Tomato, Marinated French Beans, Fingerling Potato, Olives, Egg, Caper Berries and Baby Frisée with Lemon-Dijon Vinaigrette  
(Can substitute Cold Grilled Salmon)

### **DESSERT**

#### **MASCARPONE AND ESPRESSO TIRAMISU • \$8.00**

#### **GOOEY BUTTER CAKE • \$7.00**

Seasonal Fruit Preserves



### **HERB GRILLED CHICKEN AND BERRIES • \$27.00**

Grilled Chicken Breast, Baby Greens, Blackberries, Blueberries, Red Grapes, Goat Cheese, Shaved Apples, Pecans with Rosemary Lime Dressing

#### **MOM'S CARROT CAKE • \$8.00**

Cream Cheese Frosting and Salted Caramel Sauce

### **APPLEWOOD SMOKED TURKEY COBB • \$27.00**

Romaine Hearts, Chopped Bacon, Smoked Turkey, Tomato, Wisconsin Cheddar, Scallion, Bleu Cheese, Egg with Green Goddess Dressing

### **"BLACK AND BLEU" • \$27.00**

Tender Butter Lettuce, Crisp Iceberg, Herb Marinated Flat Iron Steak, Oven Dried Tomato, Avocado, Local Wisconsin Bleu Cheese, Crispy Onion Strings with Buttermilk Dressing

#### **FLOURLESS CHOCOLATE CAKE • \$7.00**

Seasonal Berry Compote

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# SAVOR...

## INDIVIDUALLY PACKAGED SNACKS

Minimum order of one dozen per item

### PER DOZEN (individually wrapped)

- Freshly Baked Cookies • **\$50.00**
- Fudge Brownies • **\$50.00**
- Rice Krispy Treats • **\$50.00**
- Individually Wrapped Biscotti • **\$42.00**
- Assorted Cake Pops • **\$65.00**
- Chocolate Dipped Graham Crackers • **\$50.00**
- Chocolate Pretzel Rods • **\$50.00**
- Kind Bars • **\$45.00**
- Bird Seed Bars • **\$42.00**
- Miniature Hershey's Chocolates • **\$25.00/lb**

### EACH

- Assorted Energy Bars • **\$4.00**
- Assorted RX Bars • **\$6.50**
- Assorted Quaker Granola Bars • **\$3.00**
- Bags of Stacy's Pita Chips • **\$4.00**
- Bags of Assorted Chips • **\$3.00**
- Individual Trail Mix • **\$6.00**
- Individual Bag of Nuts • **\$6.00**
- Garrett Chicago Mix Popcorn • **\$6.00**
- Skinny Pop Popcorn • **\$4.00**
- Sabra Hummus and Pretzel Cup • **\$6.00**
- Sabra Guacamole and Tortilla Cup • **\$6.00**



- Mozzarella or Cheddar Cheese Sticks • **\$3.00**
- Beef Jerky Sticks • **\$7.00**
- Novelty Ice Cream or Fruit Bars • **\$4.50**
- Premium Ice Cream or Fruit Bars • **\$6.00**

### SNACK CUPS

Minimum of 12 per selection

- Red Grapes and Cubed Cheddar Cheese • **\$7.00**
- Domestic Cheese and Crackers • **\$7.00**
- Diced Salami and Gouda • **\$7.00**
- Individual Crudités - Carrots, Celery, Radish, Cucumber, Tomato and Ranch Dressing • **\$7.00**
- Italian Antipasto Cups - Artichoke, Sundried Tomato, Olives, Pepperoni, Provolone and Zesty Italian Dressing • **\$7.00**
- Petite Trail Mix Cups • **\$7.00**
- Hard Boiled Eggs(2 per cup) with Salt and Pepper Packets • **\$6.00**

### SNACK PACKS • \$14.00

Minimum of 12 per selection

- Tomato-Basil Bruschetta, Crostini, Prosciutto and Fresh Mozzarella Cheese
- Local Gouda, Candied Pecans and Cheese Crisps
- Turkey Breast, Hooks Cheddar Cheese, Strawberries and Almonds
- Greek Town Mezze Hummus, Pita, Baba Ganoush and Cucumber Slices
- Grilled Chicken Breast, Hard Boiled Egg, Provolone Cheese and Marinated Tomatoes

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# SAVOR...

## BREAK PACKAGES

Minimum guarantee of 12 people for break package.  
Pricing is per person and based on one hour of service.  
Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

### TRAIL MIX BAR • \$16.00

Honey Toasted Oats, Almonds, Peanuts, Dried Cherries, Dried Apricots, Dried Bananas, Chocolate Chips, Toasted Coconut, M&Ms and Yogurt Covered Pretzels

Assorted Whole Fruit

### MINI 'WICHES • \$18.00

Nutella and Banana  
Brie and Apple  
Cinnamon Raisin Bread with Cream Cheese

House Made Granola Bars

Assorted Whole Fruit

### MIDWEST COMFORT • \$18.00

Cinnamon Spice Glazed Walnuts

Warm Soft Pretzel Sticks with Warm Beer  
Cheddar Cheese Sauce and Honey Mustard

Pimento Cheese Spread with Flatbread and Crackers



### CANDY SHOPPE • \$16.00

Jar displays of  
M&Ms Candy, Lemonheads,  
Chocolate Covered Pretzels, Jelly Beans,  
Licorice Sticks, Skittles and Starburst Candy

### "MY KIND OF TOWN" • \$18.00

Individual Bags of "ChiTown Mix"  
Gourmet Cheddar and Caramel Popcorn

Mini Chicago Style Hot Dogs with Tomato, Onion,  
Neon Relish, Dill Pickle, Mustard and Celery Salt

Eli's Cheesecake Mini Bites

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# SAVOR...



## GARRETT POPCORN

Garrett Popcorn Shops® use only the highest quality, wholesome ingredients. Garrett Popcorn coats every kernel with the secret family recipes in old-fashioned copper kettles. GARRETT . . . LIKE NO OTHER®

### INDIVIDUAL BAGS

#### Flavors:

Minimum order of 50 bags per flavor

- Garrett Mix® - Combination of CaramelCrisp® & CheeseCorn
- CaramelCrisp®
- CheeseCorn
- Buttery

**Small Bag, 2 cups • \$6.50**

**Medium Bag, 4 cups • \$9.00**

**Large Bag, 6.5 cups • \$13.00**



**ONE TIME DAILY DELIVERY FEE • \$150.00**

### LIMITED TIME RECIPES

Ask your Catering Sales Manager for the seasonal and limited time recipes!

### CUSTOMIZE YOUR GARRETT POPCORN BAG

Ask your Catering Sales Manager about this great opportunity to increase your brand awareness.

Pocket Bags • \$0.50 per bag

Bag Labels • \$0.50 per label

### GARRETT CART

**Service for up to 4 hours • \$1,775.00**

#### Package includes:

- Approximately (400) 1 cup Snack Bags
- Attendant to Scoop and Serve
- Garrett Snack Bags, Scoops and Napkins
- Garrett Branded Cart



#### Choose up to 4 flavors:

- Garrett Mix® - Combination of CaramelCrisp® & CheeseCorn
- CaramelCrisp®
- CheeseCorn
- Buttery



#### Additional:

- Bags • \$400.00 per 100 bags
- Hours • \$275.00 for up to an additional 4 hours

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# SAVOR...

## BEVERAGES

All Hot Beverages have three gallon minimum order.



**STARBUCKS Regular Coffee • \$70.00 per gallon**

**STARBUCKS Decaffeinated Coffee • \$70.00 per gallon**

Regular Coffee • **\$60.00 per gallon**

Decaffeinated Coffee • **\$60.00 per gallon**

Hot Tea • **\$50.00 per gallon**

Hot Chocolate • **\$50.00 per gallon**

Orange Juice • **\$42.00 per gallon**

Iced Tea • **\$42.00 per gallon**

Lemonade • **\$42.00 per gallon**

**FRUIT INFUSED WATER • \$44.00 per 3 gallons**

*A healthy green alternative to soda and manufactured bottled water*

*(Includes 3 gallon water dispenser)*

**FLAVORS:**

Classic Lemon

Cucumber-Mint

Grapefruit-Rosemary

Pineapple-Blackberry

Mango, Lime and Basil

Kiwi-Strawberry



Pepsi Soda Products • **\$72.00 per case (24)**

Pepsi Soda Products • **\$3.25 each**

Aquafina Bottled Water • **\$72.00 per case (24)**

Aquafina Bottled Water • **\$3.25 each**

Bubly Flavored Sparkling Water • **\$3.25 each**  
(Lime, Grapefruit, Mango & Cherry)

Bottled Iced Tea • **\$4.00 each**

Bottled Juice • **\$4.00 each**

Rock Star Energy Drink • **\$5.00 each**

Starbucks Frappuccino • **\$6.00 each**

Milk Pint • **\$2.50 each**

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# SAVOR...

