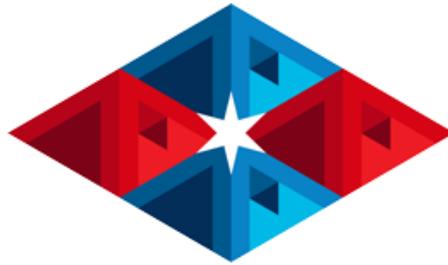

Request for Proposals

#2021-12-M

Elevator and Escalator Maintenance Services



McCORMICK
SQUARE • PLACE • MPEA
MCCORMICKSQUARECHICAGO.COM

Metropolitan Pier and Exposition
Authority (MPEA)

July 14, 2021

TABLE OF CONTENTS

SECTIONS:

- I. DEFINITIONS AND INTERPRETATION
- II. BACKGROUND INFORMATION & OBJECTIVES
- III. SCOPE OF SERVICES AND REQUIREMENTS
- IV. RFP PROCESS AND SUBMISSION REQUIREMENTS
- V. EVALUATION CRITERIA
- VI. CONDITIONS, DISCLAIMERS, DISCLOSURES
- VII. REQUIRED FORMS

EXHIBITS:

- 1. EQUIPMENT LISTING**
- 2. RFP TIMELINE**
- 3. FORM OF AGREEMENT (TO BE POSTED LATER VIA ADDENDUM)**

SECTION I. DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

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

“Agreement” or “Contract” means the Agreement that is to be entered into between the Authority and the selected Proposer pursuant to this RFP.

“Authority” means the Metropolitan Pier and Exposition Authority.

“Contractor” refers to the Proposer that is selected to provide the Services and will enter into the Agreement or Contract with the Authority

“Include” Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."

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

“MBE” means Minority Owned Business Enterprise.

“MPEA” means Metropolitan Pier and Exposition Authority.

“Proposal” means all materials submitted in response to this RFP.

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

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

“Responsible” Responsibility is determined by the Authority and relates primarily to the ability of a Proposer/Bidder to successfully carry out a proposed contract, and whether the Proposer/Bidder has the character, reputation, and integrity to receive an award. The Authority may determine in its sole discretion that a Proposer/Bidder, otherwise able to perform, who has been convicted of a felony, or violation of the public procurement requirements of any federal or state governmental entity, is not responsible and therefore disqualified from the RFP process. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer’s/Bidder’s responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

"RFP" means this Request for Proposals, including all Exhibits and addenda.

"Selected Proposer" or **"Successful Proposer"** or **"Successful Contractor"** means the Proposer selected for award of an Agreement.

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

"WBE" means Women Owned Business Enterprise.

INTERPRETATIONS

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

SECTION II. – BACKGROUND INFORMATION

BACKGROUND INFORMATION

The Metropolitan Pier and Exposition Authority, hereinafter referred to as the “Authority” or “MPEA”, is a municipal corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 *et seq.* (the “MPEA Act”).

The Authority is governed by a nine-member Board appointed by the Governor of Illinois and the Mayor of Chicago. Current Board Members are listed on the Authority’s website at http://www.mpea.com/mpea_board/board.html. The Chairman of the Board is selected by fellow Board members and a Chief Executive Officer, who is responsible for the day-to-day management of the Authority, is appointed by the Board.

The Authority owns McCormick Place[®], an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, which is managed and operated by ASM Global, a private convention management company. The McCormick Place convention center includes four buildings: the South, West, North buildings and the Lakeside Center. These buildings have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making it the nation’s largest convention center. McCormick Place[®] hosts approximately 125-150 events and attracts more than 2.5 million trade and public show visitors annually. McCormick Place[®] features the Arie Crown[®] Theater, a renovated proscenium arch theatre which seats approximately 4,200. Two separate buildings, the Energy Center and the Corporate Center, are also part of the MPC.

The Authority also owns the Hyatt Regency McCormick Place, a 1,258-room hotel and conference center located adjacent to McCormick Place. The Hyatt Corporation is responsible for the operation and management of this Hotel under a management agreement with the Authority.

Two new facilities opened at McCormick Place[®] in 2017: a 1,206-room Marriott Marquis Chicago Hotel and the 10,000 seat Wintrust Arena, a multi-purpose facility that serves as a first-class NCAA basketball arena and general assembly hall for large business meetings and other major special events. The facility hosts DePaul NCAA men’s and women’s home basketball games, tournaments, and other DePaul events.

SECTION III. – SCOPE OF SERVICES

OBJECTIVES

MPEA is seeking proposals from qualified firms to provide Elevator and Escalator Maintenance Services for the McCormick Place Complex in accordance with the schedules and performance criteria outlined herein. The schedules and procedures for services listed herein are outlined by specific facility, location, and area within the Complex.

3.1 INTRODUCTION

McCormick Place is seeking proposals from qualified firms to provide Elevator and Escalator Maintenance Services for the McCormick Place Complex in accordance with the schedules and performance criteria outlined herein. The schedules and procedures for services listed herein are outlined by specific facility, location, and area within the Complex.

3.2 EQUIPMENT COVERED UNDER REGULAR SCHEDULED MAINTENANCE:

MPEA reserves the right to add locations as it deems necessary. MPEA may modify this Contract by removing or adding unit(s) such as unit(s) being modernized, with 30-day advanced written notification. The units added or removed will be added (or deducted) from the current pricing. Any units added to the Contract will be for the term of the agreement only. The price for each additional location shall be negotiated and agreed to in a written amendment to the Contract.

All equipment, including equipment type, Manufacturer, controller type, capacity and floors is included as **Exhibit 1 – Equipment Listing**.

3.3 MATERIALS, EMPLOYEES, WORKMANSHIP

Contractor is required to utilize best industry practices as they exist throughout the term of the Agreement. Unless otherwise specified, the Contractor must provide and pay for all materials, labor, supervision, tools, equipment and transportation necessary for execution and completion of Work.

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

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

3.4 MAINTENANCE

a. General

The Contractor not only will furnish all material and replacement parts, but shall provide all labor, supervision, tools, diagnostics, solid state boards, software, supplies and other expenses necessary to perform a full maintenance service program, and repairs of every description, including inspections, adjustments, cleaning, tests as herein specified for all equipment under this Contract. The Contractor will provide complete full-maintenance coverage of all Units. The Elevator Service Company will maintain all elevators, vertical transportation equipment and accessories to comply with the requirements of the applicable ASME/ANSI A.17.1 safety codes for elevators and escalators and any other rules, ordinances or building codes that may apply. The ANSI Elevator Inspector Manual A.17.2 will be used as a guide to establish that the

equipment is operating safely. The original specifications and/or NEII Standards of Performance in association with all current code standards will be the guide for performance criteria. Regular Routine Exams and Maintenance examinations will be performed at a frequency of not less than monthly for all equipment. Equipment will require a minimum number of preventative maintenance hours a month as indicated on the Bid Form. During these examinations, the components are to be checked and all necessary work performed relative to cleaning, lubrication and adjustment of equipment. The Contractor must keep equipment in proper, safe, efficient and code-compliant operating condition, twenty four (24) hours a day, seven (7) days a week. Maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. Contractor shall maintain the equipment in proper adjustment for smooth, quiet operation. The Services specified herein are considered that minimum for all equipment. If specific equipment covered by this Contract requires additional preventative maintenance for safe and reliable operation, as specified by the manufacturer or by ASME A17.1 standards, Contractor shall perform the required additional preventative maintenance without added cost to MPEA.

b. Work Included

The Contractor daily, weekly and monthly will examine, inspect, clean and lubricate all of the equipment of all of the Units, and will keep the machine room enclosure(s) and all other equipment areas clean and free of dust and debris. It is understood and agreed that the cost of all repairs, renewals and replacements are included in the Contractor's monthly Rates. Contractor will maintain, adjust, repair, restore, and replace all of the equipment of all the Units, including all components thereof, excepting only work required due to major vandalism (which is defined as vandalism damage that cannot be repaired or corrected by two mechanics within eight (8) hours). The Contractor will maintain the performance adjustments as indicated by the original manufacturer, modernized equipment specifications and as indicated in specifications. Contractor acknowledges having inspected the Unit equipment, agrees to accept the Unit equipment under full maintenance in its existing condition, and assumes all responsibility for repairs, maintenance and replacement of Unit equipment for the duration of this Contract and to leave the equipment in excellent condition at the end of this Contract. Repairs, renewals and replacements of parts shall be equal in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the original installation. Replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor. Contractor is responsible for and will perform all semi-annual, annual, and periodic tests including all associated city, county and state fees. Contractor will be responsible for full maintenance of all portions of the Unit equipment, and will repair or replace as needed all components of the Unit equipment not specifically excluded, including but not limited to:

i.) Traction Elevators

Machine: Worm and gear, gearless armatures, castings, pinion gear, thrust bearings, main bearings, lateral bearings, shafts, drive, secondary and compensation sheaves, sheave shafts and bearings, brake pulley and brake coil, brake shoes and linings brake pins and brake contacts, sound isolation, and all other machine component parts.

Motor and generator windings, rotating element, commutator, bearings, field coils, armature and stator, shaft, collector and slip rings, rotor, motor bearings. SCR drives, AC drives, transformers, choke panels.

- 1) Controller, Selector & Dispatching Equipment: All relays, rectifiers, solid state components, boards, resistors, condensers, transformers, contacts, conductors, dash pots, timing devices, selector switches, computer devices, steel selector tape, mechanical and electrical driving equipment, coils, solenoids, resistance grids, magnets and inductors, switch assemblies, and springs, microprocessors, transducers and printed circuit boards, wire and cable, arc deflectors, fuses, electronic tubes, battery lowering devices, emergency power related equipment operation of elevator, all software and CRT monitors.
- 2) Governor: Governor sheave and shaft assembly, bearings, contacts and governor jaws, pit sheaves and switches.
- 3) Hoistway door interlocks, contacts and hangers, bottom and side door guides, auxiliary door closing devices, tracks, cams, rollers, locks and contacts, air cord, chains, electric and mechanical closers, motors, straps, arms, operators, linkages vision panels, pulleys, safety devices, motors, steps, step treads, switches, motors, relays, fuses, controllers and all parts, ropes, linkages, motor room and pit equipment.
- 4) Deflector, compensating and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, adjustment shorting, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs, slowdown switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies, car and counterweight 2:1 sheaves.
- 5) Automatic power operated door operators, car door hangers, car door contacts, door protective devices, tracks, door clutch mechanism, closers and closer arms, load weighing equipment, car frame, car safety units, platform, wood platform flooring, elevator car guide shoes gibs or rollers, cab steadying plates, car door gibs, elevator cabs tops and car gates (vertical and collapsing). The intercommunication system and all related wiring in its entirety.
- 6) Replace all wire ropes as often as is necessary to maintain an adequate factor of safety as listed in A.S.M.E. Code A17.1 to equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal counterweight and related equipment clearances. Replace and repair as required traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers. The mainline switch together with fuses for same are excluded.
- 7) Contractor shall be responsible to re-lamp all indicator and lighting fixtures in the pit, machine room, car and hoistway. Cab lighting is excluded.
- 8) The Contractor will be responsible for fixture contacts, pushbuttons, key switches, locks, lamps and sockets of button stations (car and hall) lanterns, position indicators (car and hall), direction indicators, re-lamp signal equipment including hall lanterns, position indicators, car and hall stations,

traffic directory stations, lobby indicator panels, intercom systems, alarm bells, fire related controls, emergency operations, monitoring systems, intercom systems, wiring and traveling cables.

