

COMPANY NAME: _____

**METROPOLITAN PIER
AND
EXPOSITION AUTHORITY (MPEA)**

INVITATION FOR BIDS (IFB):

**EVENT IDENTIFICATION WRISTBANDS FOR
NAVY PIER**

2010-31



Managing M^c Cormick Place Complex and Navy Pier

METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER
2010-31

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.

The Authority will not be liable for Bidder's failure to obtain or download any addenda issued for a Bid.

The MPEA requests that all Bidders that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by either: faxing CARLYN E. AUGUSTAVE a legible copy of a business card, referencing Bid No. 2010-31 to (312) 791-6156 or by email to mpeapro curement@mpea.com to register Bidder's company as a document holder.

The forms and affidavits included in an INVITATION FOR BIDS must not be altered or retyped in any manner. Some forms are available as writeable PDF documents as a side attachment embedded in the bid document available on-line at www.mpea.com. The Authority will also accept handwritten or typewritten responses.

IMPORTANT DATES

DOCUMENT ISSUED ON TUESDAY, SEPTEMBER 28, 2010 at 12:00 PM

QUESTIONS DUE: MONDAY, OCTOBER 4, 2010 BY 2:00 PM

QUESTIONS ANSWERED BY: TUESDAY, OCTOBER 5, 2010

BIDS DUE: TUESDAY, OCTOBER 12, 2010 AT 11:00 AM

SUBMITTED TO:
METROPOLITAN PIER AND EXPOSITION AUTHORITY
PROCUREMENT DEPARTMENT
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS 60616

ATTN: CARLYN E. AUGUSTAVE, BUYER
mpeapro curement@mpea.com

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
INVITATION FOR BIDS FOR
EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER**

2010-31

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**METROPOLITAN PIER AND EXPOSITION AUTHORITY
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I. KEY INFORMATION ABOUT THIS PROCUREMENT

The METROPOLITAN PIER AND EXPOSITION AUTHORITY, hereinafter referred to as the "Authority", with its Corporate Center located at 301 East Cermak Road, Chicago, Illinois 60616, will receive sealed Bids at this location only until **eleven o'clock (11:00) AM CHICAGO TIME**, on **TUESDAY, OCTOBER 12, 2010** to provide **EVENT IDENTIFICATION WRISTBANDS** to the Authority, in accordance with the provisions of the Bid Form, including the attachments thereto, and the Instructions to and Requirements of Bidders.

Copies of the documents are available on or after **twelve o'clock (12:00) PM CHICAGO TIME**, on **TUESDAY, SEPTEMBER 28, 2010** at the Authority's Corporate Center main reception area between 8:30 AM to 5:00 PM, Monday through Friday or on-line at www.mpea.com. **Bidder must 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 solicitation.**

Minority and Women Owned Business Enterprises are encouraged to participate in this Bid.

The Authority reserves the right to reject any or all Bids, to waive any informality in the bidding, and to accept any Bid which it may deem to be in the best interest of the public. Only Bids from those complying with the provisions of the Instructions to and Requirements of Bidder will be considered.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
PROCUREMENT DEPARTMENT
CARLYN E. AUGUSTAVE, BUYER
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS 60616
mpeaprocurement@mpea.com**

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II. GENERAL INFORMATION AND DEFINITIONS

2.1 GENERAL INFORMATION

The Metropolitan Pier and Exposition Authority (“Authority”) is a political subdivision, unit of local government, body politic and Municipal Corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 et seq. (the “Act”). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois. The Authority operates and maintains McCormick Place®, an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, and Navy Pier®, a historical landmark also located in Chicago directly east of Lake Shore Drive at Grand Avenue on Lake Michigan.