## PLATED DINNER

*Our expert culinary staff is eager to craft a custom menu that will best fit your needs and exceed your expectations. Your menu will be customized to meet all of your likes and special requests by utilizing ingredients that are in the height of their season and grown locally, when possible. Below is just a sample of what your customized dinner menu could be...*

*We look forward to creating one with you!*

### SUMMER PLATED MENU SAMPLE

Baby Greens, Whipped Feta, Butternut Squash, Shaved Candy Stripe Beets, Pomegranate Seeds and Puffed Quinoa with Balsamic Vinegar and Olive Oil

Char Crusted Filet of Beef, Candied Shallot, Sweet Potato Puree and Asparagus with Red Wine Demi-Glace

Vanilla Bean Panna Cotta  
with Brandied Peach Compote and Candied Basil

Perfectly Paired Wine, Coffee, Decaffeinated Coffee and Hot Tea

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# SAVOR...

## COLD HORS D'OEUVRES

Sold per twenty-five pieces. Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service

### **GRAPE & GOAT CHEESE LOLLIPOP • \$120.00**

Grape and Goat Cheese Lollipops  
Rolled in Crushed Pistachios

### **GORGONZOLA, BALSAMIC FIG AND PECAN CROSTINI • \$115.00**

**WHIPPED BRIE, BACON AND PICKLED  
BLUEBERRY CROSTINI • \$115.00**  
Grilled Crostini

### **BOURSIN CHEESE AND RIESLING POACHED PEAR PARMESAN CRISP PINWHEEL • \$115.00**

**CAPRESE SKEWERS • \$115.00**  
Grape Tomato, Mozzarella, Basil and Balsamic

**CURRIED CHICKEN LETTUCE WRAP • \$120.00**  
with Fresh Chives

**SHRIMP COCKTAIL • \$145.00**  
Horseradish Cocktail Sauce and Lemon-Basil  
Aioli

### **FRESH VEGETABLE SPRING ROLLS • \$115.00**

Sweet Soy Drizzle

### **SPICED CHICKEN WONTON SALAD CUPS • \$120.00**

Sweet Chile Sauce, Kimchi Slaw  
with Wonton Strips

### **NY STRIP LOLLIPOPS • \$135.00**

Red Onion Jam, Horseradish Cream  
and Micro Arugula

### **PETITE AHI TUNA TACO • \$135.00**

Spicy Avocado Puree, Pickled Ginger  
and Micro Cilantro

### **SEARED SCALLOP • \$135.00**

Grapefruit Yuzu Marmalade,  
Pink Peppercorn and Chervil

### **BEEF TENDERLOIN CROSTINI • \$130.00**

Horseradish Cream, Baby Arugula,  
Sweet Red Onion Confit and Crispy Crostini

### **LOBSTER "BLT" STUFFED CHERRY TOMATO • \$135.00**

Lobster, Bacon, Chervil and Lemon Aioli



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# SAVOR...

## HOT HORS D'OEUVRES

Sold per twenty-five pieces. Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

**BACON WRAPPED  
ALMOND STUFFED FIG • \$130.00**  
Piquillo Pepper Sauce

**BACON WRAPPED DIVER SCALLOP • \$140.00**  
Red Pepper Romesco Sauce

**BACON WRAPPED  
ROASTED JALAPENO • \$130.00**  
Cheddar Cheese and Chipotle Ranch



**PORTOBELLO MUSHROOM SLIDER • \$130.00**  
Roasted Tomato and Red Pepper Hummus

**SMOKED GOUDA AND BEEF SLIDER • \$140.00**  
Red Onion Jam and Black Truffle Aioli

**MONTEREY JACK CHEESE AND  
TURKEY SLIDER • \$130.00**  
Sweet Pickle and Spicy Ketchup

**ARTICHOKE AND PARMESAN  
FRITTERS • \$115.00**  
Lemon Aioli

**WHITE CHEDDAR  
MAC & CHEESE BITES • \$115.00**  
Spicy Tomato Jam

**CHICKEN POT STICKER • \$115.00**  
Rice Vinegar, Soy and Chile Flake Dipping Sauce

**SEARED BLUE CRAB CAKE • \$135.00**  
Citrus Aioli

**WILD MUSHROOM ARANCINI • \$130.00**  
Smoked Tomato Jam

**PANKO CRUSTED PORTOBELLO  
MUSHROOMS • \$130.00**  
Red Pepper Aioli

**TOGARASHI CRUSTED SHRIMP  
SATAY • \$140.00**  
Pickled Red Onion and Sweet Chili Sauce

**BEEF BULGOGI SATAY • \$130.00**  
Grilled Scallion and Sesame Seeds

**SZECHUAN PEPPERCORN CRUSTED  
LAMB SATAY • \$130.00**  
Pickled Ginger and Sweet Soy Sauce

**FRENCH ONION TARTLETS • \$115.00**

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# SAVOR...

## RECEPTION PLATTERS

Service Attendant required. Service Attendants are \$275.00 each for up to four hours of service.

### DELUXE IMPORTED AND DOMESTIC CHEESE

Chef's Selection of Imported and Domestic Cheese garnished with Seasonal Fresh Fruit, Almonds, Dried Apricots, Sliced Sourdough Baguette and Assorted Crackers

**Small Platter Serves 12 • \$115.00**

**Medium Platter Serves 25 • \$230.00**

**Large Platter Serves 50 • \$450.00**

### SLICED SEASONAL FRUIT PLATTER

A Selection of Seasonal Fresh Fruit and Berries with Greek Yogurt Honey Dip

**Small Platter Serves 12 • \$93.00**

**Medium Platter Serves 25 • \$190.00**

**Large Platter Serves 50 • \$380.00**

### ITALIAN ANTIPASTO PLATTER

Capicola, Genoa Salami and Mortadella Basil Marinated Fresh Mozzarella, Fontina, Provolone and Gorgonzola, Marinated Roasted Red Peppers, Balsamic "Baby Bella" Mushrooms and Charred Cipollini Onions, Sicilian Olive Salad, Tomato Basil Bruschetta, Sundried Tomato Focaccia, Italian Flat Breads and Rosemary Infused Bread Sticks

**Small Platter Serves 12 • \$120.00**

**Medium Platter Serves 25 • \$240.00**

**Large Platter Serves 50 • \$470.00**

### RUSTIC CHARCUTERIE BOARD

Prosciutto, Speck Tirolese, Soppressata and Mortadella al Pistachio paired with Italian Cheese; Ubriaco, Robiola and Teleggio Olives, Peppers, Sliced Sourdough and Crackers

**Small Platter Serves 12 • \$120.00**

**Medium Platter Serves 25 • \$240.00**

**Large Platter Serves 50 • \$470.00**

### DELUXE CRUDITÉS AND DIP PLATTER

Chef's Selection of Seasonal Fresh Vegetables served with Green Goddess Dip and Red Pepper Hummus

**Small Platter Serves 12 • \$95.00**

**Medium Platter Serves 25 • \$190.00**

**Large Platter Serves 50 • \$360.00**

### GRILLED AND MARINATED VEGETABLES

Balsamic Marinated Portobello Mushrooms, Zucchini with Basil, Roasted Garlic Rubbed Yellow Squash, Charred Red Onion, Roasted Red Pepper and Oven Dried Tomatoes with Balsamic Syrup

**Small Platter Serves 12 • \$105.00**

**Medium Platter Serves 25 • \$210.00**

**Large Platter Serves 50 • \$375.00**



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# SAVOR...

## RECEPTION CARVING STATION

Minimum guarantee of people per station. Pricing is per person. A Chef Attendant is required for each Carving Station.  
Chef Attendants are \$275.00 each for up to four hours of service.

### CARVING STATIONS

#### **ARGENTINIAN GARLIC MOJO TRI-TIP • \$20.00**

Traditional Chimichurri Sauce  
Warm Rosemary Flatbread  
Tomato, Red Onion and Arugula Salad  
Oven Baked Sweet Plantains

#### **CRÉOLE CAJUN TURKEY BREAST • \$17.00**

Cajun Remoulade and Honey Mustard  
Honey Corn Bread Muffins  
Black Eyed Pea Salad  
Vegetable Jambalaya



### A LA CARTE

#### **CHILI RUBBED PORK TENDERLOIN • \$14.00**

Chili Orange Sauce

#### **FIRE ROASTED BEEF TENDERLOIN • \$21.00**

Gorgonzola-Peppercorn Sauce

### A LA CARTE SIDES

#### **SEASONAL GREEN SALAD • \$5.00**

served with Oil & Vinegar, Ranch and Balsamic Vinaigrette

#### **TRADITIONAL CAESAR SALAD • \$5.00**

#### **GRILLED SEASONAL VEGETABLES • \$5.00**

#### **YUKON MASHED POTATOES • \$5.00**

#### **JASMINE RICE • \$5.00**

#### **ROASTED BABY POTATOES • \$5.00**

with Garlic and Rosemary

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# SAVOR...