- 9) Examine all safety devices and governors and as required by Local Jurisdiction to perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. Car balance shall be checked and the governor will be recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code, for Elevator and Escalators ANSI/ASME A17.1 Current Edition and Local municipal codes having jurisdiction. The Contractor will file all tests with local jurisdiction. Contractor shall provide, as required, one technician to assist consultant or inspector for performance of any mandated, periodic, routine or full or no load test. Contractor shall provide thirty days' notice to MPEA prior to performance of any test performed by others.
- 10) Guide rails shall be kept free of dust and rust. Where roller guides are used, rails shall be kept dry and properly lubricated when sliding guides are used. Replace guide shoe rollers and gibs as required to insure smooth and satisfactory operation. Periodically examine rail brackets for tightness of bolts and nuts. File any rough surface, or gouge which may appear due to action of the safety devices, shorten rails as required to assure proper clearance at top and bottom of shaft.
- 11) Furnish and utilize lubricants, consisting of oils, greases, and compounds, blended specifically for elevator equipment. They shall be of the highest quality, and consistency for the purposes employed, and the parts, to which applied. The applicable operating oil shall be developed specifically for hydraulic elevators. Cleaning compounds, waste cloths, and other materials, are to be supplied with the understanding that the cleaning agents employed shall not be flammable or noxious. This material shall always be stored in approved metal containers provided by the Contractor. All documentation on stored compounds required by MPEA shall be supplied by Contractor. All storage shall be kept neat and clean.
- 12) All replacement parts shall be new and specifically designed for the elevators on which they are to be used.
- 13) The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compounds as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this Contract.
- 14) The Contractor shall maintain all elevator equipment in hoistways, including rails, inductors, hatch door hangers and tracks, machine rooms, secondary levels, and pits and assigned Contractor work space in a clean orderly condition, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean. This work shall be done at least annually.

- 15) The Contractor shall be responsible for notifying MPEA (in writing) of the existence or development of any defects in, or repairs required to, the elevator equipment which he does not consider to be his responsibility under the terms of the Contract. The Contractor shall furnish MPEA with a written estimate of the cost to correct any such defects or make the required repairs. MPEA reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.
- 16) The Contractor shall be responsible for giving immediate notice to MPEA of any condition which he discovers that may present a hazard to either the equipment or passengers.

ii.) Hydraulic Elevators

All material which pertains to hydraulic elevators included and listed above in the traction elevator section is included in this section. Also included are: Pump units, impellers, shafts, bearings, seals, operating valves, leveling valves, manifolds, mufflers, manual lowering valves, strainers, reservoir, solenoids, transmission sheaves, drive belts.

- 1) Motor, stator windings, rotors, slip rings, motor bearings.
- 2) Plunger, packing, wiper rings, lantern rings, O rings.
- 3) Repair, renew or replace oil hydraulic tanks, valve screens, filters, pumps, motors, belts, fittings, above ground piping and supports, packing's, "O" rings, cylinder head assemblies, pistons and isolation equipment.
- 4) All piping, fittings and accessories (such as vibration dampers, silencers, etc.), between the pumping plant and the jack unit. Underground piping not included. Power plant (complete), consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves (of every kind), strainer, mufflers, gaskets, and all other accessories.
- 5) The Contractor will supply necessary hydraulic fluid.
- 6) The Contractor will repair or replace operating valves, motors, motor windings, pumps, pump motors, leveling valves, hydraulic fluid tanks, hydraulic motors, and entire jack unit excluding underground cylinders and piping.
- 7) Hydraulic pressure tests as required by Code are included in this AHJ Contract. Any additional elevator tests required by the State authority having jurisdiction over the elevators are included in this Contract.
- 8) Car buffers, car guide rails, top and bottom limit switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies.
- 9) Roped Hydraulic Elevators: Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws, switches, governor tension sheave assembly, sheaves, sheave bearings and assemblies.

- 10) Roped Hydraulic Elevators: Renew all hoist ropes and governor ropes, as often as is necessary to maintain an adequate factor of safety. Equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal equipment clearances. Whenever wire ropes are replaced or shortened, only wedge-type shackles shall be used if applicable. Any modifications or permits necessary to achieve this result shall be the responsibility of the Contractor.
- 11) Roped Hydraulic Elevators: Examine all safety devices and governors and conduct annual no load tests. Each fifth year, perform a full load, full speed test of safety mechanism, overhead speed governors, and car buffers. Car balance shall be checked and the governor recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code for Elevator and Escalators ANSI/ASME A17.1 Current Edition as the same may be amended, supplemented or substituted, and in accordance with all applicable laws and codes.

iii.) Escalators

All material which pertains to traction and hydraulic elevators listed above in the traction elevator and hydraulic elevator sections is included in this section. Also included are:

- 1) Control Wiring Harness, Main Disconnect to Controller Wire, Controller to Motor Wire.
- 2) Relays, Magnet Coils, Magnet Frames, Contacts, Shunts, Springs, Fuses, Insulators, Resistors, Switches Rectifiers, Condensers, Capacitors, Timing Devices, Solid State Devices, Overload Heaters, Transformers, Reverse Phase Devices, Auxiliary Brake, Emergency Brake.
- 3) Brake Setting, Linings, Shoes, Magnet Coils, Link Pins, Bushings, Plungers, Adjustment Screws.
- 4) Worm Shaft Bearings, Thrusts, Bearings, Inner Bearings, Worm Gears, Gear Oil, Seals, Stators, Windings, Rotating Elements, Mounts, Motor Thermal Protection Switch, Escalator Drive Machines, Commutators, Rotating Elements.
- 5) Tractor Rollers, Drive Rollers, Drive Sheaves, Handrails, Hand Rail Tracks, Bend Guides, Entry Devices.
- 6) Assemblies, Stop Wheels, Rollers and Bearings, Treads, Cleats, Riser Surfaces, Chains, Chain Rollers, Axle Pins, Bushings. Spacing with Combs as necessary.
- 7) Proper step indexing with Combplate Teeth, Up thrust Switches, Stop/Start Key Switches, Deck Plates, Machine Room Covers, Combs, Combplates, and Landing Plates.
- 8) Step Chains, Handrail Drive Chains, Main Drive Chains, Counter Shaft Chains, V-Belts, Springs, Step Wheels, Frame and Sprockets, Steps,

Risers, Rollers, Demarcation Strips, Step Tracks, Handrails, Tracks, Drive Belts, Timing Belts, Tension Devices, Lubricators, Comb Lighting, Under Steps.

- 9) Non-Reversal Devices, Main Drive Chain Switches, Pawls, Sprockets, Sliding Plates, Skirt Guard Safety Switches, Micro Switches, Stop Buttons, Start/Stop Key Switches, Step Safeties, Pulleys, Gears, Limits, Up thrust Safety Switches, Safety Switches, Guard Safety Switches. Adjust step to Skirt clearance as necessary. Tension Carriages, Settings on Springs.
- 10) Check Skirt to Step clearances, Tread and Tooth indexing.
- 11) Adjust for smooth operation and synchronized speed as necessary.
- 12) The Contractor will supply necessary oils, grease and other lubricants, cleaning materials and cotton waste.
- 13) At least once every two years and more frequently if required by job conditions or by MPEA's consultant or city inspector, Contractor will perform a total clean down of escalator equipment, including pits and pans, balustrade interiors, and including waxing handrails. Contractor shall schedule sufficient time for dismantling of the escalator apparatus, to include step assemblies, for a general clean down and inspection of all internal equipment as required by local code. Clean down shall include degreasing and removal of all grime from drip pans, below the moving treads, by wiping with approved solvents. Replace all minor component parts that do not require additional out of service time. Reassemble, adjust and test the Unit in accordance with the OEM design specifications and current code requirements. When observed conditions warrant or component inspections mandate extraordinary repairs or replacements be performed, Contractor shall notify MPEA and request additional out of service time be approved and provide an estimated schedule for returning the Unit to service.
- 14) The Contractor shall examine, adjust, lubricate daily, weekly monthly, or as required, and if in MPEA's Opinion, conditions warrant, repair or replace: Controller, Brake, Drive Motor/Gear Box, Hand Rail Drive, Steps, Combplates, Skirts, Handrails, Safety Devices and Chains.
- 15) The Contractor will provide a team at no additional expense, to pull escalator steps for third-party maintenance evaluations.
- 16) Contractor shall perform all necessary tests as required by the authorities having jurisdiction.

iv.) Additional Equipment Coverage

- 1) All other materials, seismic triggers, derailment devices and collision switches solid-state components and equipment not mentioned above which are part of the elevator/escalator installation are included in this Contract.

- 2) Any types of devices whose components are not specifically identified but are identified in the list of devices covered under the scope of this Contract, such as wheelchair lifts, sidewalk elevators, etc., shall be covered by the Contractor without additional charge for maintenance, inspection, testing, repair and replacement of all components not specifically excluded herein.

c. Maintenance Schedule

The Contractor will ensure that all Units operate safely and in accord with the performance standards identified herein and will use its professional judgment and expertise in so doing and provide additional performance standards and procedures deemed necessary per their professional judgment. The performance of this program requires that the hours allotted each month, on each elevator unit, be combined and consecutively arranged to allow for a continuous presence at the buildings in the execution of the scheduled tasks, chores, and assignments. This would allow the Maintenance Activities to be confined over a definite prescribed period of time, in days, rather than spread the coverage over many days, with minimum hours per day. Example: 2 hours per elevator per month x 2 devices = 4 hours. Maintenance shall be performed as convenient as not to interrupt normal building operation and traffic flow. The Contractor shall issue document listing total number of hours for maintenance each month per elevator. This document becomes part of the Contract. In performance of the services hereunder, and not to take away from the Contractor's professional judgment, skill and expertise, Contractor will make, at a minimum, the following scheduled inspections, checks and services to each of the Units and all their individual components, and at the indicated frequencies as further specified:

UNIT TASKING (these tasks are the minimum requirements) in addition to all tasking as required by ASME A17.1

Monthly

- 1) Investigate and correct all complaints
- 2) Ride each elevator –
 - a. Visually observe car leveling in both directions and door preopening
 - b. Observe car door operation and test reversing device
 - c. Observe each hoistway door operation
 - d. Test Alarm button/Stop switch operation
 - e. Test two-way communication
 - f. Observe car ventilation fan for unusual noises
 - g. Observe car ride quality from top-to-bottom for unusual noises and quiet, smooth car guide operation
 - h. Observe door opening and closing quality for unusual noises and quite smooth operation, observe acceleration, deceleration and stopping profiles
 - i. Check operation of door restrictor
 - j. Check door gibs and gaps of doors and jams
 - k. Check sill and clean debris
 - l. Check nudging operation
- 3) Tour each machine room –
 - a. Observe operation of all controllers and rotating equipment
 - b. Check floor for leaks - investigate as necessary
 - c. Inspect communication on all rotating equipment

- d. Review recorded controller and drive faults
 - e. Inspect all safety devices
 - f. Observe oil level in reservoir
 - g. Listen for noises indicating advanced bearing wear or imminent failure
 - h. Inspect all relays, contacts and/or shunts
 - i. Check and replace brushes as needed
 - j. Investigate error logs, remedy repeat errors and document results
 - k. Check commutator on rotating equipment if applicable
 - l. Check valves and pumping unit for proper function and ride quality.
- 4) Perform review of all machine room equipment –
- a. Lubricate as required by OEM
 - b. Inspect motor starter contacts
 - c. Inspect brush lengths
 - d. Change brushes as necessary
 - e. Blow off brush rigging - clean filters
 - f. Empty and/or clean drip pans
 - g. Inspect relay shunts and contacts and replace as necessary
 - h. Wipe off all rotating equipment
- 5) Check secondary equipment –
- a. Lubricate as required by OEM
 - b. Clean as necessary
 - c. Listen for noises indicating advanced bearing wear or imminent failure
- 6) In the hoistway –
- a. Inspect operation of interlocks and door restrictors
 - b. Verify proper operation of car lights
 - c. Verify proper operation of call registration lamps
 - d. Verify proper operation of hall lantern lamps
 - e. Clean pits
 - f. Clean outsides of smoke and heat detectors
 - g. Clean sprinkler heads
 - h. Clean, Lubricate, and adjust pit equipment
 - i. Check door operator belts, chains, and linkage (lubricate as necessary)
 - j. Inspect hoist and governor ropes, springs and 2 to 1 sheaves
 - k. Conduct Fire Service Testing Phase I and Phase II (elevator mechanic to do monthly and to make sure logs are in machine room and up to date)
 - l. Inspect hydraulic piston for proper functioning and oil reservoir for leakage

