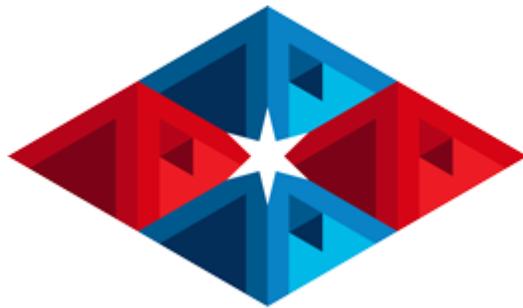

Metropolitan Pier and Exposition Authority

Request for Proposals (“RFP”)
TELETROL BUILDING AUTOMATION SYSTEM
MAINTENANCE SERVICES
#2021-21-M



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I. DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

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

"Authority" means the Metropolitan Pier and Exposition Authority.

"Agreement" or **"Contract"** means the TELEtrol BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES Agreement that is to be entered into between MPEA and the Selected Proposer(s) pursuant to this RFP that will contain both legal and substantive requirements for the performance of the Services. The Form of Agreement is attached to this RFP as Exhibit II.

"Contractor" means the individual, partnership, corporation or joint venture with whom the Authority executes an agreement for professional services as described herein.

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

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

"MBE" means Minority Owned Business Enterprise.

"MPEA" means Metropolitan Pier and Exposition Authority.

"Proposal" means all materials submitted in response to this RFP.

"Proposer" or "Provider" means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that are found qualified to submit Proposals for a TELEtrol BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES pursuant to this RFP.

"Responsive" Responsiveness is determined by the Authority and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices. Those Proposals deemed materially non-responsive must be rejected.

"Responsible" Responsibility is determined by the Authority and relates primarily to the ability of a Proposer/Bidder to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. A Proposer/Bidder, 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 include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer's/Bidder's responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

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

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

"Services" means all the tasks for which the Authority engages the Selected Proposer.

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

"WBE" means Women Owned Business Enterprise.

INTERPRETATIONS

- A.** Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFP and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.

- B.** Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFP mean that requirements, directions of and permission of MPEA are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" MPEA. Words "necessary," "proper" or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services as outlined in Section III must be conducted in a manner or be of character which is "necessary" or "proper" in the option of MPEA.

- C.** Unless a contrary meaning is specifically noted elsewhere, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory" or words of like effect and import used in the RFP mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of MPEA.

II. BACKGROUND INFORMATION AND OBJECTIVES

BACKGROUND INFORMATION

The Metropolitan Pier and Exposition Authority, hereinafter referred to as the "Authority" or "MPEA", 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 "MPEA Act"). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois.

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

The Authority owns McCormick Place®, an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, which is managed and operated by SMG, a private convention management company. McCormick Place® is North America's premier convention facility that generates 66,000 jobs and \$10 billion in annual economic activity for the City and State. The McCormick Place Complex ("MPC") comprises four state-of-the-art buildings, the South, West, North buildings and the Lakeside Center. These buildings have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making it the nation's largest convention center. McCormick Place® hosts approximately 125-150 events and attracts more than 4 million trade and public show visitors annually. McCormick Place® features the Arie Crown® Theater, a renovated proscenium arch theatre which seats approximately 4,200. Two separate buildings, the Energy Center and the Corporate Center, are also part of the MPC.

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

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

GOALS AND OBJECTIVES

The Authority is seeking a contractor to provide Building Automation System Maintenance Services for the Authority's Teletrol Systems ("Services"). The Successful Proposer must be fully qualified and experienced to perform the aforementioned services.

The Authority requires that all Services of the Consultant be performed with that degree of skill, care and diligence normally shown by a professional performing service of comparable scope, purpose and magnitude.

In accordance with the Metropolitan Pier and Exposition Authority Act (70 ILCS 210/23.1(b)), the Authority has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by the Authority. When it has been determined there is an insufficient number of M/WBEs to ensure adequate competition and an expectation of reasonable prices on proposals solicited on an individual contract, the Authority may reduce such goals or permit such the contract be made exempt from contracting goals.

III. SCOPE OF SERVICES

The Successful Proposer will be responsible for providing Building Automation System Maintenance services for the Teletrol System located at the West Building, within the McCormick Place Complex, in accordance with the schedules and performance criteria outlined below. There are several controllers located in control panels outside the West Building that are within the McCormick Place campus and considered part of the Teletrol system.