## RECEPTION STATIONS

Mix and match to create the ideal menu for your attendees. Minimum 3 stations. Pricing is per person with a minimum of 100 people per station, each station must be ordered for the full guarantee. A labor fee will be added to guarantees of less than 100 people. Service Attendants required. Service Attendants are \$275.00 each for up to four hours of service.

### **SALAD SHAKER BAR • \$18.00**

Pre-Made Individual Salads

- Chopped Romaine, Bleu Cheese Crumble, Petite Pasta, Diced Red Onion and Avocado
- Baby Spinach, Sliced Strawberries, Glazed Pecans, Crimson Beets and Goat Cheese
- Farfalle Pasta, Sweet Red Pepper and Pesto

### **PROTEIN and DRESSING BAR**

Diced Chicken, Chopped Bacon and Sliced Tenderloin  
Roasted Tomato Vinaigrette, Balsamic Vinaigrette and Creamy Ranch

### **DIM SUM STATION • \$20.00**

Fresh Shitake Mushroom Spring Rolls with Ramen Noodle Salad in Mini Take Out Containers  
Shrimp Shumai  
Steamed Salt and Pepper Edamame with Chili Flake  
Vegetarian Whole Wheat Bao Buns  
Sushi Maki Roll Assortment: California, Tuna and Spicy Salmon  
Spicy Asian Mustard, Sweet Chili Garlic, Wasabi, Soy and Pickled Ginger

### **DEVON STREET • \$16.00**

Spicy Punjabi Snack Mix served in Bamboo Cones  
Potato and Pea Samosa's with Cilantro and Tamarind Chutney  
Tandoori Chicken Skewers with Cucumber Raita

### **SEAFOOD DISPLAY • \$32.00**

East Coast Wellfleet Oysters and West Coast Kumamoto Oysters served on the Half Shell with of Mignonette, Spicy Cocktail Sauce with Horseradish and Fresh Lemons  
Jumbo Shrimp Shooters with Mojito Aioli and Traditional Horseradish Cocktail Sauce  
Togarashi Spiced Ahi Tuna, Avocado Mousse and Crispy Plantain  
Lobster "Cocktails" with Fresh Mango, Pineapple and Thai Chili

### **CEVICHERIA • \$15.00**

Individually served in Petite Glasses

- Citrus Poached Shrimp with Mango, Basil, Golden Tomatoes and Habanero Vinaigrette
  - Crab with Tomatillo, Avocado, Citrus and Cilantro Vinaigrette
  - Tequila Cured Salmon with Pineapple Mango
  - Wild Mushrooms with Epazote, Garlic Confit and Chipotle Vinaigrette
- Pico de Gallo and Plantain Chips

### **FONDUE STATION • \$18.00**

A trio of Fondues to include Classic Swiss, American Lager & Cheddar, Smoked Gouda Cheeses  
Served with Cubed Pumpernickel, Sourdough and Pretzel Bread, Roasted Mushrooms, Cherry Tomatoes and Roasted Mini Potatoes

### **MIXED UP MAC & CHEESE • \$18.00**

Petite Apple and Fennel Salad with Baby Spinach and Mandarin Oranges  
• Cavatappi Pasta with Lobster, Gruyere, White Cheddar, Roasted Grape Tomato, Baby Spinach and Buttered Crumbs  
• Orrechietta Pasta with Smoked Gouda, Fontina, Roasted Portobello, Tomato and Wilted Greens  
• Rotini Pasta with Buffalo Chicken, Celery, Carrots, Caramelized Onion and Gorgonzola Cream Sauce

### **LONE STAR BBQ SHACK • \$18.00**

Dixie Cole Slaw  
Bourbon and Brown Sugar Pulled Pork Slider  
House Smoked Beef Brisket Sliders  
Poblano Chile and Portobello Mushroom Quesadilla's  
SAUCE BAR - House-Made BBQ Sauces and Salsa  
• Smoky Bourbon and Brown Sugar  
• Memphis Style Fire Starter – *Caution: contains a bit of a kick!*  
• "Carolina Gold" Style Mustard and Black Pepper  
• Sweet and Tangy Alabama White  
• Green Chile-Lime Salsa  
Tandoori Chicken Skewers with Cucumber Raita

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# SAVOR...

## A TOUR OF CHICAGO DINNER STATIONS

A culinary tour of the Chicago neighborhoods that will be sure to give your guests a memorable “Sweet Home Chicago” experience. These stations focus on a colorful display of cuisines that are highlighted in some of Chicago’s most popular neighborhoods. Minimum 3 stations. Pricing is per person with a minimum of 100 people per station, each station must be ordered for the full guarantee. A labor fee will be added for the guarantee less than 100 people. Chef Attendants are required at \$275.00 each for up to four hours of service.

### **MAG MILE • \$21.00**

“24 Carrots” Salad with Roasted Heirloom Carrots, Spiced Pecans, Local Goat Cheese and Baby Mache with Maple Orange Vinaigrette  
Horseradish, Rosemary and Sea Salt Crusted Tenderloin served with Zinfandel-Peppercorn Demi-Glace, Horseradish-Chive Cream Sauce served with Soft Buttery Rolls  
Mini Twice Baked Potatoes

### **JOSEPHINE’S • \$18.00**

Blackeyed Pea Salad  
Vegetable Jambalaya  
Jerk Chicken Mac & Cheese

### **LITTLE INDIA • \$18.00**

Chicken Tikka Masala  
Vegetarian Curry  
Basmati Rice  
Naan

### **ITALIAN VILLAGE • \$16.00**

Italian Chopped Salad with Romaine Hearts, Tomato, Cucumber, Garbanzo Beans, Pickled Cherry Peppers and Provolone with Italian Dressing  
Warm Spinach, Artichoke & Roasted Tomato Dip with Toasted Crostini and Crackers  
Petite Cheese, Eggplant and Mushroom Calzones  
Red Wine Braised Italian Sausage and Peppers with Mini Crusty Rolls

### **PILSEN • \$17.00**

Twisted Tacos (Select 2)  
• Big Island Tuna  
Tuna Poke, Spicy Avocado, Pickled Ginger, Sesame Seeds and Wonton Shell  
Served with Asian Slaw  
• Cuban Pork  
Shredded Pork, Dill Pickle Relish, Spicy Mustard, Swiss Cheese Sauce and Flour Tortillas  
Served with Jicama Slaw  
• Buffalo Chicken  
Crispy Chicken Breast, Buffalo Sauce, Danish Bleu Cheese, Celery Relish, Flour Tortilla  
Served with Ranch Potatoes

### **CHINA TOWN • \$16.00**

Asian Noodle Salad with Fresh Spring Rolls in Mini Take Out Containers  
Grilled Beef Bulgogi Skewers with Sesame Seeds, Sweet Soy Drizzle  
Chicken Lettuce Cups with Asian Slaw

### **GREEK TOWN • \$16.00**

Greek Village Salad with Tomato, Cucumber, Feta Cheese and Red Onion with Oregano Vinaigrette  
Classic Spanakopita with Sundried Tomato and Red Pepper Dipping Sauce  
Grilled Lemon Chicken Skewers with Charred Lemon and Cucumber Tzatziki

### **SWEET HOME CHICAGO • \$14.00**

Frango Mint Brownie Bites  
Eli’s Cheesecake Bites  
Neiman Marcus Bars  
Petite Lemon Head Parfaits  
Coffee, Decaffeinated Coffee and Hot Tea

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# SAVOR...

## MISTIFY

Mistify and captivate your clients and guests while they visit your Booth! Guests will be wowed by the interactive, liquid nitrogen Dessert and Cocktail Bar. Right before your eyes, at -321 °F, we create the smoothest, most delectable Ice Cream and Frozen Cocktails. Freshly Frozen Creations in a mesmerizing cloud of mist! Below are examples of popular packages, but the possibilities to create a customized experience are endless! Contact your Catering Sales Manager to create the perfect *ice breaker*!