Quarterly

In addition to monthly tasks:

- 1) Elevators –
- a. Measure stopping accuracy at all floors
 - b. Service door operator
 - c. Clean car tops
 - d. Clean car ventilation fan
 - e. Clean, adjust and lubricate roller/slide guides assemblies
 - f. Check door closing force

- g. Clean and/or turn and undercut commutators
- h. Clean machine rooms
- i. Check all pit switches
- j. Check tail sheaves and comp sheaves
- k. Inspect hydraulic piston for proper functioning and oil reservoir for leakage

2) Test controller connections and tighten where necessary

Semi-Annually

In addition to monthly and quarterly tasks:

- 1) Inspect and observe governor operation (general)
- 2) Test and adjust upper and lower limit thermostats for oil reservoir heaters
- 3) Inspect buffers for damage and check oil levels

Annually

In addition to monthly, quarterly and Semi-Annual tasks:

- 1) In the machine room –
 - a. Blow out rotating equipment
 - b. Clean all controller components
 - c. Drain and flush gear case – replace gear oil with new, clean oil
 - d. Disassemble, clean and service brake
 - e. Set brake spring tension per code
 - f. Measure field and armature resistance to ground in megohms, record readings and make readily available
 - g. Test overloads
- 2) In the hoistway –
 - a. Conduct slow-speed safety test
 - b. Conduct slow-speed buffer test.
 - c. Conduct bypass pressure relief test
 - d. Conduct cylinder leakdown test
- 3) Measure the following performance profiles and adjust to within specified tolerances where measurement deviates from specified values:
 - a. Door opening time
 - b. Door closing time
 - c. Hall call door dwell time
 - d. Car call door dwell time
 - e. Reopened door dwell time
 - f. Nudging delay time
 - g. Floor-to-floor time
 - h. Brake-to-brake time
 - i. Door stall pressure
 - j. Car speed
 - k. Acceleration/deceleration profiles
 - l. Door operating quality
 - m. Stopping accuracy

- 4) Test Phase I/Phase II Fire Service Operation for all elevators after hours at no additional cost
- 5) Perform at no additional cost Annual No Load Test and 5 Year Full Load tests as required on traction elevators
- 6) Perform at no additional cost annual pressure test for hydraulic elevators

Escalators:

Daily/Weekly/Monthly

- 1) Investigate and correct all complaints
- 2) Ride each escalator
 - a. Check all that the user can touch is smooth
 - b. Check balustrade and skirting lighting
 - c. Check clearance between steps and skirting
 - d. Check for debris and dirt between comb plates
 - e. Replace comb plates that have broken teeth
 - f. Check condition and tension of handrail
 - g. Clean handrail
 - h. Check directional indicators
 - i. Check sill and clean debris
- 3) Machinery
 - a. Check noise level of moving escalator
 - b. Empty and/or clean drip pans
- 4) Electrical
 - a. Check operation of handrail entry switches
 - b. Check operation of approach mat switches
 - c. Check operation of key switches
 - d. Check all stop switches

Quarterly

In addition to monthly tasks:

- 1) Ride each escalator
 - a. Check all that the user can touch is smooth
 - b. Check balustrade and skirting lighting
 - c. Check clearance between steps and skirting
 - d. Check for debris and dirt between comb plates
 - e. Replace comb plates that have broken teeth
 - f. Check condition and tension of handrail
 - g. Clean handrail
- 2) Machinery
 - a. Check noise level of moving escalator

- b. Check drive motor bearings
- c. Check gearbox bearings and lubrication
- d. Examine brake linings for wear
- e. Ensure brake linkages are lightly lubricated
- f. Check brake spring tension and clearance
- g. Ensure correct lubrication of handrail chain and step chain
- h. Check all step chain and guide rollers
- i. Clean machine tanks and components

3) Electrical

- a. Check operation of handrail entry switches
- b. Check operation of approach mat switches
- c. Check operation of key switches
- d. Check all stop switches
- e. Ensure machinery tank lighting is functional
- f. Check function of broken step chain switch and all switches
- g. Ensure electronic control boards are secure
- h. Ensure all relays and contacts are cleaned and functional

Semi-Annually

In addition to daily, weekly, monthly and quarterly tasks:

Inspect and observe escalator operation (general) and replace all worn parts on scheduled repair basis with MPEA.

Bi-Annually

In addition to daily, weekly, monthly, quarterly and Semi-Annual tasks:

1) Tracks

- a. Check all brackets for tightness
- b. Make sure tracks are clean
- c. Check clearances between rollers and hold down tracks
- d. Check wear and alignment
- e. Track joints should be smooth

2) Steps

- a. Check for uniformity
- b. Check for cracks and stress fractures (perform annual step inspection)
- c. Check all welds
- d. Check all lubrication
- e. Check step and chain rollers and replace as necessary
- f. Check alignment
- g. Check belts for wear
- h. Check rollers and step chain rollers
- i. Nudging delay time

3) Step Chain and Rollers

- a. Lubricate as necessary
- b. Check chains for wear and replace as necessary
- c. Clean all parts to keep functioning properly
- d. Check sprockets, teeth, and bearings for wear and replace as necessary

4) Handrails

- a. Check for slippage and friction (heat)
- b. Check grounding

- c. Visually inspect that handrails are running at the same speed as the steps
 - d. Inspect for cuts, gauges or cracks and replace as necessary
- 5) Handrail Drive
 - a. Check drive chains for lubrication, cleanliness and adjustment
 - b. Inspect rollers
 - c. Inspect newel roller bearings
 - d. Inspect slack take-up device is functioning properly
 - e. Inspect sheaves and grooves for wear
 - f. Check for even wear and make adjustments as necessary
 - 6) Drive Motor
 - a. Maintain motor to manufacturers guidelines
 - b. Check motor for lubrication, cleanliness and air circulation
 - 7) Gear Box Assembly
 - a. Inspect oil levels and that gears are carrying required amount of oil
 - b. Check for lubrication, cleanliness and leakage
 - c. Lubricate bearings as required
 - d. Inspect screens and clean as required
 - e. Check seals and rubber grommets
 - f. Correct all noises and scraping
 - g. Inspect bearings
 - h. Inspect gears for wear and any broken or worn teeth
 - 8) Chain Drive
 - a. Grease bearings according to manufacturer's requirements
 - b. Inspect oil level
 - c. Inspect springs, adjust and properly maintained
 - d. Lubricate reversing station
 - 9) Brake
 - a. Inspect machine and emergency brake for proper lubrication but shoes should clean
 - b. Check for rust or corrosion
 - c. Inspect Switches
 - d. Adjust and verify proper brake torque
 - e. Check stopping distance per manufacturer and code
 - f. Check brake shoes, inspect linings and rivets
 - 10) Truss
 - a. Clean per manufacturers specifications
 - b. Clean pits
 - c. Clean drip pans
 - 11) Safety
 - a. Check all safety switches for proper function and repair if necessary
 - b. Repair all buttons for proper function if necessary
 - c. Inspect broken drive chain device
 - d. Inspect proper function of step demarcation lights
 - e. Inspect all sensors and devices

- 12) Perform at no additional cost all Testing required by manufacturer, Service Company protocol, Authority Having Jurisdiction (AHJ) and Code Requirements.
- 13) Perform at no additional cost all Inspections required and aid in the Inspections for the (AHJ) to give access to machine rooms, hoistways and safe access to pit and overhead.

Annually

In addition to daily, weekly, monthly, quarterly, Semi-Annual and Bi-Annual tasks:
Perform Annual Clean Down of all steps and parts of escalator

d. Work Not Included

The Contractor will not be responsible to make adjustments, replacements or repair for the machine room enclosure, machine room lighting, machine room ventilation, cab interiors, cab ventilation, cab lighting, cab flooring, underground hydraulic cylinders, underground piping, hoistway enclosure, hoistway entrance frames, hoistway entrance door panels (unless repairs are needed due to lack of proper adjustment), sills, electrical feeders, mainline disconnects, auxiliary disconnects, smoke sensors, fire alarm system, communication system not installed by a Contractor, signal system faceplates and negligence/misuse (major vandalism) of the equipment. The Contractor will also not be responsible for the cleaning of the cab interiors, hoistway entrances and signal fixture faceplates. Note: Contractor is responsible for cleaning the sills of the hoistway entrances during daily, weekly and monthly maintenance.

e. Labor

The Contractor will provide a set number of certified, trained personnel (maintenance mechanics and helpers) as indicated in the Bid Form for the proper preventative maintenance per day, week, month and years of the Contract term. Each personnel must have a minimum of ten (10) years' experience servicing elevator and escalator equipment. In addition, the Contractor shall provide one (1) administrator to work on invoice preparation, Contract documentation, meetings and scheduling. Each mechanic that is sick, on leave, on vacation or missing work for any reason will be backfilled with a specific fill-in mechanic listed on the Bid Form. Preventative maintenance hours do not include callback hours, testing hours, repair hours or hours for Work Not Included in the bid document. Annual and Five Year Testing hours are to be included in the Contract and a specific team and/or hours each year are to be delegated to the proper mechanic or team of mechanics listed in the Contract. Testing is to be separate from maintenance tasking and labor hours and mechanics are to be listed specifically for testing and maintenance. All personnel shall be qualified to keep the elevator and escalator equipment properly maintained, adjusted and in safe operating condition and in compliance of all regulations and requirements of all governing bodies. All work shall be performed in a thoroughly first-class and workmanlike manner to the satisfaction of the MPEA. Only upon prior authorization in writing by the Director of Operations or his designated representative shall any additional personnel be assigned by the Contractor to the site during the regular workday. Any such work shall be billed at straight time only. Invoices for this work will not be honored unless written authorization is on file. The Contractor shall provide all the equipment necessary (including proprietary and testing equipment) to maintain and repair elevators, including all handicap units, and escalators at no additional cost to MPEA. The Contractor shall provide all labor and material required to maintain the elevator/escalator monitoring equipment operating properly, as specified by the manufacturer. Bidders shall submit detailed preventative maintenance schedules as

recommended by the respective equipment manufacturers. These schedules shall outline operations and frequencies of the same to be performed on each piece of equipment. The completion of the same shall be properly noted in the log.

f. Emergency Operation Testing

The Contractor will test Firefighter's Service Operation Testing (monthly) and Standby Power Operation Testing and Life Safety Testing (annually). Where applicable and required by ASME 17.1, the building emergency power system and car interior emergency lighting system shall be tested per local code requirements for proper operation. Coordination of tests is mandatory and to be accomplished during regular hours in coordination with the respective building systems at no additional cost. The Contractor will schedule the tests on a date and time approved in advance by MPEA.

g. Inspections

As part of its services herein, Contractor will also perform and/or participate in all tests and inspections as required by MPEA, federal, state or local governmental authorities. The Contractor will aid and safely assist the Inspector in performing all required tasks of the inspection. These inspections shall include a report with recommendations and shall include any local code which mandates inspections by approved qualified agencies (QEI) with all required filing fees and associated costs, and shall be performed in conjunction with the applicable mandated tests under the terms of this Contract without extra charge. All inspection reports shall be provided in writing to Management within three (3) days of completion. Operating permits and special permits required by any jurisdiction will be paid by MPEA and Contractor agrees to notify MPEA in advance as to the jurisdictions where such permits are required. MPEA reserves the right to make such observations, inspections and tests, or to have a third party selected by MPEA, conduct such inspections and tests whenever it deems necessary or appropriate to ascertain that the requirements of this Contract are being fulfilled. Any deficiencies noted by MPEA shall be corrected by Contractor at Contractor's expense within ten (10) days. If Contractor fails to perform the services pursuant to this Contract in ten (10) days, MPEA may perform or cause to be performed all or any part of the services required hereunder. Contractor agrees to reimburse MPEA for the costs of any such work incurred by MPEA or, at MPEA's election, MPEA may deduct the costs of such work from any sums owing to Contractor. MPEA will pay fees for regular inspections. The Contractor will pay for fees for re-inspections due to deficiencies covered by this Contract. At the option of MPEA, and not necessarily coinciding with the inspections of the Operations Department, there shall be a yearly or semi-yearly joint inspection by representatives of both parties to the Contract to verify fulfillment of the Contract terms and requirements. The specific time shall be mutually agreed upon and the Contractor shall have such equipment and personnel available as required to conduct complete examination of all systems. Inspection shall include verification of design speed and loads of all units. The Contractor shall correct any deficiencies at its own expense and shall not permit the time and man power required for such corrections to detract from its ongoing required maintenance work during regular hours of service. The cost of any such inspection and examination shall be included as part of regular maintenance.

