
Request for Proposals #2023-34-M

Art Services

Metropolitan Pier and Exposition
Authority (MPEA)

November 27, 2023



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SECTION I. DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

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

“Agreement” or “Contract” means the Agreement that is to be entered into between the Authority and the Consultant pursuant to this RFP.

“Authority” means the Metropolitan Pier and Exposition Authority.

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

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

“MBE” means Minority Owned Business Enterprise.

“MPEA” means the Metropolitan Pier and Exposition Authority.

“Proposal” means all materials submitted in response to this RFP.

“Proposer” or “Provider” or “Respondent” means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit Proposals pursuant to this RFP.

“Responsive” Responsiveness is determined by the Authority and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Conformity in material respects or substantial compliance suffices, although absolute or precise conformity is not required. The Authority reserves the right to reject any Proposal that it deems materially non-responsive.

“Responsible” Responsibility is determined by the Authority and relates primarily to the ability of a Proposer/Bidder to successfully carry out a proposed contract, and whether the Proposer/Bidder has the character, reputation, and integrity to receive an award. The Authority may determine in its sole discretion that a Proposer/Bidder, otherwise able to perform, who has been convicted of a felony, or violation of the public procurement requirements of any federal or state governmental entity, is not responsible and therefore disqualified from the RFP process. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer's/Bidder's responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

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

“Consultant” or “Successful Proposer” or “Successful Contractor” means the Proposer selected for award of an Agreement.

“Services” means the services to rendered pursuant to the Scope of Services, the Agreement or Contract and this RFP.

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

“WBE” means Women Owned Business Enterprise.

INTERPRETATIONS

- A. Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFP and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.
- B. Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the RFP mean that requirements, directions of and permission of MPEA are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” MPEA. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services as outlined in Section III must be conducted in a manner or be of character which is “necessary” or “proper” in the option of MPEA.
- C. Unless a contrary meaning is specifically noted elsewhere, the words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory” or words of like effect and import used in the RFP mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of MPEA.

SECTION II. – BACKGROUND INFORMATION AND OBJECTIVES

BACKGROUND INFORMATION

The Metropolitan Pier and Exposition Authority, hereinafter referred to as the “Authority” or “MPEA”, is a political subdivision, unit of local government, body politic and municipal corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 *et seq.* (the “MPEA Act”). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois.

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

The Authority owns McCormick Place®, an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, which is managed and operated by OVG360, a private convention management company. The McCormick Place Complex (“MPC”) comprises four buildings: the South, West, North and the Lakeside Center. These buildings have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making it the nation’s largest convention center. McCormick Place® hosts approximately 125-150 events and attracts nearly 2.5 million trade and public show visitors annually. McCormick Place® features the Arie Crown® Theater, a renovated proscenium arch theatre which seats approximately 4,200. Two separate buildings, the Energy Center and the Corporate Center, are also part of the MPC. Two new facilities opened in 2017: a 1,206-room Marriott Marquis Chicago Hotel and the 10,000 seat Wintrust Arena, a multi-purpose facility that will serve as a first-class NCAA basketball arena and general assembly hall for large business meetings and other major special events.

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

In 2010, the Illinois General Assembly passed the MPEA Reform Act – 70 ILCS 210/5.4, as amended by Public Acts 096-0898 and 096-0899 (“Legislative Reforms”). The Legislative Reforms authorized a restructuring of the Authority, which resulted in a transformation of the way business is conducted at McCormick Place®. The Reforms further solidified McCormick Place’s competitive standing in the convention and trade-show industry and strengthened Chicago’s ability to attract corporate and association business.

Historic Navy Pier®, the Midwest’s #1 tourist and leisure destination that attracts more than 8.6 million visitors a year, is also owned by the MPEA but is now governed and managed by an independent not-for-profit organization known as Navy Pier, Inc. (“NPI”).

GOALS AND OBJECTIVES

The Authority is seeking proposals from qualified and experienced firms to act as an art curator to provide consulting services and facilitate the art cleaning, conservation, damage prevention and restoration services for the art collection located throughout the McCormick Place Complex.

