

Metropolitan Pier and Exposition Authority  
Fire Extinguisher Inspection and Maintenance  
Services

Invitation for Bids (“IFB”)  
#2023-15-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 MPEA 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 [mpeaprocurment@mpea.com](mailto:mpeaprocurment@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, MAY 3, 2023**

QUESTIONS DUE: **TUESDAY, MAY 16, 2023**

BIDS DUE: **MONDAY, JUNE 5, 2023**

Hard copy Bids are not accepted at this time.  
All Bids must be submitted electronically to:

[mpeaprocurment@mpea.com](mailto:mpeaprocurment@mpea.com)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**TABLE OF CONTENTS**

**ARTICLES:**

- 1. GENERAL INFORMATION**
- 2. DEFINITIONS**
- 3. INSTRUCTIONS TO AND REQUIREMENTS OF BIDDERS**

**REQUIRED FORMS:**

- A. BID FORM**
- B. STATEMENT OF BIDDER'S BUSINESS ORGANIZATION**
- C. STATEMENT OF QUALIFICATIONS & W-9**
- D. BIDDER/PROPOSER CERTIFICATIONS**
- E. FORM OF TRANSMITTAL LETTER**
- F. DISCLOSURE OF LOBBYIST**
- G. NOTIFICATION OF EXCEPTIONS**
- H. CERTIFICATE OF INSURANCE**
- I. M/WBE PROFILE**

**EXHIBITS:**

- 1. SCOPE OF SERVICES**

**ATTACHMENTS:**

- FORM OF CONTRACT**

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**I. GENERAL INFORMATION**

**1.1 General Information**

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

**II. DEFINITIONS**

**2.2 Definitions**

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

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

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

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

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

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

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

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

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

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

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

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

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

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

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

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

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

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

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

**3.1 DESCRIPTION OF REQUIREMENTS**

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

**3.2 OBTAINING BID DOCUMENTS**

The Bid Documents are available on-line at:

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

Scroll down to “Current Bids/Proposal Opportunities”

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

**3.3 NO BID DEPOSIT**

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

**3.4 SUBMITTAL OF BID**

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

All Bids must be received no later than Monday, June 5, 2023, at 12:00 pm CST. Bids received after this time will be non-responsive and ineligible for consideration for a Contract for IFB # 2023-15-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.

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

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

1. 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 and licenses, which are required as part of the Bid qualification process, in addition to any additional requirements and

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

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 qualified and certified to provide the Services.
  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
  9. Required Form I – M/WBE Profile
- B.** 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.
- 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 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

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

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 TIME STAMPED AFTER THE DUE DATE AND TIME SHALL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION.

F. Written modifications (via email – mpeaprocedure@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 TELEPHONIC OR ORAL MODIFICATIONS SHALL BE ACCEPTED OR CONSIDERED.

G. Any Bidder may withdraw its Bid by letter, email, or in person with proper identification. NO TELEPHONIC 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**

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.



**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**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 [Doing Business – MPEA](#). If e-mailed, interpretations will be transmitted to the Bidder at the submitted email addresses furnished for such purposes not later than ten (10) days prior to the date fixed for receiving of Bids.
- C. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Bidders are responsible for obtaining each Addendum and must acknowledge receipt of each Addendum that has been issued. The Bid Form contains spaces for the Bidders to inscribe the number of each Addendum that may be issued. If none are issued, fill these spaces with the word "NONE". The Authority will not be liable for any Bidder'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, 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

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

provision of services or items hereunder and shall ensure that all necessary licenses required by the City of Chicago and the State of Illinois are obtained.

**3.12 CONTRACT DOCUMENTS**

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

**3.13 DIVISIBILITY AND MULTIPLE AWARDS**

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

**3.14 BID CANVASSING**

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**

Under 70 ILCS 210/23.1(b) (the "Act"), the Authority has adopted and maintains a minority and women owned business enterprise procurement program that establishes subcontracting goals to facilitate the participation of minority and women owned business enterprises on Authority contracts. Pursuant to Section 23.1(b) of the Act, the Authority has determined that the nature of the services to be provided under this contract is such that direct subcontracting opportunities will not be practicable. Therefore, the MPEA waives the subcontracting goals for this contract. However, the Authority invites and encourages certified MBE or WBE interested in performing the services to submit Proposals for direct award consideration in response to this RFP and to include its current certification letter with the Proposal.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**3.18 TIE BIDS AND PROPOSALS**