Not less than forty-five (45) days prior to the expiration of the Contract, the Contractor shall thoroughly inspect all elevator and escalator equipment to determine its condition and whether it is performing properly and at its highest peak of efficiency. Any defects found or replacements required, as a result of this inspections, shall be corrected or made by the Contractor at his/her own expense prior to the termination of this Contract.

The Contractor further agrees to perform such tests as required by the City of Chicago Elevator and Escalator Inspection Department and provide a certified written condition report at no additional cost to MPEA.

h. Subsequent Requirements

The Contractor will not be required to make tests, other than those included in this Contract, or install new devices on the equipment which may be recommended or directed by MPEA's insurance companies, federal, state, municipal or other authorities unless compensated for such installation.

i. Possession of Equipment

MPEA, as the Owner of the building(s), will retain control and ownership of all equipment. The Contractor will be responsible for the work procedures and operation. MPEA is responsible to provide a safe working place for the Contractor's employees. The Contractor will promptly notify MPEA should an unsafe condition become apparent. MPEA will notify the Contractor of any known operational problems, malfunctions and accidents. All elevator equipment is to be maintained by the Contractor and all software related to the elevators is the responsibility of the Contractor to be maintained and updates to current equipment and updates to installed software will be provided at no cost to MPEA.

j. Access to Equipment

MPEA will allow the Contractor uninterrupted access to the equipment for maintenance and a reasonable time to perform maintenance and repairs.

k. Coordination

The Contractor will give MPEA not less than seventy-two (72) hours advanced written notice when a Unit will be removed from service for maintenance, repairs, inspections and testing explaining the extent of the repairs and indicating when the unit will be returned to service. Work will be performed so as to minimize the impact on the operation of McCormick Place's business, the operation of the building and the operation of any tenants in the building. Any Unit which is out of service for four (4) hours will be reported to MPEA explaining the extent of the problem and indicating when it will be resolved.

l. Barricades

The Contractor will erect barricades when a Unit is removed from service. Barricades will be provided by the Contractor, subject to approval from MPEA.

m. Cleaning

The Contractor will at all times keep machine spaces, car tops and pit areas free from accumulation of oils, greases, fluids, dirt, debris, waste materials and rubbish. MPEA reserves the right to remove the rubbish, clean the areas or replace the defaced material and deduct the cost from the monthly Amount Due. Three months prior to each anniversary date of this Contract, Contractor will thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris. All waste will be discarded by Contractor in compliance with all laws and codes at Contractor's expense. The Contractor will keep the equipment areas in clean condition. Cleaning compounds, waste, cloths and other materials necessary are to be supplied by the Contractor and will be kept properly sealed to prevent leakage and stored in metal cabinets. It is understood and agreed between the parties that cleaning agents employed will not be flammable or noxious.

n. Painting

The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound. The elevator machine room(s) and all storage areas will be painted with good quality deck enamel once a year three months prior to the anniversary date of this Contract.

o. Performance Evaluations

- 1) Contractor will conduct quarterly evaluations of the equipment in the presence of a MPEA representative including car speed, door operations, ride quality, car leveling, floor-to-floor time and system operation, including traffic handling and response time. Following such evaluations, Contractor will perform adjustments, repairs, or replacements required to maintain manufacturer's operating performance. A copy of their evaluations will be presented to MPEA representative on a quarterly basis.
- 2) During the first six months of this Contract term, and quarterly thereafter, the Contractor will accomplish the following operational quality improvements to all geared and gearless elevators:
 - a. Clean and adjust to proper operation all door interlocks.
 - b. Clean and adjust to proper operation all door operators and door relating mechanisms.
 - c. Vacuum and clean all controllers and replace all worn controller contacts and shunts.
 - d. Blow out or vacuum and dust all rotating equipment.
 - e. Clean elevator machine rooms and pits.
 - f. Install metal, lockable parts cabinet in elevator machine room.
 - g. Ensure that elevator system is operating in accordance with agreed upon performance specifications. These agreed performance specifications shall be mutually agreed to by Contractor, MPEA and MPEA's consultant.

Contractor and MPEA agree that in the event the Contractor does not accomplish the above operational quality improvements (a through g) prior to the end of the sixth month of the initial Contract term, then MPEA shall have the option to declare a breach of this Contract and initiate termination process.

- 3) Time tickets for all work performed will be submitted to a designated MPEA's representative for approval. This may be accomplished electronically through the building at MPEA's discretion. Time tickets will indicate the date, start time, finish time, total hours worked, activity(s) performed, Unit(s) which received the work, the names of the maintenance personnel who performed the work, and whether any portion of the work performed is not included in the Contract.
- 4) For the performance of major repair work provide separate repair personnel to ensure regular maintenance personnel may continue with their preventative maintenance activities.
- 5) A permanent record of: inspection, maintenance, lubrication, testing, repair, replacement and callback service for each elevator will be kept in the elevator machine room and in the Elevator App and/or MPEA's representative's office.

These records will be available daily to MPEA and reviewed at the end of each month. The records will indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and, at the termination of this Contract, machine room records will be the property of MPEA.

- 6) Approximately six (6) months prior to the end of the Contract term, MPEA or his designated representative will make a thorough maintenance inspection of all elevators covered under the Contract. At the conclusion of this inspection, MPEA shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within thirty (30) days after receipt of such notice. If items are not remedied MPEA will hold all receivables until all items completed.
- 7) Prior to leaving the building: upon completion of the maintenance services for that day, the elevator mechanic is to verify that all Units maintained that day are operating properly, and log all activities of the day in the computer and software supplied by the building. Any Unit that is left off-line must be done with MPEA's approval.
- 8) Each month: Contractor will submit to MPEA a report of all callbacks and corrective actions taken.

p. Performance Requirements

The Contractor will at all times maintain the efficiency, safety and operating characteristics as originally designed and installed by the manufacturer of the equipment within limits of all applicable codes. The following requirements will be maintained regardless of load on the elevator or direction of travel while providing smooth and quiet operation, including acceleration, deceleration, stopping, ride and door operation:

- 1) Speed: Will be maintained within 3% for traction elevators and 10% for hydraulic elevators.
- 2) Flight Time: Will be maintained at or below OEM and/or industry standards. The time will be measured from the start of the doors closing until the elevator is stopped at the next typical floor with the doors open two-thirds of the way.
- 3) Door Motion Times: Doors will open and doors will close at OEM and/or industry standards within current code.
- 4) Stopping Accuracy: Will be maintained within 1/4".
- 5) Vibration: The elevators will operate smoothly, with less than 10 milli-g horizontal and vertical acceleration peak-to-peak, less than 4.0 feet per second-squared vertical acceleration and deceleration and less than 6.0 feet per second-cubed vertical jerk.
- 6) Noise: Under 60 dbA for the elevator equipment measured inside the elevator.

q. Parts

The Contractor shall maintain an inventory of shelf items to be used in the regular repair and maintenance of the elevators and escalators. On termination of this Contract, MPEA reserves the right to purchase any and all quantities of the shelf items remaining in the Contractor's inventory. Shelf items purchased and owned by MPEA

shall remain in inventory for MPEA. The Contractor will provide only genuine parts supplied by the original manufacturer of the equipment for replacement or repair. Equivalent parts may be used if approved in writing by MPEA or if the original manufacturer no longer makes the parts. Alternates or substitutions shall be subject to MPEA's approval, unless otherwise specified. All items shall be subject to inspection by MPEA, prior to approval. If supplies of parts are becoming rare, the Contractor must make all necessary accommodations to gain access to these parts to keep the equipment running and free from downtime. There is no provision for obsolete parts in this Contract. All necessary replacement parts to keep the elevators running efficiently and effectively is what is necessary.

r. Lubrication

Contractor shall lubricate all of those mechanical parts only with those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent lubricants may be used if approved in writing by MPEA or if the original manufacturer no longer makes the lubricants. Contractor shall lubricate all of those mechanical parts recommended to be lubricated by the original manufacturer of the equipment or to otherwise lubricate as often as required and in the manner specified by said manufacturer. All lubricants and combustible liquids shall be stored in a metal cabinet in the machine room and Contractor shall dispose of such lubricants and combustible liquids in accordance with all laws (federal, state, and local) for the handling of hazardous materials at Contractor's expense.

s. Parts Cabinets

The Contractor is responsible to provide a lockable cabinet in each machine room for housing the necessary small parts and supplies needed to adequately service the Units and mitigate downtime. At a minimum, the Contractor must provide clean rags, relay parts, controller boards, contacts, door equipment and fuses stored in the cabinet. No parts will be stored in the controller cabinets.

t. Parts Availability

The Contractor will provide sufficient spare parts at the Location or readily available (within one hour) for replacement except those required for major repairs. In addition to the minor spare parts, maintained at the site, the Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator system concerned. The inventory shall include, but not necessarily be limited to, the following:

- 1) Lamps, minimum two each type.
- 2) Door operator motors and gear reduction units.
- 3) Transformers and rectifiers for each type and size used.
- 4) Relays and switches, minimum one of each type.
- 5) Generator and motor brush sets for each type and size used.
- 6) Generator rotating elements.
- 7) Controller and selector switch contacts and coils for each size and type used.
- 8) Selector tapes and encoders (when used).

- 9) Door interlocks and related apparatus.
- 10) Complete set of all wiring diagrams and schematics
- 11) Car door photo electric safety device.
- 12) Hanger rollers for both car and landing doors.
- 13) Limit switches and terminal stopping switches.
- 14) Roller and shoe guides for car and counterweight.
- 15) Provide solid state control boards, cards, software and diagnostic tools or instruments (one set per bank).
- 16) Door guide shoes, gibs and/or rollers.
- 17) Machine bearings and field coils.
- 18) Armature and Stator complete with windings for all motors.
- 19) Brake magnets, cores, coils, and related items for repair of the brake.
- 20) Drive units, transformer and choke panel.
- 21) Generator armature.

u. Tools

The Contractor will have all tools readily available (within one hour) to repair the Units except those required for major repairs.

v. Contractor's Employees

The Contractor will provide qualified field personnel, mechanics and helpers to maintain and repair the equipment, and supervisory personnel will be under the direct employment of the Contractor. Field personnel will wear uniforms which bear the Contractor's name/emblem. Uniforms will be maintained in a neat and clean condition at all times. All Contractors' employees will have photographic identification cards as prepared by the Contractor. MPEA may request changes in personnel performing work under this Contract. The Contractor will be required to provide proper OSHA approved personal protective equipment ("PPE") to its personnel to work in areas that contain asbestos or are adjacent to asbestos, if necessary.

w. Overall Unit Adjustments

The Contractor will at all times maintain the efficiency, safety and operating characteristics as originally designed and installed by the manufacturers of the equipment.

x. Testing

All fire life safety, emergency power, Category 1, Category 3 and Category 5 testing is included in pricing. All service and repair work shall be performed and executed in compliance, and conforming to the regulations and directions of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving walkways,

ANSI/ASME A17.1 and CSA-B44, latest edition. Periodic inspections and tests of the elevators, as required by this Code, as well as safety ordinances in effect by local governmental jurisdictions, are to be carried out and discharged by this Contractor.

The Contractor shall provide personnel who are thoroughly familiar and well informed with the equipment to perform, accomplish, and complete each test. This shall be preceded by an examination, investigation and checking of each safety device namely: governors, buffers, safety mechanism, etc. The Contractor shall implement formal safety tests and inspections as required, detailed, planned, and outlined in the ANSI/ASME A17.1 and CSA-B44 Code.

