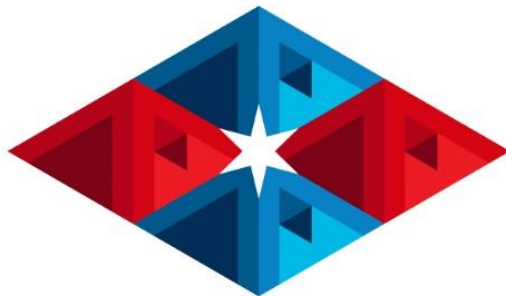


METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
IFB # 2022-11-M

Metropolitan Pier and Exposition Authority GLASS SUPPLY & REPAIR

Invitations for Bids (“IFB”)
2022-11-M



McCORMICK
SQUARE • PLACE • MPEA

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
IFB # 2022-11-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 mpeaprourement@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: Wednesday, July 20, 2022

PRE-BID AND SITE VISIT: Thursday, August 4, 2022
9:30 am, 301 E CERMAK ROAD, 5TH FLOOR BOARD ROOM
Click [here](#) for registration

QUESTIONS DUE: Monday, August 8, 2022, by 12:00 Noon CST
to:
mpeaprourement@mpea.com

ADDENDUM ISSUED BY: Friday, August 12, 2022

BIDS DUE: Friday, August 26, 2022 by 12:00 Noon CST
Hard copy Bids will not be accepted at this time.
All Bids must be submitted electronically to:
mpeaprourement@mpea.com

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(PDF AND EXCEL FILES POSTED SEPARATELY)**

ATTACHMENTS:

FORM OF CONTRACT

(POSTED AS SEPARATE WORD DOCUMENT)

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

1.1 General Information

The Metropolitan Pier and Exposition Authority (“Authority”) is a political subdivision, unit of local government, body politic and Municipal Corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 et seq. (the “Act”). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois. The Authority owns and maintains McCormick Place®, an exhibition and convention center located at 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

“WBE” means Women 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 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.

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“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.

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III. INSTRUCTIONS 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:

[Doing Business – MPEA](#)

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 requested 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 **Friday, August 26, 2022, at 12:00 pm CST**. Bids received after this time will be deemed non-responsive and ineligible for consideration for a Contract related to **IFB # 2022-11-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 as non-responsive.

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The Bid Package must include the following:

1. Required Form A - Bid Form
 2. Required Form B - Statement of Bidder's Business Organization
 3. Required Form C - Statement of Bidder's Qualifications and W-9. The Bidder shall submit copies of all certifications, licenses and financials, which are required as part of the Bid qualification process, in addition to any additional requirements and documentation attesting to Bidder's abilities as required by the Statement of Bidder's Business Organization including but limited to all statements detailing experience in the required fields of work.
 4. Required Form D - Bidder/Proposer Certifications. Bidders must be certified to provide and/or repair the specified items.
 5. Required Form E – Form of Transmittal Letter
 6. Required Form F – Disclosure of Lobbyists
 7. Required form G – Notification of Exceptions
 8. Required Form H – Insurance Requirements and Certificate of Insurance
 9. The MPEA has an overall program goal of 25% MBE and 5% WBE participation on all contractual expenditures. Bidders are required to complete the MBE/WBE Compliance Plan or request for waiver and demonstration of Good Faith Efforts.
- B.** 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 prohibitions on political contributions that set forth in the MPEA Act, as amended.

C. Bids must be signed as follows:

- (1) If the Bidder is a corporation or limited liability company, the Bid must be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation or manager of the company, with the designation of his/her official capacity, and attested properly. The Bid must show the state in which the corporation is chartered. If the business organization is not chartered in the State of Illinois, the Bid must show whether or not it is licensed to transact business in the State of Illinois.
- (2) If the Bidder is a firm or partnership, the Bid must be signed in the name or style under which the organization is doing business, by the partner, proper officer, or officers

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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.
- D. 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.
- E. ANY NON-CONFORMING BID OR BID RECEIVED AFTER THE DUE DATE AND TIME SHALL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION.**
- F. Written modifications (via email – mpeaprocurement@mpea.com) of Bids shall be considered only if received prior to the time stated for receipt of Bids. The email must be labeled "MODIFICATIONS TO SEALED BID", NO TELEPHONE OR ORAL MODIFICATIONS SHALL BE ACCEPTED OR CONSIDERED.**
- G. Any Bidder may withdraw its Bid by letter, email, or in person with proper identification at any time prior bid due date. NO TELEPHONE REQUEST TO WITHDRAW A BID SHALL BE ACCEPTED OR CONSIDERED.**

3.5 FREEDOM OF INFORMATION ACT

This IFB and resulting contracts are subject to disclosure pursuant to the Illinois Freedom of Information Act ("FOIA," 5 ILCS 140/) and other applicable laws and rules. Bids may be made available for public inspection and copying and if the bidder believes certain information is exempt from public disclosure under FOIA, the Bidder must clearly mark those portions of its Bids as being "Confidential" and request confidential treatment. The Bidder 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 Bidder will be responsible for any costs or damages associated with the Authority's defending the Bidder's request for exempt treatment.

