



**REQUEST FOR PROPOSAL (RFP) Cover Page**

**For EVENT STAFF & EVENT SECURITY SERVICES at Navy Pier Event Center, Chicago IL**

**RFP Information:**

**Release Date: 11/10/25**

**Description: For EVENT STAFF & EVENT SECURITY SERVICES at Navy Pier Event Center, Chicago IL**

**Contact:** Mark Arancibia  
Oak View Group (Operator)  
General Manager, Oak View Group Navy Pier  
marancibia@navypier.org

**Pre-Proposal Conference 11/20/25 (VIA TEAMS – Invitation will be sent)**

**Last day to Submit Questions Regarding the RFP (5pm CST): 12/4/25**

**Responses to Questions Regarding the RFP sent (5pm CST): 12/11/25**

**Deadline for Submission of Proposals (5pm CST): 1/8/26**

**Interview / Oral Presentation: Week of 1/19/26**

**Contract Award: 2/2/26**

**Commencement of Services: Upon Contract Execution**



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## **1.0 INVITATION TO SUBMIT PROPOSALS**

Oak View Group (“Operator”) is requesting proposals from firms qualified to provide non-exclusive/preferred **EVENT STAFF & EVENT SECURITY SERVICES** for the Operator within the Navy Pier Event Center in Chicago, IL. (**Festival Hall, the Aon Grand Ballroom, Lakeview Terrace, Meeting Rooms, the Beer Garden, and adjacent outdoor plazas**) Proposers shall respond by indicating how their company can best accommodate the Scope of Work described in this RFP. The Proposals will be reviewed by a committee selected by Operator and an award will be made in the best interest of the Operator.

The schedule of dates and times for this RFP are included herein on the RFP Cover Page. Operator reserves the right to change the schedule at any time. Proposals not received by the date and times specified herein will be rejected.

Questions and comments are to be submitted in writing via email only and sent to [marancibia@navypier.org](mailto:marancibia@navypier.org). Questions will be answered in writing and provided to all responders according to the schedule provided on the RFP Cover Page included herein.

Operator may reject any or all proposals and may waive any immaterial deviation in a proposal. Proposals that include terms and conditions other than Operator’s terms and conditions may be rejected as non-responsive. In the event that all proposals are rejected or Operator determines alternate solutions are in its best interest, Operator may cancel this RFP and pursue alternate options.

Operator may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work or provide the services, and Proposer shall furnish all such information that is required for this purpose. Operator reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if in its investigation Operator determines that Proposer is not properly qualified to perform the work as described in this RFP.

Operator intends to award a contract (s) to the Proposer providing the services that best accommodate the requirements of this RFP, while also providing the best value for Operator and Navy Pier INC.



## **2.0 THE OPPORTUNITY**

Oak View Group (“Operator”) is seeking proposals from an experienced **Event Security Services company** to support the safe and efficient operation of events held at the **Navy Pier Event Center**. Services shall include the contract to plan, manage, staff, and operate security operations for **large-scale and small-scale events** across the Event Center facilities.

### **Events Included in This RFP**

This RFP encompasses **all ticketed and non-ticketed events** managed by Oak View Group at the Navy Pier Event Center. These may include, but are not limited to:

- Concerts and live entertainment shows
- Consumer expos, trade shows, and conventions
- Private corporate events and galas
- Public festivals and community programs
- Sporting or spectator-driven special events
- Seasonal or holiday gatherings hosted by Navy Pier

### **Events Excluded from This RFP**

The following services are not included in this scope:

1. **24-hour facility security** (already managed separately by Navy Pier, Inc.).
2. **Private meetings or small rentals** within the Event Center not requiring supplemental security staff.
3. **Guest services within premium spaces**, including VIP lounges, suites, or hospitality areas, unless otherwise requested by Operator.

Contractor may, from time to time, be asked to provide staff on a **supplementary basis** for excluded categories above, if mutually agreed upon.

### **About Navy Pier**

Navy Pier is one of **Chicago's most visited destinations**, attracting millions of guests annually. The East End facilities currently managed by OVG include **Festival Hall, the Aon Grand Ballroom, Lakeview Terrace, Meeting Rooms, the Beer Garden, and some adjacent outdoor plazas**. These spaces host a wide range of public and private events, requiring a high level of flexibility, coordination, and professionalism in security operations.

