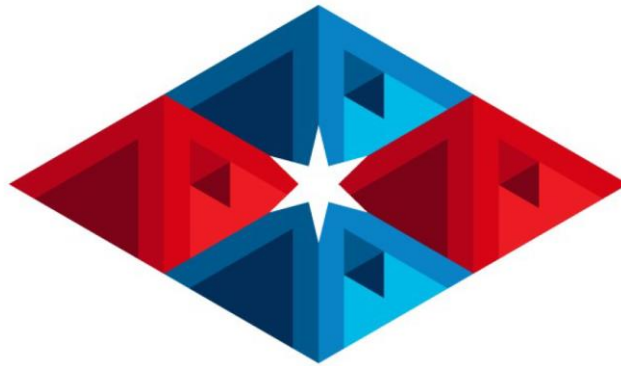


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Metropolitan Pier and Exposition Authority  
ROOFING REPAIR & EMERGENCY SERVICES

Invitation for Bids (“IFB”)  
#2021-13-M

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**NOTE:**

*Bidders agree that it is their responsibility to obtain any addenda that may be subsequently issued. Failure to do so may result in rejection of the Bid. Bidders must acknowledge addenda issued in its Bid; if none are issued, indicate N/A in the submittal.*

*The Authority will not be liable for Bidder's failure to obtain or download any addenda issued for a Bid.*

*The MPEA requests that all Bidders that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by email at [mpeaprocurement@mpea.com](mailto:mpeaprocurement@mpea.com) to register Bidder's company as a document holder, referencing the above IFB number and description.*

*The forms and affidavits included in an INVITATION FOR BIDS must not be altered or retyped in any manner. Some forms are provided as Word documents for your convenience, altering the text as issued by the MPEA may render a Bid non-responsive.*

**IMPORTANT DATES**

DOCUMENT ISSUED: Tuesday, August 17, 2021  
QUESTIONS DUE: Wednesday, August 25, 2021 by Noon to:  
[mpeaprocurement@mpea.com](mailto:mpeaprocurement@mpea.com)

BIDS DUE: Friday, September 10, 2021 by Noon (12:00 pm CST)

NO HARD COPY BIDS WILL BE ACCEPTED/REQUIRED AT THIS TIME  
ALL BIDS MUST BE SUBMITTED ELECTRONICALLY TO:  
[mpeaprocurement@mpea.com](mailto:mpeaprocurement@mpea.com)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
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**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
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**I. GENERAL INFORMATION**

**1.1 General Information**

The Metropolitan Pier and Exposition Authority (“Authority”) is a political subdivision, unit of local government, body politic and 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 “Act”). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois. The Authority owns and maintains McCormick Place®, an exhibition and convention center located at 23<sup>rd</sup> Street and Martin Luther King Drive in the City of Chicago.

**II. DEFINITIONS**

**2.2 Definitions**

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

**“Authority”** means the Metropolitan Pier and Exposition Authority

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

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

**“Contract”** means the contract that is entered into between the Authority and the Successful Bidder pursuant to the Bid Document(s)

**“Contractor”** refers to the firm(s), sole proprietor, corporation(s), partnership(s), and joint venture(s) that submit Bids, and to the Successful Bidder that enters into the Contract with the MPEA.

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

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

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

**“Responsive”** Responsiveness is determined by the Authority and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions.

**“Responsible”** Responsibility is determined by the Authority and relates primarily to the ability of a Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. A Proposer, otherwise able to perform, who has been convicted of felony, or violation of the public procurement requirements of any Federal or State governmental entity, may be found not responsible. Other considerations bearing on a determination of responsibility can

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include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Bidder's responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

**"Services"** shall mean the goods and/or services for which the Authority engages the Selected Contractor as set forth herein and, in the Contract, including all tasks reasonably necessary to complete them.

**"Successful Bidder"** means the individual, partnership, corporation, or joint venture that the Authority selects for award of a Contract.

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

**"WBE"** means Women Owned Business Enterprise

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**III. INSTRUCTION TO AND REQUIREMENTS OF BIDDERS**

**3.1 DESCRIPTION OF REQUIREMENTS**

The Metropolitan Pier and Exposition Authority ("Authority") is seeking bids from qualified companies to provide the goods and/or services described herein to the Authority.

**3.2 OBTAINING BID DOCUMENTS**

The Bid Documents are available on-line at:

<http://www.mpea.com/doing-business/>

Click on the "+" by "Current Bids/Proposal Opportunities"

**Bidders acknowledge and agree that it is their responsibility to obtain any addenda that may be subsequently issued. Failure to conform to the requirements of any addenda may result in rejection of the Bid. The Authority will not be liable for Bidder's failure to obtain or download any addenda issued for a Bid.**

**3.3 NO BID DEPOSIT**

The MPEA does not require a bid deposit, however if a bidder fails to honor the terms and conditions that attach to submitting a bid, including but not limited to holding its bid for a period of 90 days from bid opening, the MPEA reserves the right to declare Bidder non-responsible and Bidder will not be eligible to bid on or be awarded contracts with the MPEA for a period of up to one year.

**3.4 SUBMITTAL OF BID**

- A. At this time MPEA is requesting that an electronic copy (converted or scanned to PDF) of the bid be submitted to [mpeaprourement@mpea.com](mailto:mpeaprourement@mpea.com) or via a secure file sharing platform if the file is too large to email.

**All Bids must be received no later than Friday, September 10, 2021 by Noon. Bids received after this time may be deemed non-responsive and ineligible for consideration for a Contract for IFB # 2021-13-M.** No Bid may modify or substitute the items to be furnished or the work to be done. Bids that do not conform to the specifications of this request for bids may be deemed non-responsive.