### PREMIUM ICE CREAM, FROZEN COFFEE AND SORBET

#### SERVICE FOR UP TO 8 HOURS • \$4,900.00

Package includes:

- (800) 2oz servings
- 2 trained & licensed Attendants to create and serve
- Elegant LED Bar & Podium  
(Inquire about the ability to match company colors)
- Disposable cups, spoons, and napkins

#### ONE TIME SET-UP FEE • \$700.00 AND SERVER FEE • \$550.00

#### SERVICE FOR UP TO 4 HOURS • \$2,950.00

Package includes:

- (400) 2oz servings
- 1 trained & licensed Attendant to create and serve
- Elegant LED Bar & Podium  
(Inquire about the ability to match company colors)
- Disposable cups, spoons, and napkins

#### Choose 2 flavors (duration of show dates)

Strawberry Sorbet • Strawberry-Lime Sorbet  
Pineapple-Coconut Sorbet • Mango-Citrus Sorbet  
Cafe Latte • Mocha Latte

#### ONE TIME SET-UP FEE • \$700.00 AND SERVER FEE • \$275.00

100 ADDITIONAL SERVINGS • \$600.00

TOPPINGS BAR • \$1.00 PER SERVING



### FROZEN COCKTAIL BAR

#### SERVICE FOR UP TO 8 HOURS • \$6,900.00

Package includes:

- (800) 2oz servings
- 2 trained & licensed Attendants to create and serve
- Elegant LED Bar & Podium  
(Inquire about the ability to match company colors)
- Disposable cups, spoons, and napkins

#### ONE TIME SET-UP FEE • \$700.00 AND BARTENDER FEE • \$550.00

#### SERVICE FOR UP TO 4 HOURS • \$3,500.00

Package includes:

- (400) 2oz servings
- Trained & licensed Attendant to create and serve
- Elegant LED Bar & Podium  
(Inquire about the ability to match company colors)
- Disposable cups, spoons, and napkins

#### Choose 2 flavors (duration of show dates)

Simply Lime Margarita • Strawberry Margarita • Chocolate Whiskey Ice Cream Cocktail • Peach Bellini • Sinfully Scotch Ice Cream Cocktail  
Frozen Cranberry Cocktail • Amaretto Freeze • Pina Colada • Passion Fruit Colada • White Russian Ice Cream Cocktail

#### ONE TIME SET-UP FEE • \$700.00 AND BARTENDER FEE • \$275.00

100 ADDITIONAL SERVINGS • \$850.00

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# SAVOR...

## BARS

A Bartender is required for all Bar services. 1 Bartender per 100 guests for Full Bars. 1 Bartender per 150 guests for Beer and Wine Bars. Bartender fee is \$275.00 each for up to four hours of service and \$80.00 for each additional hour. Pricing includes disposable service. Glassware service is available at an additional \$3.00 per person. There is a minimum of \$800.00 per consumption bars and \$1,000.00 per cash bars.

### CONSUMPTION BARS

*Estimated consumption will be determined with your Sales Manager. Actual consumption will be calculated following your function. There is a minimum of \$800.00 per bar.*

### PREMIUM SELECTIONS

Premium Cocktails • **\$9.00**

Vodka • Svedka  
Gin • CH Distilleries  
Rum • Bacardi  
Tequila • El Jimador  
Bourbon • Jim Beam  
Scotch • Dewars  
Canadian Whiskey • Canadian Club  
Beer • Miller Lite, Coors Light,  
Heineken and Corona

Domestic Beer • **\$6.50**  
Import Beer • **\$7.00**  
Craft Beer • **\$7.50**

Bottled Water • **\$3.25**  
Soft Drinks • **\$3.25**  
Juices • **\$4.00**

### SUPER PREMIUM SELECTIONS

Super Premium Cocktails • **\$10.00**

Vodka • Ketel One  
Gin • Tanqueray  
Rum • Captain Morgan  
Tequila • El Milagro  
Bourbon • Markers Mark  
Scotch • Chivas Regal  
Canadian Whiskey • Crown Royal  
Domestic Beer • Miller Lite, Coors Light  
Import Beer • Heineken, Corona  
Craft Beer • Brickstone McCormick Place  
Everyday Ale, Revolution "Anti Hero" IPA

Domestic Beer • **\$6.50**  
Import Beer • **\$7.00**  
Craft Beer • **\$7.50**

Bottled Water • **\$3.25**  
Soft Drinks • **\$3.25**  
Juices • **\$4.00**

### CASH BARS

*There is a minimum of \$1,000.00 per bar. Customer is responsible for labor cost in addition to reaching the cash bar minimum.*

### CASH BAR PRICING

*Prices may vary depending on alcohol selection. Pricing listed is inclusive of taxes.*

House Cocktails • **\$11.00**  
House Wine • **\$9.00**

Domestic Beer • **\$7.50**  
Import Beer • **\$8.00**  
Craft Beer • **\$8.50**

Bottled Water • **\$3.75**  
Soft Drinks • **\$3.75**  
Juices • **\$4.50**

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# SAVOR...

## BARS

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### CONSUMPTION BARS

Estimated consumption will be determined with your Sales Manager. Actual consumption will be calculated following your function.

#### BAR PRICING PER DRINK

*Please select tier*

Tier One Wine • **\$9.00**

Tier Two Wine • **\$10.00**

Tier One Bubbles • **\$9.00**

Tier Two Bubbles • **\$10.00**

Bottled Water • **\$3.25**

Soft Drinks • **\$3.25**

Juices • **\$4.00**

#### WINE TIERS FOR CONSUMPTION BARS and PACKAGES

##### TIER ONE

Woodbridge • California  
Chardonnay, Pinot Grigio, Sauvignon Blanc,  
Cabernet Sauvignon, Merlot and Pinot Noir

##### TIER TWO

Chime • California  
Chardonnay, Cabernet Sauvignon,  
Red Blend and Pinot Noir

Allan Scott • California  
Sauvignon Blanc

Mark West • California  
Pinot Grigio

#### BUBBLES TIERS FOR CONSUMPTION BARS and PACKAGES

##### TIER ONE

La Marca • Italy  
Prosecco

##### TIER TWO

Spagnol • Italy  
Prosecco



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# SAVOR...

## BARS

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### **SUPER PREMIUM BAR PACKAGE**

2 HOUR PACKAGE • \$32.00  
EACH ADDITIONAL HOUR • \$11.00

### **PREMIUM BAR PACKAGE**

2 HOUR PACKAGE • \$30.00  
EACH ADDITIONAL HOUR • \$10.00

### **BEER PACKAGE**

Your choice of two Domestic Beers and two Imported/Craft Beers.

1 HOUR PACKAGE • \$16.00  
2 HOUR PACKAGE • \$24.00  
EACH ADDITIONAL HOUR • \$8.00

### **DOMESTIC**

Miller Lite and Coors Light

### **IMPORTED**

Heineken and Corona

### **CRAFT**

Brickstone McCormick Place Everyday Ale  
Brickstone Hop Skip  
Half Acre Daisy Cutter Pale Ale  
Revolution "Anti-Hero" IPA  
Motor Row Lager

### **BEER and WINE PACKAGE**

Your choice of one Domestic Beer, one Import or Craft Beer and two Wines.

1 HOUR PACKAGE • \$20.00  
2 HOUR PACKAGE • \$28.00  
EACH ADDITIONAL HOUR • \$9.00

### **RED**

Chime Pinot Noir, Chime Cabernet, Chime Red Blend, Blackstone Merlot and Dreaming Tree Cabernet

### **WHITE**

Kim Crawford Chardonnay  
Chime Chardonnay  
Allan Scott Sauvignon Blanc  
Mark West Pinot Grigio



**ALL PACKAGES INCLUDE**  
Soda and Bottled Water

### **WINE PACKAGE**

Your choice of two Red Wines and two White Wines.

1 HOUR PACKAGE • \$20.00  
2 HOUR PACKAGE • \$28.00  
EACH ADDITIONAL HOUR • \$9.00



### **RED**

Chime Pinot Noir, Chime Cabernet, Chime Red Blend, Blackstone Merlot and Dreaming Tree Cabernet

### **WHITE**

Kim Crawford Chardonnay  
Chime Chardonnay  
Allan Scott Sauvignon Blanc  
Mark West Pinot Grigio

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# SAVOR...