In accordance with the Metropolitan Pier and Exposition Authority Act (70 ILCS 210/23.1(b)), the Authority has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by the Authority. The Authority's goals for MBE and WBE participation in the performance of the Services are 25% and 5% respectively.

The Authority also encourages the participation by Veteran owned business and Business Enterprises owned by People with Disabilities (BEPD) and accepts the certification issued by the City of Chicago, Cook County, and the State of Illinois.

SECTION III. – SCOPE OF SERVICES

1. The Authority requires the services of an art curator to provide consulting services for its art collection located throughout the McCormick Place complex where an average 4,000,000 people attend conferences and conventions yearly. The art collection includes over one hundred (100) pieces of art varying from sculptures, oil paintings on canvas, tapestries, and electronic/digital pieces by international, national and regional artists. A detailed list of the art collection is attached hereto as **Exhibit 1**, including photographs, names of artist, building locations, approximate size and the media used for the artwork.

The Consultant will be responsible for obtaining and managing qualified firms to provide artwork cleaning, conservation, damage prevention and restoration services for its artwork collection.

2. LOCATIONS

South Building

2301 South Martin Luther King Drive
Chicago, Illinois 60616

West Building

2301 South Indiana
Chicago, Illinois 60616

MPEA reserves the right to add to the locations as it deems necessary, including areas adjacent to MPEA buildings outside.

3. DETAILED SPECIFICATIONS

The Consultant shall provide the following services:

1. Conduct routine inspections of each piece in the art collection for maintenance concerns at least once per month. *The Authority reserves the right to request additional inspections as it deems necessary.* The Consultant shall provide MPEA a written report of each inspection detailing the inspection and any actions recommended as a result of each inspection.
2. Hire, schedule and where applicable, manage subcontractors to perform cleaning, maintenance and planning of the scope of work for all artwork outlined in **Exhibit 1**; including fragile and complicated artworks created by Vorotsos, Beauchemin, Prentice and Chihuly, among others. The **art cleaning services** include, but are not limited to:
 - a. Safely clean and remove the dust and grime from the surfaces of the artwork pieces. The Services shall include any minor restoration to frames, pedestals and supports. The cleaning requested does not include any deep cleaning of varnish or other applied layers. The Authority will provide the lift equipment necessary to perform the Services, depending on availability. The Consultant shall be responsible for supplying all additional equipment and materials necessary to perform the Services.
 - b. All Services shall be performed on premises unless Consultant requests and receives explicit prior permission to do any work off-site. All work must be scheduled and performed during off-time and slow periods of business so as not to interfere with any of McCormick Place's events or operations. All services must be scheduled in advance with the McCormick Place Event Operations Department.
 - c. The first duty of the Consultant is to provide a general description of the artwork based on the Consultant's own review of the collection. In addition, the Consultant must:
 - i. Photographically document each work prior to and at the completion of treatment.

- ii. Submit reports outlining the treatment as performed, the condition and suggested additional treatment (if necessary) for each artwork.
 - iii. Wages of laborers, mechanics, or other workers employed under the agreement shall be subject to the provisions of the Prevailing Wage Act. 820 ILCS 130/1 *et. seq.*, as amended. The Consultant 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.
- 3. The Consultant shall supervise the restoration of damaged artwork.
- 4. The Consultant shall inspect all maintenance and restoration work.
- 5. The Consultant shall, upon request by the Authority, advise about methods to be used for protection of the art collection during building maintenance and events.
- 6. Obtain appraisals of the art collection on an annual basis and provide MPEA updated appraisals for its insurance carriers. If appraisals must be obtained from an independent appraiser, MPEA shall bear the cost. Advise MPEA of any individual artwork that has had a change in value of greater than 25% on an annual basis.
- 7. Maintain up to date records of the art collection including, but not limited to, artist biographies and photographs for insurance and public relations purposes.
- 8. Upon request, Consultant must facilitate and coordinate the process of transporting the artwork in connection with any requests for loan or relocation within the facility.
- 9. Advise McCormick Place security personnel about methods to be used for protection of the art collection during expositions.
- 10. Respond to MPEA inquiries concerning its art collection.
- 11. Assist in public relations initiatives including, but not limited to assisting in the design of brochures, catalogs and web pages. Upon MPEA's request, conduct outreach within the art community to promote the McCormick Place art collection.
- 12. Assist with creating, updating and maintaining both digital and print layout art brochures containing information pertaining to all McCormick Place art.
- 13. Upon request, advise on moving pieces to new locations throughout the facility.
- 14. Upon request, advise and assist with the purchase of new art throughout campus.
- 15. Upon request, advise on the purchase of new pieces with review and consideration of existing pieces for acquisition and donation within the art community.