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

Tie bids or proposals will be resolved as follows:

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

**3.19 PROTESTS**

Any and 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: MPEA Procurement Dept/Director of Procurement  
301 E. Cermak, Chicago, Illinois 60616  
[mpeaprourement@mpea.com](mailto:mpeaprourement@mpea.com)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**REQUIRED FORM A**

**BID FORM**

**BIDS SUBMITTED BY:**

---

---

---

TO: The Metropolitan Pier and Exposition Authority  
[mpeaprocedure@mpea.com](mailto:mpeaprocedure@mpea.com)

**COMMITMENT TO ENTER CONTRACT**

A. This is to certify that the undersigned, \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the Bidder, has read (1) the Advertisement, (2) the Instructions to and Requirements of Bidder, and (3) the Scope/Specifications issued by the Metropolitan Pier and Exposition Authority, hereinafter referred to as the "Authority" or "MPEA", and that the Bidder has made all the investigations and examinations required by said documents.

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

**CONTRACT PRICE**

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

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

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**BID FORM**

Bidders must use this Bid Form

**Fire Extinguisher Inspection and Maintenance Services**

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

**Note: Bidders must complete each line item to be considered for an award.**

**Please provide pricing below in each of the categories, pricing must be all inclusive (equipment, transportation, etc.) no additional costs will be approved.**

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**PRICING:**

ITEM NO.	DESCRIPTION	SIZE / CAP	APPROX QUANTITY	TAG INSPECT	TAG INSPECT RECHARGE	TAG INSPECT HYDROSTATIC TESTING	PURCHASE OF NEW FIRE EXTINGUISHER
				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	ABC DRY CHEMICAL	5 LB	1,300	\$ _____	\$ _____	\$ _____	\$ _____
2	ABC DRY CHEMICAL	6 LB	1,600	\$ _____	\$ _____	\$ _____	\$ _____
3	ABC DRY CHEMICAL	10 LB	93	\$ _____	\$ _____	\$ _____	\$ _____
4	ABC DRY CHEMICAL	20 LB	25	\$ _____	\$ _____	\$ _____	\$ _____
5	WET CHEMICAL "K"	6 LITER	9	\$ _____	\$ _____	\$ _____	\$ _____
6	WET CHEMICAL "K"	2 1/2 LB	28	\$ _____	\$ _____	\$ _____	\$ _____
7	CARBON DIOXIDE	5 LB	5	\$ _____	\$ _____	\$ _____	\$ _____
8	CARBON DIOXIDE	10 LB	10	\$ _____	\$ _____	\$ _____	\$ _____
9	CARBON DIOXIDE	15 LB	10	\$ _____	\$ _____	\$ _____	\$ _____
10	CARBON DIOXIDE	20 LB	325	\$ _____	\$ _____	\$ _____	\$ _____
11	HALON	9 LB	5	\$ _____	\$ _____	\$ _____	\$ _____
12	ABC WHEELED ANSUL	125 LB	10	\$ _____	\$ _____	\$ _____	\$ _____
13	WATER PRESSURE	2 1/2 GAL	250	\$ _____	N/A	\$ _____	\$ _____
<b>TOTALS:</b>				\$ _____	\$ _____	\$ _____	\$ _____

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

PARTS: Replacement parts shall be invoiced at the Contractor's Cost Plus \_\_\_\_\_%

LABOR: Labor required for on-site time for inspection and additional repair services shall be provided at  
\$\_\_\_\_\_ per hour

LOANER: A loaner fire extinguisher shall be provided for \$\_\_\_\_\_ for the off-site replacement period

List any extra charges not described above: \_\_\_\_\_  
\_\_\_\_\_

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

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

Person to contact regarding Bid:

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

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

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Location of facility where inventory is maintained:

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

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

E-Mail: \_\_\_\_\_



**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**SIGNATURES**

(If an Individual)

Signature of Bidder

\_\_\_\_\_

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

\_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**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 \_\_\_\_\_, 2023.

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

(SEAL)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**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 \_\_\_\_\_, 2023.