## WINE BY THE BOTTLE

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### REDS

#### *Pinot Noir*

- Chime • California • **\$39.00**
- Mark West • California • **\$45.00**
- Estancia • California • **\$49.00**
- Mac Murray Ranch • California • **\$58.00**

#### *Merlot*

- Blackstone • California • **\$46.00**

#### *Red Blend*

- Chime • California • **\$39.00**
- Whitehall Lane • California • **\$62.00**

#### *Cabernet*

- Dreaming Tree • California • **\$45.00**
- Ravenswood • California • **\$48.00**
- Louis Martini • California • **\$60.00**
- Franciscan • California • **\$69.00**

### WHITES

#### *Chardonnay*

- Chime • California • **\$39.00**
- Kim Crawford • California • **\$48.00**
- Clos Du Bois • California • **\$50.00**
- William Hill • California • **\$63.00**

#### *Sauvignon Blanc*

- Estancia • California • **\$47.00**
- Kim Crawford • California • **\$48.00**
- Allan Scott • New Zealand • **\$49.00**
- Whitehall Lane • California • **\$63.00**

#### *Pinot Grigio*

- Mondavi, Private Select • California • **\$40.00**
- Mark West • California • **\$46.00**

#### *Bubbles*

- La Marca, Prosecco • Italy • **\$35.00**
- Spagnol Prosecco • Italy • **\$40.00**

### HOUSE VARIETALS • \$36.00

*Chardonnay, Sauvignon Blanc, Pinot Grigio, Pinot Noir, Cabernet Sauvignon and Merlot*



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# SAVOR...

## BEER

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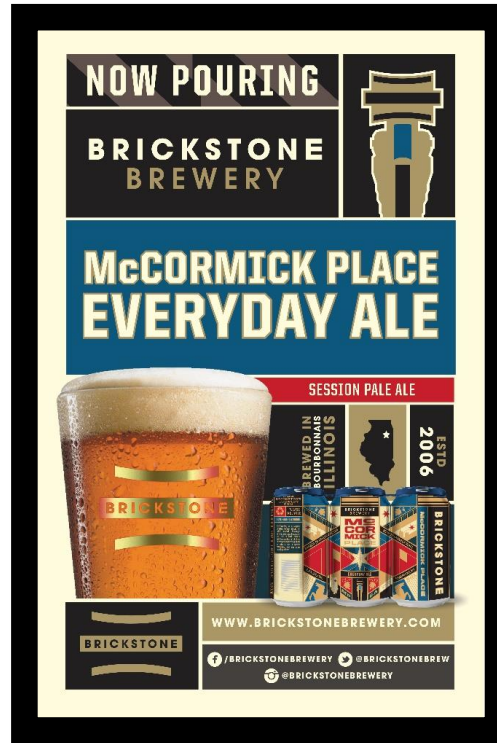
### OUR VERY OWN . . .

We are extremely excited about our collaboration with Brickstone Brewery.

Cascade Hops grown in the SAVOR...Chicago Rooftop Garden at McCormick Place is blended into the Beer. The result is our very own McCormick Place Everyday Ale.

Quantities are limited!

Please work with your Catering Sales Manager for availability.



**McCORMICK PLACE EVERYDAY ALE KEG • \$575.00**

### BEER KEGS

**DOMESTIC • \$475.00**

Miller Lite and Coors Light

**IMPORTED • \$575.00**

Heineken and Modelo Especial

**CRAFT • \$575.00**

Brickstone McCormick Place Everyday Ale

Brickstone Hop Skip

Goose Island Craft

Half Acre Daisy Cutter Pale Ale

Revolution "Anti-Hero" IPA

Motor Row Lager

### REQUIRED POWER

120V/15AMP dedicated circuit per Kegerator

Power and trash removal is required from the General Service Contractor.

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# SAVOR...

## BAR ENHANCEMENTS

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### ENHANCED CRAFT COCKTAILS

Pricing is per drink with a minimum order of 50.

#### TRADITIONAL MIMOSA • \$10.00

Bubbles and Orange Juice

#### SECOND CITY "MOSA" • \$12.00

Sparkling Cava, Lemonhead  
Simple Syrup and  
Fresh Blueberries

#### PRICKLY PEAR MIMOSA • \$12.00

Prickly Pear Puree, Sparkling Rose,  
Ruby Red Grapefruit Juice and  
Candied Citrus Rind

#### TRADITIONAL BLOODY MARY • \$10.00

Vodka, Spicy Tomato Juice,  
Assorted Veggies, Celery Salt,  
Pickle Spears, Olives,  
Lemons and Limes



#### ORIGINAL MARGARITA • \$12.00

Tequila, Triple Sec and Lime Juice

#### MANGO MARGARITA • \$12.00

Tequila, Triple Sec and Mango Puree

#### STRAWBERRY MARGARITA • \$12.00

Tequila, Cointreau, Lime Juice and  
Strawberry Puree

SAVOR reserves the right to make menu substitutions and revise the style of service due to supply interruption and/or health and safety regulations caused by the current health crisis. Prices do not include 21.50% service charge and applicable sales tax. Increases and/or new orders made within 3 business days of the Event will be subject to a 20% additional fee based on the menu price.

# SAVOR...



## **WITH OUR GUESTS IN MIND**

From our commitment to purchase locally, to our use of antibiotic-free poultry and meats, to the socially and environmentally responsible coffee we serve, even the way we clean and sanitize our dishes, SAVOR... Chicago's ongoing commitment to environmental stewardship is at the heart of everything we do. We set the standard for excellence in sustainability in convention centers.

Our commitment to purchasing locally currently includes making 30% of our purchases from local producers and suppliers as well as growing more than 6,000 pounds of produce in our 2.5 acre Rooftop Garden. We are proud of our pledge to do our part to reduce the overuse of antibiotics by using chicken, pork and beef in our menu that is raised without the routine use of antibiotics. With each meal we serve we are encouraging ranchers and farmers to move away from overemployment of medicine in raising farm animals. Finally, SAVOR... Chicago made McCormick Place the first convention center in the country to make the switch to e-water for sanitizing,

SAVOR...Chicago has been recognized for its sustainability leadership and innovation including Green Seal\* certification, International APEX certification in sustainability for the entire McCormick Place campus, certification by the Green Meetings Industry Council, an Illinois Governor's Award for sustainability and recognition from the Environmental Protection Agency (EPA) for leadership, education and outreach, including winning the EPA's National Food Recovery Challenge.

## **ILLINOIS GOVERNOR'S SUSTAINABILITY AWARD**

The Illinois Governor's Sustainability Award recognizes the organization that demonstrates a commitment to economy, society and the environment through outstanding and innovative sustainability practices. In recognizing SAVOR...Chicago, the Governor commended SAVOR's green practices, "Your organization's commendable green practices serve as a model of environmental stewardship for residents, businesses and institutions throughout our state. Implementing energy efficiency upgrades, fuel savings, pollution and waste reductions, and other sustainability improvements requires vision, strong leadership, and the dedication of individuals throughout an organization."

## **GREEN SEAL CERTIFICATION**

In 2013, through association with the University of Chicago's Green Restaurant Research Team and the Green Chicago Restaurant Coalition, SAVOR...Chicago was the first convention center to receive Green Seal certification for environmentally responsible food purchasing, operations and management.

SAVOR...Chicago meets Green Seal™ Standard GS-55 based on purchase of sustainably-sourced food, waste minimization, use of verified environmentally-preferable products, and conservation of energy and water. GreenSeal.org

## **APEX/ASTM INTERNATIONAL FOOD AND BEVERAGE SUSTAINABILITY STANDARD**

Spearheaded by the U.S. Environmental Protection Agency and their relationship with the Green Meeting Industry Council, these standards were developed in collaboration between APEX (the Convention Industry Council's Accepted Practices Exchange) and ASTM, an ANSI certified international standard development organization. These standards were developed with the goal of creating more sustainable meetings and events. These measurable standards hold both suppliers and planners accountable for implementation and are complimentary to other meeting industry recognized standards. The eight categories of the standards include staff management and environmental policy, communication, waste management, energy, air quality, water, procurement and community partners.

## **ENVIRONMENTAL PROTECTION AGENCY (EPA) RECOGNITION**

2015 EPA Recognition of Outstanding Waste Reduction Efforts  
2013 National Winner of EPA Food Recovery Challenge

2013 EPA Honorable Mention for Education and Outreach  
2013 EPA Honorable Mention for Leadership

## Exhibit E

# REQUIRED FORM I - SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

**NAME OF PROJECT:** N/A  
**PROJECT NUMBER:** N/A  
**PROPOSER:** SMG Food & Beverage D.B.A. SAVOR

## SECTION I. POLICY STATEMENT AND TERMS

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

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

## SECTION II. DEFINITIONS

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

- a.** "Area of Specialty" means the description of a MBE or WBE firm's business which has been determined by the Director of Procurement 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 the Authority.
- 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 the Authority, 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 the Authority 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 the Authority as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j.** "Coordinator" means the Authority'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.** "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.

- p. "Special Conditions" means the terms and conditions of the Authority's Business Diversity Program as set forth in this document.
- q. "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.
- r. "Women Business Enterprise" or "WBE" shall be defined in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2.01, et. seq., and means a business concern which is at least 51% owned by one or more females, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.