4. REIMBURSABLES

The Consultant will be reimbursed for out of pocket expenses listed below, *dependent upon prior approval* of MPEA's Designated Representative. All billing for such reimbursable items shall be at actual cost with no surcharge added. Consultant must provide receipts for all reimbursable expenses of \$25.00 or more. MPEA reserves the right to request receipts for reimbursable expenses of less than \$25.00.

- (a) Reproduction of documents specifically required by MPEA.

- (b) Special services or supplies that may be required by MPEA such as outside personnel not identified in the Proposal, blue prints, special computer time, and other extraordinary items.
- (c) Local taxis and parking
- (d) Any other reasonable additional transportation expenses as approved in advance by MPEA's Designated Representative.

5. **DELIVERABLES**

In carrying out its Services, the Consultant shall prepare or provide Deliverables, including but not limited to various written studies, reports, recommendations, lists, analyses and other documents and any supporting statistics and other information, preliminary and underlying data. Monthly reporting will be required and shall include:

1. Detailed statement of the condition of each art piece based on inspections
2. A description of any necessary work that is a result of such inspections
3. Photographs of any damaged artwork

The Authority reserves the right to reject any and all Deliverables which in the sole reasonable judgment of MPEA's designated representative, do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in this Agreement or reasonably necessary for the purposes for which MPEA made this Agreement with Consulting Curator or for which MPEA intends to use the Deliverables. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables shall in no way relieve Consulting Curator of its commitments hereunder. MPEA shall own all work, including all Deliverables developed, produced or delivered in whole or in part under this Agreement.

6. **SCHEDULE OF COSTS**

Part I. Schedule of Costs – Art Curator Fee

Proposer must provide an hourly rate for the services described herein in **Required Form F** (straight time only, MPEA will not pay for any overtime charges). Proposer must also submit the estimated number hours required to complete the following tasks and **provide a detailed description of what each task entails:**

- Twice Monthly Inspections
- Annual Appraisal
- Guided Tour(s) of the McCormick Place Art Collection

Part II. Schedule of Costs – Art Cleaning Fee(s)

Proposer must provide the estimated hours it will require to clean each individual piece of artwork and the hourly rate for each piece. Proposers must also provide supplemental information including: details regarding the cleaning method for each piece of artwork, any additional equipment needed to clean each piece (if applicable), the recommended cleaning frequency and identify the art cleaning subcontractor that will be performing the services.

7. **ADDITIONAL SERVICES**

MPEA reserves the right to request additional services from the Consultant. Any additional services must be authorized in writing by MPEA. Services performed without such authorization shall not be compensated. MPEA will pay Consultant for such approved Additional Services at the hourly rate set forth in **Required Form F**.

8. STANDARD OF PERFORMANCE

The Consultant must perform all services required of it under this RFP with that degree of skill commonly possessed by other art services providers, and in accordance with applicable standards.

The Successful Proposer must at all times use its best efforts to assure timely and satisfactory rendering and completion of its Services. The Successful Proposer must, at all times, act in a manner consistent with the Successful Proposer's professional obligations assumed by it in entering into the contract for Art Services. Successful Proposer must perform all Services in accordance with the terms and conditions of this RFP.