A. List of Building Automation System Maintained Controls Equipment

| Component Description | Quantity | Manufacturer |
|---|-------------------|--------------|
| All Teletrol eSC, including any added during the course of this agreement | 79 | Teletrol |
| All Global Controllers including any I/O controller that previously supported a Teletrol eSC panel | 13 | Alteron |
| All Teletrol eTrac's and its supportive IO cards, including any added during the course of this agreement | Approximately 168 | Teletrol |
| All Teletrol iTLC-VAV, including any added during the course of this agreement | Approximately 356 | Teletrol |
| Space wireless sensors and transmitter | 3/1 | Kele |
| Site Server | 1 | Systemax |
| Site Server | 1 | Alerton |

B. Description of Services

The Successful Proposer will be required to provide one hundred twenty eight (128) hours of inspection and maintenance services, per year. Every month, the Proposer will be required to be available to provide eight (8) hours of inspection and maintenance service on the Building Automation equipment, have all qualified personal on site, as well as control end devices wired to the Teletrol equipment, listed in Scope of Services – Section A.

The Successful Proposer's authorized representative and the Authority's Superintendent of Engineers, or his designee will schedule, in advance, monthly maintenance services. Scheduled maintenance services will be a minimum of four (4) hours in length. The Successful Proposer must provide a "Service Log Book" in a form and with content as approved by the Authority. The Authority's Engineering Department employees will enter any requested services into the Service Log Book. The services will be performed according to priorities established by the Authority's Superintendent of Engineers, or his designee. An individual and legible service report must be provided for each maintenance service performed.

The Successful Proposer will be required to provide system and software support over the telephone during normal business hours.

The services the Authority may request include, but are not limited to:

1. Diagnostic checks of all controllers listed in Scope of Services - Section A (above) and recommendations of corrective actions for any identified problems.
2. Review of the sequence of operation, for all system DDC loops and energy management loops to check for correct operation.
3. Review irregularities discovered with loop control, point commands or point values with the Authority's representatives. After review, contractor must make changes to the software parameters as needed.
4. Review of recent alarm activity.
5. Maintenance, service and calibration of control end devices connected to the West Building BAS Teletrol system, including but not limited to: dampers, valves, actuators, sensors and transmitters.
6. Any programming modifications or changes that may be requested.
7. On-site training, as a result of any changes or modifications made to the system as part of the work performed as part of the service agreement.
8. Additions of new reports or trends.
9. Recommendations for program enhancements.
10. Provide an individual and legible service report for each service call performed.

C. Proposer's Responsibilities

The services requested by the Authority must be provided by a qualified and experienced Teletrol System Integrator. The service technicians are to be employed by the Successful Proposer. The Successful Proposer will provide an initial audit of the aforementioned system at the inception of the agreement and review the results with the Authority. Subsequently, the Successful Proposer will annually perform a review of the services provided under the terms and conditions of this RFP, and discuss with the Authority's designated representatives the results of the review.

The Successful Proposer will be responsible for coordinating and scheduling, with the Authority, the one-time Teletrol eBuilding Fundamentals training seminar. The training must be provided for up to ten (10) Authority employees, and will take place at the McCormick Place Complex.

The Successful Proposer must be a qualified and experienced Teletrol System Integrator and must maintain that status with Teletrol throughout the term of the agreement with the Authority.

D. Emergency Service

- Successful Proposer must maintain a 24-hour call system to receive service calls and promptly dispatch maintenance technicians in response to callback requests and emergency troubleshooting and/or repair.
- Successful Proposer must provide emergency callback response within two (2) hours of the emergency call effective 24 hours a day, seven days a week, 365 days a year, including weekends and holidays.
- Successful Proposer must provide emergency response, on site if needed, within four (4) hours of the emergency call, effective 24 hours a day, seven days a week, 365 days a year, including weekends and holidays.
- Successful Proposer must maintain an adequate spare parts inventory necessary to make on site repairs, on their emergency service call vehicles, relevant to the Authority's Teletrol Building Automation System.
- Successful Proposer must have the ability to secure and acquire any necessary parts not in their possession within 12 hours.