3.6 CONTRACT TERM

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

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

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

3.7 ADDENDA AND INTERPRETATIONS

- A. No oral interpretation of the meaning of the Bid Documents will be made to any Bidder.
- B. If a material change is to be made to the Bid Documents, it will be issued in the form of a written Addendum which will be e-mailed to all those prospective Bidders who registered as document holders and will also be available for download on the MPEA website at www.mpea.com. 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 bid due date.
- 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. Notwithstanding the foregoing, the Authority hereby reserves the right to cancel this IFB, to reject or to accept any or all Bids that, in its judgment, shall be in the best interest of the MPEA.

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

3.9 INSTRUCTIONS FOR EXECUTING CONTRACT

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

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

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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

Bids will be canvassed on the basis of (a) bidder responsiveness, (b) bidder responsibility and (c) the Lowest Total Sum of prices.

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 coverages and requirements specified in **REQUIRED FORM H** insuring all operations related to the contract.

3.17 SPECIAL CONDITIONS REGARDING MINORITY & WOMEN BUSINESS ENTERPRISES

In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 the Authority has adopted and maintains a minority and female owned business enterprise procurement program for any and all work undertaken by the Authority with goals of 25% MBE and 5% WBE participation.

When selecting providers of goods and services, the Authority is authorized to make direct awards to qualified MBEs and WBEs to fulfill its commitments under the Act. Accordingly, the Authority invites certified MBEs and WBEs to submit Proposals for consideration in response to this IFB.

If Bidders cannot meet the MBE and WBE goals, a request for waiver along with evidence of good faith efforts must be submitted with the bid.

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

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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.

3.19 PROTESTS

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

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

All protests or challenges concerning the process, ambiguities or defects of the IFB must be submitted within seven (7) calendar days after publication of the IFB. All protests or challenges concerning the selection of the Successful Bidder must be asserted within seven (7) calendar days after the notification of award of the Successful Bidder. 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 IFB process or selection of the Successful Bidder

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REQUIRED FORM A

BIDS SUBMITTED BY:

TO: THE METROPOLITAN PIER AND EXPOSITION AUTHORITY

mpeaprourement@mpea.com

COMMITMENT TO ENTER CONTRACT

A. This is to certify that the undersigned, _____, hereinafter referred to as the Bidder, has read (1) the Advertisement, (2) the Instructions to and Requirements of Bidder, and (3) the Scope/Specifications issued by the Metropolitan Pier and Exposition Authority, hereinafter referred to as the "Authority", and acknowledges receipt and review of Addenda (enter addenda number(s)) and that the Bidder has made all 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 and to furnish all the items and/or services required under the Contract.

C. The detailed unit prices will be honored in accordance with the required Bid Form (attached to scope in Exhibit 1)

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

Signatory's Name _____

Title _____

Address _____

Email _____

Phone Number _____

The final agreement(s) are routed electronically for e-signatures.

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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 responsive, responsible bid.

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

(REMAINDER OF THIS PAGE IS BLANK)

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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 _____ E-Mail _____

Location of facility where inventory is maintained:

Address _____

Telephone _____

E-Mail _____

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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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

NOTARY PUBLIC

(SEAL)

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**REQUIRED FORM B
STATEMENT OF BUSINESS ORGANIZATION**

BIDDER NAME _____

NAME OF PROJECT: **GLASS SUPPLY & REPAIR**
BID NUMBER: **#2022-11-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

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(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)

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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 _____, 2022

NOTARY PUBLIC

(SEAL)

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**REQUIRED FORM C
STATEMENT OF QUALIFICATIONS**

BIDDER NAME _____

NAME OF PROJECT: **GLASS SUPPLY & REPAIR**
BID NUMBER: **#2022-11-M**

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

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

Number of consecutive years at this location: _____.

Date when business was organized _____.

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

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

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

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

(1) _____

(2) _____

(3) _____

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

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

(1) _____

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(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 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:

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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. Provide evidence of the ability to provide insurance coverage as specified in Required Form H.

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

If yes to either question, provide details. _____

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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 at this time 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. _____

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

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

(Signature)

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**REQUIRED FORM
BIDDER CERTIFICATIONS**

BIDDER NAME _____

NAME OF PROJECT: **GLASS SUPPLY & REPAIR**
BID NUMBER: **#2022-11-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 Proposer's organization have not made any contributions to any political committees established to promote the candidacy of any declared candidate for the office of Mayor of Chicago or Governor of Illinois in violation of the restrictions in 70 ILCS 210/25.5(a).
4. Neither Bidder, nor its agents, officers or employees, is barred from contracting with any unit of state or local government as a result of being convicted of bid-rigging, as defined in Section 33E-3 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3) or of bid-rotating, as defined in Section 33E-4 (720 ILCS 5/33E-4) or of any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.
5. Bidder will, pursuant to 720 ILCS 5/33E-6, report to the Illinois Attorney General and Cook County State's Attorney any prohibited communication that would constitute interference with contract submission and award by a public official.
6. Pursuant to 775 ILCS 5/2 105, Bidder complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies.
7. Bidder will, pursuant to the Drug Free Workplace Act (30 ILCS 580), provide a drug free workplace. Bidder certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of \$5000 or more with individuals, and to entities with twenty-five (25) or more employees.