McCormick Place is North America’s premier convention facility and attracts more than four million trade and public show visitors annually to its state-of-the-art facilities, which offer 2.2 million square feet of exhibit space in the North Hall, the South Hall and the Lakeside Center, 114 meeting rooms, the largest ballroom in Chicago, the 4,249-seat Arie Crown Theater, and the Hyatt Regency McCormick Place. In 2007 the Authority opened its West Building, which has added an additional 470,000 square feet of meeting rooms and a 100,000 square foot ballroom to the complex.

Navy Pier combines retail, restaurant, and museum space on fifty acres on Chicago’s lakefront, which include: a Family Pavilion of shops, restaurants, and entertainment; a 6-story glass-enclosed Crystal Garden with tropical plants and a palm tree court; sightseeing and dinner boat cruises; the Chicago Children’s Museum; an IMAX theatre; the Festival Hall Convention Center; the Shakespeare Theatre; the Skyline Stage outdoor theatre; the Smith Museum of Stained Glass; an outdoor Beer Garden; and an historic Grand Ballroom on the far east end. In addition, Navy Pier’s twenty-five acre Gateway Park, immediately west of the Pier, is a major attraction of the Navy Pier complex. Navy Pier offers greatly enhanced capabilities and facilities for year-round festival and entertainment events. Navy Pier has distinguished itself as Illinois’ top tourist attraction, with over 8 million visitors annually.

2.2 DEFINITIONS

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

“Authority” means the Metropolitan Pier and Exposition Authority

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

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

“Contract” means **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** contract that is to be entered into between the Authority and the Successful Bidder pursuant to the Bid Document

“Contractor” means the firm(s), sole proprietor, corporation(s), partnership(s), and joint venture(s) that submit Bids

“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 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 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. The term Successful Bidder shall be equivalent to the term Contractor in the Contract.

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

“WBE” means Women Owned Business Enterprise

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EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER**

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III. INSTRUCTION TO AND REQUIREMENTS OF BIDDERS

3.1 DESCRIPTION OF REQUIREMENTS

The Metropolitan Pier and Exposition Authority ("Authority") is seeking bids from Bidders fully qualified and experienced to provide **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** to the Authority.

3.2 BACKGROUND INFORMATION

The Authority invites the submission of bids for the supply and delivery event identification wristbands. The wristbands will be used for the 2010-2011 and the 2011-2012 WinterWonder Fest held at Navy Pier. The required wristbands vary in color and must be imprinted, by the Successful Bidder, with a logo. The artwork for the logo will be provided by Navy Pier.

3.3 OBTAINING BID DOCUMENTS

Copies of the bid document are available on or after **twelve o'clock (12:00) PM Chicago Time, on TUESDAY, SEPTEMBER 28, 2010** at the Authority's Corporate Center main reception area between 8:30 AM to 5:00 PM, Monday through Friday or on-line at www.mpea.com. **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.**

3.4 BID DEPOSIT AND CONTRACT SECURITY

- A. Each Bid shall be accompanied by a bid deposit in the form of a certified or cashier's check drawn on a National or Illinois State Bank and made payable to the Metropolitan Pier and Exposition Authority in the amount of One Thousand Dollars (\$1,000.00). Bid bonds are acceptable as bid deposits. **Company checks, personal checks and money orders are not acceptable as bid deposits.**
- B. **BIDS THAT ARE NOT ACCOMPANIED BY THE REQUIRED BID DEPOSIT AT THE TIME ESTABLISHED FOR RECEIPT OF BIDS SHALL BE REJECTED AS NON-RESPONSIVE.**
- C. By making such a bid deposit, the Bidder agrees that the proceeds thereof shall be retained as liquidated damages and become the property of the Authority under the conditions stipulated in the Required Form A, Bid Form.
- D. The bid deposit of the Successful Bidder will be returned to the Bidder after the Bidder has signed the **EVENT IDENTIFICATION WRISTBANDS FOR NAVY**

PIER Contract. All other bid deposits shall be returned to the Bidder as stipulated in Required Form A, Bid Form.