E. Authority's Responsibilities

The Authority will provide access to all building automation equipment covered by this agreement. Additionally, the Authority will provide and maintain a secure internet connection for the exclusive use of the Successful Proposer.

F. Parts

- a. The Successful Proposer must maintain, in their emergency service call vehicles, an adequate spare parts inventory relevant to the Authority's Teletrol Building Automation System, that will allow them to make on site repairs.
- b. The Successful Proposer must also have the ability to secure and acquire any necessary parts not in their possession within 12 hours.

G. Hours of Service

All base price maintenance services will be performed during normal business hours. Business hours, for the purpose of this contract, are Monday through Friday between the hours of 7:00 AM and 3:30 PM. Any labor or services required by the Authority to be performed outside of business hours will be paid by the Authority at the rates set forth in Required Form F – Proposed Pricing and Fee Structure.

Term

The Agreement will begin on the Effective Date, and unless sooner terminated in accordance with the contract, will be for a two (2) year term. Prior to the conclusion of the current Agreement's term, the Authority has the sole option to renew the contract for up to an additional three (3) years.

IV. RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

The Proposer's written response, which details the experience and expertise of the Proposer to perform the **TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES**, is due no later than **Friday, December 17, 2021**.

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" and "Current Bids/Proposal Opportunities" beginning on Monday, November 15, 2021. The Authority requests that all Proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by email, referencing RFP #2021-21-M **TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES** to mpeaprocurement@mpea.com to register Proposer's company as a document holder.

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

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

The Authority will accept questions, in writing via e-mail, until 12:00 PM Central Time, on **Monday, November 29, 2021**. Questions should be submitted in writing to mpeaprocurement@mpea.com. A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website by **Friday, December 3, 2021**.

RFP submittals are due no later than **12:00 PM Central Time, on Friday, December 17, 2021**. Interested parties must submit an electronic version (PDF and/or Word) of its proposal via email to mpeaprocurement@mpea.com, or via a secure file sharing platform such as Dropbox or similar, before the deadline. The email must reference the RFP #2021-21-M. The electronic copy must include Required Form F, PROPOSED PRICING AND FEE SCHEDULE and Required Form I, Special Conditions Regarding Minority and Women Owned Business Enterprises as separate PDF files.

At this time, MPEA is suspending receipt of hardcopies.

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

A timeline showing the key dates for the RFP process is provided as Exhibit 1.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Proposals received after 12:00 PM Central Time, on **Friday, December 17, 2021** may be deemed non-responsive and ineligible for consideration.

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

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

the deadline date at which time it will be considered final.

RFP SUBMISSION REQUIREMENTS

Interested Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should provide a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements and the completeness and clarity of content. The following provides an outline of the information to be included in the submittal. This outline is not all-inclusive and Proposers can add information as deemed appropriate.

Proposers should include an Index/Table of Contents that shows page locations of each heading of the required content, as well as additional exhibits provided as part of the submittal.

Proposal Submission

1) Qualifications and Experience

- A. Complete Required Form C – Statement of Qualifications, and supplement it with additional pages and materials describing in detail the Proposer's current and previous experience, that are similar in scope and magnitude to the Services required by the Authority as described in this RFP. Additionally, Proposer must provide additional pages and materials describing, in detail, projects in which the Proposer has installed new or retro-fitted Teletrol Building Automation Systems.

Specifically list projects for which your company has provided building automation system maintenance service to Teletrol Building Automation Systems (or comparable) with the past three (3) years. Please include the following information for each:

- i. the name and location of the project
- ii. the size and scale of the project
- iii. the scope of services provided
- iv. references for each project (include name, address, email, and telephone numbers of key individuals who may be contacted)

Specifically list three (3) projects for which your company is currently providing building automation system maintenance service to Teletrol Building Automation Systems (or comparable). Please include the following information for each:

- i. the name and location of the project
- ii. the size and scale of the project
- iii. the scope of services provided
- iv. references for each project (include name, address, email, and telephone numbers of key individuals who may be contacted)

Specifically, list projects for which your company installed new or retro-fitted Teletrol Building Automation systems. Please include the following information for each:

- i. the name and location of the project
- ii. the size and scale of the project
- iii. the scope of services provided
- iv. references for each project (include name, address, email, and telephone numbers of key individuals who may be contacted)

- B. Provide the total number of personnel, including their titles and availability to assist in the delivery of maintenance services as specified herein. Highlight their work in engagements for which they have provided similar services, educational background and years of experience and employment history, particularly as it relates to the scope of services specified herein.
- C. Furnish copies of all business and professional licenses and permits necessary and standard for the Service, including your company's Teletrol System certification.