The Consultant must perform all Services required by the RFP. The Successful Proposer must assure that all services that require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Successful Proposer remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by the Successful Proposer or its subcontractors or others on its behalf. All deliverables must be prepared in a form and content consistent with the specifications of the RFP and must be delivered in a timely manner consistent with the requirements of this RFP.

MPEA shall have the right at any time to refuse access to or remove any employee of the Successful Proposer who, in the opinion of MPEA are engaging in unlawful, obtrusive or inappropriate conduct, or any other conduct that violates the Contract terms defined herein. MPEA reserves the right to remove any subcontractor from the premises whose background, performance and/or general methodologies are deemed by MPEA not to be in its best interest.

SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

The Proposer's written response, which details the experience and expertise of the Proposer to provide **Art Services** is due no later than 12:00 pm Friday, December 5, 2023.

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" beginning on Monday, November 27, 2023. The Authority requests that all Proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by email, referencing **RFP #2023-34-M Art Services** to mpeaprocurement@mpea.com to register Proposer's company as a document holder.

A non-mandatory pre-submittal meeting is scheduled for Monday, December 4, 2023 at 11:00 am – click [here](#) to register.

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

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

The Authority will accept questions, in writing via e-mail, until 12:00 PM Central Time, on Thursday, December 7, 2023. Questions should be submitted in writing to mpeaprocurement@mpea.com. A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website and registered document holders will also be notified by email.

RFP submittals are due no later than 12:00 PM Central Time, on Friday, January 5, 2024. Interested parties must submit an electronic, searchable version (PDF and/or Word) of its proposal via email to mpeaprocurement@mpea.com, or via a secure file sharing platform, such as Dropbox or similar, before the deadline. The email must reference the RFP #2023-34-M. The electronic copy must include Required Form F as a separate PDF.

At this time, MPEA is suspending receipt of hardcopies.

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

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Proposals received after 12:00 PM Central Time, on Friday, January 5, 2024, may be deemed non-responsive and ineligible for consideration.

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

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

RFP SUBMISSION REQUIREMENTS

Interested Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements/scope of services, and the completeness and clarity of content. The Proposer is expected to expand on the scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

Proposal Submission

The following provides an outline of the information to be included to demonstrate the qualifications of the Proposer. This outline is not all-inclusive and Proposers can add information as deemed appropriate.

1. **Executive Summary:** An executive summary detailing the Proposer's relevant qualifications and past experience providing similar services required by the MPEA.
2. **Work Plan:** A detailed description of what each task will entail as it relates to monthly inspections, annual appraisals and guided tours of the collection, as outlined in the Schedule of Costs.
3. **References:** A brief description of at least three (3) relevant agreements for which you or your firm currently provide art services similar in scope and complexity to the services described herein. Provide the following information for each reference: the Owner Name, Address, Phone, E-Mail and contact number; a detailed description of services and photographs or other supplemental material.
4. **Description of Subcontractors:** Identify any portion of the Scope of Services that will be subcontracted and to whom they will be subcontracted to. Include a brief description of at least three (3) relevant agreements for which each subcontractor currently provides art services similar in scope and complexity to the services described herein. Provide the following information for each reference: the Owner Name, Address, Phone, E-Mail and contact number; a detailed description of services and photographs or other supplemental material.
5. **Form of Agreement:** Proposer must affirmatively include a statement that the Proposer agrees to the terms in the attached Form of Agreement (Exhibit 2). If the Proposer does not take exception of any of the terms in the Form of Agreement, the Authority will deem the Proposer as having accepted those terms and Proposer will not have the opportunity to submit exceptions after the RFP due date. Alternatively, Proposer must note any specific exceptions to the Form of Agreement with an explanation of the reasons the Proposer does not agree to any specific term by redlining the Form of Agreement in Microsoft Word, and including this redline with respondent's electronic submission.
 - a) **Business & Professional Licenses:** Provide copies of all business and professional licenses and permits necessary for the standard for all Services described herein.
6. **Other:** Proposer may include any other relevant factors the Proposer believes should be considered by the Authority.

