
Metropolitan Pier and Exposition Authority

HVAC PARTS AND SUPPLIES

Invitation for Bids (“IFB”)
#2021-14-M



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 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, October 12, 2021
QUESTIONS DUE: Thursday, October 21, 2021 by Noon (12:00 pm CST) to:
mpeaprocurement@mpea.com

BIDS DUE: Noon (12:00 pm CST), Monday, November 8, 2021

NO HARD COPY BIDS WILL BE ACCEPTED/REQUIRED AT THIS TIME

ALL BIDS MUST BE SUBMITTED ELECTRONICALLY TO:
mpeaprocurement@mpea.com

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
IFB # 2021-14-M**

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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 23rd 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 or via a secure file sharing platform if the file is too large to email.

All Bids must be received no later than Monday, November 8, 2021 by Noon. Bids received after this time may be deemed non-responsive and ineligible for consideration for a Contract for IFB # 2021-14-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

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documentation attesting to Bidder's abilities as required by the Statement of Bidder's Business Organization including but limited to all statements detailing experience in the required fields of work.

4. **Bidder/Proposer Certifications. Bidders must be authorized distributors for each manufacturer of the parts or services provided.**
5. Form of Transmittal Letter
6. Disclosure of Lobbyists
7. Notification of Exceptions
8. Insurance Requirements
9. MBE/WBE Compliance Plan OR Request for Waiver and Demonstration of Good Faith Efforts

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. Bidders 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 it is licensed to transact business in the State of Illinois.

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- (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. 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.

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3.6 CONTRACT TERM

The Contract begins on the Effective Date and shall remain in effect for a base term of term of two (2) 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. 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 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 by Category.

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 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

Bidders must use this Bid Form A.

BIDS SUBMITTED BY:

TO: THE METROPOLITAN PIER AND
EXPOSITION AUTHORITY
mpeaprocedure@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 _____ 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 Bidder'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:

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BID FORM

Bidders must use this Bid Form.

BIDDER NAME: _____

BIDDER PROPOSAL AND QUALIFICATIONS

All bidders must provide the requested information below, failure to do so will render a bid non-responsive. Attach additional pages as needed.

1. Has Bidder been in the business of supplying the variety and volume of specific goods and services requested herein to entities or building complexes of similar size to McCormick Place for at least 5 years? (Y/N) _____ For how many years? _____

2. Where is your office and distribution point that would serve MPEA located?
Note that an answering service in lieu of offices or distribution points is not acceptable.

Location of facility where inventory is maintained:

Address _____

Telephone Number _____

E-Mail Address _____

3. List all other distribution point locations that would be used to support this contract. Indicate whether your company owns this location, and if not, the entity that does own it and the nature of the relationship between Bidder and that entity.

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BIDDER NAME: _____

Category: _____

Bidder must also complete the separate pricing bid form for each Category for which it is proposing (See separate Pricing Form – excel file).

Mark-up or discount for all related items not listed on the Excel form:

Mark-up _____ % Discount _____ %

If mark-up or discount is not consistent for all related items not listed on the Excel form, then provide mark-up or discount per manufacturer or product line on the excel file.

Contractor must provide all original invoices for all parts and supplies from original equipment manufacturers for all related items not listed on Excel form.

Pricing bid form must be submitted as a separate PDF (signed) and Excel file with the electronic submission.

Bidder must use the provided excel Pricing Form, which lists items in each of the 8 Categories. Bidder must submit the Pricing Bid Form with the completed electronic version of the bid. Bidders may provide pricing for one or more Categories. MPEA reserves the right to correct any errors in math but will not be held liable for any mistakes by the Bidder.

Bidders must be an authorized distributor of every manufacturer in any Category for which it is submitting a proposal.

All prices quoted are delivered prices. No additional shipping, handling, delivery, parking, or travel time charges of any kind shall be paid by the Authority.

After the first year of the contract, prices for Categories 1,2,3,4,5,6 and 7 may be increased by the relevant producer price index, or 3%, whichever is less. The Contractor and MPEA must agree on the price escalation before it goes into effect.

Prices for Category 8 items should be based on the current market price. Contractor must indicate a time frame for which their proposed prices will be in effect. After the initial time frame ends, the Contractor and MPEA must agree on any price escalation before it goes into effect.

If Bidder is unable to price a specific item, please indicate why—for example whether Bidder is unable to find a source, whether the product is no longer available, and what comparable alternate Bidder would recommend and price for the alternate.

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BID FORM

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: _____ Facsimile: _____

Location of facility where inventory is maintained:

Address _____

Telephone Number _____

E-Mail Address _____

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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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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)

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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: **HVAC PARTS AND SUPPLIES**
PROJECT NUMBER: **2021-14-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:

(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 _____

(f) Fax Number _____

(g) Telephone _____ Email address _____

(h) FEIN _____

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

(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)

(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. _____

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

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. _____

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.