**BIDS MUST BE RETURNED AS FOLLOWS. FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS MAY RENDER BIDS NONRESPONSIVE.**

**The Bid Package must include the following:**

1. Bid Form
2. Statement of Bidder's Business Organization
3. Statement of Bidder's Qualifications and W-9. The Bidder shall submit copies of all certifications, licenses and financials, which are required as part of the Bid qualification process, in addition to any additional requirements and documentation attesting to Bidder's abilities as required by the Statement of

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Bidder's Business Organization including but limited to all statements detailing experience in the required fields of work.

4. Bidder/Proposer Certifications.
5. Form of Transmittal Letter
6. Disclosure of Lobbyist
7. Notification of Exceptions
8. Proof of Insurance

**B.** Not Used

**C.** The Bidder 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 Contract. Non-compliance constitutes grounds for immediate unilateral termination of the Contract.

The Bidder shall not offer any gratuities, favors, or anything of monetary value to any Board Member, official, or employee of the Authority for the purpose of influencing consideration of the Bid. The Bidder shall not collude in any manner or engage in any practice with any other party. Violation of this instruction will cause the Bidder's response to this Bid to be rejected by the Authority. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures or subcontracts.

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.

Bidders 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.

**D.** Bids must be signed as follows:

- (1) If the Bidder is a corporation or limited liability company, the Bid must 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 Bid must show the state in which the corporation is chartered. If the business organization is not chartered in the State of Illinois, the Bid must show whether or not it is licensed to transact business in the State of Illinois.
- (2) If the Bidder is a firm or partnership, the Bid must be signed in the name or style under which the organization is doing business, by the partner, proper officer, or officers whose official capacity shall be designated.

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The name and address of each member of the organization must be shown on the Bid.

- (3) If the Bidder is an individual, he/she must sign the Bid 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, his/her Power of Attorney or other authorization shall be stated, and shall be proved if requested.
  - (4) If the Bidder is a joint venture, the Bid must be signed by each of the persons or firms which is a party to the Joint Venture Agreement. A certified copy of the Joint Venture Agreement must be attached to the Bid Form sheet. A joint venture will not be accepted unless the Joint Venture Agreement or some other signed and legally binding instrument is certified and attached to the Bid Form sheet containing provisions for one of the parties to the joint venture to be in full direction of the project 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.
  - (5) In every case, the Bid must show the present business address of the Bidder at which communications shall be received and service of notices accepted.
- E.** WHERE BID IS SIGNED BY AN AGENT OF THE BIDDER, EVIDENCE OF THE AGENT'S AUTHORITY TO SIGN MUST ACCOMPANY THE BID. If Bidder is a corporation, such evidence shall be a certified copy of that section of corporate by-laws or other authorization such as a Resolution by the Board of Directors, which permits the person to sign the offer for the corporation. The name of each person signing the Bid shall be typed or printed below its signature.
- F.** ANY NON-CONFORMING BID OR BID TIME STAMPED AFTER THE DUE DATE AND TIME SHALL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION.
- G.** Written and facsimile modifications of Bids shall be considered only if received prior to the time stated for receipt of Bids. "MODIFICATIONS TO SEALED BID" shall be marked on the lower left-hand corner of the envelope in which the written modification is enclosed to prevent its being opened prior to the scheduled opening of the Bids. NO TELEPHONIC OR ORAL MODIFICATIONS SHALL BE ACCEPTED OR CONSIDERED.
- H.** Any Bidder may withdraw its Bid by letter, email, or in person with proper identification at any time prior to the opening of the Bids. NO TELEPHONIC REQUEST TO WITHDRAW A BID SHALL BE ACCEPTED OR CONSIDERED.

The below checklist is for the use of the Bidder. Please ensure that below listed documents are included with the submitted Bid. Bids that do not contain all necessary documents will be deemed non-responsive and ineligible for consideration.

**3.6 CONTRACT TERM**



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The Contract begins on the Effective Date and shall remain in effect for a base term of term of three (3) years. The Authority shall have the option to renew the Contract under the same terms and conditions as the original Contract. However, the Contract may not renew automatically, nor may the Contract renew solely at the Contractor's option.

The Authority reserves the right to renew for a total of two (2) years in one of the following manners:

- a) One renewal covering the entire renewal allowance, or
- b) Individual one-year renewals up to and including the entire renewal allowance.

### **3.7 ADDENDA AND INTERPRETATIONS**

- A. No oral interpretation of the meaning of the Bid Documents will be made to any Bidder.
- B. If a material change is to be made to the Bid Documents, it will be issued in the form of a written Addendum which will be e-mailed to all those prospective Bidders who registered as document holders and will also be available for download on the MPEA website at [www.mpea.com](http://www.mpea.com). If e-mailed, interpretations will be transmitted to the Bidder at the submitted email addresses furnished for such purposes not later than ten (10) days prior to the date fixed for opening of Bids.
- C. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Bidders are responsible for obtaining each Addendum and must acknowledge receipt of each Addendum that has been issued. The Bid Form contains spaces for the Bidders to inscribe the number of each Addendum that may be issued. If none are issued, fill these spaces with the word "NONE". **The Authority will not be liable for supplier's failure to obtain or download any addenda issued for a Bid.**

### **3.8 REJECTION OF BIDS**

The Authority intends to award the Contract to the lowest, responsible and responsive Bidder by Group. Notwithstanding the foregoing, the Authority hereby reserves the right to reject or to accept any or all Bids that, in its judgment, shall be in the best interest of the public.

Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate Bids not called for, or that are irregular in any way, may be rejected as informal and insufficient. However, the Authority reserves the right to waive any and all informalities when it may deem such waiver to be in the best interest of the public.

### **3.9 INSTRUCTIONS FOR EXECUTING CONTRACT**

The Contract shall be in the form prescribed by the Authority and shall be signed by the Successful Bidder within ten (10) days after receipt and returned to the Authority for execution. The Successful bidder must furnish a certificate of insurance. The Contract must be signed as proscribed above.

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**3.10 EXEMPTION FROM TAXES**

Bids shall include all Federal and State taxes in effect on the date of bid opening, except the Retailers' Occupation Tax, the Service Occupation Tax, (both state and local), the Use Tax and the Service Use Tax, since the Authority is exempt from such taxes.

**3.11 COMPLIANCE WITH LAWS**

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

**3.12 CONTRACT DOCUMENTS**

The Contract Documents shall consist of the Bid documents, including all Attachments, Exhibits, and any Addenda; the submitted Bid to the extent it is consistent with the Bid Documents, and the duly executed Contract. The documents are complementary and binding in whole or in part.

**3.13 DIVISIBILITY AND MULTIPLE AWARDS**

The Authority reserves the right to award this Agreement to one or more Bidders as it deems to be in its best interest.

**3.14 BID CANVASSING**

All bids will be reviewed on the basis of (a) bidder responsiveness, (b) bidder responsibility and (c) the Lowest Total Sum of prices bid for all potential three years of the contract term.

**3.15 AWARD OF CONTRACT**

The Authority shall undertake a thorough review of each submitted Bid. This review process may take approximately ninety (90) days, at which time the Board of the Authority may take the necessary steps to award the Contract or may, at its option, after informing the three (3) lowest Bidders in writing of its intention, extend the time to award the Contract an additional thirty (30) days.

**3.16 CERTIFICATE OF LIABILITY INSURANCE**

The Contractor must provide and maintain during the life of this Contract, at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage's and requirements specified in **REQUIRED FORM H** insuring all operations related to the contract.

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**3.17 SPECIAL CONDITIONS REGARDING MINORITY & WOMEN BUSINESS ENTERPRISES**

In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 the Authority has adopted and maintains a minority and female owned business enterprise procurement program for any and all work undertaken by the Authority. The Authority requests that all bidders complete the MBE/WBE information in the required documents.

**3.18 TIE BIDS AND PROPOSALS**

Tie bids or proposals are those from responsive and responsible vendors that are, in the case of bids, identical in price, and, in the case of proposals, identical in evaluation.

Tie bids or proposals will be resolved as follows:

- 1) The award shall be made by lot unless the Director of Procurement determines that:
  - a) Awarding to one of the vendors is in the Authority's best interest because, for example, that vendor is likely to be more reliable or responsive to the Authority's needs, based on past performance; provides a better quality of the supply or service; or provides quicker delivery; or, in the case of proposals, because of a desire to take advantage of the lower price; or
  - b) Splitting the award is in the Authority's best interest because of a need to ensure delivery of the supply or service, or is necessary or desirable to promote future competition, and provided the affected vendors agree to the split award.

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**REQUIRED FORM A**

**BID FORM**

**BIDS SUBMITTED BY:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TO: THE METROPOLITAN PIER AND  
EXPOSITION AUTHORITY  
[mpeaprourement@mpea.com](mailto:mpeaprourement@mpea.com)

**COMMITMENT TO ENTER CONTRACT**

A. This is to certify that the undersigned, \_\_\_\_\_, hereinafter referred to as the Bidder, has read (1) the Advertisement, (2) the Instructions to and Requirements of Bidder, and (3) the Specifications issued by the Metropolitan Pier and Exposition Authority, hereinafter referred to as the "Authority", and acknowledges receipt and review of addenda numbers \_\_\_\_\_ and that the Bidder has made all the investigations and examinations required by said documents.

B. The undersigned hereby agrees to enter into a contract with the Authority, in substantially the Form of Contract attached to these Bid Documents (as Attachment 1) and to furnish all the items or services required under the Contract.

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

Signatory's Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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**CONTRACT PRICE**

A. It is understood that (i) as to the Contract which may be awarded upon this Bid, the Authority shall purchase from the Bidder supplies and services of the kind described in the Contract; and (ii) it is the intention of the Authority that a Contract shall be awarded by the Board to the lowest, responsible and responsive Bidder in terms of its fitness and capacity to furnish the quality of materials and workmanship considered to be best to meet the requirements of the Authority; and (iii) the Bid submitted under this document shall be on the basis of the Lowest Total Sum of prices bid.

B. The undersigned hereby offers and agrees to furnish and deliver the goods and/or services to the Authority as follows:

**(REMAINDER OF PAGE BLANK)**

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**BID FORM**

**BIDDER NAME:** \_\_\_\_\_

Bidders must use this Bid Form by providing the hourly billing rates, corresponding to the specific personnel listed below:

<b>POSITION</b>	<b>Regular</b>	<b>OT</b>	<b>Double Time</b>
<b>Foreman</b>	\$	\$	\$
<b>Journeyman</b>	\$	\$	\$

Bidders shall provide all hourly rates for each position utilized to perform the Scope of Services on this **Required Form A – Bid Form**. As stated in Scope of Contract, section 1.3, the hourly rates quote per position shall cover prevailing wage rate, fringe benefits (health and welfare, pension or others) as well as all employer expenses for FICA, workman’s compensation, liability insurance, unemployment insurance and any other municipality, state or federal requirements regarding employees. The hourly labor rate shall also include all costs and expenses for trucks and / or vehicles, tools, equipment associated with the trade, travel, pick-up and delivery of materials, estimating, call-back supervision, administrative overhead and profit.