Produce monthly tests of each of the Elevator's Fireman's Recall Emergency Service System. This process shall be conducted, in the presence of the elevator inspector, if required, and representatives of MPEA.

Tests administered and arranged on an annual, and five year term. Time intervals shall be scheduled, achieved, and consummated by this Contract for all devices as required by A.S.M.E. A17. and CSA-B44 code standards. Confirmation of all tests and forms filed on behalf of the MPEA shall be forwarded to Management within three (3) working days of the procedure.

After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. All seals or settings of equipment, if altered, shall be properly replaced or set. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper and normal working conditions. The Contractor shall repair any damage to the building and elevator equipment caused by these tests. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.

The Contractor shall be responsible for filing all documents with Authorities Having Jurisdiction (AHJ). MPEA will be responsible for all filing fees.

- 1) MPEA shall hire a third party to witness Category One tests, Category Five tests, and periodic inspections as required by law and defined by Code. Contractor shall provide manpower as needed to accomplish complete inspections and tests as required each year without additional charge. For equipment where Category Five tests are applicable: during years when the Category Five testing is due, the Category One and Category Five testing shall be performed at the same time, prior to the due date of the Category Five test as derived from the date of the previously performed five-year test. Contractor shall notify MPEA and Consultant with at least three months' notice when a Category Five test is due for elevators or escalators covered under this Contract.
- 2) Category Five tests shall be scheduled well in advance of the month in which they are due to allow for potential test failures and retests; Contractor must ensure the device passes prior to the expiration date of the previous Category Five/Five-Year test to avoid incurring any late fees.
- 3) Contractor shall notify the MPEA with fifteen (15) days' notice of the date of a Category One (escalator) or Category Five inspection and test, when such notice is required by the MPEA, but only after confirmation of the

schedule with MPEA and with the third party witness. Contractor shall make all reasonable efforts to cooperate with the third party witness with regards to scheduling of the tests.

- 4) Contractor shall credit the MPEA for all costs, including MPEA's consultant's fees, incurred as a result of scheduled inspections/tests that are cancelled or postponed by the Contractor with less than 48 hours' notice before the scheduled inspection/test.
- 5) The Contractor shall not perform annual or five year tests without an MPEA-Contracted third party inspector present to witness these tests. Any test performed without MPEA-Contracted third-party witness will need to be performed again without charge.
- 6) If a component fails a Category One or Five test procedure, Contractor must make all necessary repairs or adjustments, if covered under this Contract, immediately and continuously until the device passes the test requirements as per Code in the presence of the third-party witness. Contractor is responsible for any and all repairs required to components covered under this Contract caused by test procedures, without charge. If a necessary repair is not covered, Contractor must provide an emergency repair proposal to MPEA immediately.
- 7) Contractor's Private Inspection Agency Director and/or Inspector (depending on Code requirements and/or required AHJ procedures) must sign and return filing reports generated by the third-party witness within thirty (30) days of the performance of the test.
- 8) Contractor shall complete all deficiencies or violating conditions identified during the inspection within 30 days of the filing date, and all hazardous conditions shall be corrected immediately. Contractor shall, within seven (7) days, provide a letter to MPEA and Consultant upon receipt of a list of violating conditions found during a periodic inspection, confirming that the Contractor will correct all conditions noted within 30 days of the testing date, and will also submit written confirmation when all items are completed. Any items not covered under the Contract must be submitted in a written proposal within seven (7) days of receiving the list of deficiencies or violating conditions, and these items must be corrected immediately upon acceptance of the proposal by MPEA.
- 9) Contractor shall file any necessary paperwork required by the Department of Buildings, including but not limited to Affirmations of Correction, stating that all unsatisfactory items, deficiencies or violating conditions identified in the filed periodic inspection/test report have been corrected. Contractor shall be responsible to file this paperwork within the timeframes specified by the AHJ, and shall be responsible for payment of any fines imposed on MPEA for non-filing of this paperwork. Copies of filed Affirmations of Correction shall be provided to both MPEA and Consultant.
- 10) Contractor shall be responsible to pay all fees imposed by the AHJ or other authorities having jurisdiction associated with filing Affirmations of Correction or any other forms required to clear unsatisfactory or violating conditions.

- 11) If Affirmations of Correction are not filed by the Contractor within sixty (60) days of the due date, MPEA reserves the right to hire another Contractor to correct all deficiencies in the inspection report and file the Affirmations of Correction. The Contractor will reimburse MPEA for all costs associated with hiring another Contractor.
- 12) If any unsatisfactory conditions filed in the periodic inspection report were identified as deficiencies to the Contractor at least sixty (60) days prior to the date of the periodic inspection in a maintenance evaluation or other report, or if subsequent consultant visits after an Affirmation of Correction is filed reveal items identified on that form as corrected are still outstanding, MPEA shall have the right to deduct from the monthly maintenance the cost of hiring the Consultant to make additional visits as needed to verify correction of the outstanding conditions.
- 13) On due notice from MPEA, the Contractor will comply with violations, citations or orders to comply by any inspecting authority for repairs as covered herein, provided such violations did not exist prior to the date the Contractor began maintaining the equipment, whether under this Contract or a previous Contract (unless previous violations are specifically covered elsewhere in this Contract). Contractor will provide and file with local authority all violation correction documentation.

Contractor (upon receipt or notification) will be responsible to make necessary repairs, complete and file letter of correction as the Contractor, pay all fines and clear violations within thirty (30 days) of receipt of violation. Documentation to be sent to MPEA with a copy to the Consultant within five (5) working days of resolve. Contractor is responsible on a monthly basis to verify against the City system to find any open violations and take corrective action to resolve. Contractor will be responsible to provide and purchase any copies necessary to MPEA a monthly recap of all existing violations relative to Vertical Transportation and an action plan to cure.

Contractor is responsible to remedy all violations related to Vertical Transportation by cure date stated on violation and/or attend hearing as indicated under Resolution Option at their own cost. Contractor is responsible to pay all fines related to Vertical Transportation violations within compliance date per Contract. Contractor to sign all Certificates of Correction. MPEA legal will execute authorization letter if required. Contractor will be responsible to provide MPEA a monthly recap of all existing violations relative to Vertical Transportation and an action plan to cure.

Contractor will comply with all Chicago Fire Department Codes.

Contractor will report all elevator and Fire Code violations relative to Vertical Transportation to MPEA via email.

y. Present Equipment, Wiring and Circuit Changes

Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing by MPEA as

hereinafter provided, any changes or upgrades performed become part of McCormick Place equipment.

The Contractor shall submit any proposed change to MPEA for approval. This submission shall be in quadruplicate and it shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to MPEA, the Contractor shall have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system.

3.5 HOURS OF SERVICE

A. General

The Contractor will perform all work during the regular hours on regular working days of the elevator trade. Regular working hours for this Contract is defined as 6:00 a.m. to 6:00 p.m. Sunday through Saturday. The Contractor may start earlier on scheduled days of the week to work on the Elevators if scheduled in advance with MPEA. Should shift work be required to complete an approved project, the second shift will start no later than 4:00 p.m. and cease no later than 12:00 midnight. All shift work will not be authorized for Saturdays, Sundays or holidays unless approved by MPEA. Any work which will result in additional billing outside of this Contract must be approved in advance by MPEA. The Contractor must use a staggered shift and must check-in at the start of the shift with Security Department and the same for check-out.

B. Preventative Maintenance Hours

Not more than one elevator shall be put out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with MPEA or his designee to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than the usual trouble shooting time of approximately 60 minutes, the Contractor shall notify MPEA or his designee when the elevator was taken out of service, the reason why, and what time the elevator is expected to be returned to service for proper and safe operation.

C. Emergency Callback Service

The Contractor will provide minor adjustments, minor repairs and parts replacement necessary to return the Unit to service when there is an entrapment, more than one Unit is shut down in a Bank of Elevators, a Service Elevator is shutdown, an escalator is out of service, any supervisory system is not working, any two-way emergency communication system is not working, or any safety issue arises. Callback services in response to passenger entrapments shall be provided within one-half (1/2) hour during the hours of 8:00 am and 9:30 pm and within one (1) hour at all other times, seven (7) days per week, including weekends and holidays. There is no extra charge for this service. A written list of twenty-four hour emergency numbers for the Contractor and designated personnel shall be made available to all authorized. Upon arrival of the Contractor's personnel on site, a log-in time shall be entered on the log book located in the Security Department and again upon completion for a log-out time. Only those emergencies where MPEA requires service or repair outside the regularly scheduled work day which meet the following criteria shall be deemed payable under this section:

- 1) MPEA's Security Department has taken a report, investigated and documented the incident as an emergency breakdown or vandalism.
- 2) The Work Ticket was approved in writing, in advance, by the Director of Operations or his designated representative.

A separate log of all emergency service/vandalism work authorized under this section shall be maintained by the Contractor and kept in the Security Office.

D. Non-Emergency Callback Service

The Contractor will provide minor adjustments, minor repairs and parts replacement necessary to return any Unit to service at the request of MPEA. These callbacks will be handled by the Contractor during normal business hours. There is no extra charge for this service.

E. Regular Hour Callback Service

The Contractor will provide unlimited Emergency and Non-Emergency Callback Service during regular hours at no additional cost.

F. Limited Overtime Callback Service

The Contractor will provide Emergency Callback Service during overtime hours if requested. The Contractor shall be compensated for the bonus portion only. The Contractor shall be compensated for this service monthly as indicated on the Bid Form.

G. Emergency Callback Service Response

The Contractor will have a mechanic at the elevator/machine room within thirty minutes (30) during regular working hours, within forty-five (45) minutes between the hours of 6:00 p.m. and 10:00 p.m.; within forty-five (45) minutes between the hours of 7:00 a.m. and 10:00 p.m. on Saturdays, Sundays and holidays; and within one (1) hour for all other times after notification to the Contractor. Contractor will have a mechanic on site within thirty (30) minutes if there is an entrapment. The Contractor agrees that a charge of \$250 will be paid by Contractor for any Entrapment with a response time over forty-five (45) minutes. There is no extra charge for this service.

H. Non-Emergency Callback Service Response

The Contractor shall have a mechanic at the elevator/machine room within forty-five minutes (45) during regular working hours, within sixty minutes (60) between the hours of 6:00 p.m. and 10:00 p.m.; within sixty (60) minutes between the hours of 7:00 a.m. and 10:00 p.m. on Saturdays, Sundays and holidays; and within two (2) hours for all other times after notification to the Contractor.

I. Changes in Callback Service

MPEA may alter the type of Callback Service at any Location anytime during the term of this Contract with 30 days advance written notice to the Contractor. If more services are required, the Contractor will be compensated for the change.

J. Overtime Work and Additional Callbacks

The Contractor shall work on overtime as required by MPEA. The Contractor shall also provide emergency minor adjustment service during overtime hours, in addition to the Callback Service provide, as requested by MPEA. The Contractor shall be compensated for the overtime bonus excluding travel time (Premium Portion) at the local rates listed in bid form.

K. Work Outside Scope

The Contractor will perform work not included in this Contract as required by MPEA. Whenever any Work Outside Scope is to be performed by the Contractor, a "not to exceed" estimate of additional compensation (detailing hourly rate and labor hours) and out-of-service time will be submitted to MPEA and written approval of the MPEA shall be provided

to the Contractor prior to start of any Work Outside Scope. Such prior approval shall not be required where Work Outside Scope is necessary in an emergency or to remedy an unsafe condition. An explanation of the Work Outside Scope shall be specified on the invoice for payment. The Contractor will be compensated for the overtime bonus time (excluding travel time) at the local rates listed on the Bid Form. Work Outside Scope charges will not be compensated without written verification of arrival/departure times and a written estimate of costs.