### **Contractor Qualifications**

Eligible proposers will be companies that can demonstrate a **proven track record** of planning, managing, staffing, and executing event security services at facilities of comparable **size, complexity, and event volume**. Experience in environments that balance large-scale public access with elevated customer service standards will be strongly valued.

### **Term of Agreement**

The Agreement will commence upon contract execution, followed by a **three (3) year term**, with up to **two years of performance-based extensions** available at the sole discretion of OVG. This allows for a potential **five (5) year partnership**. Operator may terminate the agreement for cause at its sole discretion. Notwithstanding the foregoing, either party may terminate this Agreement for convenience, without cause or penalty, by providing the other party with no less than ninety (30) days' prior written notice."



### **3.0 SCOPE OF WORK**

Proposers should provide written plans/responses that address each section below (3.1 to 3.15):

#### **3.1 Positions included in Scope of Work:**

This agreement is for the staffing, administration, management and operation of Event Staff and Event Security Services at the Navy Pier Event Center event days only.

Operator desires the following positions:

- 1) Event Staff / Guest Services Worker (s) (ushers, tix scanners, etc.)
- 2) Event Staff / Guest Services Supervisor (s)
- 3) Event Security Guard (s)
- 4) Event Security Supervisor (s)
- 5) Event Manager (s)
- 6) Armed Officer (s)- This position is optional, not required; if your company can offer this service please include in your proposal. This would be for certain circumstances such as armed escort for the box office as an example.

Proposers to provide written job descriptions for these positions in their response. All employees will be the employees of the contractor and not Oak View Group or Navy Pier INC.

The following are *excluded* from this RFP:

- 1) 24-hour venue security
- 2) Small private events in stadium clubs or related spaces to include the conference center,
- 3) Guest Services in the Premium areas (suites, clubs, club seats, loge boxes) of the stadium

Contractor may be, from time to time, asked to provide staff on a supplementary basis for 1-3 above.

#### **3.2 Contractor Policies & Procedures:**

Proposer should provide written draft policies and procedures with respect to Event Staff and Event Security staffing, administration, management and operations for Operator at the Navy Pier Event Center.

#### **3.3 Quality of Staff Provided by Contractor:**

Event Staff and Event Security Services shall be of highest quality attainable. Services shall be provided in a first class and professional manner, and in accordance with health and safety standard of the State of Illinois and all applicable statutes, rules and regulations. All designated Security staff need a Permanent Employee Registration Card (PERC) to work, which serves as the state's version of a guard card. Please describe all certifications and/or Licenses provided by your company for the Navy Pier Event Center). The selected contractor may not subcontract any area of staffing unless approved prior by Operator.

Proposer shall describe in detail their Quality Management Program as it relates to staffing and overall delivery of high-quality service to the Navy Pier Event Center

#### **3.4 Recruiting / Background Checks / Staff Attire / Training / Customer Service Philosophy / Staff Retention:**

Contractor's employees shall be properly attired, trained, professional and efficient in the performance of their duties. All staff are to be properly credentialed and assigned to designated areas / posts with a full understanding of their duties and properly supervised at all times.



Please fully describe your approach to recruiting staff to work at the Navy Pier Event Center for on-going staffing needs.

Proposers shall specify methods utilized for background checks and screenings. Please include sample screenings. Please indicate if screenings are "one-time" at hiring, or if you have an on-going process in place to continue to (re) screen your team members; if so, please describe in detail this process.

Proposer shall fully describe your team member training program. Please include modules, duration, delivery method, duration and frequency. Please describe how your company confirms compliance with said training.

All uniforms to be approved by Operator and supplied and maintained by the Contractor, at no additional cost to the Operator. Please provide examples of your company's uniforms.

Please describe your company's Customer Service Philosophy, and how you confirm staff compliance with this philosophy.

Describe your retention strategies to ensure consistency of staffing at the Navy Pier Event Center.