Materials and/or supplies furnished by contractor shall be billed at cost plus \_\_\_\_\_% markup.

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**BIDDER NAME:** \_\_\_\_\_

NAME OF PROJECT:           ROOFING REPAIR & EMERGENCY SERVICES  
PROJECT NUMBER:           2021-13-M

**PAYMENT WILL BE SUBJECT TO ACCEPTANCE BY THE AUTHORITY OF THE SERVICES PROVIDED BY THE CONTRACTOR.**

Person to contact regarding Bid:

Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address:  
\_\_\_\_\_

Telephone: \_\_\_\_\_

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**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
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**SIGNATURES**

(If an Individual)

Signature of Bidder

\_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(SEAL)

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**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
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**SIGNATURES (Continued)**

(If a Partnership)

Firm Name

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

Names and addresses of all members of the firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(SEAL)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
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**SIGNATURES (Continued)**

(If a Corporation or Limited Liability Company)

Corporate or Company

Name \_\_\_\_\_

Signature of President, Manager, or Authorized Officer

\_\_\_\_\_

Title \_\_\_\_\_

Business Address

\_\_\_\_\_

\_\_\_\_\_

**Note:** In the event that this Bid is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws, company operating agreement, or other authorization, such as a Resolution by the Board of Directors or Managers, which permits the person to sign the offer for the corporation.

**CORPORATE SEAL**

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(SEAL)

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**SIGNATURES (Continued)**

(If a Joint Venture)

Joint Venture Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Signature for Joint Venture Firm \_\_\_\_\_

Title \_\_\_\_\_

Signatures of Parties to Joint Venture

Firm \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Signatures of Parties to Joint Venture Firm

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

**REQUIRED FORM B**

**STATEMENT OF BUSINESS ORGANIZATION**

**BIDDER NAME:** \_\_\_\_\_

NAME OF PROJECT:           ROOFING REPAIR & EMERGENCY SERVICES  
PROJECT NUMBER:           2021-13-M

*Note:* Each Bidder/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 bid evaluation or during the Contract term.

**1. If the Bid/ Proposal is submitted by an individual, answer questions listed below:**

- (a) Name \_\_\_\_\_
- (b) Official Address \_\_\_\_\_
- (c) Telephone \_\_\_\_\_ Email address \_\_\_\_\_
- (d) Fax Number \_\_\_\_\_
- (e) FEIN \_\_\_\_\_
- (f) Is the individual authorized to do business in Illinois?    YES  NO

**2. If the Bid/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.

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

(g) List the names of all managing partners:

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(h) Is partnership authorized to do business in Illinois?  YES  NO

**3. If the Bid/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 \_\_\_\_\_

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---

(f) Fax Number \_\_\_\_\_

(g) Telephone \_\_\_\_\_ Email address \_\_\_\_\_

(h) FEIN \_\_\_\_\_

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

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(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.

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. Is Company a certified minority or woman owned business enterprise?  YES  NO

If yes, check one:  MBE  WBE

- Certified by:  City of Chicago  
 Chicago Minority Supplier Development Council  
 County of Cook  
 Women's Business Development Center  
 State of Illinois, Department of Central Management Services

Date of Certification: \_\_\_\_\_

**Please attach copy of current certification letter.**

I declare that this Statement of Bidder's Business Organization has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

\_\_\_\_\_  
 (Signature)

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

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
 NOTARY PUBLIC

(SEAL)

**REQUIRED FORM C**

**STATEMENT OF QUALIFICATIONS**

**BIDDER NAME:** \_\_\_\_\_

NAME OF PROJECT: ROOFING REPAIR & EMERGENCY SERVICES  
PROJECT NUMBER: 2021-13-M

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

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

Number of consecutive years at this location: \_\_\_\_\_.

Date when business was organized \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Provide the overall ratio of managers to personnel. \_\_\_\_\_

4. A. State approximately the value of the three (3) largest contracts your organization has had **providing products or services similar** to the requirements set forth in the Bid/Request Document, giving the name and location of the firm with whom you contracted.

<u>Firm</u>	<u>Location</u>	<u>Contract Value</u>
-------------	-----------------	-----------------------

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

B. State the names and locations of any governmental bodies with whom your organization has had contracts **providing products or services similar** to the requirements set forth in the Bid/Request Document.

<u>Firm</u>	<u>Location</u>	<u>Contract Value</u>
-------------	-----------------	-----------------------

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

5. **Within the last five (5) years**, list below three (3) references for the three (3) largest contracts your organization has had **providing products or services similar** to the requirements set forth in the Bid/Request Document, giving the name of the person we are authorized to contact:

A. Company Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Contract Duration \_\_\_\_\_

Contract Size \_\_\_\_\_

B. Company Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Contract Duration \_\_\_\_\_

Contract Size \_\_\_\_\_

C. Company Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Contract Duration \_\_\_\_\_

Contract Size \_\_\_\_\_



6. List below two (2) trade references:

A. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Email address \_\_\_\_\_  
Length of Relationship \_\_\_\_\_

B. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Email address \_\_\_\_\_  
Length of Relationship \_\_\_\_\_

7. List below one (1) bank reference:

Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Email address \_\_\_\_\_  
Length of Relationship \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

9. Has Bidder provided evidence of the ability to provide insurance coverage as specified in Required Form H? Y \_\_\_ N \_\_\_

10. Has Bidder ever refused to sign a contract? Y \_\_\_ N \_\_\_ At the original price? Y \_\_\_ N \_\_\_

If yes to either question, provide details. \_\_\_\_\_

\_\_\_\_\_

11. Has Bidder ever been terminated for cause? \_\_\_\_\_ If yes, provide details. \_\_\_\_\_

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12. Has Bidder ever defaulted on a contract? \_\_\_\_\_ If yes, provide details.