3.6 RECORDS

A. General

The Contractor will make available to the building all logs and diagrams in the machine rooms. The mechanic(s) will record activities completed at the property and will follow the guidelines provided by the building to log into the Elevator App, a third party reporting tool used by the property at a location provided by the property, and input their name(s), what work is to be performed, status of work and log out with work completed documented. If the check charts and/or maintenance logs and/or Elevator App are not completed up to date, MPEA will assume the work has not been completed, which will result in a straight line Contract deduction for hours needed on site compared to monthly costs.

Upon the completion of any work on behalf of MPEA the Contractor shall leave a written service report specifying all work performed. This report is to include work performed, including tests, adjustments, repairs, replacements and other work done; faults, defects noted, future repair or replacements required as well as any corrective work required during the inspection/visit to the building. The report is to detail all items and shall not be generic in nature. Actual work times as well as materials used shall be documented. Times are required on all service reports for all work, regardless if work is included in the Contract or not. The reports shall contain columnar line entries for date, employee position classification, employee name, time of arrival, time of departure, hours worked and the type and extent of the work performed on each unit. Legible entries shall be current and shall be certified by the Director of Operations or his designated representative. Each daily report sheet shall be copied (legible and of good copy quality) by the Contractor and submitted on a weekly basis to the office of the Director of Operations for periodic review. Written notification by the Director of Operations or his designated representative to the Contractor shall be sufficient authorization for the release of a job ticket by the Contractor. Upon the arrival of the Contractor's personnel on site, the job ticket shall be taken to the Security Office for a log-in time and again upon completion for a log-out time. Each log shall legibly contain all of the Contractor's work performed and the employee's names.

Mechanic answering a service call shall report to the MPEA Manager or other designated area as specified upon entering each premise unless his/her regular assignment each working day is at the specified building. However, he/she shall upon completing his/her work report to MPEA, Management or other designated area or person and leave a legible service ticket containing the following information:

- Mechanic Name
- Date
- Building
- Elevator Number Contractor
- Time In
- Cause of the Problem
- Corrective Action taken, parts and materials used
- Travel and Expenses
- Time Out

General Comments
Name of Supervisor and Telephone Number
Elevators Out of Service

Any corrective work required and noted shall be scheduled with MPEA unless it is deemed by MPEA that it requires immediate attention. The Contractor shall be responsible for keeping the exterior of the elevator and escalator equipment and any part of the equipment subject to rust, properly painted and protected at all times. The motor windings shall be checked with a mega-meter annually and shall be treated, as needed, with proper insulating compound which has been approved by the motor manufacturer.

B. Maintenance Logs

The Contractor will maintain a log (check-chart) for each piece of equipment of all completed maintenance tasks, callbacks, entrapments, testing and repairs either by hand and electronically with a third-party reporting tool provided by the building at the front desk/management, office/space provided by building when they enter and leave the building. The log will be signed either by hand or electronically with a third-party reporting tool provided by the building and dated by the mechanic when tasks are completed. Copies from company records will be sent to MPEA quarterly. The monthly preventative maintenance records can be printed on site and put in the machine room for Code compliance requirements and help any other mechanic to see work performed.

C. Callback Logs

The Contractor will maintain a detailed cumulative chronological log of all callbacks (including, but not limited to, mechanic arrival and departure times, duration of out-of-service periods, corrective measures, etc.) in written and electronic format at the front desk/management office. The elevator log will be summarized monthly and provided to MPEA and put into the machine room for aiding other mechanics who may answer a trouble call on a Unit to see prior work performed.

D. Planned Repair Logs

The Contractor will provide to MPEA quarterly a summary of identified upcoming repair projects scheduled for next six months.

E. Electrical Wiring Diagrams

The Contractor will maintain the wiring diagrams provided by MPEA in the machine room. The Contractor will also duplicate any changes made affecting the wiring diagrams on the set in the Office of the Building. The wiring diagrams in the machine room and in the Office of the Building are, and at all times will remain, the sole property of Owner.

F. Material Safety Data Sheet Logs

The Contractor will provide MPEA one copy of the log and will maintain logs (updates within 30 days) of all Material Safety Data Sheets for all material used at the Location.

3.7 AUDIT OF WORK

A. General

MPEA may duly authorize representatives to make reviews, inspections and tests to verify that the requirements of the Contract are being fulfilled.

B. Review

The Contractor will provide personnel to assist with the equipment survey.

C. Documentation

The Contractor will provide copies of any and all logs requested within 30 days of written notification.

D. Interviews

The Contractor will provide personnel to verify the accuracy of the logs.

E. Remedy

The Contractor will correct deficiencies identified within 30 days of notification. Failure to complete this work will be cause for termination for Non-Performance.

3.8 PRICE AND ADJUSTMENTS

A. General

The Contractor will invoice MPEA monthly and adjust the Unit Prices annually beginning January 1, 2022.

B. Invoices

The Contractor will invoice MPEA each month. Invoices will indicate the Total Price, selected options, all credits, any additional work charges, any additional callback charges, any work outside scope charges and the Total Amount Due for the month. MPEA will pay the Contractor on a 30 day billing cycle the Total Amount Due.

C. Unit Prices

The Contractor will indicate the monthly maintenance price for each Unit and the total price in bid form.

D. Rates

The Contractor will indicate the various rates in bid form.

E. Removed from Service Credit

The Contractor will credit MPEA the pro-rated month's billing as indicated in bid form for each Unit that is removed from service by MPEA. The number of mechanic hours required in Labor will be reduced proportionally to the billing credited. The Contractor will include these credits and option adjustments on the monthly Invoice.

F. Out of Service Credit

The Contractor will credit MPEA the entire month's billing as indicated in bid form for each unit that is out of service for 72 total hours within the month, except for major repairs, in which the total maximum out of service hours is increased to 120 hours within the month. The Contractor will include these credits on the monthly Invoice.

G. Notice

The Contractor will provide 30-day advance written notice of all price adjustments relating to the Contract.

H. Limitation

Neither Unit Prices nor Rates will increase by more than 3% in any one-year period.

I. Discounted Billing Rate for Additional Work

In the event MPEA authorizes additional work beyond the scope of the Contract, MPEA will receive a minimum discount of ten percent (10%) from Contractor's standard billing rates, defined in bid form for all regular time and overtime labor charges.

SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

The Proposer's written response including all mandatory submission requirements and proposal to provide **Elevator and Escalator Maintenance Services** is due no later than **Thursday, August 5, 2021 at Noon.**

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" beginning on **Wednesday, July 14, 2021.** The Authority requests that all Proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by email, referencing **RFP #2021-12-M Elevator and Escalator Maintenance Services** to mpeaprocurement@mpea.com to register Proposer's company as a document holder.

If it becomes necessary to revise or amend any part of this RFP, including the due dates, the Authority will publish a revision by written addendum on its website and notify all prospective Proposers who have registered as a document holder and provided the Authority with valid contact information. It will be the responsibility of the Proposer to obtain all such addenda and to acknowledge receipt of any addenda that have been issued. (If none are issued, indicate "NONE" on REQUIRED FORM A, Form of Transmittal Letter.)

Proposers are to contact **ONLY** the MPEA Procurement Department at mpeaprocurement@mpea.com concerning this RFP and should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP.

A **MANDATORY** pre-proposal conference and site visit will be held on **Wednesday, July 21, 2021 at 9:00 AM (CST)** at the McCormick Place Corporate Center, located at 301 East Cermak Road, Chicago, Illinois 60616. A tour of portions of the facility will be conducted immediately following the meeting. **Contractors that do not attend this mandatory pre-submittal meeting and site visit will be ineligible to submit as a Prime Contractor for these services.**

The Authority will accept questions, in writing via e-mail, until **12:00 noon Central Time, on Friday, July 23, 2021.** Questions should be submitted in writing to mpeaprocurement@mpea.com. A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website by **Tuesday, July 27, 2021.**

RFP submittals are due no later than **12:00 Noon Central Time, Thursday, August 5, 2021.** Interested parties must submit an electronic version (PDF and/or Word) of its proposal via email to mpeaprocurement@mpea.com, or via a secure file sharing platform

such as Dropbox or similar, before the deadline. The email must reference the RFP #2021-12-M.

At this time MPEA is suspending receipt of hardcopies.

All Proposals must be submitted with a table of contents identifying page numbers with section dividers for each item under the Proposal Submission requirements.

Based on the responses submitted, the Authority may select a short list of Proposers for further consideration and may elect to conduct interviews with short-listed Proposers.

A timeline showing the key dates for the RFP process is provided as Exhibit 2.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Proposals received after **12:00 Noon Central Time, Thursday, August 5, 2021** may be deemed non-responsive and ineligible for consideration.

By submitting a Proposal, Proposer agrees to accept and abide by the terms of this RFP. The Authority reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any responsive submittals which it may deem to be in the best interest of the Authority. Only submittals from responsible Proposers complying with the provisions of this RFP will be considered.

Submittals will be considered incomplete if they do not bear the signature of an agent of the Proposer who is in a position to contractually bind the Proposer. The submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final.

RFP SUBMISSION REQUIREMENTS

Interested Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements/scope of services, and the completeness and clarity of content. The Proposer is expected to expand on the scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

Proposal Submission

The following provides an outline of the information to be included in the proposal submission to demonstrate, verify and confirm the Proposer's competence and ability to provide services similar in size and scope to the Services under the Agreement. This outline is not all-inclusive and Proposers can add information as deemed appropriate.

Experience and Qualifications

- A brief description of at least three (3) relevant agreements for which your firm currently provides Elevator and Escalator Maintenance Services similar in scope to MPEA's requirements, as outlined herein. Provide the following information for each facility, for reference purposes: the Owner Name, Address, Phone, E-Mail and contact number; a detailed description of services performed.

Operational Plan

- Provide an Operational Plan that describes the Proposers understanding of the Scope of Services, the Proposers approach and detailed action plan to accomplish the requirements defined in the Scope of Services as outlined in Section 3. The Operational Plan must, minimally, include the following:
 - A Staffing Plan which demonstrates how the Contractor will manage their labor resources to ensure that sufficient, qualified, reliable labor is made available to efficiently meet the slow/busy cycle presented by a variable event schedule. The Staffing Plan must also detail the estimated labor hours, tasks workers would perform and the category of workers assigned to each facility. The plan should be broken down by shift, which clearly identifies recommended staffing levels for an entire operation year. MPEA reserves the right to revise this as it sees fit.
 - Provide a copy of the firm's safety manual and/or plan, including format schedule and a list of topics provided to personnel.
 - List of all equipment to be utilized in order to perform the Work.
 - An overview of performance management practices that will be employed as part of the Proposal.
 - Additional information which will assist the review panel in evaluating your ability to meet the minimum performance requirements and operational specifications outlined in Section 3, Detailed Specifications.

Executive Summary and Organizational Chart

Provide a summary of the Proposer's on-site organizational and management structure. An organizational hierarchy chart including names and titles. For each individual listed please provide copies of resumes, qualifications, licenses and certifications. Identify the individual who will be responsible for managing the Services. At least five (5) years' experience in providing elevator and escalator maintenance service is required.

Description of Subcontractors

Identify any portion of the Scope of Services that will be subcontracted. Include firm qualifications and key personnel, telephone number, e-mail and contact person for all subcontractors. Provide a list of three (3) relevant projects for which each subcontractor has performed Elevator & Escalator Maintenance Services relevant to this contract including: a) project name and location, b) a brief description of the work performed by the sub-contracting firm, and c) contact information for the project client including name, phone number and e-mail address.

Sustainability

An overview of green and environmental practices that your firm currently utilizes and those which will be implemented as part of the proposed Work at McCormick Place.

Certifications and Licenses

Proposer must provide any/all of the firm's licenses that are required by the State of Illinois and City of Chicago to perform this type of Work.

Financial Information

Financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Proposer has the financial viability and ability to perform the services. The Proposer must also provide written disclosure advising of any pending litigation against the Proposer that may have a material effect upon the Proposer's ability to provide the services.