Fees

Proposed Pricing and Fee Structure

Part I. Schedule of Costs – Art Curator Fee

Proposer must provide an hourly rate for the services described herein in **Required Form F** (straight time only, MPEA will not pay for any overtime charges). Proposer must also submit the estimated number hours required to complete the following tasks and **provide a detailed description of what each task entails:**

- Twice Monthly Inspections
- Annual Appraisal
- Guided Tour(s) of the McCormick Place Art Collection

Part II. Schedule of Costs – Art Cleaning Fee(s)

Proposer must provide the estimated hours it will require to clean each individual piece of artwork and the hourly rate for each piece. Proposers must also provide supplemental information including: details regarding the cleaning method for each piece of artwork, any additional equipment needed to clean each piece (if applicable), the recommended cleaning frequency and identify the art cleaning subcontractor that will be performing the services.

Required Forms

In addition to the information required above, Proposals must contain the following completed forms:

- | | |
|-------------------|--|
| ○ Required Form A | Form of Transmittal Letter |
| ○ Required Form B | Statement of Business Organization |
| ○ Required Form C | Statement of Qualifications and IRS Form W-9 |
| ○ Required Form D | Proposer Certifications |
| ○ Required Form E | Disclosure of Lobbyists |
| ○ Required Form F | Proposed Pricing and Fee Schedule |
| ○ Required Form G | Notification of Exceptions |
| ○ Required Form H | Insurance Requirement |
| ○ Required Form I | Special Conditions - MBE and WBE |

SECTION V. – RFP EVALUATION

EVALUATION PROCESS

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

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

Evaluation Criteria

In evaluating, the Authority will consider the following:

1. **Experience and Qualifications:** Experience, qualifications, performance on past projects of the same quality, complexity, and size. Whether the Proposer has demonstrated previous experience of similar scope and complexity as described in the RFP and whether proposed work plan addresses the full scope of services.
2. **Subcontractors Experience & Qualifications:** Experience and qualifications of the Proposer's subcontractors and the experience and performance record of individuals who will be utilized in executing the required services.
3. **Quality of References:** Whether the Proposer has provided appropriate references and, if not, whether the Proposer has included information as to why such references were not provided.
4. **Pricing:** Reasonableness of the Proposer's rates as described in Exhibit F – Pricing and Fee Structure.
5. **Special Conditions Regarding MBE/WBE:** Strength of the Proposer's MBE/WBE utilization plan and their compliance with the RFP requirements.

Evaluation and Award Process

The evaluation and award process is as follows:

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

SECTION VI. – CONDITIONS, DISCLAIMERS, AND DISCLOSURES

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

Signing Forms

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

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

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

Ownership of Proposals

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

Improper Practices

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

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Authority, the Authority's appointed evaluation committee, OVG360 (current McCormick Place® Manager), the City of Chicago, Choose Chicago, State of Illinois, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the RFP response selection process.

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

Interpretation

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

Multiple Awards

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

No Criminal/Civil Liability

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

Vendor Ethics

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

Insurance Requirements

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

Freedom of Information Act

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

for confidential treatment, even if the information is exempt from public disclosure. The Proposer will be responsible for any costs or damages associated with the Authority's defending the Proposer's request for exempt treatment.

Confidentiality

Except with the Authority's approval, the Proposer shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than the Authority or its designated representatives, or as required by law, any non-public information which it may have obtained during the RFP process concerning any matter relating to the work or regular business of the Authority.