3.5 SUBMITTAL OF BID

- A. A **COMPLETE** original with the Bid Deposit attached, and **TWO (2) copies** of the Bid, must be submitted on the form furnished by the Authority. You must type or hand-write "**ORIGINAL**" on cover sheet. All blank spaces for bid prices must be filled in, either in ink or typewritten. In the event of a discrepancy between words and figures, the words shall govern. The "**ORIGINAL**" must contain the original signatures and the original notary certifications/seals.

All Bids must be received no later than eleven o'clock (11:00) AM Chicago time, on TUESDAY, OCTOBER 12, 2010, at Metropolitan Pier and Exposition Authority, Procurement Department, Corporate Center, 301 East Cermak Road, Chicago, Illinois 60616, First Floor, Receptionist Desk. Bids received after this time will be non-responsive and ineligible for consideration for the EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER Contract. 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.

EACH BIDDER IS REQUESTED TO RETURN ALL PAGES OF THIS DOCUMENT IN ITS ENTIRETY AT THE TIME THE BID IS SUBMITTED. BIDS MUST BE RETURNED AS FOLLOWS;

A COMPLETED original of the Bid Package with the Bid Deposit attached, and two (2) copies of the Bid Package.

The Bid Package must include the following:

1. Bid Form
2. Special Conditions Regarding Minority and Women Owned Business Enterprises. This attachment sets for the Authority's affirmative action requirements with particularity. It includes various affidavits, certifications and other reporting forms, which are required to be submitted with this Bid.
3. Statement of Bidder's Business Organization
4. Statement of Bidder's Qualifications and W-9. The Bidder shall submit copies of all certifications, licenses and financials, which are required as part of the Bid qualification process, in addition to any additional requirements and documentation attesting to Bidder's abilities as required by the Statement of Bidder's Business Organization including but limited to all statements detailing experience in the required fields of work.
5. Bidder/Proposer Certifications
6. Disclosure of Lobbyists
7. Form of Transmittal Letter
8. Notification of Exceptions
9. Vendor Registration Form
(ONLY COMPLETE IF THIS IS YOUR COMPANY'S FIRST EXPERIENCE WITH MPEA OR IF

- B.** All Bids shall be submitted in a sealed envelopes clearly identified with "BID DOCUMENTS", the name of the project, the date of the bid opening, and the name of the Bidder, and shall be addressed to the METROPOLITAN PIER AND EXPOSITION AUTHORITY, Corporate Center, 301 East Cermak Road, Chicago, Illinois 60616.
- C.** 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.
- D.** Bids must be signed as follows:
- (1) If the Bidder is a corporation or limited liability company, the Bid must be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation or manager of the company, with the designation of his/her official capacity, and attested properly. The Bid must show the state in which the corporation is chartered. If the business organization is not chartered in the State of Illinois, the Bid must show whether 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 provisions for one of the parties to the joint venture to be in full direction of the project and to exercise this direction through a single individual to be appointed Manager of Operations with the consent of all parties to the Joint Venture Agreement.
 - (5) In every case, the Bid must show the present business address of the Bidder at which communications shall be received and service of notices accepted.
- E.** WHERE BID IS SIGNED BY AN AGENT OF THE BIDDER, EVIDENCE OF THE AGENT'S AUTHORITY TO SIGN MUST ACCOMPANY THE BID. If Bidder is a corporation, such evidence shall be a certified copy of that section of corporate by-laws or other authorization such as a Resolution by the Board of Directors,

which permits the person to sign the offer for the corporation. The name of each person signing the Bid shall be typed or printed below its signature.