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

(SEAL)

**METROPOLITAN PIER AND EXPOSITION AUTHORITY  
INVITATION FOR BIDS FOR  
IFB # 2023-15-M**

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_

NOTARY PUBLIC

REQUIRED FORM B  
STATEMENT OF BUSINESS ORGANIZATION

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

NAME OF PROJECT: FIRE EXTINGUISHER INSPECTION AND MAINTENANCE SERVICES  
 BID NUMBER: #2023-15-M

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

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

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

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

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

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

Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).

Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary)

Name	Percentage Ownership

(g) List the names of all managing partners:

---

---

---

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

**3. If the Bid/Proposal is submitted by a corporation or limited liability company (LLC), answer questions listed below:**

(a) Corporate or Company Name \_\_\_\_\_

(b) Date of Incorporation \_\_\_\_\_

(c) State of incorporation \_\_\_\_\_

(d) If incorporated in another State, are you authorized to do business in the State of Illinois?  
 YES  NO

(e) Name and address of registered agent \_\_\_\_\_

---

---

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

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

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

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

---

---

---

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

Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).

Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary)

<b>Name</b>	<b>Percentage Ownership</b>

**REQUIRED FORM C**  
**STATEMENT OF QUALIFICATIONS**

BIDDER: \_\_\_\_\_

NAME OF PROJECT: FIRE EXTINGUISHER INSPECTION AND MAINTENANCE SERVICES  
BID NUMBER: #2023-15-M

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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



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

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

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

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

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

6. List below two (2) trade references:

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

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

7. List below one (1) bank reference:

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

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

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

9. 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. \_\_\_\_\_

\_\_\_\_\_

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. \_\_\_\_\_

---

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

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

**REQUIRED FORM D**  
**BIDDER CERTIFICATIONS**

BIDDER: \_\_\_\_\_

NAME OF PROJECT: FIRE EXTINGUISHER INSPECTION AND MAINTENANCE SERVICES  
BID NUMBER: #2023-15-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.
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 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.
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

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 \_\_\_\_\_, 2023.

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

(SEAL)

**REQUIRED FORM E**  
**FORM OF TRANSMITTAL LETTER**

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

(Date)

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

Re: FIRE EXTINGUISHER INSPECTION AND MAINTENANCE SERVICES

Dear Procurement Director:

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") 2023-15-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# 2018-12-M with the Authority in accordance with the FORM OF CONTRACT attached to this Invitation for Bids and to supply all of the items or services required.
8. Neither I nor Bidder has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.

9. Bidder understands that the Authority will rely upon the material representations set forth in the Bid and that Bidder has a continue obligation to update any information which changes or which Bidder learns to be incorrect.
10. It is understood that an original and multiple copies of the Bidder have been submitted for consideration. Bidder warrants that all copies are identical to the original in all respects.
11. Bidder acknowledges that any comments, requests or **exceptions** to the form of agreement or any other requirements stated in this procurement have been identified on **REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS.**

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

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

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

**REQUIRED FORM F  
DISCLOSURE OF LOBBYISTS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

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

**B. CERTIFICATION**

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

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

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

**The Undersigned understands and agrees that:**

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

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



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

C. Lobbyists and all other parties retained in connection with the award of contract are agents of the Undersigned and are therefore subject to the same rules as the Undersigned, including but not limited to the prohibition of conflicts of interest and the prohibition of direct contact with any official, employee or agent of the MPEA regarding outstanding procurement projects, except as provided herein. The only officials, employees or agents of the MPEA who may be contacted regarding outstanding procurement projects are the Director of Procurement, to whom questions for clarification regarding an outstanding procurement may be submitted in writing, and members of the MPEA's Business and Workforce Diversity Department, who may be contacted regarding the Undersigned's Minority and Women's Business Enterprise participation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Undersigned understands and agrees that:

**PLEASE CHECK ONLY ONE**

BIDDER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS** TO THE FORM OF CONTRACT OR ANY OTHER REQUIREMENTS STATED IN THIS PROCUREMENT IFB #2023-15-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 #2023-15-M AND HAS ATTACHED THEM TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS.

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

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

As: \_\_\_\_\_

(Relationship to Bidder/Title/etc.)