Taxes

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

Rejection of Proposals

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

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

Protests

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

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

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

SECTION VI. – REQUIRED FORMS

Proposals must contain the completed items listed below that are provided in the following pages of this Section VI:

- A. FORM OF TRANSMITTAL LETTER
- B. STATEMENT OF BUSINESS ORGANIZATION and IRS FORM W-9
- C. STATEMENT OF QUALIFICATIONS
- D. PROPOSER CERTIFICATIONS
- E. DISCLOSURE OF LOBBYISTS
- F. PROPOSED PRICING AND FEE SCHEDULE
- G. NOTIFICATION OF EXCEPTIONS
- H. INSURANCE REQUIREMENTS

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

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

Re: **ART SERVICES**
RFP #2023-34-M

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

1. I have full authority to bind Proposer with respect to this response to the Request for Proposals and any oral or written presentations and representations made to the Authority.
2. *(Full legal name of Proposer)* has read and understands the Request for Proposals and is fully capable and qualified to provide the goods and or services as described within this Request for Proposals.
3. I have read and understand the Request for Proposals, including addenda numbers _____. (If none were issued, indicate "NONE".)
4. *(Full legal name of Proposer)* understands that the Metropolitan Pier and Exposition Authority will rely on Proposer's response to the Request for Proposals and Proposer agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. If requested by the Authority, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist the Authority in evaluating its Proposal.
6. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for **ART SERVICES** with the Authority to supply all of the required items and/or services.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.
8. Proposer understands that the Authority will rely upon the material representations set forth in the Request for Proposals and that Proposer has a continued obligation to update any information which changes or which Proposer learns to be incorrect.

I declare that all Required Forms A - I as issued by the MPEA have not been altered other than to provide information requested, and that completed Forms A-I have been examined by me and to the best of my knowledge and belief are true, correct and complete.

Signed: _____

Typed/lettered name of signatory

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: ART SERVICES

PROJECT NUMBER: 2023-34-M

PROPOSER: _____

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

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

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

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

- (a) Firm Name _____
- (b) Official Address _____
- (c) Fax Number _____
- (d) Telephone Number _____
- (e) FEIN _____
- (f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 1/2%) in the business organization. If no individual does, indicate "NONE".
 - i. 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 1/2%) in such "holding firm". (Use a separate page if necessary).
 - ii. Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 1/2%) in any affiliated entities. (Use a separate page if necessary).

Name	Percentage Ownership

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

(g) List the names of all managing partners:

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

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

(a) Corporate or Company Name _____

(b) Date of Incorporation _____

(c) State of incorporation _____

(d) If incorporated in another State, are you authorized to do business in the State of Illinois?

YES NO

(e) Name and address of registered agent _____

(f) Fax Number _____

(g) Telephone _____ Email address _____

(h) FEIN _____

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

- (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. If no individual does, indicate "NONE".

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

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

Name	Percentage Ownership

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

Signatory's Name _____

Title _____

Address _____

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

If yes, check one: MBE WBE

Certified by:

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

(Please attach copy of current certification letter.)

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: ART SERVICES

PROJECT NUMBER: 2023-34-M

PROPOSER: _____

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

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

Number of consecutive years at this location: _____

Date when business was organized _____

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

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

4. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

(Questions 5 through 7 relate only to Proposer's contracts for the type of services requested in this RFP)

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

If yes to either question, provide details. _____

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

(Questions 6 through 8 relate only to Proposer's contracts for the type of services requested in this RFP)

6. Has Proposer ever refused to sign a contract? Y ____ N ____ At the original price? Y ____ N ____

If yes to either question, provide details. _____

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

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

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

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

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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

12. Proposer has attached a completed IRS W-9 Yes No

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

14. Identify below the Proposer's designated point of contact for purposes of responding to any questions the Authority may have:

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT: ART SERVICES

PROJECT NUMBER: 2023-34-M

PROPOSER: _____

CHECK BOX(ES) TO CERTIFY:

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

- Neither Proposer nor its agents, officers or employees, has entered into any agreement or arrangement with any individual or entity to refrain from bidding, or to do any act or omit to do any act, the result of which would restrain free competition among Proposers.
- Pursuant to 70 ILCS 210/25.3, neither Proposer nor its agents, officers or employees, has made any offer to, nor been solicited by, any member of the Board, officer or employee of the Authority, either directly or indirectly, regarding any money or other thing of value as a gift or bribe or means of influencing his or her vote or action in his or her official character.
- Proposer, its affiliated entities and affiliated persons of Proposer's organization have not made any contributions to any political committees established to promote the candidacy of any declared candidate for the office of Mayor of Chicago or Governor of Illinois in violation of the restrictions in 70 ILCS 210/25.5(a).
- Neither Proposer, nor its agents, officers or employees, is barred from contracting with any unit of state or local government as a result of being convicted of bid-rigging as defined in Section 33E-3 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3), or of bid-rotating as defined in Section 33E-4 (720 ILCS 5/33E-4), or of any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.
- Proposer will, pursuant to 720 ILCS 5/33E-6, report to the Illinois Attorney General and Cook County State's Attorney any prohibited communication that would constitute interference with contract submission and award by a public official.
- Pursuant to 775 ILCS 5/2 105, Proposer complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies.
- Proposer will, pursuant to the Drug Free Workplace Act (30 ILCS 580), provide a drug free workplace. Proposer certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of \$5,000 or more with individuals, and to entities with twenty-five (25) or more employees.
- Proposer and its employees and subcontractors shall comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and the rules applicable to each as well as the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

- [] Neither Proposer, nor any of its affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds a pecuniary interest in the Proposer's organization has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.

- [] Proposer is not in arrears to the State of Illinois for any debts whatsoever (including but not limited to back taxes). Further, the undersigned certifies that the Proposer has not defaulted on any other project with the State of Illinois, US Federal Government, or any governmental entity of Cook County or the City of Chicago.

- [] Proposer is in compliance with the Illinois Lobbyist Registration Act (25 ILCS 170/8) and acknowledges specifically, that contingent fees are prohibited. No person shall retain or employ another to lobby with respect to any legislative, executive, or administrative action for compensation contingent in whole or in part upon the outcome of the action and no person shall accept any such employment or render any such service for compensation contingent upon the outcome of the legislative, executive, or administrative action.

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT: ART SERVICES

PROJECT NUMBER: 2023-34-M

PROPOSER: _____

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

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

B. CERTIFICATION

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

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

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

REQUIRED FORM F – PROPOSED PRICING AND FEE SCHEDULE

NAME OF PROJECT: ART SERVICES

PROJECT NUMBER: 2023-34-M

PROPOSER: _____

Part I. Schedule of Costs – Art Curator Fee

Proposer must provide an hourly rate for the services described herein (straight time only, MPEA will not pay for any overtime charges). Proposer must also submit the estimated number hours required to complete the following tasks and **provide a detailed description of what each task entails:**

- Twice Monthly Inspections
- Annual Appraisal
- Guided Tour(s) of the McCormick Place Art Collection

Part II. Schedule of Costs – Art Cleaning Fee(s)

Proposer must provide the estimated hours it will require to clean each individual piece of artwork and the hourly rate for each piece. Proposers must also provide supplemental information including: details regarding the cleaning method for each piece of artwork, any additional equipment needed to clean each piece (if applicable), the recommended cleaning frequency and identify the art cleaning subcontractor that will be performing the services.

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: ART SERVICES

PROJECT NUMBER: 2023-34-M

PROPOSER: _____

The Proposer understands and agrees that Exhibit 2 Form of Agreement will govern the relationship with the MPEA and the Successful Proposer.

PLEASE CHECK ONLY ONE:

- Proposer acknowledges that there are **no exceptions or additions** to Exhibit 2, Form of Agreement, or any other requirements stated in this RFP #2023-34-M. Proposer accepts the terms and requirements of this RFP and the Form of Agreement and agrees to sign the agreement in substantially the form of Exhibit 2 if it receives the contract award. Additionally, proposer understands that changes or additions will not be considered after proposal submission.