- F. ANY NON-CONFORMING BID OR BID TIME STAMPED AFTER THE TIME STATED IN PARAGRAPH 3.5 A. OF THESE INSTRUCTIONS SHALL BE DEEMED NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION.
- G. Written and facsimile modifications of Bids shall be considered only if received prior to the time stated for receipt of Bids. "MODIFICATIONS TO SEALED BID" shall be marked on the lower left-hand corner of the envelope in which the written modification is enclosed to prevent its being opened prior to the scheduled opening of the Bids. NO TELEPHONIC OR ORAL MODIFICATIONS SHALL BE ACCEPTED OR CONSIDERED.
- H. Any Bidder may withdraw its Bid by letter, facsimile, or in person with proper identification at anytime prior to the opening of the Bids. NO TELEPHONIC REQUEST TO WITHDRAW A BID SHALL BE ACCEPTED OR CONSIDERED.

The below checklist is for the use of the Bidder. Please ensure that below listed documents are included with the submitted Bid. Bids that do not contain all necessary documents will be deemed non-responsive and ineligible for consideration.

3.6 CONTRACT TERM

The **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** Contract begins on the Effective Date and shall remain in effect through December 31, 2011.

3.7 ADDENDA AND INTERPRETATIONS

- A. No oral interpretation of the meaning of the Bid Documents will be made to any Bidder.
- B. Requests for interpretation must be received no later than **MONDAY, OCTOBER 4, 2010 at 2:00 PM Chicago time**. Every request for interpretation must be made in writing, addressed to the METROPOLITAN PIER AND EXPOSITION AUTHORITY, Procurement Department, 301 East Cermak Road, Chicago, Illinois 60616, ATTENTION: Carlyn E. Augustave, Buyer and emailed to mpeaprocurement@mpea.com, or faxed to (312) 791-6156. If any interpretations are issued, they will be e-mailed or faxed to all those prospective Bidders who attended the pre-submittal meeting as well as be available for download on the MPEA website at www.mpea.com. If e-mailed or faxed, interpretations will be transmitted to the Bidder at the submitted addresses/facsimile numbers furnished for such purposes not later than five (5) days prior to the date fixed for opening of Bids. Oral requests for interpretation will not receive responses.
- C. 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 or faxed to all those prospective Bidders who attended the pre-submittal meeting as well as be available for download on the MPEA website at www.mpea.com. If e-mailed or faxed, interpretations will be transmitted to the Bidder at the submitted addresses/facsimile numbers furnished for such purposes not later than five (5) days prior to the date fixed for opening of Bids.
- D. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Bidders are responsible for obtaining each Addendum and must acknowledge

receipt of each Addendum that has been issued. The Bid Form contains spaces for the Bidders to inscribe the number of each Addendum that may be issued. If none are issued, fill these spaces with the word "NONE". **The Authority will not be liable for supplier's failure to obtain or download any addenda issued for a Bid.**

3.8 REJECTION OF BIDS

The Authority intends to award the Contract to the lowest, responsible and responsive Bidder. Notwithstanding the foregoing, the Authority hereby reserves the right to reject or to accept any or all Bids that, in its judgment, shall be in the best interest of the public.

Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate Bids not called for, or that are irregular in any way, may be rejected as informal and insufficient. However, the Authority reserves the right to waive 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 **EVENT WRISTBANDS FOR NAVY PIER** Contract shall be in the form prescribed by the Authority and shall be signed by the Successful Bidder in triplicate within ten (10) days after receipt and returned to the Authority for signature. The Contract must be signed as proscribed above in Section 3.5 D.

3.10 EXEMPTION FROM TAXES

Bids shall include all Federal and State taxes in effect on the date of bid opening, except the Retailers' Occupation Tax, the Service Occupation Tax, (both state and local), the Use Tax and the Service Use Tax, since the Authority is exempt from such taxes.

3.11 COMPLIANCE WITH LAWS

The Successful Bidder shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the provision of services or items hereunder and shall ensure that all necessary licenses required by the City of Chicago and the State of Illinois are obtained.