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13. Has Bidder or any related or affiliated entity, ever been adjudged a 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. \_\_\_\_\_

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14. Is Bidder or its business currently subject to any court order relating to bankruptcy, receivership, liquidation, reorganization, or similar relief? \_\_\_\_\_ If yes, provide details.

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15. Has Bidder ever forfeited a performance bond? \_\_\_\_\_ If yes, provide details. \_\_\_\_\_

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16. Bidder shall provide copies of its annual financial statement or annual report, such as balance sheets, profit and loss statements, or financial report, for the last three (3) years.

I declare that this Statement of Qualifications has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of the business organization.

\_\_\_\_\_  
(Signature)

## REQUIRED FORM D

### BIDDER CERTIFICATIONS

**BIDDER NAME:**

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NAME OF PROJECT: ROOFING REPAIR & EMERGENCY SERVICES  
PROJECT NUMBER: 2021-13-M

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Bidder 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:

1. Neither Bidder 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 Bidder.
2. Pursuant to 70 ILCS 210/25.3, neither Bidder, nor its agents, officers or employees, has made any offer to, nor been solicited by, any member of the Board, Trustee, 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.
3. Bidder, 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).
4. Neither Bidder, 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.
5. Bidder 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.
6. Pursuant to 775 ILCS 5/2 105, Bidder 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.
7. Bidder will, pursuant to the Drug Free Workplace Act (30 ILCS 580), provide a drug free workplace. Bidder 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 \$5000 or more with individuals, and to entities with twenty-five (25) or more employees.
8. Bidder or 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).



## REQUIRED FORM E

### FORM OF TRANSMITTAL LETTER

***(To be duplicated and completed on Bidder's firm letterhead)***

**(Date)**

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

Re: ROOFING REPAIR & EMERGENCY SERVICES

On behalf of (Full legal name of Bidder), I submit with this letter its response to the Metropolitan Pier and Exposition Authority's INVITATION FOR BIDS ("IFB") 2021-13-M. In this connection, I state the following:

1. I have full authority to bind Bidder with respect to this response to the IFB and any oral or written presentations and representations made to the Authority.
2. (Full legal name of Bidder) has read and understands the IFB and is fully capable and qualified to provide the goods and or services as described within this IFB.
3. I have read and understand the IFB, including addenda numbers \_\_\_\_\_.
4. (Full legal name of Bidder) understands that the Metropolitan Pier and Exposition Authority will rely on Bidder's response to the IFB and Bidder 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. (Full legal name of Bidder) agrees to hold its Bid open for a period of 90 days from the date and time established for submission of Bids, and, if requested by the Authority, for an additional 60 days thereafter.
6. If requested by the Authority, Bidder agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist the Authority in evaluating its Bid.
7. If selected by the Authority, Bidder agrees to enter into a Contract for IFB# 2021-13-M with the Authority in accordance with the FORM OF CONTRACT attached to this Invitation for Bids and to supply all of the items or services required.
8. Neither I nor Bidder 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.
9. Bidder understands that the Authority will rely upon the material representations set forth in the Bid and that Bidder has a continue obligation to update any information which changes or which Bidder learns to be incorrect.

10. It is understood that an original and multiple copies of the Bidder have been submitted for consideration. Bidder warrants that all copies are identical to the original in all respects.
11. Bidder acknowledges that any comments, requests or **exceptions** to the form of agreement or any other requirements stated in this procurement have been identified on **REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS.**

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

\_\_\_\_\_  
Typed/lettered name of signatory

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

**REQUIRED FORM F**

**DISCLOSURE OF LOBBYISTS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. 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.
2. "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) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. Subconsultants or subcontractors hired by the Applicant who do not fit this definition are not considered Lobbyists.
3. In particular, the Applicant 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. All Lobbyists must be disclosed.
4. If the Applicant is uncertain whether a disclosure is required under this Section, the Applicant must either ask the MPEA whether disclosure is required or make the disclosure. The Applicant is not required to disclose employees who are paid solely through the Applicant's regular payroll or sub-contractors.
5. MPEA prohibits the participation of Lobbyists when the payment to the Lobbyist is contingent on the award to the party of a contract. (Contingency Fee Agreements).

**B. CERTIFICATION**

Each and every Lobbyist or other person retained or anticipated to be retained directly by the Applicant with respect to or in connection with lobbying for the award of the contract that is the subject of this DISCLOSURE OF LOBBYISTS is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Fees (indicate whether paid or estimated)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**[ ] CHECK HERE IF NO SUCH PERSON HAS BEEN RETAINED DIRECTLY BY THE APPLICANT OR IS ANTICIPATED TO BE RETAINED DIRECTLY BY THE APPLICANT.**

**The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this DISCLOSURE OF LOBBYISTS will become part of any contract awarded to the Applicant by the MPEA in connection with the project or transaction that is the subject of this DISCLOSURE OF LOBBYISTS.