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

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: _____

NAME OF PROJECT: HVAC PARTS AND SUPPLIES

PROJECT NUMBER: 2021-14-M

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 Bidder'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 company letterhead)

(Date)

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

Re: HVAC PARTS AND SUPPLIES

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") 2021-14-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# 2021-14-M with the Authority in accordance with the FORM OF CONTRACT attached to this Invitation for Bids and to supply all 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 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, #2021-14-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, #2021-14-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

NAME OF PROJECT: HVAC PARTS AND SUPPLIES

PROJECT NUMBER: 2021-14-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.	\$5,000,000.00
Uninsured Motorist	\$5,000,000.00
Underinsured Motorist (when not included in Uninsured Motorist)	\$5,000,000.00

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

d.	Umbrella Coverage	
	Per occurrence and Aggregate	\$5,000,000.00

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.	Professional Liability/Errors & Omissions	
	Per claim and Aggregate	\$2,000,000.00

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.
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.

8. 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).

EXHIBIT 1

SCOPE OF SERVICES

1. SCOPE OF SERVICES

Bidders must be authorized distributors for each manufacturer of the parts or supplies being provided to the Authority and must be able to provide OEM warranties and guarantees. Bidders must have knowledgeable account representatives that can advise Authority staff regarding the availability of required HVAC parts and supplies and recommend compatible alternates if any requested items are discontinued by the manufacturer. Bidders must be available for immediate consultation and be able to coordinate timely delivery of materials.

The Contractor will provide **HVAC Parts and Supplies** as requested by the Authority and deliver to the specified locations in each order.

a. MINIMUM REQUIREMENTS

Qualified proposers:

- i. shall have been in the business of supplying HVAC PARTS AND SUPPLIES to entities/building complexes of similar size as McCormick Place, scope and variety for a minimum of five (5) years.
- ii. shall have in stock or have the ability to acquire the HVAC PARTS AND SUPPLIES manufactured by companies identified in this Bid document.
- iii. shall maintain an office or distribution point with adequate staffing to support the needs of the Authority. Answering services in lieu of offices or distribution points are not acceptable.
- iv. must be able to provide delivery within 10 working days from issuance of an order.
- v. must be able to provide either internal or external technical support as requested by the Authority.

2. DELIVERY LOCATIONS

Delivery shall be F.O.B. Receiving Rooms:

NORTH BUILDING
450 East 23rd Street
Chicago, Illinois 60616

SOUTH BUILDING
2301 South Mines Drive
Chicago, Illinois 60616

LAKESIDE CENTER
2301 S. Jean Baptiste Point DuSable
Lake Shore Drive
Chicago, Illinois 60616*

WEST BUILDING
2301 South Indiana
Chicago, Illinois 60616

CORPORATE CENTER
301 East Cermak Road
Chicago, Illinois 60616

ENERGY CENTER
2211 South Martin Luther King Drive
Chicago, Illinois 60616

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

The Authority reserves the right to add other locations within its properties as it deems necessary.

3. INVOICES

All invoices must be addressed to the following:

METROPOLITAN PIER AND EXPOSITION AUTHORITY
Corporate Center, c/o Operations/Accounts Payable
301 East Cermak Road
Chicago, Illinois 60616
Attention: Alichia Johnson
Or submitted electronically to: ajohnson@mccormickplace.com

Failure to adhere to the following requirements and procedures will result in delayed payment:

- All invoices must list a valid Authority purchase order number. All items invoiced must agree with the prices, quantities, and description of the valid purchase order. Quantities and prices must agree with the Contract.
- All invoices must state the name of the department and its designee from which the order was placed. This IS NOT a substitute for a purchase order number.

4. AVAILABILITY

If the Contractor is unable to fill a specific Purchase Order (in full or in part), the Authority reserves the right to purchase same from available sources. The Authority also reserves the right to substitute or cancel certain items should a change in the requirements warrant.

5. REPRESENTATION AND WARRANTY

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

6. RELATED ITEMS

The Authority reserves the right to purchase related items from the Contractor.

7. REPORTS/REPORTING CAPABILITIES

Contractor will provide DETAILED reporting of all items supplies to the Authority under this Contract upon request.

8. DEFAULT / AVAILABILITY

In case of default of the Contractor, the Authority reserves the right to purchase equal services on the open market. In the case of default, the Authority reserves the right to terminate the Contract, to purchase equal products / services on the open market, suspend future business with the Contractor, and other remedies available in law or in equity.

HVAC PARTS & SUPPLIES

Category 1	Bearings, Belts and Sheaves
Category 2	Refrigeration
Category 3	General HVAC
Category 4	Hot Water and Steam
Category 5	Insulation
Category 6	Energy Metering Devices
Category 7	Ammonia Refrigeration Parts
Category 8	Refrigerants

Bidders are required to complete a Pricing Form F and the accompanying Excel file listing currently used parts and supplies.

Term

The Contract begins on the Effective Date and shall remain in effect for a base term of two (2) years. The Authority shall have the option to renew the Contract under the same terms and conditions as the original Contract for up to an additional 2 years. However, the Contract may not renew automatically, and may not renew solely at the Contractor’s option.