3) **Pricing and Fee Structure**

Proposer must complete Required Form F – Proposed Pricing and Fee Structure and submit as separate PDF file.

The Proposer must provide a total base price for all of the services detailed in Section III Scope of Services, for 128 hours of maintenance services. The Proposer must also provide hourly rates for services not covered in the 128 hours of maintenance services. Additionally, the Proposer must provide the percentage discount off the most current, published U.S. list price for Teletrol and Alerton manufactured parts at the time of purchase, as well as all other relevant parts that are not Teletrol or Alerton manufactured parts. Proposer must also provide the most current Teletrol and Alerton price list within their Pricing and Fee Structure separately sealed envelope.

4) **Required Forms**

In addition to the information required above, Proposals must contain the following completed items attached to this RFP:

- Required Form A – Form of Transmittal Letter
- Required Form B – Statement of Business Organization
- Required Form C – Statement of Qualifications and IRS Form W-9
- Required Form D – Proposer Certifications
- Required Form E – Disclosure of Lobbyists
- Required Form F – Proposed Pricing Structure
- Required Form G – Notification of Exceptions
- Required Form H – Insurance Requirements

V. RFP EVALUATION CRITERIA

EVALUATION PROCESS

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

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

Evaluation Criteria

In evaluating the Proposals, the Authority will consider the administrative compliance, Proposer Responsibility and Responsiveness, as well as the following criteria:

1. The Proposer's relevant qualifications and experience maintaining and/or servicing systems, as described in Section III Scope of Services.
2. The quality of the experience of the Proposer's personnel.
3. The availability of Proposer's full-time key personnel assigned to perform the Services described herein.
4. The Proposer's references and if not provided, whether the Proposer has included information as to why such references were excluded.
5. Reasonableness and competitiveness of proposed pricing and fee structure.

Evaluation and Award Process

The evaluation and award process are as follows:

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

VI. CONDITIONS, DISCLAIMERS AND DISCLOSURES

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

Signing Forms

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

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

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

Ownership of Proposals

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

Improper Practices

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

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

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

Interpretation

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

Multiple Awards

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

No Criminal/Civil Liability

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

Vendor Ethics

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

Insurance Requirements

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

Freedom of Information Act

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

Confidentiality

Except with the Authority's approval, the Proposer shall not directly or indirectly disclose, divulge or communicate to any

person, firm or corporation, other than the Authority or its designated representatives, or as required by law, any non-public information which it may have obtained during the RFP process concerning any matter relating to the work or regular business of the Authority.

Taxes

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

Rejection of Proposals

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

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

Protests

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

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

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

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

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

Re: **TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICE RFP #2021-21-M**

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

1. I have full authority to bind Proposer with respect to this response to the Request for Proposals and any oral or written presentations and representations made to the Authority.
2. (Full legal name of Proposer) has read and understands the Request for Proposals and is fully capable and qualified to provide the goods and or services as described within this Request for Proposals.
3. I have read and understand the Request for Proposals, including addenda numbers _____. If none were issued, indicate "NONE".
4. (Full legal name of Proposer) understands that the Metropolitan Pier and Exposition Authority will rely on Proposer's response to the Request for Proposals and Proposer agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. (Full legal name of Proposer) agrees to hold its Proposal open for a period of 60 days from the date and time established for notification of award, and, if requested by the Authority, for an additional 30 days thereafter.
6. If requested by the Authority, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist the Authority in evaluating its Proposal.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.
8. Proposer understands that the Authority will rely upon the material representations set forth in the Request for Proposals and that Proposer has a continuing obligation to update any information which changes or which Proposer learns to be incorrect.
9. It is understood that if submitting a hardcopy, an original and multiple copies of the Request for Proposals have been submitted for consideration. Proposer warrants that all copies are identical to the original in all respects.
10. Proposer acknowledges that any comments, requests or exceptions to EXHIBIT II Form of Agreement or any other requirements stated in this procurement have been identified on REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS.
11. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for **TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICE** with the Authority in accordance with Exhibit II Form of Agreement.