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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).

9. Neither Proposer, nor any of its affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds a pecuniary interest in 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.

10. 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

My name is _____.

B. I am (*Please choose one of the following and fill in the name of the Bidder*):

(i) the sole proprietor of _____
Name of Bidder

(ii) a partner in _____
Name of Bidder

(iii) I am the _____ of _____
Title Name of Bidder

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
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This certification is attached to and is a part of the Bid submitted to the Metropolitan Pier and Exposition Authority on behalf of Bidder.

Signature _____

Date _____

State of _____)

) SS

County of _____)

Subscribed and sworn to before me this

____ day of _____, 2022.

NOTARY PUBLIC

(SEAL)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
IFB # 2022-11-M**

**REQUIRED FORM E
FORM OF TRANSMITTAL LETTER**

[To be duplicated and completed on Bidder's firm letterhead]

(Date)

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

Re: Glass Supply & Repair

Dear Director of Procurement,

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") 2022-11-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 60 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# 2022-11-M with the Authority in accordance with the FORM OF CONTRACT attached to this Invitation for Bids and to supply all of the items or services required.
8. Neither I nor Bidder has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.
9. Bidder understands that the Authority will rely upon the material representations set forth in the Bid and that Bidder has a continue obligation to update any information which changes, or which Bidder learns to be incorrect.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
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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.)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
IFB # 2022-11-M
REQUIRED FORM F**

DISCLOSURE OF LOBBYISTS

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Board of the Metropolitan Pier and Exposition Authority ("MPEA") has determined that all bids, proposals and contracts requiring Board approval must be accompanied by a statement disclosing information about Lobbyists.
2. "Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. Subconsultants or subcontractors hired by the Applicant who do not fit this definition are not considered Lobbyists.
3. In particular, the Applicant must disclose the name of each such person, his/her business address, the nature of the relationship, and the amount of the fees paid or estimated to be paid. All Lobbyists must be disclosed.
4. If the Applicant is uncertain whether a disclosure is required under this Section, the Applicant must either ask the MPEA whether disclosure is required or make the disclosure. The Applicant is not required to disclose employees who are paid solely through the Applicant's regular payroll or sub-contractors.
5. MPEA prohibits the participation of Lobbyists when the payment to the Lobbyist is contingent on the award to the party of a contract. (Contingency Fee Agreements).

B. CERTIFICATION

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

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

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

The Undersigned understands and agrees that:

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

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

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
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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: _____

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
IFB # 2022-11-M**

**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, IFB #2022-11-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, IFB #2022-11-M and has attached them to this Required Form G, Notification of Exceptions. Bidder must redline the Form of Contract with listed exceptions.

Signed: _____

(Typed/lettered name of signatory)

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

Date: _____

**REQUIRED FORM H
INSURANCE
REQUIREMENTS**

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

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

Commercial General Liability

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000.00
Premises-Operations	
Products Liability/Completed	
Oper. Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Contractual Liability	
Independent Contractors	

Workers' Compensation and Employer's Liability

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$ 1,000,000.00
Per Employee - Disease	\$ 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.

Automobile Liability

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage	
Combined Single Limit Each Accident	\$1,000,000.00
Uninsured/Underinsured Motorist -	

Occurrence \$1,000,000.00

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

Umbrella Coverage \$5,000,000.00

Coverage must be in excess of and provide coverage as broad as the underlying Commercial General Liability, Commercial Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage listed.

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company. Any deviation from this rating must be approved by the Risk Management Department.
3. Supplier's assumption of liability is independent from, and not limited in any manner by, the Supplier's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Supplier to the Authority as a result of the liability provisions of the Contract shall be paid on demand.
4. Supplier expressly understands and agrees that any insurance or self-insurance programs maintained by the Authority shall apply in excess of and not contribute with insurance provided by them under the Agreement.
5. Policies should be written on an occurrence basis.
6. All coverages must contain a Waiver of Subrogation in favor of the MPEA
7. All policies must amend the other insurance clause to be Primary and Non-Contributory with any insurance or program of self-insurance maintained by The Metropolitan Pier and Exposition Authority for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its facilities, agents, officers, board members and employees are named as an additional insured.
9. Any subcontractors of the contractor shall be required to maintain and provide the same insurance as listed in these requirements, or the contractor can name the subcontractor as a named insured on their policies. The limits for subcontractors shall be agreed upon by both the contractors and the MPEA Risk Management Department.
10. If policies are canceled, non-renewed, or a material change has occurred for any reason, the contractor must provide a 60-day prior written notice via certified mail. A 10-day prior written notice must be given for non-payment of premium.
11. The contractor must furnish MPEA's Risk Management Department with an original certificate of insurance, with any additional insured endorsement, prior to the execution of the contract, and at any renewal.
12. Any deductible or self-insured retention for insurance coverage must be the responsibility of the contractor.
13. Any insurances provided by the contractor will in no way limit or restrict the contractor's responsibilities stated within the contract or by law.
14. The required insurance to be provided by the contractor shall not be limited by indemnification language stated in this contract.
15. At its discretion, the MPEA Risk Management Department has the right to modify and/or delete these insurance requirements.