**3.5 Incident and Related Reports:**

At minimum, within 24 hours following events, Contractor shall provide Operator with a written summary of each event, including any and all incident reports, injury reports, ejections and any other relevant incident.

Proposer should provide examples of each type of report they would provide for events at Navy Pier.

**3.6 Deployments & Cost Estimates / Final Invoices:**

If requested by Operator, Contractor shall supply a detailed deployment and cost estimate prior to Navy Pier Event Center events. At the conclusion of each event (or sooner if requested), Contractor shall provide Operator with final invoices for all Event Staff and Event Security Services.

Please describe your check-in and check-out (clock-in / clock-out) procedures for staff. Is this a manual or electronic process? For large events with large calls, how do you track your staff's whereabouts before, during and after the event to be as efficient as possible with staffing hours?

**3.7 Business Continuity Plan:**

Describe your Business Continuity Plan and how you will ensure that events at the Event Center will be staffed if your company suffers a significant business interruption.

**3.8 Emergency Situations / Venue Evacuations:**

Describe your company's experience with emergency situations and/or venue evacuations at similar venues. Provide specific examples that detail the incident (s), company response, venue, date (s) and timing.

**3.9 New Venue Experience:**

Describe your company's experience working in similar (in size and scope) venues. Please provide specific examples including venue name, capacity, services provided, as well as any other relevant documents or reports. For each example provided, indicate your current contract status at that venue.



**3.10 Insurance:**

See Insurance Requirements attached

**3.11 Value-Added Services or Options:**

Should Proposer want to provide any value-added services or options that may set your firm apart from others, please include them in your proposal.



## **4.0 SUBMITTAL REQUIREMENTS**

Written responses to the RFP must be prepared as specified below. No changes to responses may be made after the submittal deadline.

**Final written Proposals are due 1/8/26.** Your final Proposal and any supporting documentation are due on or before 1/8/26. Method of Submission will be provided to you prior to the submission deadline. Any responses after that time will be rejected.

Your Proposal must include each of the following sections:

### **4.1 Cover Letter and Authority to Propose**

Include a cover letter to identify the Proposer, name the key point of contact and provide evidence that the signor has legal authority to enter into binding contracts on behalf of the Proposer Team. The cover letter must be on Company letterhead and be signed by the person or persons who have legal authority to bind the firm in contractual matters with Operator. It must also include the signor's contact information, as well as a copy of the Corporate Resolution or other appropriate evidence of authority to bind the identified firm.

### **4.2 Table of Contents**

Proposers must include a Table of Contents indicating section headers and pages and indicate any attachments or materials included in the Proposal.

### **4.3 Executive Summary**

The Executive Summary is a brief statement of key features of the Proposal, team qualifications and evidence of understanding of the Scope of Work to be provided. Proposers must describe the Proposer Team's strengths and qualifications, capacity to complete the Scope of Work, key experience, expertise and a statement explaining why the Proposer's proposal would be the Operator's best selection.

### **4.4 Proposer Team**

1. Proposer shall provide a detailed description of its ownership group, as well as any parent company (s).
2. Provide an organizational chart of key team members, identifying the prime proposer that will be responsible for all contract matters (this should be the same as the signor of the cover letter and authority to propose).
3. Explain how the Proposer will assemble (or has assembled) a complete team with the experience and capacity to carry out the responsibilities of Scope of Work herein and identify the specific individual who will lead the contracted team at Navy Pier, including that individual's qualifications, relevant experience, and length of employment with the firm.
4. Describe how the Proposer's experience or special knowledge, skills or abilities meet the needs of this RFP. Please include a minimum of three (3) similar (in capacity, size and scope) venues that your firm is currently providing services similar to the scope of this RFP, capacity at each, specific services provided, duration at each venue, current contract status / length, along with venue/client contact



information (name, phone, email) for each.