### SECTION III. CERTIFICATION

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The Authority 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. The Authority 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.

The Authority 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 the Authority. The Authority has the right to demand the substitution by a certified MBE or WBE or take other appropriate action.

### SECTION IV. CONTRACT GOALS

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The Authority 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 the Authority.

## SECTION V. OBLIGATIONS OF BIDDERS AND PROPOSERS

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- a.** Each Bidder or Proposer must commit to utilize MBE and WBE firms to meet the goals stated above relative to the total contract price (inclusive of any and all modifications and amendments). Evidence of such commitment shall be the responsibility of the Bidder or Proposer. MBE and WBE commitments may be met by one or a combination of the following:
  - 1.** Bidder or Proposer status as a certified MBE or WBE firm;
  - 2.** Subcontracting part of the work to one (1) or more certified MBE or WBE firms; or
  - 3.** A joint venture as prime contractor with one (1) or more certified MBE or WBE firms to the extent of the MBE and WBE participation in such joint venture; or
  - 4.** Purchasing materials or supplies used in performing the contract from one (1) or more certified MBE or WBE firms.
- b.** Bidders or Proposers that are unable to meet the goals set forth in Section IV above must request a waiver or reduction at the time of Bid or Proposal submission and demonstrate Good Faith Efforts pursuant to Section VIII(b) herein;
- c.** Bids or Proposals may be rejected as non-responsive if:
  - 1.** Bids or Proposals do not include a detailed MBE or WBE commitment or a request for a waiver accompanied by evidence of Good Faith Efforts;
  - 2.** Bidder or Proposer fails to cooperate with Authority requests regarding MBE or WBE participation efforts; or
  - 3.** False or misleading statements are made regarding MBE or WBE participation.
- d.** Bidders or Proposers are encouraged to contact the Coordinator early in the process of preparing their Bids or Proposals to obtain assistance identifying qualified and certified MBE and WBE firms. Direct requests to:

**Metropolitan Pier and Exposition Authority**  
**301 East Cermak Road, Chicago, Illinois 60616**  
**Telephone: (312) 791-6333 ~ Facsimile: (312) 791-7125**  
**Email: [twright@mpea.com](mailto:twright@mpea.com) Attention:**  
**Tiffany M. Wright Business Diversity**  
**Program Manager**

## SECTION VI. SUBMITTAL REQUIREMENTS

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- a. Required Documents.** The following documents must be submitted to the Authority 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 the Authority 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 the Authority 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.
- b. Changes.** Once approved by the Authority, changes to Bidder or Proposer commitments certified in Schedules A- C are prohibited without prior written consent of the Authority. 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 the Authority's written approval, subject to the terms of the contract.

## SECTION VII. COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

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- a. Limitations.** MBE and WBE participation generally counts toward MBE and WBE goals according to the total dollar value of the goods and services supplied by the certified MBE or WBE firm. Some restrictions to this general rule apply, as follows:
- 1.** Credit toward MBE/WBE commitments is only given for work by firms performing within their Area(s) of Specialty as stated in the current letter of certification. Firms acting as brokers are not eligible to be counted for credit.
  - 2.** If a firm (including wholly-owned MBE/WBE Joint Ventures) is certified as both an MBE and a WBE, the Authority will determine whether to count the total dollar value of the contract toward the MBE or WBE goal, but not both at once.
  - 3.** Only payments to firms performing Commercially Useful Functions under the contract with the Authority are counted towards MBE/WBE goals. Commercially Useful Functions include actually performing, managing, and supervising a clear element of

the contract. The amount of work subcontracted, industry practices, and other relevant factors are considered.

4. A MBE/WBE subcontractor is presumed not to perform a Commercially Useful Function when it subcontracts a significantly greater part of the contract than customary industry practice permits. MBE and WBE firms may present evidence to rebut this presumption.

**b. Direct Participation.**

1. Full credit towards the MBE or WBE commitment may be received for the purchase price of materials and supplies if the materials and supplies are wholly consumed in the performance of a contract and:

- A. The MBE or WBE firm manufactures (i.e., fabricates from raw materials or substantially alters) the materials or supplies; or
- B. The contract or subcontract with the MBE or WBE firm calls for the firm to furnish and install the supplies or materials; or
- C. The MBE or WBE firm providing the materials or supplies performs some other Commercially Useful Function in the supply process (e.g., the MBE or WBE firm's Area of Specialty, as stated on the letter of certification, is a wholesale/retail distributor of the materials or supplies in question). The Authority, 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 noncertified 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 the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- c. **Purchase of Materials.** If the MBE or WBE firm has the actual and contractual responsibility for providing materials and supplies, then the contract price of those items may be counted towards Bidder or Proposer's MBE/WBE goals.

**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 AND WAIVER PROVISIONS**

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The Coordinator 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 at the time of the Bid or Proposal opening.

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 Coordinator, and the Bid or Proposal will be rejected by the Director of Procurement.

- 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. The Authority 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.** The Authority's estimate for the work under a specific subcontract;
    - B.** The Bidder's or Proposer's own estimate for the work under the subcontract;
    - C.** An average of the bona fide prices quoted for the subcontract;
    - D.** Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE or other firm.

## SECTION IX. IMPRACTICABILITY

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



Proposal or award process, before or during award of the contract, or during the performance of the contract.

## SECTION X. RECORD KEEPING

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Records of all relevant data must be maintained for at least five (5) years after the work is accepted or the contract with the Authority ends whichever is later. The Authority 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 the Authority for any purpose.

## SECTION XI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

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The Compliance Monitoring System is available at: <https://mpea.diversitycompliance.com>. The Coordinator 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 the Authority 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 the Authority requiring the MBE/WBE firms to report payments received from a prime or a non-certified firm.

## SECTION XII. EQUAL EMPLOYMENT OPPORTUNITY

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

## SECTION XIII. AUTHORITY'S REMEDIES FOR NON-COMPLIANCE

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

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

1. Contractor's failure to satisfy the MBE/WBE percentage goals required by the contract.
2. Contractor or subcontractor disqualification as an MBE or WBE when such status was a factor in contract award and was misrepresented by the Contractor. In the event that the Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the Contractor shall seek to discharge the disqualified subcontractor or supplier, report such disqualification to the Coordinator, 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, the Authority 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 the Authority.
4. Debarment of Contractor doing business with the Authority.
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 the Authority, which is difficult to determine and accurately specify. Accordingly, Contractor agrees that if the Authority issues a notice to cure to Contractor with respect to Contractor's failure to exercise Good Faith Efforts, Contractor shall pay to the Authority 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 the Authority which are occasioned by any failure of Contractor to establish Good Faith Efforts consistent with these Special Conditions. Any payment due to the Authority shall be deducted from the next payment due to Contractor under the contract and deposited in the Authority's Affirmative Action Commitment Outreach Fund.

**Metropolitan Pier and Exposition Authority**  
**Special Conditions Regarding Minority and Women Owned Business**  
**Schedule A: Affidavit of Bidder/Proposer Regarding**  
**MBE/WBE Commitments**



**A. Project Information**

RFP Number: N/A

RFP Title: N/A

**B. Bidder/Proposer Information**

Name of Bidder/Proposer: Shaun Beard

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

1. I am a duly authorized representative of: SMG Food & Beverage D.B.A. SAVOR ("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 the Metropolitan Pier and Exposition Authority (the "Authority") 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 the Authority'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 the Authority determines that any information provided in the Compliance Plan or any other document submitted to the Authority is intentionally false or misleading, the Authority 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 the Authority, as well as referral of my firm to the appropriate certifying and/or law enforcement agency(ies), and liquidated damages.

**Metropolitan Pier and Exposition Authority  
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 and completed Schedule B for all MBE/WBE firms.

If awarded a contract by the Authority, 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 the Authority.