Required Forms

In addition to the information required above, Proposals must contain the following completed forms:

- **Required Form A Form of Transmittal Letter**
- **Required Form B Statement of Business Organization**
- **Required Form C Statement of Qualifications and IRS Form W9**
- **Required Form D Proposer Certifications**
- **Required Form E Disclosure of Lobbyists**
- **Required Form F Proposed Fee and Rate Schedule**

Proposers shall provide a monthly fee for full completion of all Elevator and Escalator Maintenance Services, as outlined in Section 3 of this RFP, on Required Form F - Proposed Pricing. The Monthly Fee must be inclusive of all labor, materials, equipment, supervision and any other costs and services necessary to perform the Services.

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

- An **Hourly Rate Sheet** for all required personnel should additional services be necessary.

- **Required Form G Notification of Exceptions**
- **Required Form H Insurance Requirements**
- **Required Form I Special Conditions Regarding Minority and Women Business Enterprises**

MPEA has adopted and maintains a minority and women owned business enterprise procurement program for any and all work performed. MPEA's goals for MBE and WBE participation in the performance of Contracts are 25% and 5% respectively. Proposers will be required to submit a MBE/WBE utilization plan and to commit to making a good faith effort to achieve these goals with subconsultants, subcontractors and suppliers.

SECTION V. – RFP EVALUATION

EVALUATION PROCESS

The Authority intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The Authority will first review the proposals to assess Proposer's responsiveness and compliance with the administrative requirements of the RFP. The Authority will also determine whether the Proposer is one with whom the Authority can or should do business.

The Authority will then use an Evaluation Committee to review and evaluate the Proposals. All proposals will be evaluated using the same criteria, outlined herein. Throughout the evaluation and selection period, Proposer may be required to furnish additional information, make presentations and attend meetings as requested by the Authority. The Authority will accept the Proposal it deems most likely to meet the goals of the services outlined in this RFP.

EVALUATION CRITERIA

In evaluating the Proposals, the Authority will consider the quality and strength of the following:

- a. **Experience and Qualifications:** Experience, qualifications, performance on similar past service agreements. Whether the Proposer has demonstrated previous experience of similar scope as described in the RFP.
- b. **Detailed Operational Plan:** Whether the Proposer has provided a detailed Operational Plan, inclusive of all required information as outlined in Section 3, that describes the necessary steps needed to complete the Work.
- c. **Management and Key Personnel:** Experience and qualifications of the Proposer's On-Site Representative and the experience and performance record of individuals who will be performing the Services on a daily basis.
- d. **Subcontractor Experience and Qualifications:** Proposed Subcontractors experience, qualifications and performance on similar past service agreements.
- e. **Financial Capability:** Whether the Proposer has provided sufficient evidence of their company's financial abilities to perform the work.
- f. **Proposed Pricing and Fee Structure:** The reasonableness of the proposed pricing to perform the Services.
- g. **Special Conditions Regarding Minority & Women Business Owned Businesses:** The strength of the Proposer's MBE/WBE utilization plan and their compliance with the RFP requirements.

EVALUATION AND AWARD PROCESS

The evaluation and award process is as follows:

1. Review of the Proposals to assess compliance with mandatory administrative requirements
2. Detailed evaluation by the Committee of Proposer's qualifications
3. Review of Proposed Fees
4. Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee)
5. Evaluation Committee award recommendation to the MPEA's CEO and Board
6. Award decision by the Board
7. Final agreement(s) executed

SECTION VI. – CONDITIONS, DISCLAIMERS, AND DISCLOSURES

This RFP does not represent a commitment or offer by the Authority to enter into an agreement with a Proposer or to pay any costs incurred in the preparation of a response to this RFP. The Authority reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP, and also reserves the right to seek new submittals when such a request is in the best interest of the Authority. The Proposer assumes the responsibility for all costs incurred in responding to this RFP. It is understood and agreed that the Authority assumes no liability for the Proposer's costs incurred in responding to this RFP.

Signing Forms

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

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

Resolution by the Board of Directors, which permits the person to sign the offer on behalf of the corporation. The name of each person signing the Proposal shall be typed or printed below his/her signature.

In every case, the Proposal and Form of Transmittal Letter shall show the present business address of the Proposer at which address communications shall be received and service of notices accepted.

Ownership of Proposals

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

Improper Practices

The Proposer shall be in compliance with the Illinois State Officials and Employees Ethics Act (5 ILCS 430/) and remain in compliance for the duration of the Agreement. Non-compliance constitutes grounds for immediate unilateral termination of the Agreement.

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Authority, the Authority's appointed evaluation committee, SMG (current McCormick Place® Manager), the City of Chicago, Choose Chicago, State of Illinois, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the RFP response selection process.

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

Interpretation

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

Multiple Awards

It is the intent of the Authority to award to one Proposer as a result of this RFP. However, the Authority reserves the right to award a contract to one or more Proposers as it deems to be in its best interest.

No Criminal/Civil Liability

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

Vendor Ethics

The Authority is prohibited by law from contracting with certain persons and entities. Accordingly, ownership interests must be disclosed in Required Form B, STATEMENT OF BUSINESS ORGANIZATION. Proposers must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended.

Proposers who have done business or are seeking to do business with MPEA should review the prohibitions on political contributions to candidates and elected officials, set forth in the City of Chicago Municipal Code on Governmental Ethics, Section 2-156-455.

Insurance Requirements

At all times during the term of the Agreement and during the time period following final completion if the Proposer is required to return and perform any additional work, Proposer is required to maintain the minimum insurance coverage and requirements specified in this RFP, insuring all operations related to the Agreement. The Authority reserves the right to modify insurance requirements based on the nature of the services rendered or the projects required under the Agreement.

Freedom of Information Act

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

Confidentiality

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

Taxes

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

Rejection of Proposals

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

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

Protests

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

Metropolitan Pier and Exposition Authority
Attn: Director of Procurement
301 E. Cermak Rd., Chicago, IL 60616
mpeaprocurment@mpea.com

All protests or challenges concerning the process, ambiguities, or defects of the RFP must be submitted within seven (7) calendar days after publication of the RFP. All protests or challenges concerning the selection of the Successful Proposer must be asserted within seven (7) calendar days after the notification of award of the Successful Proposer. Protests shall contain a statement of reason(s) for the protest identifying any alleged violation and any specific relief sought. Failure to file any action, protest or challenges within the time frames set forth above shall constitute a full and absolute waiver to take action against, protest or challenge the RFP process or selection of the Successful Proposer.

SECTION VI. – REQUIRED FORMS

Proposals must contain the completed items listed below that are provided in the following pages of this Section VI:

- A. FORM OF TRANSMITTAL LETTER
- B. STATEMENT OF BUSINESS ORGANIZATION and IRS FORM W-9
- C. STATEMENT OF QUALIFICATIONS
- D. PROPOSER CERTIFICATIONS
- E. DISCLOSURE OF LOBBYISTS
- F. HOURLY RATE SCHEDULE
- G. NOTIFICATION OF EXCEPTIONS
- H. INSURANCE REQUIREMENTS
- I. SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN BUSINESS ENTERPRISES

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

Metropolitan Pier and Exposition Authority
301 East Cermak Road
Chicago, Illinois 60616
Attention: Director of Procurement

Re: **ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**
RFP #2021-12-M

On behalf of (Full legal name of Proposer), I submit with this letter its response to the Metropolitan Pier and Exposition Authority's Request for Proposals ("RFP") for **ELEVATOR & ESCALATOR MAINTENANCE SERVICES**. In this connection, I state the following:

1. I have full authority to bind Proposer with respect to this response to the Request for Proposals and any oral or written presentations and representations made to the Authority.
2. *(Full legal name of Proposer)* has read and understands the Request for Proposals and is fully capable and qualified to provide the goods and or services as described within this Request for Proposals.
3. I have read and understand the Request for Proposals, including addenda numbers _____. (If none were issued, indicate "NONE".)
4. *(Full legal name of Proposer)* understands that the Metropolitan Pier and Exposition Authority will rely on Proposer's response to the Request for Proposals and Proposer agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. If requested by the Authority, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist the Authority in evaluating its Proposal.
6. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for **ELEVATOR & ESCALATOR MAINTENANCE SERVICES** with the Authority to supply all of the required items and/or services.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.
8. Proposer understands that the Authority will rely upon the material representations set forth in the Request for Proposals and that Proposer has a continued obligation to update any information which changes or which Proposer learns to be incorrect.

I declare that all Required Forms A - I as issued by the MPEA have not been altered other than to provide information requested, and that completed Forms A-I have been examined by me and to the best of my knowledge and belief are true, correct and complete.

Signed: _____

Typed/lettered name of signatory

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

PROJECT NUMBER: 2021-12-M

PROPOSER: _____

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 B – 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 _____

(b) Date of Incorporation _____

(c) State of incorporation _____

(d) If incorporated in another State, are you authorized to do business in the State of Illinois?

YES NO

(e) Name and address of registered agent _____

(f) Fax Number _____

(g) Telephone _____ Email address _____

(h) FEIN _____

(i) List the names of all officers and directors:

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

- (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 |
|------|----------------------|
| | |
| | |
| | |
| | |
| | |

4. Identify below the person with authorized signature to bind Proposer's agreement, if selected:

Signatory's Name _____

Title _____

Address _____

Email Address: _____

Phone Number: _____

The person identified here will be sent the contract for electronic signature/execution via DocuSign or similar system.

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: **ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

PROJECT NUMBER: **2021-12-M**

PROPOSER: _____

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

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

Number of consecutive years at this location: _____

Date when business was organized _____

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

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

4. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

(Questions 5 through 7 relate only to Proposer's contracts for the type of services requested in this RFP)

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

If yes to either question, provide details. _____

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

(Questions 6 through 8 relate only to Proposer's contracts for the type of services requested in this RFP)

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

If yes to either question, provide details. _____

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

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

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

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

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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

12. Proposer has attached copies of its annual financial statement, including balance sheet, profit and loss statement, statement of cash flows, and notes to the Financial Statements for the last three (3) years. Yes No

13. Proposer has attached a completed IRS W-9 Yes No

14. Identify how Proposer was made aware of this RFP: Newspaper Ad _____ Website _____ Email Notification
Other _____

15. Identify below the Proposer's designated point of contact for purposes of responding to any questions the Authority may have:

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT: **ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

PROJECT NUMBER: **2021-12-M**

PROPOSER: _____

CHECK BOX(ES) TO CERTIFY:

Proposer certifies that it is fully authorized to enter into an Agreement with the Authority, has no known conflicts of interest as described in the MPEA Act (70 ILCS 210/25.3), or otherwise, and further specifically certifies that:

- Neither Proposer nor its agents, officers or employees, has entered into any agreement or arrangement with any individual or entity to refrain from bidding, or to do any act or omit to do any act, the result of which would restrain free competition among Proposers.
- Pursuant to 70 ILCS 210/25.3, neither Proposer nor its agents, officers or employees, has made any offer to, nor been solicited by, any member of the Board, officer or employee of the Authority, either directly or indirectly, regarding any money or other thing of value as a gift or bribe or means of influencing his or her vote or action in his or her official character.
- Proposer, its affiliated entities and affiliated persons of Proposer's organization have not made any contributions to any political committees established to promote the candidacy of any declared candidate for the office of Mayor of Chicago or Governor of Illinois in violation of the restrictions in 70 ILCS 210/25.5(a).
- Neither Proposer, nor its agents, officers or employees, is barred from contracting with any unit of state or local government as a result of being convicted of bid-rigging as defined in Section 33E-3 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3), or of bid-rotating as defined in Section 33E-4 (720 ILCS 5/33E-4), or of any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.
- Proposer will, pursuant to 720 ILCS 5/33E-6, report to the Illinois Attorney General and Cook County State's Attorney any prohibited communication that would constitute interference with contract submission and award by a public official.
- Pursuant to 775 ILCS 5/2 105, Proposer complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies.
- Proposer will, pursuant to the Drug Free Workplace Act (30 ILCS 580), provide a drug free workplace. Proposer certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of \$5,000 or more with individuals, and to entities with twenty-five (25) or more employees.
- Proposer and its employees and subcontractors shall comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and the rules applicable to each as well as the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

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

- [] Proposer is not in arrears to the State of Illinois for any debts whatsoever (including but not limited to back taxes). Further, the undersigned certifies that the Proposer has not defaulted on any other project with the State of Illinois, US Federal Government, or any governmental entity of Cook County or the City of Chicago.