EXHIBIT 1
SCOPE OF SERVICES

The Authority is seeking a qualified and experienced Contractor to provide Glazing Services including but not limited to repair, replacement, installation, and furnishing glass and related materials on an as-needed basis.

1.1 CONTRACTOR REQUIREMENTS

Contractor is responsible for furnishing all labor, materials, equipment, scaffolding, staging, etc., necessary for and incidental to providing and installing all glass and glazing, which includes the removal of all broken or damaged glass from the site, in the various buildings at the locations listed below or other locations which may be subsequently added.

MCCORMICK PLACE:

Lakeside Center	2301 South Lake Shore Drive	Chicago, IL 60616
North Building	450 East 23 rd Street	Chicago, IL 60616
South Building	2301 South Mines Dr.	Chicago, IL 60616
Energy Center	2211 S. Martin Luther King Dr.	Chicago, IL 60616
West Building	2302 South Prairie	Chicago, IL 60616
Corporate Center	301 East Cermak Road	Chicago, IL 60616
Wintrust Arena	200 East Cermak Road	Chicago, IL 60616

Contractor may be requested to replace glass at the ABC Building, located at 330 E Cermak Road, and for the various pylons located outside around the McCormick Place Campus.

THE TERM “REGULAR BUSINESS HOURS” FOR ALL PURPOSES UNDER THIS CONTRACT MEANS SERVICE PERFORMED MONDAY THRU FRIDAY, DURING THE HOURS FROM 7:00 AM THROUGH 3:30 PM.

All Service and installation will be subject to the Authority’s schedule of events and must be scheduled and approved by the Authority’s representatives.

Installation Requirements:

- A. The Authority will request a written estimate and/or proposal on all work. The estimate will include, at a minimum:
 - 1. a brief description of the work
 - 2. the date of service
 - 3. location of glass
 - 4. type of glass
 - 5. square footage of piece of glass
 - 6. number of people required for installation
 - 7. equipment required for installation, if necessary (crane or aerial lift)

8. number of hours needed to make the repair (which should include any and all time necessary to make the repair)
-
- B. The Contractor shall not commence any work under this contract until the Contractor has obtained the approval and been issued a purchase order number from the Authority's designee. This number must appear on all of the Contractor's job invoices and/or tickets and billings.
 - C. The Contractor and its employees shall provide a job ticket with a brief description of the Services rendered, work order number, purchase order number, name(s) of installer(s), number of hours used to make repair, and location in the facility. A copy of the job ticket must be left with the Authority's representative after each job.
 - D. At the completion of each job, the Contractor 's employees shall report to the Authority's designee for approval of work.
 1. Contractor's job invoice and/or ticket shall be signed by the Authority's designee.
 2. Contractor shall leave signed copy with the Authority's designee.
 3. A separate job invoice and/or ticket will be written for each purchase order issued.
 4. Required information on all Contractor 's job invoices and/or tickets are as follows:
 - Facility name and/or job location, date of service, number of people, and number of hours used to make the repair.
 - Authority purchase order number.
 - Detailed description of work performed.
 - E. The Contractor shall maintain records of all work, maintenance, and repair provided under this Agreement and shall furnish copies of same to the Authority's designee if requested.
 - F. The Authority and its representative shall, at all times, have access to the work wherever it is in preparation or progress and the Contractor shall provide for such access and inspection.

1.2 QUALIFICATIONS AND EXPERIENCE

The Contractor must be experienced and qualified to perform all services as described, be familiar with the various types of glass needed by the Authority, and maintain an adequate inventory of glass, accessories, and supplies and have the means to source less common or custom glass.

The Contractor must be regularly engaged in, experienced, and knowledgeable in commercial and industrial glass repair, replacement, board-up, and/or glazing service business.

The Contractor agrees to furnish all labor and supervision, supplies, materials, tools, equipment, and any other cost to satisfy the requirements of this contract or related to providing the Service as detailed herein, and the Contract documents prepared by the Authority.

- A. All supplies and materials used to meet the specifications must be of first or best quality and all equipment must be maintained in good, safe mechanical order with standby equipment available.
- B. The Contractor shall be required to perform said Services with its own employees and maintain, and/or have the source to obtain, adequate personnel to fulfill the contract requirements.
- C. The Contractor shall provide capable, qualified, and thoroughly trained personnel to do the work assigned to them.
- D. The Contractor shall provide employees who are physically able to do their assigned work.
- E. The Contractor shall ensure that personnel observe all rules and regulations in effect in the building or on the job site and to comply with all instructions issued by the Authority's designee.
- F. The Authority shall have the right, at any time, to request removal from the job site of any employee(s) of the Contractor whom the Authority deems to be unsatisfactory for any reason. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with a substitute employee(s) having appropriate skills and training.
- G. The Contractor shall be responsible for damage to the Authority's property or theft of the Authority's property by Contractor's personnel. The Contractor shall also be responsible that all articles found by its employees are turned in at a designated place.

The Contractor's employees shall be required to comply with all instructions issued by the Authority or its designee. The Contractor and its employees will comply with the building security procedures.

The Contractor shall maintain and have current all municipal, county, state, and/or federal license(s) that are applicable and required for their trade.