5. Describe Proposer team experience, knowledge and/or history and in the Chicago market or surrounding areas. Please provide address (es) for offices located In and around the Chicago area. Please disclose all Midwest accounts / venues along with references. If you have other existing accounts in Chicago or Chicagoland area.
6. Proposer shall provide and disclose if any clients have terminated a contract with you prior to expiration; and if so, the reason (s) for such termination.
7. Proposer shall provide a statement of past, present or pending legal actions or threatened legal actions involving the company's business operations or services.
8. Proposer must demonstrate that they are currently in compliance with all State of Illinois laws and regulations. If awarded the contract, Proposers must provide documentation of ongoing compliance with applicable rules, laws and regulations.
9. Proposer will be asked to provide proof of all professional permits, licenses, and credentials necessary to perform the services specified in this RFP.

#### **4.5 Statement of Work and Methodology**

Proposer must provide a detailed statement of work and description of the Proposer Team's approach and methodology for the Scope of Work as more fully described in Section 3 of this RFP:

#### **4.6 Transition & Implementation Plan**

Proposer must provide a detailed schedule/timeline for the transition and implementation of the Scope of Work described in Section 3 of this RFP from contract award to the Navy Pier Event Center.

#### **4.7 Pricing / Cost-to-Operator**

Billed Rate, per hour, for Event Staff / Guest Services Positions:

- Base hourly charge for wages and salaries
- Base hourly charge for overhead
- Base hourly charge for company profit
- Total/Inclusive billed hourly charge per position
- Billed Rate, per hour, for Event Staff Supervisor (s) positions:
  - Base hourly charge for wages and salaries
  - Base hourly charge for overhead
  - Base hourly charge for company profit
  - Total/Inclusive billed hourly charge per position
- Billed Rate, per hour, for Event Security Guard positions:
  - Base hourly charge for wages and salaries
  - Base hourly charge for overhead
  - Base hourly charge for company profit
  - Total/Inclusive billed hourly charge per position



- Billed Rate, per hour, for Event Security Supervisor positions:
  - Base hourly charge for wages and salaries
  - Base hourly charge for overhead
  - Base hourly charge for company profit
  - Total/Inclusive billed hourly charge per position
- Billed Rate, per hour, for Manager position (s):
  - Base hourly charge for wages and salaries
  - Base hourly charge for overhead
  - Base hourly charge for company profit
  - Total/Inclusive billed hourly charge per position
- Billed Rate, per hour, for Armed Officer position (s) IF your company can provide this:
  - Base hourly charge for wages and salaries
  - Base hourly charge for overhead
  - Base hourly charge for company profit
  - Total/Inclusive billed hourly charge per position
- Proposed Billed Rate for any other costs or expenses for services proposed by Contractor to Operator.

In addition, please provide any and all cost-related work rules such as shift minimums, holiday pay dates for your company, etc. that Contractor proposes to be charged to Operator.

## **5.0 EVALUATION AND SELECTION PROCESS**

### **Evaluation Method:**

All proposals will be reviewed to verify that the Proposer has met the RFP submission requirements. Responses that have not followed the requirements, do not meet minimum content, requirements, qualifications, quality standard, have unacceptable exceptions, or are non-responsive will be rejected.

Proposals that meet the RFP Requirements will be reviewed and evaluated by the evaluation team. As a part of this review, Operator may require Proposer to clarify any information submitted.

Responsive Proposers found to be most qualified to perform the Scope of Work required will be required to provide an oral interview and/or presentation. The purpose of the interview / presentation is to give proposers an opportunity to demonstrate their ability to perform the scope of work required in this RFP, and clarify any outstanding questions or issues.

Following this interview / presentation, Operator may select one or more proposers to enter final proposal negotiation for the RFP award. A proposing bidder (s) may be required to participate in negotiations and to submit a best and final offer (BAFO), and/or other revisions to the proposal which may result from such negotiations.



**Evaluation Criteria and Point Schedule:**

Proposals will be reviewed, evaluated and scored in accordance with schedule noted below:

**Criteria 1: Qualifications, Background and Experience of Proposer Team (4.1 – 4.4).**

**Criteria 2: Statement of Work and Methodology (4.5).**

**Criteria 3: Implementation Plan (4.6).**

**Criteria 4: Pricing / Cost to Operator (4.7).**

**Criteria 5: Oral Interview / Presentation.**

**Criteria 6: Value Added Services.**

**6.0 DEVELOPMENT OF FINAL AGREEMENT**

Operator reserves the right to reject any and all proposals, and to award one or more contracts. Award, if any, will be to the Proposer whose proposal best complies with all of the requirements of the RFP.