3.12 CONTRACT DOCUMENTS

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

3.13 DIVISIBILITY AND MULTIPLE AWARDS

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

3.14 BID CANVASSING

Bids will be canvassed on the basis of (a) bidder responsiveness, (b) bidder responsibility and (c) the Lowest Extended Price per Event Order.

3.15 AWARD OF CONTRACT

The Authority shall undertake a thorough review of each submitted Bid. This review process may take approximately ninety (90) days, at which time the Board of the Authority may take the necessary steps to award the Contract or may, at its option, after informing the three (3) lowest Bidders in writing of its intention, extend the time to award the Contract an additional thirty (30) days.

3.16 CERTIFICATE OF LIABILITY INSURANCE

The Contractor must provide and maintain during the life of this Contract, at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage's and requirements specified in **REQUIRED FORM H** insuring all operations related to the contract.

3.17 SPECIAL CONDITIONS REGARDING MINORITY & WOMEN BUSINESS ENTERPRISES

This solicitation contains language 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 female owned business enterprise procurement program for any and all work undertaken by the Authority. Goals established pursuant to the adoption of this program include the award of not less than **25%** of the annual dollar value of all contracts, purchase orders, or other agreements (collectively referred to as "contracts") to minority owned businesses (MBE) and **5%** of the annual dollar value of all contracts to female owned business enterprises (WBE). Please refer also to the Special Conditions Regarding Minority and Women owned Business Enterprises, **REQUIRED FORM I** for a detailed description of this program.

3.18 REPORTS/REPORTING CAPABILITIES

Bidders should have the ability to supply **DETAILED** reporting of all items supplied to the Authority under this contract.

3.19 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 Procurement Officer 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.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
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2010-31**

IV. SPECIFICATIONS

4.1 SCOPE OF CONTRACT

The Authority invites the submission of bids for the supply and delivery of event identification wristbands. The wristbands will be used for the 2010-2011 and the 2011-2012 Winter WonderFest ("WWF") events held at Navy Pier. The required wristbands vary in color and must be imprinted, by the Successful Bidder, with a logo. The artwork for the logo will be provided by Navy Pier.

Under the Contract, of which these Specifications are a part, the Bidder shall furnish and deliver event identification wristbands for Navy Pier of the grade, type, quality, and quantity named in the accepted Bid to the locations listed herein. The Material furnished shall be free from defects in materials or workmanship.

4.2 DELIVERY LOCATIONS

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

NAVY PIER
600 East Grand Avenue
Chicago, Illinois 60611

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

4.3 DETAILED SPECIFICATIONS

The Authority requires event identification wristbands for the 2010-2011 and the 2011-2012 WWF held at Navy Pier. The Successful Bidder must furnish and deliver the wristbands in accordance to the following specifications:

<u>WWF</u>	<u>Estimated Number of Wristbands</u>
12/3/10 – 1/2/11	205,000
December 2011 (exact dates tbd)	205,000

Wristband

- Tyvek, ¾ inch width, 10 inch length, adhesive seal
- In a variety of colors (see list below)
- Available in increments of 500; 1,000 per box
- With detachable stubs
- Imprinted with sequential serial numbers on wristbands and stubs
- Imprinted with a custom logo for each event. This logo may change, depending on the event and is typically one color: black. A sample of the wristband logo is provided as Exhibit II and is included for bidding purposes only. The logo for WWF 2010 and WWF 2011 will be furnished by Navy Pier in PDF, JPEG or EPS format at the time the wristbands are requested.

Colors

- The wristbands should be available in a variety of solid and striped colors including but not limited to:
 - Lime: solid and striped
 - Orange: solid and striped
 - Red: solid and striped
 - Yellow: solid and striped
 - Magenta: solid and striped
 - Purple: solid and striped
 - Blue: solid and striped
 - Pink: solid and striped
 - White
 - Gold
 - Green: solid and striped
 - Black
 - Silver

Three to four weeks in advance of each WWF event, a purchase order will be issued by Navy Pier to notify the Successful Bidder of the event, required delivery date, quantity per color, and the appropriate logo. The Successful Bidder must provide to the Authority for approval a sample wristband imprinted with the event logo prior to production. The quantities provided are estimates only and as such may not represent the actual quantities required for an event. The Authority reserves the right to increase or decrease the quantities to correspond to the actual needs of the Authority. The Successful Bidder must provide the wristbands at the same unit price quoted in Required Form A, Bid Form.