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

**REQUIRED FORM H  
INSURANCE REQUIREMENTS**

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

1. The 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:

**a. Commercial General Liability**

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

The policy must include coverage for Misdelivery of Liquid Products

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

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

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
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.

d. **Umbrella Coverage**

\$3,000,000.00

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 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. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.
11. The proposer 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

### 1.1 SCOPE OF CONTRACT

MPEA requires Fire Extinguisher Inspection & Maintenance Services on an as needed basis to support operations at the McCormick Place Complex, including the new Wintrust Arena. Contractor shall furnish all labor, materials and equipment necessary to perform said Services as further described herein.

Services will include, but are not limited to annual inspection and tagging, recharging, hydrostatic testing, replacement and repairs of fire extinguishers. Portable fire extinguishers covered under this Contract vary in size from 2.5 to 125 pounds and 2.5 gallons, and are listed as follows:

- Dry Chemical ABC;
- Wet Chemical;
- CO<sub>2</sub>;
- Halon;
- Ansul; and
- Water Pressure.

Contractor shall be prepared to inspect and tag fire extinguishers at various locations within the McCormick Place Facility. In cases where extinguishers need to be taken off-site for testing and/or repairs, Contractor shall provide a loaner extinguisher(s) for the duration of the off-site period. MPEA reserves the right to increase or decrease the number of extinguishers that it currently has and to add any additional location(s) within the McCormick Place Complex to the Contract that requires the same Scope of Services as specified herein. MPEA reserves the right to delete or remove any location(s) from the Contract.

### 1.2 SPECIFICATIONS

Contractor shall provide all labor, supervision, parts, tools, equipment, transportation and all effort necessary to perform said Services in accordance with the National Fire Protection Association (NFPA), current standards rules and regulations of the State of Illinois Fire Marshall's Office, local codes, standards and the specifications herein. Contractor shall conform to and hold all necessary permits/licenses as required by the State of Illinois.

Contractor shall inspect and test fire extinguishers following manufacturer's procedures to ensure the proper, efficient, reliable and safe performance of all equipment at all times. Inspection of all fire extinguishers shall be done in compliance with all applicable statutory requirements.

Fire extinguishers shall be serviced on an annual basis, or as requested by MPEA. Service includes inspecting and tagging all units, recharging, testing, and repairing units as necessary, and replacing non-serviceable extinguishers.

An approved standard service tag meeting the specifications of the State of Illinois Fire Marshall's Rules and Regulations shall be attached to each fire extinguisher serviced. The cost of the tag shall be included in the price for each Service type.

If the fire extinguisher is dry chemical ABC, then the multipurpose powder material used shall comply and be so certified with formulation requirements. Replacement parts shall be the manufacturer's recommended parts and shall be new and meeting the original manufacturer (OEM) specification or parts of equal quality. All replacement fire extinguishers shall be new and bear the seal and serial number of the manufacturer and be labeled in a permanent manner.

Annual inspection and maintenance of fire extinguishers shall be scheduled in advance and coordinated with the appropriate MPEA and shall be performed between the hours of 7:00 AM and 3:30 PM weekdays.

### 1.3 LOCATIONS

**Lakeside Center**

2301 South Lake Shore Drive  
Chicago, Illinois 60616

**South Building**

2301 South Mines Drive  
Chicago, Illinois 60616

**Energy Center**

2211 South Martin Luther King Drive  
Chicago, Illinois 60616

**Wintrust Arena**

200 E Cermak Road  
Chicago, Illinois 60616

**North Building**

450 East 23<sup>rd</sup> Street  
Chicago, Illinois 60616

**West Building**

2302 South Prairie  
Chicago, Illinois 60616

**Corporate Center**

301 East Cermak Road  
Chicago, Illinois 60616

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

MPEA reserves the right to add other locations and/or equipment within its properties, as it deems necessary.

### 1.4 AUTHORIZATION & INVOICING

Contractor shall report to the work site and sign in and out with designated MPEA representative. The representative shall accompany the Contractor during the inspection to direct them to the various locations throughout the Facility. Contractor must complete a work and/or field ticket identifying the following:

- i. Job location, date order received, start and completion date;
- ii. Number of employees including time in and time out;
- iii. Listing of each employee;
- iv. MPEA work authorization and/or purchase order number;
- v. Detailed description of work performed;
- vi. Breakdown and individual listing of all Services performed;
- vii. Itemized list of parts and quantities used; and
- viii. Other listed charges as applicable (subject to MPEA approval).