It is the sole responsibility of the Contractor to acquire the necessary licenses, permits, etc. to perform any and all services associated with this Contract. The Contractor will bear all liability arising from its failure to secure the required licenses, permits, etc.

Successful Bidder shall provide a Certificate of Insurance in accordance with the Authority's requirements.

1.3 STANDARD OF PERFORMANCE

All Services required must be performed with that degree of skill, care, and diligence normally shown by a professional performing work of comparable scope, purpose and magnitude. The Contractor will be an independent Contractor, and not an agent or employee of the Authority.

The Contractor shall be responsible for providing quality service at the aforementioned facilities as directed by the Authority's designee.

Delays in providing emergency service are unacceptable. The Contractor's personnel shall report to the specified work location within **TWO (2) HOURS** after notification of the emergency. Repeated failure to furnish this Service within the specified time shall be grounds for termination.

The Contractor shall visit the sites and familiarize itself with the existing conditions to fully understand the scope, and any potential difficulties, prior to the execution of this Contract. The submission of a Bid will be construed as evidence that such an examination has been made and later claims for labor, equipment, and materials required or for difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

The Contractor shall protect from damage all parts of the present building liable to injury by its operations and shall, at its own expense, repair or pay for all damage to the satisfaction of the Authority.

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

The Contractor is responsible for field verification of all measurements and conditions and shall install all of its work based on actual measurements. The Contractor is responsible for all of its work fitting into place in a satisfactory and workmanlike manner subject to the approval of the Authority. The replacement glass must be of the same quality, type, pattern, and shading as the existing glass as provided by original glass manufacturer.

BROKEN GLASS:

All glass must be left whole, free from cracks or other defects. Remove and replace all broken or defective glass. Broken glass must be disposed of. Contractor must not use the Authority's open boxes to dispose of broken glass.

All glazing shall be done at the building site by skilled and experienced glaziers. All glass shall be set, bedded, and back face puttied in putty, sealant, or gaskets. All glass must be cleaned after setting.

All putty or sealant shall be left smooth, free from finger marks, and other defects.

If putty or sealant shrinks, crawls, or falls out within one (1) year after completion or any glass breakage occurs because of improper sprigging or fastening, the glazier shall re-putty or re-glaze the work and reimburse the Authority for any incidental expense for repainting or other work in connection.

The Contractor shall, at all times, keep the premises free from accumulations of waste materials or rubbish caused by its employees or work and shall remove all its rubbish at the completion of its work to the total satisfaction of the Authority.

Glazing materials to be installed or reinstalled in any hazardous location on the Authority's property must be in strict accordance with test requirements of ANSI Standard Z-97.1 or latest revision thereof in accordance with PA 77-112 of the Safety Glazing Materials Act (430 ILCS 60/) and subsequent requirements as set forth by the Department of Labor and which minimizes the probability of cutting and piercing injuries. Hazardous locations mean any installation or reinstallation of glazing material in public, commercial, or residential buildings and any dwelling where such location poses a barrier to a normal path traveled by persons or inadvertently considered as a means of entry or exit.

1.4 RATES

The Contractor shall be paid for the Services performed based on the **Per Square Foot Rate (Installed)**. This rate includes the following:

- the Contractor's hourly labor wage rate, fringe benefits (health and welfare, pension, etc.) as well as all employer expenses for FICA, workmen's compensation, liability insurance, unemployment insurance, and any other municipality, state, or federal requirement regarding employees
- all glass, set up charges, packaging, and all freight
- the number of people necessary per hour to install the glass per the bid form and the Contractor's rack schedule
- all supplies, equipment, cost and expenses for trucks, and/or vehicles, tools, equipment (this includes crane with operator or aerial lift with operator if necessary) associated with the repair, estimating, call-back supervision, and administrative overhead and profit. **The Authority does not pay for travel time.**

This list is not all inclusive – Contractors must include any and all costs associated with the Services not listed above.

Contractors must provide a "per square foot installed price" for all the different types of glass listed in glass listings by location, available in Exhibit 2, Bid Form.

Contract will be awarded to the most responsive Bidder with the lowest total rate per square foot (installed) at Straight Time, by location.

A. Hourly Labor Rates (Informational purposes only)

These rates will be used for any additional labor costs required beyond what's listed herein. The rates provided are for informational purposes ONLY and are not part of the canvassing.

LABOR RATES: (Not used in determining award)

STRAIGHT TIME – FIELD LABOR \$ _____

(Straight Time: Monday – Friday, 8 hours per day)

OVERTIME I – FIELD LABOR \$ _____

(Overtime: excess of 8 hours per day Monday – Friday, and Saturday)

OVERTIME II – FIELD LABOR \$ _____

(Overtime II: Sundays and Holidays)

EQUIPMENT RATES: (Not used in determining award)

CRANE RATE w/OPERATOR

STRAIGHT TIME – PER HOUR \$ _____

(Straight Time: Monday – Friday, 8 hours per day)

OVERTIME I – PER HOUR \$ _____

(Overtime: excess of 8 hours per day Monday – Friday, and Saturday)

OVERTIME II – PER HOURS \$ _____

(Overtime II: Sundays and Holidays)

AERIAL LIFT (CONDOR) w/OPERATOR

STRAIGHT TIME – PER HOURS \$ _____

(Straight Time: Monday – Friday, 8 hours per day)