- [] Proposer is in compliance with the Illinois Lobbyist Registration Act (25 ILCS 170/8) and acknowledges specifically, that contingent fees are prohibited. No person shall retain or employ another to lobby with respect to any legislative, executive, or administrative action for compensation contingent in whole or in part upon the outcome of the action and no person shall accept any such employment or render any such service for compensation contingent upon the outcome of the legislative, executive, or administrative action.

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT: ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

PROJECT NUMBER: 2021-12-M

PROPOSER: _____

The Board of the Metropolitan Pier and Exposition Authority ("MPEA") has determined that all bids, proposals and contracts requiring Board approval must be accompanied by a statement disclosing information about Lobbyists, as that term is defined in Section A below. Lobbyists retained in connection with the award of the contract are agents of the Proposer and are therefore subject to the same rules as the Proposer, including but not limited to the prohibition of conflicts of interest and the prohibition of direct contact with any official, employee or agent of the MPEA regarding outstanding procurement projects, except as provided herein. During an active procurement no MPEA employees, officials, MPEA Board members, or MPEA Agents may be contacted regarding the procurement. Questions for clarification regarding an outstanding procurement may be submitted in writing to the Director of Procurement. Questions regarding the Proposer's Minority and Women's Business Enterprise participation may be submitted in writing to the MPEA's Business and Workforce Diversity Department.

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. "Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) of whose duty, or any part of whose duty, as an employee of another includes undertaking to influence any legislative or administrative action. Subconsultants or sub-contractors hired by the Proposer who do not fit this definition are not considered Lobbyists.
2. In particular, the Proposer must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid.
3. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the MPEA whether disclosure is required or make the disclosure. The Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll or sub-contractors that will be assisting in performance of the work without providing services related to this RFP.
4. MPEA prohibits the participation of Lobbyists when the payment to the Lobbyist is contingent on the award to the party of a contract, namely through contingency fee agreements.

B. CERTIFICATION

Each and every Lobbyist or other person retained or anticipated to be retained directly by the Proposer is listed below (begin list here, add sheets as necessary). Indicate by check below if any such person is retained for or in connection with Auditing for the award of the contract that is the subject of this RFP.

| Name | Business Address | Fees (indicated whether paid or estimated) | Check if retained directly for award of this contract |
|------|------------------|--|---|
| | | | [] |
| | | | [] |
| | | | [] |
| | | | [] |

Check here if no such person has been retained directly by the Proposer or is anticipated to be retained directly by the Proposer.

REQUIRED FORM F – PRICE PROPOSAL

NAME OF PROJECT: ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

PROJECT NUMBER: 2021-12-M

PROPOSER: _____

Proposers shall provide a **MONTHLY FEE** for full completion of all Elevator and Escalator Services as described in Section 3 – Scope of Services. The **MONTHLY FEE** shall be adjusted separately for each location, for occupancy and quantity discounts and as may be otherwise expressly set forth in this RFP.

The Monthly Fee *must* be inclusive of all labor, equipment, materials, supervision and any other costs and services necessary to perform all Elevator and Escalator Maintenance and related services as detailed in the Specifications.

MCCORMICK PLACE COMPLEX MONTHLY FEE PROPOSAL
(INCLUDED AS SEPARATE EXCEL DOCUMENT)

REMAINDER OF PAGE IS BLANK

Should MPEA request Contractor to perform overtime maintenance or repair work or emergency callback service for which this contract does not specify, MPEA will compensate Contractor for overtime hours only at our current established selling prices or labor.

The following current established selling prices for labor for overtime bonus hours shall prevail from initial date of contract and shall be adjusted in accordance with the Bid Form provided that Contractor does not propose more favorable rates to any other premises managed by MPEA during the term of this Agreement. In the event that more favorable rates are proposed to any other premises during the term of this Agreement, the more favorable rates shall apply to the Premises covered by this Agreement. Any optional discount programs and percentages selected by MPEA shall be applied, by the same percentages, to the hourly rate scale defined below.

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

HOURLY BILLING RATES FOR ADDITIONAL SERVICES

| | CONTRACTOR'S HOURLY BASE COST (INCLUDING FRINGE BENEFITS) | OVERHEAD PROFIT & PERCENTAGE | STRAIGHT TIME RATE HOURLY SELLING PRICE | OVER TIME BONUS PORTION HOURLY SELLING PRICE | DOUBLE TIME DOUBLE BONUS PORTION HOURLY SELLING PRICE | OVER TIME HOURLY SELLING PRICE | DOUBLE TIME HOURLY SELLING PRICE |
|---------------------------|--|------------------------------------|--|---|--|---|---|
| MAINTENANCE MECHANIC | | | | | | | |
| REPAIR MECHANIC | | | | | | | |
| MODERNIZATION | | | | | | | |
| HELPER | | | | | | | |
| REPAIR TEAM | | | | | | | |
| MODERNIZATION TEAM | | | | | | | |
| ENGINEER | | | | | | | |
| ADJUSTER | | | | | | | |
| TECH. TROUBLE- SHOOTER | | | | | | | |
| FOREMAN | | | | | | | |
| SUPERVISOR | | | | | | | |
| MANAGER | | | | | | | |
| OTHER: _____ | | | | | | | |

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

PROJECT NUMBER: 2021-12-M

PROPOSER: _____

The Proposer understands and agrees that Exhibit 2 Form of Agreement will govern the relationship with the MPEA and the Successful Proposer.

PLEASE CHECK ONLY ONE:

-] PROPOSER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2021-12-M. PROPOSER ACCEPTS THE TERMS AND REQUIREMENTS OF THIS RFP AND THE FORM OF AGREEMENT AND AGREES TO SIGN THE AGREEMENT IN SUBSTANTIALLY THE FORM OF EXHIBIT 2 IF IT RECEIVES THE CONTRACT AWARD. ADDITIONALLY, PROPOSER UNDERSTANDS THAT CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.
-] PROPOSER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2021-12-M. PROPOSER HAS ATTACHED A DETAILED MARK-UP OF ALL EXCEPTIONS AND/OR ADDITIONS, A DETAILED EXPLANATION OF SAID EXCEPTIONS WITH ALTERNATIVE LANGUAGE AND PLACEMENT IN THE EXCEPTED AGREEMENT TERMS TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS. ADDITIONALLY, PROPOSER UNDERSTANDS THAT ADDITIONAL CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.

REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

PROJECT NUMBER: 2021-12-M

PROPOSER: _____

[] **PROPOSER ACKNOWLEDGES THAT IT HAS PROVIDED EVIDENCE OF THE ABILITY TO PROVIDE INSURANCE COVERAGE (i.e., CERTIFICATE OF INSURANCE), AS SPECIFIED BELOW. PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT THE SPECIFICATIONS SET FORTH BELOW SHALL BE INCORPORATED INTO THE AGREEMENT FOR THE SERVICES.**

1. The Proposer must procure and maintain, at its own expense, until final completion of the Services covered by the Agreement 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 by the Authority. The Proposer must provide the Authority with certificates evidencing such coverage prior to receiving the Agreement:

a. **Commercial General Liability**

| <u>Coverage</u> | <u>Limit</u> |
|---|---------------------|
| General Aggregate | \$2,000,000.00 |
| Products Liability/Completed Ops. Aggregate | \$2,000,000.00 |
| Each Occurrence | \$2,000,000.00 |
| Personal & Advertising Injury | \$2,000,000.00 |
| Independent contractors | \$2,000,000.00 |
| Contractual Liability | \$2,000,000.00 |

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 |
| Disease – each employee | \$1,000,000.00 |
| Disease – Policy Limit | \$1,000,000.00 |

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against the Authority.

c. **Automobile Liability (If Applicable)**

| <u>Coverage</u> | <u>Limit</u> |
|---|---------------------|
| Bodily Injury and Property Damage Combined Single Limit ea.acc. | \$1,000,000.00 |
| Uninsured Motorist | \$1,000,000.00 |
| Underinsured Motorist (when not included in Uninsured Motorist) | \$1,000,000.00 |

This Policy must provide coverage for all owned, non-owned, and hired automobiles.

d. **Umbrella Coverage**

| | |
|------------------------------|-----------------|
| Per occurrence and Aggregate | \$10,000,000.00 |
|------------------------------|-----------------|

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

e. Contractor's **Professional Liability/Errors & Omissions**

| | |
|---|----------------|
| Per claim and Aggregate | \$5,000,000.00 |
| Cyber Liability Per occurrence and Aggregate | \$1,000,000.00 |

2. All insurance companies providing coverage must be rated A-VII or better by the A. M. Best Company.
3. Proposer's assumption of liability is independent from, and not limited in any manner by, the Proposer's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by Proposer to the Authority as a result of the liability provisions of the Agreement shall be paid on demand.
4. Proposer insurance shall be primary and non-contributory with any insurance or self-insurance programs maintained by the Authority.
5. All coverage, with the exception of professional liability policy, must contain a Waiver of Subrogation in favor of the MPEA and be written on an occurrence basis.
6. All policies, including professional liability policies but with the exception of the workers' compensation and employer's liability, shall be primary and non-contributory with any other insurance or self-insurance maintained by the Authority.
7. The Metropolitan Pier and Exposition Authority, its facilities, agents, officers, board members and employees are named as an additional insured by endorsement on the commercial general liability, auto liability and umbrella liability policies.
8. Subcontractors performing services for the Proposer shall maintain coverage and limits equal to or greater than these requirements unless the Proposer and the Authority mutually agree to modify these requirements for subcontractors based on subcontractor's scope of work. Proposer agrees that it will contractually obligate its subcontractors to promptly advise Proposer of any changes or lapses of the requisite insurance coverage and Proposer agrees to notify the Authority of any such notices. Proposer agrees that it will contractually obligate its subcontractors to name The Metropolitan Pier and Exposition Authority, its facilities, agents, officers, board members and employees as an additional insured by endorsement on the commercial general liability, auto liability and umbrella liability policies, indemnify and hold harmless the Authority to the same extent that Proposer is required to do so as provided in this Agreement. Proposer assumes all responsibility for monitoring subcontractor's contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services. As an alternative, Proposer may include its subcontractors as additional insured on its own coverage. In the event that the subcontractors are included as additional insured, Proposer agrees to provide Workers' Compensation for subcontractors and their employees.

If at time of proposal submission, Proposer is requesting that the Authority waive the limit requirement for subcontractor(s) performing services, Proposer must identify the name of the subcontractor, the nature of the services provided by the subcontractor, the type of coverage to be waived, and the proposed limit.
9. Upon receipt of notice from its insurer, the Proposer will provide the Authority at least thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' written notice due to non-payment of premium).

REQUIRED FORM I – SPECIAL CONDITIONS MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

* Remainder of page is blank *

EXHIBIT 1 – EQUIPMENT LISTING (posted as separate Excel document)

* Remainder of page is blank *

EXHIBIT 2 – TIMELINE

The anticipated timeline for the RFP process is set forth below. These are target dates and are subject to change.

| | |
|--|---|
| Request for Proposals (RFP) issued | Wednesday, July 14, 2021 |
| Mandatory Site Visit | Wednesday, July 21, 2021 McCormick Place – Corporate Center 301 East Cermak Road Chicago, Illinois 60616 Please visit link below to register: Elevator & Escalator Maintenance Services RFP #2020-12-M – Mandatory pre-proposal meeting – MPEA |
| Questions Due | Friday, July 23, 2021 |
| Answers to questions issued | Monday, July 26, 2021 |
| Proposal Due Date | Thursday, August 5, 2021 |
| Interviews | TBD |
| Board Approval and notification of selection | August 2021 |

EXHIBIT 3 – FORM OF AGREEMENT (to be posted later via Addendum as separate Word document)

[Respondent must redline Word file if there any exceptions per Form G]

* Remainder of page is blank *