12. I declare that all Required Forms A through G have been examined by me and to the best of my knowledge and belief are true, correct, and complete.

Signed: _____

Typed/lettered name of signatory

As: _____

(Relationship to Proposer/Title/etc.)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICE

PROJECT NUMBER: 2021-21-M

PROPOSER: _____

Note: Each Proposer is obligated to notify the Authority of any changes in its ownership or in its officers and directors at the time such changes occur if the change occurs during bid evaluation or during the Contract term.

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

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

2. If the Proposal is submitted by a partnership, answer questions listed below:

- (a) Firm Name _____
- (b) Official Address _____
- (c) Fax Number _____
- (d) Telephone Number _____
- (e) FEIN _____

(f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization.

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 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
 Other _____

(Please attach copy of current certification letter.)

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES

PROJECT NUMBER: 2021-21-M

PROPOSER: _____

Proposer 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 Proposer has been engaged in the business under the present firm name.

Number of consecutive years at this location: _____.

Date when business was organized _____.

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

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

4. List below 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_____

5. List below one (1) bank reference:

Company Name _____

Contact_____

Title_____

Address_____

Telephone_____ Email address_____

Length of Relationship_____

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

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

If yes to either question, provide details. _____

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

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

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

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

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

13. Has Proposer ever forfeited a performance bond? _____ If yes, provide details.

14. Proposer has attached 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.

15. Proposer has attached a completed IRS W-9

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

17. Identify below the Proposer's contact person for purposes of responding to any questions the Authority may have:

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT: TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES

PROJECT NUMBER: 2021-21-M

PROPOSER: _____

CHECK BOX(ES) TO CERTIFY.

If Proposer is unable to certify to any of the statements below, please provide an explanation.

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

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

- [] Proposer and its employees and subcontractors shall comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and the rules applicable to each as well as the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).
- [] Neither Proposer, nor any of its affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds a pecuniary interest in the Proposer's organization has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.
- [] Proposer is not in arrears to the State of Illinois for any debts whatsoever (including but not limited to back taxes). Further, the undersigned certifies that the Proposer has not defaulted on any other project with the State of Illinois, US Federal Government, or any governmental entity of Cook County or the City of Chicago.
- [] Proposer is in compliance with the Illinois Lobbyist Registration Act (25 ILCS 170/8) and acknowledges specifically, that contingent fees are prohibited. No person shall retain or employ another to lobby with respect to any legislative, executive, or administrative action for compensation contingent in whole or in part upon the outcome of the action and no person shall accept any such employment or render any such service for compensation contingent upon the outcome of the legislative, executive, or administrative action.

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT: TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES

PROJECT NUMBER: 2021-21-M

PROPOSER: _____

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

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

B. CERTIFICATION

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

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

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

REQUIRED FORM F – PROPOSED PRICING STRUCTURE

TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES #2021-21-M

PROPOSER

Proposer must complete Required Form F – Proposed Pricing Structure and submit as separate PDF file.

1. Base Price for Maintenance Services

The Proposer must provide a total Base Price in the space provided below for all services detailed in Section III Scope of Services for one hundred twenty-eight (128) hours of maintenance services. All operating expenses associated with the maintenance and services, including without limitation, wages, prevailing wages, payroll taxes, benefits, materials, equipments, tools, parts, supplies, preventative and remedial maintenance contracts and training fees, must be included in the Proposer’s total Base Price offer.

Services requested by the Authority as part of this contract that are not scheduled maintenance will not be subject to any minimum service charges or any travel time.

The Authority will not reimburse out of pocket expenses, such as travel, and parking fees incurred while performing services requested by the Authority.

| | HOURLY RATE | TOTAL HOURS | TOTAL BASE PRICE |
|---|-------------|-------------|------------------|
| Maintenance Service (as described in this RFP) | \$ | 128 | \$ |

2. Hourly Rates for Additional Services

Proposer must provide hourly rates for additional **on-site** services not covered in the Base Price that are requested and approved by the Authority. Emergency Service calls encompass any services requested outside of normal business hours.

| | HOURLY RATE |
|--|-------------|
| Additional Service Calls during Business Hours | \$ |
| Emergency Service Call | \$ |