OVERTIME I – PER HOUR \$ _____

(Overtime: excess of 8 hours per day Monday – Friday, and Saturday)

OVERTIME II – PER HOUR \$ _____

(Overtime II: Sundays and Holidays)

B. Pricing on Materials (Per Piece Price) For Silver Mirrors and Bronze Mirrors (Informational purposes ONLY)

LAKESIDE CENTER			
DESCRIPTION			
Silver Mirror			
THICKNESS (in inches)	WIDTH (in inches)	HEIGHT (in inches)	PRICE PER PIECE
1/4"	20"	60"	\$
"	24"	72"	\$
"	36"	84"	\$
"	24"	36"	\$
"	45"	96"	\$
"	34"	96"	\$
DESCRIPTION			
Bronze Backed Mirror			
THICKNESS (in inches)	WIDTH (in inches)	HEIGHT (in inches)	PRICE PER PIECE
1/4"	36"	84"	\$
DESCRIPTION			
Fire X cabinet replacement glass			
THICKNESS (in inches)	WIDTH (in inches)	HEIGHT (in inches)	PRICE PER PIECE
1/8"	12"	30"	\$
"	6"	6"	\$

1.5 MATERIALS TO BE PROVIDED

This list is not all inclusive.

All materials used shall be of the same design, quantity, and quality as presently used in all locations. **Any change in design, quantity, and/or quality of material shall FIRST be approved in writing by the by the Authority.** The replacement glass must be of the same quality, type, pattern and shading as the existing glass provided by the original glass manufacturer.

The Contractor shall furnish the following "Materials", to the Authority:

- A. Glass: see Section 1.20 for Glass Listing by Location
- B. Sealants and/or gaskets
- C. Metal Material
- D. Setting Supplies

When replacing glass, it is the Contractor's responsibility to verify all measurements. Glass must be replaced with same pattern, style and shading as the existing glass.

1.6 CONTRACT TERM

The undersigned understands that the GLASS SUPPLY & REPAIR Contract shall last three (3) years after the execution of the Contract, unless the Authority elects to terminate the Contract before its scheduled expiration date in the manner set forth in the GLASS SUPPLY & REPAIR Contract. The Authority shall have the option to extend the contract up to two (2) additional years.

1.7 NOTIFICATION AND SERVICE SCHEDULE

The Contractor shall be notified by phone when the Authority is in need of services. All Services will be subject to the Authority's schedule of events. The regular business hours of the Authority are Sunday through Saturday, from 7:00 AM to 3:30 PM. All services will be performed during regular business hours and days unless so designated by the Authority. Emergency work responses will be required within 2 hours. Contractor must submit a list of personnel that can be contacted for emergency services. The list must contain pager numbers and/or cellular phone numbers for off hours.

1.8 MANUFACTURER

The Contractor shall use the materials approved by the Authority. The Contractor shall be familiar with the various types of glass replacement materials and maintain an adequate inventory of accessories, parts, and supplies. The Authority will incur no charge until the material is used. The replacement glass must be of the same type, pattern and shading as the existing glass as provided by the original glass manufacturer.

1.9 INVOICES

The Contractor shall not commence any work under the Contract until they have obtained Authority approval through a purchase order number. This number must appear on all of the Contractor's job invoices and/or tickets and billings.

At the completion of each job, the Contractor's employees shall report to the Authority's designee for approval of work.

- a. Contractor's job invoice and/or ticket shall be signed by the Authority representative.
- b. Contractor shall leave a signed copy with the Authority representative.
- c. A separate job invoice and/or ticket will be written for each time service is provided, for each purchase order number.
- d. The following is required information on all Contractor's invoices and/or tickets:
 - Facility name and job location, date of service, number of installers, and the hours used for repair.
 - Authority purchase order number.
 - Detailed description of work performed.

1.10 RECORDS

The Contractor shall maintain records of all work, maintenance, and repair provided under the Contract and shall furnish copies of the same to the Authority's representative if requested.

1.11 INSPECTION

The Authority and its representatives shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide for such access and inspection.

The Contractor shall perform all Services in a satisfactory manner, as reasonably determined by the Authority representative.

1.12 PREVAILING WAGE/WORKMANSHIP

To the extent required by law, laborers, mechanics, or other workers employed under this agreement shall be paid prevailing wage as defined in the Prevailing Wage Act (820 ILCS 130/1 et. seq.), as amended. The Contractor shall perform, or cause to be performed, all the work in accordance with the standards applicable to work of the quality, size and scope comparable to the work Contractor shall perform or cause to be performed. The Contractor shall maintain a staff of competent personnel which is fully equipped and qualified to perform the Services required by the Agreement. All completed work shall be subject to the inspection and approval of the Authority.

1.13 EMERGENCIES

The Contractor shall be capable of responding to emergency service calls within two (2) hours of the "**designated emergency time given at the time of notification**" by the Authority's representative. Emergency service requests may occur on a 24-hour basis, seven days per week.

A written list of 24-hour emergency names, phone numbers, and pager numbers for the Contractor's authorized personnel shall be made available to the Authority.