B. Some or all of the information provided on this DISCLOSURE OF LOBBYISTS, including any REQUIRED FORMS, may be made available to the public in response to a Freedom of Information Act request, or otherwise. By completing and signing this DISCLOSURE OF LOBBYISTS, the Undersigned waives and releases any possible rights or claims which it

may have against the MPEA in connection with the public release of information contained in this DISCLOSURE OF LOBBYISTS and also authorizes the MPEA to verify the accuracy of any information submitted in this DISCLOSURE OF LOBBYISTS.

C. Lobbyists and all other parties retained in connection with the award of contract are agents of the Undersigned and are therefore subject to the same rules as the Undersigned, 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. The only officials, employees or agents of the MPEA who may be contacted regarding outstanding procurement projects are the Director of Procurement, to whom questions for clarification regarding an outstanding procurement may be submitted in writing, and members of the MPEA's Business and Workforce Diversity Department, who may be contacted regarding the Undersigned's Minority and Women's Business Enterprise participation.

D. If the MPEA determines that any information provided in this DISCLOSURE OF LOBBYISTS is false, incomplete or inaccurate, or if any provision of this DISCLOSURE OF LOBBYISTS is violated, any contract or other agreement in connection with which it is submitted may be void or voidable, and the MPEA may pursue any remedies under the contract, at law, or in equity, including terminating the Undersigned's participation in the project or transaction and/or declining to allow the Undersigned to participate in future transactions with the MPEA.

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print or type name of individual or legal entity submitting this DISCLOSURE OF LOBBYISTS)

By: \_\_\_\_\_  
(sign here)

Title of signatory: \_\_\_\_\_

Print or type name of signatory: \_\_\_\_\_

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

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

Acknowledged under oath on [date] \_\_\_\_\_

before me by \_\_\_\_\_

as [title] \_\_\_\_\_

of [firm] \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_



**REQUIRED FORM G**  
**NOTIFICATION OF EXCEPTIONS**

The Undersigned understands and agrees that:

**PLEASE CHECK ONLY ONE**

BIDDER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS** TO THE FORM OF CONTRACT OR ANY OTHER REQUIREMENTS STATED IN THIS PROCUREMENT #2021-13-M.

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

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

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

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

BIDDER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS** TO THE FORM OF CONTRACT, THAT CONFLICTS OF INTEREST EXIST, OR ANY OTHER REQUIREMENTS STATED IN THIS PROCUREMENT #2021-13-M AND HAS ATTACHED THEM TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS.

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

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

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

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

**REQUIRED FORM H**  
**INSURANCE REQUIREMENTS**

*Bidders must include a sample certificate of insurance, verifying that they can meet the limits set forth below, with their Bid.*

1. The Selected Contractor must procure and maintain, at its own expense, until final completion of the Services covered by this Contract and during the time period following final completion if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below by the Authority's Risk Manager. The Selected Contractor must provide the Authority with certificates evidencing such coverage prior to receiving the contract:

**a. Commercial General Liability**

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products Liability/Completed	
Oper. Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

**b. Workers' Compensation and Employer's Liability**

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

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

**c. Automobile Liability**

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

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

- d. **Umbrella Coverage** \$10,000,000  
Per occurrence and Aggregate

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.

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to the Authority as a result of the liability provisions of the Contract shall be paid on demand.
4. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Authority shall apply in excess of and not contribute with insurance provided by them under the Agreement.
5. Policies should be written on an occurrence basis.
6. All coverages must contain a Waiver of Subrogation in favor of the MPEA
7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees are named as an additional insured.
9. Subcontractors performing services for the selected contractor shall maintain coverage and limits equal to or greater than the proposer.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.

**EXHIBIT 1**  
**SCOPE OF SERVICES**

## 1.1 SCOPE OF CONTRACT

Successful Bidder shall provide MPEA with **Roof Repair & Emergency Services** including, but not limited to the furnishing of labor, materials and equipment necessary to perform said Services as further detailed in this IFB. **Bidder must be able to provide Services twenty-four (24) hours a day, seven (7) days a week, 365 days a year.**

The Successful Bidder shall furnish all labor, materials, equipment, and Services necessary for waterproofing, repairs and emergency service on the roofs and structural decks.

The Successful Bidder shall be required to respond to emergency service calls within a 24-hour time frame, seven days a week.

The Successful Bidder shall be required to perform said Services with its own employees and maintain, and/or have the resources to obtain, adequate personnel to fulfill the contract requirements.

## 1.2 SERVICE LOCATIONS

The Roof Repair & Emergency Services will be conducted at the following locations:

Lakeside Center	2301 S. Jean Baptiste Point DuSable Lake Shore Drive	Chicago, IL 60616
North Building	450 East 23 <sup>rd</sup> Street	Chicago, IL 60616
South Building	2301 South King Dr.	Chicago, IL 60616
Energy Center	2211 S. Martin Luther King Dr.	Chicago, IL 60616
Corporate Center	301 East Cermak Rd	Chicago, IL 60616
West Building	2302 South Prairie	Chicago, IL 60616
Wintrust Arena	200 East Cermak Rd	Chicago, IL 60616

\*The Receiving dock at the Lakeside Center has an entrance clearance of eleven feet two inches (11'2").

MPEA reserves the right to add locations as it deems necessary.