3. Percentage Discount

Proposer must provide the percentage discount off the most current, published U.S. list prices for Teletrol manufactured parts at the time of purchase, as well as all other relevant parts that are not Teletrol manufactured parts. Proposer must provide the most current Teletrol price list as an attachment to this Required Form F.

| PART DESCRIPTION | PERCENTAGE DISCOUNT |
|-----------------------------|---------------------|
| Teletrol Manufactured Parts | |
| Alerton Manufactured Parts | |
| All Other Relevant Parts | |

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES

PROJECT NUMBER: 2021-21-M

PROPOSER: _____

The Proposer understands and agrees that:

PLEASE CHECK ONLY ONE:

- PROPOSER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2021-21-M. PROPOSER ACCEPTS THE TERMS AND REQUIREMENTS OF THIS RFP AND THE FORM OF AGREEMENT AND AGREES TO SIGN THE AGREEMENT IN SUBSTANTIALLY THE FORM OF EXHIBIT 2 IF IT RECEIVES THE CONTRACT AWARD. ADDITIONALLY, PROPOSER UNDERSTANDS THAT CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.
- PROPOSER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2021-21-M. PROPOSER HAS ATTACHED A DETAILED MARK-UP OF ALL EXCEPTIONS AND/OR ADDITIONS, A DETAILED EXPLANATION OF SAID EXCEPTIONS WITH ALTERNATIVE LANGUAGE AND PLACEMENT IN THE EXCEPTED AGREEMENT TERMS TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS. ADDITIONALLY, PROPOSER UNDERSTANDS THAT ADDITIONAL CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.

REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: TELETROL BUILDING AUTOMATION SYSTEM MAINTENANCE SERVICES

PROJECT NUMBER: 2021-21-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 | \$15,000,000.00 |
| Products Liability/Completed Ops. Aggregate | \$1,000,000.00 |
| Each Occurrence | \$10,000,000.00 |
| Personal & Advertising Injury | \$1,000,000.00 |

b. Workers' Compensation and Employer's Liability

| <u>Coverage</u> | <u>Limit</u> |
|-------------------------|----------------|
| Workers' Compensation | Statutory |
| Employer's Liability | |
| Each Accident | \$1,000,000.00 |
| Disease – each employee | \$1,000,000.00 |
| Disease – Policy Limit | \$1,000,000.00 |

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

c. Automobile Liability (If Applicable)

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

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

d. Umbrella Coverage

| | |
|------------------------------|----------------|
| Per occurrence and Aggregate | \$1,000,000.00 |
|------------------------------|----------------|

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

f. **Contractors Pollution Liability** \$1,000,000.00

2. All insurance companies providing coverage must be rated A-VII or better by the A. M. Best Company.
3. Proposer's assumption of liability is independent from, and not limited in any manner by, the Proposer's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by Proposer to the Authority as a result of the liability provisions of the Agreement shall be paid on demand.
4. Proposer insurance shall be primary and non-contributory with any insurance or self-insurance programs maintained by the Authority.
5. All coverage, with the exception of professional liability policy, must contain a Waiver of Subrogation in favor of the MPEA.
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 indemnify and hold harmless the Authority to the same extent that Proposer is required to do so as provided in this Agreement. Proposer assumes all responsibility for monitoring subcontractor's contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services. As an alternative, Proposer may include its subcontractors as additional insured on its own coverage. In the event that the subcontractors are included as additional insured, Proposer agrees to provide Workers' Compensation for subcontractors and their employees.

If at time of proposal submission, Proposer is requesting that the Authority waive the limit requirement for subcontractor(s) performing services, Proposer must identify the name of the subcontractor, the nature of the services provided by the subcontractor, the type of coverage to be waived, and the proposed limit.

9. Upon receipt of notice from its insurer, the Proposer will provide the Authority at least thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' written notice due to non-payment of premium).

EXHIBIT I. TIMELINE

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

| | |
|---------------------------------------|---------------------------|
| Request for Proposals (RFP) is issued | Monday, November 15, 2021 |
| Pre-Submittal questions due | Monday, November 29, 2021 |
| Answers to questions issued | Friday, December 3, 2021 |
| Proposals Due | Friday, December 17, 2021 |

EXHIBIT II. FORM OF AGREEMENT (Posted as separated WORD document)