The Contractor shall not service vandalized glass replacements until Security has documented the incident and the Authority's representative has given the approval to replace it.

Delays in providing emergency service are unacceptable. Contractor's personnel shall report to the specified work location within two (2) hours after notification of the emergency. Repeated failure to furnish this service within the specified time shall be grounds for termination.

Upon arrival of the Contractor's personnel at the Authority, a log-in time shall be entered on the logbook located in Security Department and again upon completion for a log-out time. Each log entry shall legibly indicate the employee names and describe all work performed and shall be signed by each employee responding to the emergency call.

1.14 DAMAGES

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

1.15 PROTECTIVE COVERING

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

1.16 WASTE REMOVAL

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

1.17 TOOLS AND EQUIPMENT

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

1.18 PARKING

The Authority is not responsible for parking of the Contractor's vehicles.

1.19 WARRANTIES

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

The Contractor shall also provide twenty-four (24) hour minor adjustment call-back services. Call-back services for any work already performed shall be at no charge. The time frame for work required as call-back at no charge to be performed will be thirty (30) days or the term of the manufacturer's warranty, whichever is longer (and work re-performed shall likewise be subject to the same warranty requirements).

1.20 GLASS LISTING BY LOCATION

The following is a listing of the glass located throughout the Authority. This listing is not all inclusive and is provided for bidding purposes. Note: see separate PDF document for Wintrust Arena.

LAKESIDE CENTER DETAIL				
ITEM #	Thickness	Color	Type	Glass Notes
1E	3/8"	Gray	Laminated	
2E	3/8"	Gray	Plate	
3E	3/8"	Gray	Tempered	
4E	3/8"	Clear	Tempered	
5E	3/8"	Clear	Plate	
6E	3/8"	Dark Bronze	Laminated	
7E	1/4"	Clear	Laminated	
8E	1/4"	Gray	Plate	Prepare 4 edges for structural butt glazing
9E	1/4"	Clear	Plate	
10E	1/4"	Clear	Tempered	
11E	1/4"	Clear	Plate	Prepare vertical edges for butt joints
12E	1/4"	Clear	Tempered	Prepare 4 edges for structural butt glazing
13E	1/4"	Clear	Plate	Prepare 4 edges for structural butt glazing
14E	1/4"	Opaque	Tempered	Prepare 4 edges for structural butt glazing
15E	1/4"	Opaque	Plate	Prepare 4 edges for structural butt glazing
16E	1/4"	Clear	Tempered	1" insulated glazing, both lites tempered

17E	1/4"	Clear	Plate	1" insulated glazing
18E	1/4"	Bronze	Laminated	
19E	1/2"	Clear	Tempered	Drill holes for push/pull hardware
20E	1/2"	Gray	Tempered	Drill holes for push/pull hardware
21E	1/2"	Opaque	Tempered	Drill holes for push/pull hardware
22E	1/2"	Clear	Firelite	
23E	3/8"	Clear	Bent Tempered	Bending pattern to match existing size

NORTH BUILDING DETAIL

NORTH BUILDING DETAIL							
ITEM #	Thickness	Color	Type	Glass Notes	Insulated Glass Make-Up		
					Outer Lite	Air Space	Inner Lite
1N	1"	As Noted	Insulated	Manufactured by Hordis	1/4" Solar Silver SS14	1/2"	1/4" clear guardian
2N	1/4"	Opaque	Tempered				
3N	1/4"	Opaque	Plate				
4N	1/4"	Opaque	Laminated	3 holes for push/pull hardware			
5N	1/4"	Clear	Laminated	3 holes for push/pull hardware			
6N	1/4"	Opaque	Plate	Prepare 1 side edge for butt glazing			
7N	1/4"	Opaque	Plate	Prepare 2 side edges for butt glazing			
8N	1/2"	Clear	Laminated	Field measure hole locations, polish 3 edges			
9N	1/2"	Clear	Laminated	Polish 2 - 39-3/8" edges			
10N	1/2"	Clear	Laminated	Polish 4 edges			
11N	1/4"	Clear	Plate				
12N	1/4"	Clear	Laminated				
13N	1/4"	Clear	Tempered				
14N	1/4"	Clear	Bent Plate	Bending pattern to match existing size			

SOUTH BUILDING DETAIL

1" INSULATED LOW - E GLASS MAKEUP

OUTER LITE

INNER LITE

ITEM #	Glass Notes	Thickness	Type	Color	Face 2	Fritt Pattern	Fritt Color	AIR SPACE	Thickness	Type	Color	Face 3	Face 4	Fritt Color
1S		1/4	heat str.	gray	VE3-55	none	none	1/2	1/4	annealed	clear	none	none	none
2S		1/4	tempered	gray	VE3-55	none	none	1/2	1/4	tempered	clear	none	none	none
3S		1/4	annealed	clear	VE1-85	none	none	1/2	1/4	annealed	clear	none	none	none
4S		1/4	tempered	clear	VE1-85	none	none	1/2	1/4	tempered	clear	none	none	none
5S	Pre-glazed	1/4	heat str.	clear	VE1-85	custom silkscreen		1/2	1/4	annealed	clear	none	none	none
6S		1/4	tempered	clear	VE1-85	custom silkscreen		1/2	1/4	tempered	clear	none	none	none
7S		1/4	heat str.	clear	VE1-85	custom silkscreen		1/2	1/4	annealed	clear	none	none	none
8S		1/4	heat str.	clear	VE3-55	none	none	1/2	1/4	heat str.	clear	none	V-909 fritt	light grey
9S		1/4	heat str.	clear	VE1-85	custom	none	1/2	1/4	heat str.	clear	VC-175		super opaque white
10S		1/4	heat str.	clear	silkscreen	custom dot	gray	1/2	1/4	heat str.	clear	custom	none	gray
11S		1/4	heat str.	clear	none	none	none	1/2	1/4	annealed	clear	none	none	none
12S	offset corners	1/4	heat str.	clear	none	none	none	1/2	1/4	annealed	clear	none	none	none