The selected Proposer and Operator shall commit to negotiation for the final scope of services to be accepted and execution of an agreement, in substantial accordance with the terms and conditions herein within 30 days of the Notice of Intent to Award. Should the parties be unable to reach a final agreement within this time frame, the parties may mutually agree to extend this time period to reach final agreement. If that parties are unable to reach an agreement on a time extension, or if Operator determines that a time extension would not be beneficial, then Operator reserves the right to terminate negotiations and pursue alternate options.

**7.0 RFP PROVISIONS & CONDITIONS**

All Proposers must adhere to the following provisions and conditions; if you cannot adhere to each below, you must specifically indicate in writing any provision or condition that you cannot comply with.

**7.1 Reservation of Rights:**

Operator hereby extends an invitation to submit a proposal in accordance with this RFP. Operator makes no representation that any agreement will be awarded to any firm responding to this request. There are no express or implied obligations for the Operator to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to Operator shall become property of the Operator.



Operator may reject any or all proposals and may waive any immaterial deviation in a proposal. Proposals that include terms and conditions other than Operator's terms and conditions may be rejected as non-responsive. In the event that all proposals are rejected or Operator determines alternate solutions are in its best interest, Operator may cancel this RFP and pursue alternate options.

Operator may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work or provide the services, and Proposer shall furnish all such information that is required for this purpose. Operator reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if in its investigation Operator determines that Bidder is not properly qualified to perform the work as described in this RFP.

## **7.2 RFP Timing**

Timing and sequence of events resulting from the RFP will be determined by Oak View Group.

## **7.3 Proposer Submission Time Period**

The Proposer's submission shall remain valid for a period of 180 days from the Deadline to Submit Proposals included herein on the RFP Cover Page.

## **7.4 RFP Amendments**

Oak View Group may amend or cancel this RFP or modify the schedule, prior to due date and time, if Oak View Group deems it to be necessary, appropriate or otherwise in the best interests of Oak View Group.

## **7.5 Event Staffing and Event Security**

Proposers must be able to provide both Event Staff and Event Security Services.

## **8 APPENDICES**

### **8.0 – Pricing Sheet**

### **8.1 – Insurance Requirements**

## 8.0 Pricing / Cost to Operator Detail

<b>PROPOSED RATES FOR EVENT STAFF / GUEST SERVICE STAFF</b>	Year 1	Year 2	Year 3
Base Hourly Charge for Wages & Salaries	\$ -	\$ -	\$ -
Base Hourly Charge for Overhead	\$ -	\$ -	\$ -
Base Hour Charge for Profit	\$ -	\$ -	\$ -
Total Hourly Charge for Event Staff / Guest Services Staff	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### **PROPOSED RATES FOR EVENT STAFF / GUEST SERVICE STAFF SUPERVISOR**

Base Hourly Charge for Wages & Salaries	\$ -	\$ -	\$ -
Base Hourly Charge for Overhead	\$ -	\$ -	\$ -
Base Hour Charge for Profit	\$ -	\$ -	\$ -
Total Hourly Charge for Event Staff / Guest Services Supervisor	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### **PROPOSED RATES FOR EVENT SECURITY GUARD**

Base Hourly Charge for Wages & Salaries	\$ -	\$ -	\$ -
Base Hourly Charge for Overhead	\$ -	\$ -	\$ -
Base Hour Charge for Profit	\$ -	\$ -	\$ -
Total Hourly Charge for Security Guard	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### **PROPOSED RATES FOR EVENT SECURITY GUARD SUPERVISOR**

Base Hourly Charge for Wages & Salaries	\$ -	\$ -	\$ -
Base Hourly Charge for Overhead	\$ -	\$ -	\$ -
Base Hour Charge for Profit	\$ -	\$ -	\$ -
Total Hourly Charge for Event Staff / Guest Services Supervisor	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**PROPOSED RATES FOR EVENT & SECURITY STAFF MANAGER**