## 1.3 PRICING/FEES

The Bidder shall be paid for the Services performed as follows:

- A. Hourly Labor Rates. Bidder's hourly labor rate shall include the prevailing wage rate, fringe benefits (health and welfare, pension or others) as well as all employer expenses for FICA, workman's compensation, liability insurance, unemployment insurance and any other municipality, state or federal requirements regarding employees. The hourly labor rate shall also include all costs and expenses for trucks and / or vehicles, tools, equipment associated with the trade, travel, pick-up and delivery of materials, estimating, call-back supervision, administrative overhead and profit.
- B. Materials. The Successful Bidder shall invoice MPEA for the cost paid for all materials needed plus a Bid Percentage Mark-up for handling and profit. MPEA shall be given the invoice to review. Cost is the amount paid by the Successful Bidder after all deductions for rebates, quantity discounts, etc. have been taken. MPEA reserves the right to recommend a different supplier or to purchase roofing materials should it determine that the materials offered and/or the prices

quoted are not in the best interest of MPEA. All parts and materials used shall be of the same design, quantity and quality as presently used on each roofing type.

#### 1.4 ROOF SYSTEMS

The Successful Bidder shall use the materials approved by the roof's manufacturer. The Successful Bidder shall provide a list of the sources available to obtain materials used to meet the contract requirements.

**All Bidder's must provide manufacturer's certifications to demonstrate capability of repairing each of the roofing systems listed below:**

Locations	Systems
Lakeside Center	Owens Corning Derbigum Roof System  <b>Warranty: Expired</b>
McCormick Place North	Firestone EPDM Roof System  <b>Warranty: Active, Expires 11/2037</b>
McCormick Place South	Trocac mechanically attached PVC (John Mansville)  <b>Warranty: Expired</b>
Energy Center	Firestone EPDM Ballasted System  <b>Warranties: Active, Expires 10/2046; 10/2036</b>
Corporate Center	PVC Single-Ply membrane Roofing  <b>Warranty: Expired</b>
McCormick Place West	John Manville Thermoplastic Membrane PVC Carlisle 500R Hot Applied Liquid Membrane  <b>Warranty: Active, Expires 10/2028; 10/2023</b>
Wintrust Arena	Sarnafil PVC Thermoplastic Roofing Membrane  <b>Warranty: Active, Expires 9/2032</b>

**1.5 MINIMUM REQUIREMENTS FOR BIDDERS**

The Successful Bidder must be able to fully comply with all requirements set forth below. Compliance with requirements will be indicated below by marking "MET" for does comply and "NOT MET" if does not comply. Provide vendor narrative under "MET" or "NOT MET", whichever applies. Narrative may be on a separate paper, must complete each line.

Requirements	MET	NOT MET
Bidder has been in the business of supplying Roof Repair & Emergency Services of similar size, scope and variety for a minimum of five (5) years.		
Bidder is available, when requested by the MPEA to provide technical support to trouble shoot leaks and identify the remaining life expectancy of existing roofing materials.		
Bidder has provided as an attachment to the bid submission, all manufacturer's certification for each roofing system proposed.		
Bidder shall have in stock or have ability to access all materials manufactured by companies identified in this Bid document for each type of roofing systems.		
Bidder shall maintain an office with adequate staffing to support the needs of MPEA. Answering services in lieu of offices or distribution points are not acceptable.		
Bidder is able to respond to Emergency <b>Services</b> within two (2) hours.		
Bidder shall perform said Services with its own employees and maintain, and/or have the source to obtain, adequate personnel to fulfill the contract requirements. <b>THERE WILL BE NO SUBCONTRACTING OF WORKFORCE LABOR.</b>		

## 1.6 NOTIFICATION AND SERVICE SCHEDULE

The Successful Bidder shall be notified by phone call, fax, email or other /written correspondence when MPEA is in need of repair services. All work schedules must be approved by MPEA's Representative before any work can begin. The regular business hours of MPEA are Sunday through Saturday, from 7:00 AM to 4:30 PM. All services will be performed during regular business hours and days unless so designated by MPEA. Emergency work responses will be required within two (2) hours.

## 1.7 EXISTING WARRANTIES

The successful bidder shall verify and maintain all warranty information on existing roof materials. No repair work shall be performed until the status of any current warranty is confirmed, the appropriate manufacturer is contacted, and the specified process followed in order to not void the warranty.

## 1.8 ROOFING MATERIALS

The Successful Bidder shall use the manufacturer's commercially acceptable roofing repair practices and materials as applied to the particular roofing system in need of repair. Upon request from MPEA, the Bidder shall provide a list of the sources and pricing available for the materials needed prior to using the materials to meet the contract requirements.

The Successful Bidder shall be familiar with the various types of roofing materials and maintain an adequate inventory of accessories, parts, and supplies.

## 1.9 RECORDS/REPORTS

The Successful Bidder shall maintain records of all work, maintenance and repair provided under the Contract and shall furnish copies of the same to MPEA Designee.

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

## 1.10 INSPECTIONS

At all times, MPEA and its representatives shall have access to the Work wherever it is in preparation or progress and the Successful Bidder shall provide for such access and inspection.

The Successful Bidder shall perform all roofing services in a satisfactory manner, as reasonably determined by the MPEA Designee, or per the roofing manufacturer for those under warranty.

MPEA shall have the right, at any time, to request removal of any employee of the Successful Bidder from the job site. The Successful Bidder shall use all reasonable requests to replace such an employee.

## 1.11 STANDARD OF PERFORMANCE

All Work required must be performed with that degree of skill, care and diligence normally shown by a professional performing work of comparable scope, purpose and magnitude. **All roof repairs must be made by a "manufacturers certified installer"**. It must be done in accordance with warranty guidelines in order not to void the warranty. The installer must be a manufacturer's certified installer for all systems they bid on even if there is no warranty left on the system.