Attach additional sheets if 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:

Description of Service or Work:

**Metropolitan Pier and Exposition Authority  
Special Conditions Regarding Minority and Women Owned Businesses  
Schedule A: Affidavit of Bidder/Proposer Regarding  
MBE/WBE Commitments**



Name of Firm:

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:

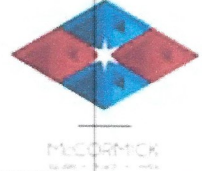
Contact Person:

Email:

Dollar Amount of Participation:

Percentage of Participation:

**Metropolitan Pier and Exposition Authority  
Special Conditions Regarding Minority and Women Owned Businesses  
Schedule A: Affidavit of Bidder/Proposer Regarding  
MBE/WBE Commitments**



Name of Firm:	
Address:	
Phone:	Fax:
Contact Person:	Email:
Dollar Amount of Participation: <u>NOT</u>	Percentage of Participation:
Description of Service or Work:	

*APPLICABLE*

**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:** *Shaun Beard*

**Print Name:** Shaun Beard

**Date:** 4.23.2021

**IF PROPOSING AS A JOINT VENTURE**

**Name of Joint Venture Participant:** *NOT APPLICABLE*

**Signature of Affiant:** *NOT APPLICABLE* **Date:**

**Print Name:** *NOT APPLICABLE* **Date:**

**State of:** PENNSYLVANIA CHESTER **County of**

**Subscribed and sworn to before me this** 23<sup>RD</sup> **day of** APRIL, 2021

*Jasmattie Ruplal*  
JASMATTIE RUPRAL

**NOTARY PUBLIC (SEAL)**

Commonwealth of Pennsylvania - Notary Seal  
Jasmattie Ruplal, Notary Public  
Philadelphia County  
My commission expires February 23, 2022  
Commission number 1328007  
Member, Pennsylvania Association of Notaries

For MPEA Use:	Reviewed by:
	Date:

**Metropolitan Pier and Exposition Authority**  
**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:

**B. Statement of Intent**

From (MBE/WBE Firm):

Type of Certification:  MBE

WBE

Certifying Entity:

To (Prime Contractor):

and the Metropolitan Pier and Exposition Authority

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	
Non MBE/WBE Firm	

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



**Metropolitan Pier and Exposition Authority**  
**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:

Fax:

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:

<b>C. Non MBE/WBE Joint Venture Participant(s)</b>		
Name of Firm:		% Ownership:
Address:		
Phone:	Fax:	
Contact Person:	Email:	
<b>D. MBE/WBE Joint Venture Participant(s)</b>		
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):

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

### **F. Financial Control of Joint Venture**

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

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

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

**G. Personnel of Joint Venture**

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

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

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

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

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

Number of employees	Position	Employed by

**H. Additional Information**

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

<b>I. Declaration and Affirmation</b>	
<b>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.</b>	
MBE/WBE Firm:	
Signature of Affiant:	
Print Name:	Date:
Non - MBE/WBE Firm:	
Signature of Affiant:	
Print Name:	Date:
State of: _____ County of _____	
Subscribed and sworn to before me this _____ day of _____, 20 ____	
_____ NOTARY PUBLIC (SEAL)	

**Metropolitan Pier and Exposition Authority**  
**Special Conditions Regarding Minority and Women Owned Businesses**  
**Schedule D-1: Certification of Bidder/Proposer Regarding Unavailability**  
**of MBE/WBE Firms**



**A. Project Information**

RFP Number:

RFP Title:

**B. Bidder/Proposer Information**

Name of Bidder/Proposer:

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

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

Name of Firm:

Address:

Phone:

Fax:

Contact Person:

Email:

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

Name of Firm:

Address:

Phone:

Fax:

Contact Person:

Email:

**C. Declaration and Affirmation**

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

Signature of Affiant:

Date:

Print Name:

Title:

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

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

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

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

(SEAL)

For MPEA Use

Reviewed By:

Date:

**Metropolitan Pier and Exposition Authority**  
**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 MPEA Use

Reviewed By:

Date:



**EXHIBIT E**

**OWNER'S EQUAL EMPLOYMENT OPPORTUNITY, DIVERSITY AND MBE/WBE PROGRAM REQUIREMENTS**

**1.1 Equal Employment Opportunity and Diversity and Inclusion Requirements.**

(a) Manager agrees that in performing its obligations under this Agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation, source of income or military discharge. Manager agrees that in performing its obligations under this Agreement it will comply with all applicable federal, state and local laws which prohibit discrimination.

Manager further agrees that it will not commit an unfair employment practice.

Manager shall take affirmative steps to assure that employees and applicants for employment are treated without regard to their race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation, source of income or military discharge with respect to the terms and conditions of employment including, the following: hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, compensation, and selection for training, including apprenticeship.

Manager further agrees to develop and implement a Strategic Diversity and Inclusion Plan that includes goals, objectives and progress measurements designed to affirmatively recruit, develop, retain and promote a diverse and inclusive workforce and to foster an inclusive work place.

Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices in a format similar to Exhibit E, which shall set forth the provisions of this Section 1.1 of this Exhibit C. Manager further agrees that Exhibit E will be incorporated in all contracts that it enters into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, skilled and craft union skilled labor, or which may perform any such labor or services in connection with the Facility.

Attention is called to The Civil Rights Act, 42 U.S.C. 2000d, (1964); The Age Discrimination Act, 42 U.S.C. 1601-1602 inclusive, (1975); and Discrimination In Public Contract Acts, Ill. Rev. Stat. Ch. 29, §§ 2-105, 5-101-5-103, inclusive (1987).

To demonstrate compliance, Manager will furnish, and will obligate its subcontractors to furnish, such reports and information as may be reasonably requested by Owner.

Manager, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that no person, on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Facility and

that no person, on the grounds of race, creed, color, religion, age, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the furnishing of services in or to the Facility.

(b) In accordance with Owner's goals for the employment of minorities and women in the Facility during the Management Term of this Agreement, Manager agrees as follows:

That it agrees to exhaust all feasible means to achieve the affirmative commitments as set forth in its final form Strategic Diversity and Inclusion Plan. "Opening Date" means the date on which the Facility first opened for business to the public under the management and control of Manager.

During the Management Term of the Agreement, Manager will include verbatim or by reference the provisions of Exhibit E in every contract or subcontract it awards to any third party that assumes responsibility for the performance of duties or obligations that are traditionally performed by Employees, but are to be performed pursuant to a contract with Manager. Such provisions will be binding upon each such contractor and subcontractor. Manager will be responsible for implementing a process to monitor compliance with the foregoing provisions and will promptly notify Owner if any contractor or subcontractor fails or refuses to accept the provisions of this Section 1.1 of this Exhibit C. In addition, Manager will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission or Department of Human Rights to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Manager may rely on any written confirmation from the Illinois Department of Human Rights, at the time that Manager enters into a particular contract, that the particular contractor has not been declared ineligible.

Manager will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding respecting the Facility, a notice advising such labor organization or representative of Manager's obligations under this Section 1.1 of this Exhibit C. If any such labor organization or representative fails or refuses to cooperate with Manager in its efforts to comply with such Section 1.1 of this Exhibit C, Manager will promptly so notify Owner. Manager agrees in respect to any collective bargaining agreements entered into by Manager, for Employees, subsequent to the date hereof, that should the union fail to comply with the terms of this Section 1.1 of this Exhibit C, when providing Manager with candidates, Manager will recruit employees from other resources when necessary to the extent such recruitment is legally permissible under the terms of the collective bargaining agreement. Notwithstanding anything contained hereinabove, nothing in this Section 1.1 of this Exhibit C shall be deemed to require Manager to violate any Law or existing term or condition of a collective bargaining agreement. Manager agrees to use good faith efforts to recruit from sources that will assist Manager in fulfilling its obligations hereunder.

Manager will, as set forth in the plan for MBE/WBE participation and the Strategic Diversity and Inclusion Plan to be prepared by Manager pursuant to Section 1.2 of this Exhibit C, exhaust all feasible means to maximize equal employment opportunities for minorities and women in the ongoing operation of the Facility.

Manager will submit reports and furnish all relevant information respecting the Facility required by Owner.

Manager will permit access to all relevant books, records, accounts and work sites respecting the Facility by personnel of Owner for purposes of investigation to ascertain compliance with this Section 1.1 of this Exhibit C.

In the event of Manager's non-compliance with any provision of this Section 1.1 of this Exhibit C, Manager may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**1.2 Minority and Women Business Participation Requirements.**

Manager shall prepare and comply with the provisions of a plan for MBE/WBE participation in a form satisfactory to Owner, the terms and provisions of which shall be incorporated by reference and made a part of this Agreement.

Manager agrees to use its good faith efforts to apply the following percentages of the total cost of performing its obligations under this Agreement, including purchases of Concession and Catering ingredients, all subcontracts (which amount shall not include amounts paid to Manager's own personnel for their performance of services hereunder), and any future facility improvements or alterations undertaken by Manager, as reasonably determined by Owner, to certified Minority Business Enterprises ("MBE(s)") and Women Business Enterprises ("WBE(s)"):

MBE Participation     25%

WBE Participation     5%

Manager agrees to use its good faith efforts to maximize the allocation of the MBE/WBE commitment throughout the performance of its obligations described in this Agreement and to meet the commitments made hereinabove.

Only payments to firms performing "commercially useful functions" under the contract with Owner are counted toward 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.