Contractor must not begin any work under this Contract until approval is obtained in writing via authorization and/or purchase order number. This number must appear on all invoices and field reports/work orders, tickets and billings.

Contractor must report the following for approval of work to MPEA upon completion of each job:

- i. Contractor's field ticket must be signed by MPEA with a copy reserved for MPEA; and
- ii. A separate invoice and/or job ticket will be written each time Service is provided.

MPEA will not pay for Contractor's travel time. When invoicing parts, Contractor must include an affidavit attesting to the accuracy of the cost of the parts and include whenever possible actual invoices from manufacturer or distributor to support the costs.

All invoices must be submitted to the following address:

Metropolitan Pier and Exposition Authority  
301 East Cermak Road  
Chicago, Illinois 60616  
Attention: Alichia Johnson

All electronic invoices must be submitted via e-mail to: [ajohnson@mccormickplace.com](mailto:ajohnson@mccormickplace.com) and [accounts-payable@mpea.com](mailto:accounts-payable@mpea.com)

## **1.5 RECORDS & REPORTING**

- a. Contractor shall maintain records of all fire extinguishers inspected, including those extinguishers that were found to require corrective action(s). Records shall be maintained for the term of the Contract;
- b. Contractor shall inspect and report to MPEA where any of the following conditions exist:
  1. Locations that make fire extinguishers susceptible to mechanical or physical damage;
  2. Exposure to abnormal temperatures or corrosive atmospheres; and
  3. Fire extinguisher is present but is not indicated on the inventory list.
- c. Contractor shall provide to MPEA an inspection check list per extinguisher per location.

## **1.6 WARRANTY**

Contractor shall maintain levels of Service for all fire extinguishers in accordance with the current National Fire Protection Association (NFPA) standard. All Services performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty. During the warranty period, there shall be no additional charges for labor or parts on the specific equipment repaired.

## **1.7 CONTRACTOR PERSONNEL/LICENSE REQUIREMENTS**

- a. Contractor shall be licensed by the State of Illinois Fire Marshall for portable Fire Extinguishers. Contractor must comply with National Fire Protection Association (NFPA) latest edition as it relates to State of Illinois Statutes;
- b. Contractor shall forward a copy of their renewed license to MPEA each year for the term of this Contract. Failure to do so may serve as grounds to terminate the Contract;
- c. Only authorized employees of the Contractor are allowed on the premises of the McCormick Place Facility to provide Service. Contractor's employees are not to be accompanied in their work area by acquaintances, family members or any other person unless said person is an authorized employee of the Contractor; and
- d. MPEA may require background checks on all employees of the Contractor providing Service to the Contract.

## **1.8 PRICING**

Pricing submitted on the Bid Form for Fire Extinguisher & Maintenance Services is firm for the specified year (on the Bid Form) of the Contract. Bidders must be sure to consider any cost fluctuations anticipated when preparing their bid. All prices must include shipping and handling charges. In the event of a price decrease, MPEA is guaranteed to receive the lower price.

The bid price for service types: 1. Tag/Inspect, 2. Tag/Inspect/Recharge, or 3. Tag/Inspect/Hydrostatic Testing must include all costs to complete the Service, including the cost of the tag. The bid price for: 4. Purchase of New Fire Extinguisher shall include the cost of delivery to the site.

The hourly bid rate for labor shall be used for any off-site repair Services that are in addition to the above service types as well as on-site time needed for the inspection Services and may be charged in addition to the bid price for the above service types.

The price for required replacement parts shall be invoiced at the Contractor's cost of parts plus the percentage bid rate.

All costs incidental to the provision for Service must appear on the Bid Form. Any costs invoiced that were not included on the Bid Form will not be paid; therefore, bidders must ensure that all costs are included in the event that the Bid Form does not specifically list them.

## **1.9 RELATED ITEMS**

MPEA reserves the right to purchase related items from the Contractor at a rate not greater than the rate offered to the State of Illinois or any other unit of local government.

## **1.10 AVAILABILITY**

In the event Bidder is unable to fill a specific purchase order (in full or in part), the MPEA reserves the right to purchase same from available sources. The MPEA also reserve the right to substitute or cancel certain items should a change in the requirements warrant.