Base Hourly Charge for Wages & Salaries	\$ -	\$ -	\$ -
Base Hourly Charge for Overhead	\$ -	\$ -	\$ -
Base Hour Charge for Profit	\$ -	\$ -	\$ -
Total Hourly Charge for Event Staff & Security Manager	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**PROPOSED RATES FOR ARMED OFFICER (OPTIONAL):**

Base Hourly Charge for Wages & Salaries	\$ -	\$ -	\$ -
Base Hourly Charge for Overhead	\$ -	\$ -	\$ -
Base Hour Charge for Profit	\$ -	\$ -	\$ -
Total Hourly Charge for Armed Guard (Optional)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

## 8.1 INSURANCE REQUIREMENTS

The Contractor/Vendor must procure and maintain, at its own expense, for as long as the Agreement is in effect, the insurance coverages set forth below, in amounts specified by Navy Pier's Risk Manager, and must provide Company with certificates evidencing such coverage prior to performing any services:

### Certificate Holder

Metropolitan Pier & Exposition Authority & Navy Pier  
Incorporated  
600 E. Grand Avenue Chicago, IL  
60611

### Commercial General Liability

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products Liability/Completed - Opps. Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Premises Rented to you	\$1,000,000

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required "per-occurrence" limit. Aggregate limits of liability must apply on a "per- location" or "per-project" basis, as the case may be. The general liability coverage must provide that Metropolitan Pier & Exposition Authority and Navy Pier Incorporated be covered as Additional Insureds using ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalents acceptable to us) on a primary and noncontributory basis, with rights of subrogation waived in favor of the Additional Insureds. In the event that Contractor or Vendor carry higher limits than those required in this Insurance Requirements Exhibit, then those higher limits are to apply in favor of the Additional Insureds.

### Workers' Compensation and Employer's Liability

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
<u>Employer's Liability</u>	
Each Accident	\$1,000,000
Per Employee - Disease	\$1,000,000
Annual Aggregate - Disease	\$1,000,000

Coverage in accordance with the applicable State of Illinois laws covering all the contractor's employees.

### Automobile Liability

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage Combined - Single Limits	\$1,000,000
Uninsured/Underinsured Motorist - Occurrence	\$1,000,000

Such insurance shall include coverage for loading and unloading hazards. This policy must provide coverage for all owned, non-owned, and hired autos.

## 8.1 INSURANCE REQUIREMENTS

### **Umbrella Liability**

#### **Coverage**

	<u><b>Limit</b></u>
Per Occurrence	\$5,000,000
General Aggregate	\$5,000,000

Coverage must be in excess of Commercial General Liability, Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage. Such Umbrella Liability insurance shall also provide coverage for the Additional Insureds (as indicated above with respect to Commercial General Liability insurance) using equivalent ISO Forms, with such coverage explicitly excess to and noncontributory with the Additional Insured's liability insurance (primary, umbrella, and excess), with subrogation waived in favor of the Additional Insureds.

### **Professional Liability Coverage**

#### **Coverage**

	<u><b>Limit</b></u>
Per Wrongful Act	\$5,000,000
Annual Policy Aggregate	\$5,000,000

Definition of Professional Services must encompass all professional services associated with this agreement and the policy definition of professional service should require Company written approval and authorization.

### **All Risk Property (if applicable)**

### **General Requirements Applicable to All Insurance**

- Such insurance shall include coverage for Bodily Injury and Property Damage resulting from an error and/or omission in the performance of services outlined within the agreement. Also, the definition of Professional Services must encompass all professional services associated with this agreement and the policy definition of professional service should require Company written approval and authorization.
- All insurance companies must be rated A-VIII or better by the A. M. Best Company or equivalent rating agency.
- Contractor's/Vendor's assumption of liability is independent from, and not limited in any manner by, the Contractor's/Vendor's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by Contractor to Company as a result of the liability provisions of the Contractor shall be paid on demand.
- None of the requirements contained herein as to types and limits or Company approval of insurance, coverage to be maintained by the Contractor/Vendor are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor under the Agreement and any other agreement with Company or otherwise provided by law.
- Contractor/Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by Company shall apply in excess of and not contribute with insurance provided by Contractor/Vendor under the Agreement. All of Contractor's/Vendor's insurance, whether primary, umbrella, or excess, is and shall be primary to and noncontributory with Company's insurance.