- Proposer acknowledges that **there are exceptions or additions** to Exhibit 2, Form of Agreement, including conflicts of interest, or any other requirements stated in this RFP #2023-34-M. Proposer has attached a detailed mark-up of all exceptions and/or additions, a detailed explanation of said exceptions with alternative language and placement in the excepted agreement terms to this Required Form G, Notification of Exceptions. Additionally, proposer understands that additional changes or additions will not be considered after proposal submission.

REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: ART SERVICES

PROJECT NUMBER: 2023-34-M

PROPOSER: _____

[] **PROPOSER ACKNOWLEDGES THAT IT HAS PROVIDED EVIDENCE OF THE ABILITY TO PROVIDE INSURANCE COVERAGE (i.e., CERTIFICATE OF INSURANCE), AS SPECIFIED BELOW. PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT THE SPECIFICATIONS SET FORTH BELOW SHALL BE INCORPORATED INTO THE AGREEMENT FOR THE SERVICES.**

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

a. **Commercial General Liability**

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

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

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

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

c. **Automobile Liability (If Applicable)**

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

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

d. **Umbrella Coverage**

Per occurrence and Aggregate \$2,000,000.00

Coverage must be in excess of Commercial General Liability, Auto Liability and Employer's Liability. It must be no more restrictive than the primary coverage listed.

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

2. All insurance companies providing coverage must be rated A-VII or better by the A. M. Best Company.
3. Proposer's assumption of liability is independent from, and not limited in any manner by, the Proposer's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by Proposer to the Authority as a result of the liability provisions of the Agreement shall be paid on demand.
4. Proposer insurance shall be primary and non-contributory with any insurance or self-insurance programs maintained by the Authority.
5. All coverage, with the exception of professional liability policy, must contain a Waiver of Subrogation in favor of the MPEA.
6. All policies, including professional liability policies but with the exception of the workers' compensation and employer's liability, shall be primary and non-contributory with any other insurance or self-insurance maintained by the Authority.
7. The Metropolitan Pier and Exposition Authority, its facilities, agents, officers, board members and employees are named as an additional insured by endorsement on the commercial general liability, auto liability and umbrella liability policies.
8. Subcontractors performing services for the Proposer shall maintain coverage and limits equal to or greater than these requirements unless the Proposer and the Authority mutually agree to modify these requirements for subcontractors based on subcontractor's scope of work. Proposer agrees that it will contractually obligate its subcontractors to promptly advise Proposer of any changes or lapses of the requisite insurance coverage and Proposer agrees to notify the Authority of any such notices. Proposer agrees that it will contractually obligate its subcontractors to indemnify and hold harmless the Authority to the same extent that Proposer is required to do so as provided in this Agreement. Proposer assumes all responsibility for monitoring subcontractor's contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services. As an alternative, Proposer may include its subcontractors as additional insured on its own coverage. In the event that the subcontractors are included as additional insured, Proposer agrees to provide Workers' Compensation for subcontractors and their employees.

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

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

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 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 contractors.
13. Any insurances provided by the contractor will in no way limit or restrict the contractor's responsibilities stated with contract or by law.
14. The required insurance to be provided by the contractor shall not be limited or restrict the contractor's responsibilities stated with the contract or by law.
15. At its discretion, the MPEA Risk Management Department has the right to modify and/or delete these insurance requirements.

EXHIBIT 1 – ART COLLECTION SPECIFICATIONS – Posted as separate PDF document

EXHIBIT 2 – SCHEDULE OF NEW ART ADDED TO MPEA COLLECTION – Posted as separate PDF document

EXHIBIT 2 – FORM OF AGREEMENT

[See separate Word file, Respondent must redline Word file if there any exceptions per Form G]

RFP TIMELINE

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

Request for Proposals (RFP) issued	Monday, November 27, 2023
Pre-Submittal Meeting	Monday, December 4, 2023 [click HERE to register]
Questions due	Thursday, December 7, 2023
Answers to questions issued	Tuesday, December 12, 2023
Proposal Due Date	Friday, January 5, 2024
Board Approval and notification of selection	January 2024 Board