WEST BUILDING DETAIL

1" INSULATED LOW - E MAKEUP

OUTER LITE

INNER LITE

ITEM #	Glass Notes	Thickness	Type	Color	Face 2	Fritt Pattern	Fritt Color	Air Space	Thickness	Type	Color	Face 3	Face 4	Fritt Color
1W		1/4	heat str.	clear	none	none	none	1/2	1/4	heat str.	clear	none	none	none
2W		1/4	annealed	clear	VE-2M	none	none	1/2	1/4	annealed	clear	none	none	none
3W		1/4	heat str.	clear	VE-2M	none	none	1/2	1/4	heat str.	clear	none	opaque	V933
4W		1/4	heat str.	clear	VE-2M	none	none	1/2	1/4	heat str.	clear	4434	none	V1086
5W		1/4	heat str.	clear	VE-2M	4435	V933	1/2	1/4	heat str.	clear	none	none	none
6W		1/4	heat str.	clear	VE-2M	4435	V933	1/2	1/4	heat str.	clear	none	opaque	V903
7W		1/4	heat str.	clear	VE-2M	none	none	1/2	1/4	heat str.	clear	4436	none	V1086
8W		1/4	heat str.	gray	VE-85	none	none	1/2	1/4	heat str.	clear	none	none	none
9W		1/4	heat str.	clear	VE-85	none	none	1/2	1/4	heat str.	clear	none	opaque	V903
10W		1/4	heat str.	clear	VE-85	none	none	.060 clear PVB	1/4	heat str.	clear	none	opaque	V933
11W		1/4	heat str.	clear	SB60VT	none	white	1/2	1/8	heat str.	clear	custom	none	white
12W		1/8	heat str.	clear	none	none	none	.060 clear PVB	1/8	heat str.	clear	custom	none	white
13W		1/4	heat str.	clear	none	none	none	.030 arctic snow PVB .030 clear	1/4	hs	clear	none	none	none
								PVB						

GRAND CONCOURSE DETAIL

1" INSULATED LOW - E GLASS MAKEUP

OUTER LITE								INNER LITE			
item #	Glass Notes	Thickness	Type	Color	Face 2	Clear Fritt Border	Fritt Pattern	Air Space	Thickness	Type	Color
1GC		1/4"	hs/ann	gray	VE3-55	none	none	1/2"	1/4"	tempered	clear
2GC		1/4"	hs/ann	clear	VE1-85	none	none	1/2"	1/4"	hs/ann	clear
3GC		1/4"	hs/ann	gray	VE3-55	4-1/2" left		1/2"	1/4"	hs/ann	clear
4GC		1/4"	hs/ann	gray	VE3-55	4-1/2" top & left		1/2"	1/4"	hs/ann	clear
5GC		1/4"	hs/ann	gray	VE3-55	4-1/2" top & right		1/2"	1/4"	hs/ann	clear
6GC		1/4"	hs/ann	gray	VE3-55	4-1/2" top		1/2"	1/4"	hs/ann	clear
7GC		1/4"	tempered	gray	VE3-55	4-1/2" left		1/2"	1/4"	tempered	clear
8GC		1/4"	hs/ann	gray	VE3-55	4-1/2" bottom & left		1/2"	1/4"	hs/ann	clear
9GC		1/4"	hs/ann	gray	VE3-55	4-1/2" bottom		1/2"	1/4"	hs/ann	clear
10GC		1/4"	hs/ann	gray	VE3-55	4-1/2" bottom & right		1/2"	1/4"	hs/ann	clear
11GC	laminated glass layers tempered 1-5/16"	1/4"	tempered	gray	VE1-85	none	V912, 1/8" dots	1/2"	9/16"	laminated	clear

1.21 RACK SCHEDULE

Contractor must submit the Rack Schedule it has used to calculate the number of people needed in the pricing forms. This must be submitted and disclosed at the time of bid and updated during the term of the Contract whenever it is modified. Contractors are responsible for adhering to requirements to ensure the safe and efficient installation of glass.

EXHIBIT 2
BID FORM
(POSTED AS SEPARATE EXCEL DOCUMENT)

EXHIBIT 3

**GLASS INVENTORY AND SCHEDULES FOR LAKESIDE (EAST), NORTH, SOUTH, GRAND CONCOURSE,
WEST BUILDING, CORPORATE CENTER, AND WINTRUST ARENA**
(PDF AND EXCEL FILES POSTED SEPARATELY)