## 8.1 INSURANCE REQUIREMENTS

- Contractor/Vendor shall provide to Company no less than ten (10) days prior to commencement of the work to which this Agreement applies Certificates of Insurance showing full compliance with these Insurance Requirements, including the status of Metropolitan Pier & Exposition Authority and Navy Pier Incorporated as Additional Insureds on a primary and noncontributory basis, with subrogation waived in favor of the Additional Insureds, and that insurers shall be required to provide the Certificate Holders with notice of cancellation or nonrenewal no less than thirty (30) days prior to such cancellation or nonrenewal (except for cancellation due to nonpayment of premium, in which case such notice must be provided to the Certificate Holders no less than ten (10) days prior to such cancellation). Such notice of cancellation or nonrenewal must be delivered to Certificate Holders via overnight service such as FedEx.
- Such Certificates of Insurance shall disclose the deductibles or retentions applicable to each such insurance policy. Acceptability of such deductibles or retentions shall be in the sole discretion of the Certificate Holders.
- Companies issuing the insurance policies shall have no recourse against Company for payment of any premiums or assessments for any deductibles or retentions, all of which are and shall be the sole responsibility and risk of Contractor/Vendor.
- All policies should be written on an occurrence basis, except for Professional Liability insurance, which may be written on a claims-made basis if no such insurance is reasonably and commercially available on an occurrence basis. With respect to any insurance provided pursuant to these Insurance Requirements that is provided on a claims-made basis, Contractor/Vendor shall be required to maintain such insurance on a continuous and uninterrupted basis for a minimum of three (3) years following the conclusion of the work performed or provided pursuant to this Agreement.
- All policies, except for workers' compensation and professional liability policies must amend the other insurance clause to be **Primary and Non-Contributory** for any liability arising directly or indirectly from the Services.
- Contractor agrees to require its subcontractors to comply with the insurance provisions required of Contractor pursuant to this Agreement unless Contractor and Company mutually agree to modify these requirements for subcontractors whose work is of relatively small scope. Contractor agrees that it will contractually obligate its subcontractors to promptly advise Contractor of any changes or lapses of the requisite insurance coverage and Contractor agrees to promptly advise Company of any such notices Contractor receives from its subcontractors. Contractor agrees that it will contractually obligate its subcontractors to indemnify and hold harmless Company, Metropolitan Pier, and Exposition Authority, Navy Pier Incorporated, its facilities, agents, officers, board members and employees to the same extent that Contractor is required to do so as provided in this Agreement. Contractor assumes all responsibility for monitoring subcontractors' contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services. As an alternative, Contractor may include its subcontractors as additional insured on its own coverage as prescribed under these requirements. If the subcontractors are included as additional insureds, Contractor agrees to provide workers' compensation coverage for contractors and their employees.

## **8.1 INSURANCE REQUIREMENTS**

- Failure to obtain and maintain required insurance shall constitute a breach of the Agreement and the Contractor will be liable for all costs, liabilities, damages, and penalties resulting to Company from such breach, unless a written waiver of the specific insurance requirement is provided to the Contractor by Company. Company reserves the right, at their option and in their sole discretion, to procure any required insurance and to deduct from or charge to the Contractor/Vendor the cost of such insurance.
- Contractor/Vendor shall promptly provide a certified copy of any insurance policy procured and maintained pursuant to this Insurance Requirements upon Company's demand.
- In no event shall any failure of Company to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the selected Contractor's obligation to obtain (or cause to be obtained) insurance coverage required by the terms of this Agreement. Failure of Company to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth in this Exhibit, or failure of Company to identify a deficiency in the evidence provided, shall not be construed as a waiver of the Contractor's obligation to maintain (or cause to be maintained) the insurance required hereunder. The acceptance of delivery by Company of any certificate of insurance evidencing required coverage and limits does not constitute approval or agreement by Company that the insurance requirements have been met or that the insurance policies referenced in the certificates of insurance are in compliance with such requirements.