Manager must commit to utilize MBE/WBE firms so as to meet the goals as stated above. Evidence of such commitment shall be the responsibility of Manager. MBE and WBE commitments may be met by one or a combination of the following:

- 1)     Manager's status as a certified MBE or certified WBE;
- 2)     Joint venture as prime contractor with one or more certified MBE or certified WBE to the extent of the MBE/WBE participation in such joint venture (if Manager is a joint venture, there must be one partner with a 51% or more majority interest and controlling vote);

- 3) Subcontracting part of the work to one or more certified MBE or certified WBE; or
- 4) Purchasing of materials used in performing the contract from one or more certified MBE or certified WBE.

Owner will monitor Manager's performance to reasonably satisfy itself that Manager will meet its commitment and use its good faith efforts to maximize the MBE/WBE allocation.

In order for Owner to assure that Manager complies with its MBE/WBE commitment, Manager shall submit quarterly statements that include information on the level and scope of MBE and WBE participation in monetary terms as well as a description of the services provided by each MBE and WBE.

In accordance with Owner's goals for MBE/WBE participation for the Facility during the Management Term of this Agreement, Manager agrees as follows:

Manager agrees that it will include MBE/WBE participation requirements consistent with the plan referenced in the first paragraph of this Section 1.2 of this Exhibit C in every contract or subcontract it awards to vendors seeking to provide goods and/or services to Manager in the course of Manager's performance of services for Owner at the Facility. Manager will be responsible for monitoring compliance with the foregoing provisions. In the event that a contractor or subcontractor fails to accept these provisions in its contract, Manager will select another vendor, or if no other vendor is available to provide the same or similar service at comparable cost, Manager will notify the owner of the contractor or subcontractor's failure to accept these provisions in the contract. In addition, Manager will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission or Department of Human Rights to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Manager may rely on any written confirmation from the Illinois Department of Human Rights, at the time that Manager enters into a particular contract, that the particular contractor has not been declared ineligible.

Manager will submit reports and furnish all relevant information respecting the Facility required by Owner.

Manager will permit access to all relevant books, records, accounts and work sites respecting the Facility by personnel of Owner for purposes of investigation to ascertain compliance with this Section 1.2 of this Exhibit C.

### **1.3 Liquidated Damages.**

Manager acknowledges and agrees that engaging in good faith efforts with respect to the EEO, Diversity and Inclusion and MBE/WBE requirements established pursuant to this Agreement is a material term of this Agreement, and that if Manager fails to engage in such good faith efforts, the operations and reputation of Owner will incur harm which is difficult to determine and accurately specify. Manager accordingly agrees that if Owner issues a notice to cure to Manager with respect to Manager's standard of care pertinent to affirmative action, and Manager fails to cure its failure per the terms of such notice, Manager shall pay to Owner Five

Thousand Dollars (\$5,000.00) as liquidated damages, not as a penalty, for each instance of such failure to cure, and each thirty-day period thereafter that Manager fails to meet its standard of care. 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 Owner which are occasioned by any failure of Manager to meet its standard of care with respect to affirmative action. Any payment due to Owner shall be deducted from the next payment due to Manager under this Agreement and deposited in Owner's Affirmative Commitment Outreach Fund.

## REQUIRED FORM F – STATEMENT OF BUSINESS ORGANIZATION

**NAME OF PROJECT:** Food Service Management

**PROJECT NUMBER:**

**PROPOSER:** SMG Food and Beverage, LLC

*Note:* Each Proposer is obligated to notify the Authority of any changes in its ownership or in its officers and directors at the time such changes occur if the change occurs during the evaluation phase or during the Agreement term.

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

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

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

- (a) Firm Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Fax Number \_\_\_\_\_
- (d) Telephone Number \_\_\_\_\_
- (e) FEIN \_\_\_\_\_
- (f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization. If no individual does, indicate "NONE".
  - i. Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).
  - ii. Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary).

Name	Percentage Ownership
------	----------------------


REQUIRED FORM F – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: \_\_\_\_\_

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

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

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

(a) Corporate or Company Name SMG Food and Beverage, LLC

(b) Date of Incorporation 4/5/1999

(c) State of incorporation Delaware

(d) If incorporated in another State, are you authorized to do business in the State of Illinois?

X  YES  NO

(e) Name and address of registered agent Illinois Corporation Service Company

801 Adlai Stevenson Drive

Springfield, IL 62703

(f) Fax Number 610-729-7903

(g) Telephone 610-729-7900 Email address sbeard@asmglobal.com

(h) FEIN 26-2917302

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

Bob Newman - President \_\_\_\_\_

Mark Rozells - Treasurer \_\_\_\_\_

Bruce Hanson - Secretary \_\_\_\_\_

Shaun Beard – Vice President \_\_\_\_\_

**REQUIRED FORM F – STATEMENT OF BUSINESS ORGANIZATION**

**PROPOSER:** **SMG Food and Beverage, LLC** \_\_\_\_\_

(j) List each individual having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization. If no individual does, indicate "NONE".  
Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).

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

Name	Percentage Ownership
"NONE"	

4. Identify below the person with authorized signature to bind Proposer's agreement, if selected:

Signatory's Name Shaun Beard \_\_\_\_\_

Title Vice President \_\_\_\_\_

Address 300 Conshohocken State Road, West Conshohocken, PA 19428 \_\_\_\_\_

Email address: sbeard@asmglobal.com \_\_\_\_\_



Phone Number: \_\_\_\_\_ 610-729-7916 \_\_\_\_\_

The person identified here will be sent the contract for electronic signature/execution via DocuSign or similar system.

## VIII. REQUIRED FORM G –INSURANCE REQUIREMENTS

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**NAME OF PROJECT :** FOODSERVICE MANAGEMENT AT MCCORMICK PLACE COMPLEX

**PROJECT NUMBER:** 2011-01

**PROPOSER:** \_\_\_\_\_

[ ] PROPOSER ACKNOWLEDGES THAT IT HAS PROVIDED EVIDENCE OF THE ABILITY TO PROVIDE INSURANCE COVERAGE AS SPECIFIED BELOW.

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 the Authority's Risk Manager. The Selected Contractor must provide the Authority with certificates evidencing such coverage prior to receiving the contract:

a. **Commercial General Liability**

<u>Coverage</u>	<u>Limit</u>
General Aggregate (per location)	\$2,000,000.00
Products Liability/Completed	
Oper. Aggregate	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal & Advertising Injury	\$2,000,000.00
Liquor Legal Liability	\$2,000,000.00
Dram Shop Statutory	Statutory

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**

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

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against the Authority.

c. **Automobile Liability**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
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**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
Occurrence/ Aggregate	\$25,000,000.00

Coverage must be in excess of Commercial General Liability, Auto Liability Liquor Liability and Employer's Liability. It must be no more restrictive than the primary coverage listed, with its limits not less than twenty-five million dollars

e. **Professional Liability**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>Errors and Omissions</b>	
Per Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

Contractor must request architects and designers to name the Metropolitan Pier and Exposition Authority as an additional insured to their policy.

f. **Crime**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
Employee Theft / Dishonesty	\$1,000,000.00
On Premise Coverage for Theft, Disappearance, Destruction of money and securities	\$1,000,000.00
Off Premise Coverage for Theft, Disappearance, Destruction of money and securities	\$1,000,000.00
Forgery & Alterations Coverage	\$1,000,000.00
Money Orders/Counterfeit Fraud Coverage	\$1,000,000.00
Funds Transfer Fraud Coverage	\$1,000,000.00

Credit Card Fraud	\$1,000,000.00
Computer Fraud with Funds	
Transfer including wire funds transfer	\$1,000,000.00

This coverage must be evidenced on a Discovery Form

g. **All Risk Blanket Builders' Risk**

In the event that Contractor undertakes any construction for the performances of the services, Contractor shall provide All Risk Blanket Builders' Risk insurance to cover all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility.

**Coverage Extensions**

Business Interruption  
Loss of Revenue  
Loss of rents  
Loss of use of Property

**J. Contractor's (Site Specific) Pollution Liability Insurance.**

To be carried for all construction projects managed by the Contractor

**Coverage**

A broad form Contractor's (Site Specific) Pollution Liability Insurance Policy which covers losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the services and operations of the Contractor and all subcontractors pursuant to the Agreement. Such policy:

Shall apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.

Shall provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.

Shall provide coverage for liability resulting from the transportation of hazardous wastes.

Shall be written with a per occurrence limit of liability of \$5,000,000 for each occurrence and a policy aggregate of liability of \$5,000,000.

Shall contain a deductible no greater than \$100,000.

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 the Authority 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 the Authority 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 the MPEA
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 are named as an additional insured.
9. Subcontractors performing services for the selected contractor shall maintain coverage and limits equal to or greater than the proposer.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.

**EXHIBIT H**

**S100 Banquet Kitchen**

**As referenced in Section 2.1.4**