The Successful Bidder will be an independent Contractor and not an agent or employee of MPEA. MPEA may request a written estimate and/or Bid on all work. The estimate must include the number of personnel, hours needed, successful bidders cost for the materials and contracted markup percentage for all materials. All materials used are to be itemized and any cost associated with repairs.

The Contractor shall maintain a staff of competent personnel which is fully equipped and qualified to perform the



Services required by the Agreement. All completed work shall be subject to the inspection and approval of MPEA's Building Operations Contract Manager.

#### **1.12 EMERGENCIES**

Successful Bidder personnel shall report to the specified work location within two (2) hours after notification of the emergency. Repeated failure to furnish this Service within the specified time shall be grounds for termination.

A written list of 24-hour emergency phone numbers for the successful bidder's authorized personnel shall be made available to MPEA.

#### **1.13 DAMAGES**

The Successful Bidder shall protect from damage all parts of the present building liable to injury by its operation and shall, at its own expense, make good all such damage to the entire satisfaction of MPEA.

#### **1.14 PROTECTIVE COVERING**

The Successful Bidder shall, at all times, maintain temporary protective covering on all surfaces, etc., from which materials have been removed, protecting the buildings and the contents from all damages.

#### **1.15 WASTE REMOVAL**

The Successful Bidder shall, at all times, keep the premises free from accumulations of waste materials or rubbish caused by its employees or work and shall remove all its rubbish at the completion of its work to the total satisfaction of MPEA. Use of MPEA's open boxes or compactors is not allowed. All debris must be hauled off site.

#### **1.16 MEASUREMENTS**

The Successful Bidder shall obtain all measurements at the site location and shall perform the work from these actual measurements.

#### **1.17 TOOLS AND EQUIPMENT**

The Successful Bidder shall not use any Authority property such as tools, equipment, ladders, lifts, extension cords, etc., in performing the Services. MPEA will not be responsible for providing storage or be liable for Successful Bidder's tools, equipment, etc.

#### **1.18 WARRANTY**

The successful bidder must warrant that materials and services supplied must conform to specifications, samples, or drawings submitted. The warranty period shall be for at least one (1) year from the date of delivery or date of final acceptance, whichever is later. MPEA may return any nonconforming or defective items or work products to the successful bidder or require correction or replacement of the item at the time the defect is discovered, all at the successful bidder's expense. Acceptance of materials and supplies by MPEA by payment shall not relieve the Contractor of the responsibilities hereunder.

#### **1.19 RELATED ITEMS**

MPEA reserves the right to purchase related items from the Successful Bidder at a cost plus % mark – up as listed on Required Form A-Bid Form.

### **1.20 PREVAILING WAGE/WORKMANSHIP**

Laborers, mechanics, or other workers employed under this agreement shall be paid prevailing wage as defined in the Prevailing Wage Act (820 ILCS 130/1 et. seq.), as amended.

### **1.21 PARKING**

MPEA is not responsible for parking of the successful contractor's vehicles.

### **1.22 LICENSE AND PERMITS**

The Successful Bidder shall maintain and have current all municipal, county, state, and/or federal license(s) that are applicable and required for their trade. It is solely the responsibility of the successful Bidder to acquire the necessary licenses, permits, etc. to perform any and all services associated with this Contract. The Successful Bidder will bear all liability arising from its failure to secure the required license, permits, etc.

### **1.23 AUTHORIZATION AND INVOICING**

The successful Bidder and its employees shall report to and sign in and out with MPEA's designated representative indicating times of arrival and departure with a brief description of the services rendered, work order number, number of men, and/or location in the facility. Sign in and out times shall be indicated on the successful Bidders' job invoice and/or ticket field. MPEA will not pay for the successful Bidder's travel time.

The successful Bidder shall not commence any work under this contract until he has obtained MPEA approval through an authorization order number or a purchase order number. This number must appear on all of the successful Bidders' job invoices and/or ticket field and billings.

At the completion of each day, the successful Bidder's employees shall report to MPEA's designee for approval of work:

- a) Successful Bidder's job invoice and/or field ticket shall be signed by MPEA representative.
- b) Successful Bidder shall leave a signed copy with MPEA representative.
- c) A separate job invoice and/or field ticket will be written for each day service is provided.

The following is required information on all successful Bidder's invoices and/or field ticket:

1. Job location, date and/or dates of service received, start and completion date
2. MPEA work authorization and/or purchase order number
3. The name of MPEA Representative that requested the repair work
4. Detailed description of work performed
5. Breakdown and individual listing of all materials and quantity used
6. Listing of each employee, date and/or dates, hours worked, and rates per contract, number of men, and time in and time out
7. Other charges listed
8. Inclusion of a separate job invoice and /or field ticket for each job when service is provided

Successful Bidder must address all invoices to the following:

**MPEA Corporate Center  
Operations/Accounts Payable  
301 E. Cermak Road  
Chicago, Illinois 60616  
Attention: Alichia Johnson**

All electronic invoices must reference or include a contract number and Purchase Order number and be submitted via e-mail to: Alichia Johnson, [ajohnson@mccormickplace](mailto:ajohnson@mccormickplace).

#### **1.24 ENVIRONMENTAL PREFERABLE PRODUCTS**

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

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

**EXHIBIT 2.1**  
NORTH BUILDING ROOF WARRANTY

**EXHIBIT 2.2**  
ENERGY CENTER ROOF WARRANTY

**EXHIBIT 2.3**  
WEST BUILDING ROOF WARRANTY

**EXHIBIT 2.4**  
WINTRUST ARENA ROOF WARRANTY