The Authority reserves the right to add and/or change events as they are scheduled.

4.4 PRICES

Bidders must provide the total price for the estimated quantity of wristbands required per order. The total price must include the artwork set-up fee to imprint the wristbands for each event. Reference Exhibit II for Sample Wristband Logo.

Prices quoted in Required Form A, Bid Form are delivered prices. No shipping, handling, or delivery charges of any kind shall be honored by the Authority.

4.5 AVAILABILITY

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

4.6 REPRESENTATION AND WARRANTY

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

4.7 RELATED ITEMS

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

4.8 CONTRACT TERM

The **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** Contract begins on the Effective Date and shall remain in effect through December 31, 2011.

4.9 REPORTS/REPORTING CAPABILITIES

Bidders should have the ability to supply **DETAILED** reporting of all items supplied to the Authority under this contract.

4.10 DEFAULT / AVAILABILITY

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

REQUIRED FORM A

BID FORM

BIDS SUBMITTED BY:

TO: THE METROPOLITAN PIER AND
EXPOSITION AUTHORITY
Corporate Center
301 East Cermak Road
Chicago, Illinois 60616

1.1 COMMITMENT TO ENTER CONTRACT

A. This is to certify that the undersigned, _____, hereinafter referred to as the Bidder, has read (1) the Advertisement, (2) the Instructions to and Requirements of Bidder, and (3) the Specifications for **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** prepared by the Metropolitan Pier and Exposition Authority, hereinafter referred to as the "Authority", and that the Bidder has made all the investigations and examinations required by said documents.

B. The undersigned hereby agrees to enter into **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** with the Authority, in substantially the Form of Contract attached to these Bid Documents (as Exhibit 1) and to furnish all the items or services required under the Contract.

1.2 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 highest percent discount, 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 grand total per event to the Authority, and (iv) the amount of deposit which shall accompany this Bid shall be One Thousand Dollars (\$1,000.00).

B. The undersigned hereby offers and agrees to furnish and deliver **EVENT WRISTBANDS FOR NAVY PIER** for the Authority as follows:

The Total Price must include the artwork set-up fee to imprint the wristbands for each event.

Estimated Quantity per Event Order	Unit Price	Extended Price
205,000 wristbands	\$ _____	\$ _____

Commodity Code #080-10 – EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER

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

Person to contact regarding Bid:

Name: _____ FEIN: _____

Address: _____

Telephone: _____ Facsimile: _____

Location of facility where inventory is maintained:

Address _____

Telephone Number _____

E-Mail Address _____

1.3 BID DEPOSIT

- A. The undersigned agrees that the bid deposit, in the amount of **One Thousand Dollars (\$1,000.00)**, enclosed herewith, payable to the METROPOLITAN PIER AND EXPOSITION AUTHORITY, is the measure of liquidated damages which said Authority shall sustain and that the proceeds here from shall become the property of said Authority if for any reason the undersigned:
- (1) Withdraws its Bid after opening of the Bids and prior to the time the **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** have been signed and delivered to the Authority.
 - (2) Upon written notification of the Award of the Contract to him/her, he/she fails to properly sign and deliver to the Authority the **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** within ten (10) days after such Agreement has been mailed to the undersigned for execution.
- B. The undersigned further agrees that the Authority shall have the right to retain the bid deposit as needed for the period of bid evaluation and contract preparation

not to exceed one hundred twenty (120) days from the date of the opening of the Bids if the undersigned is one of the three (3) lowest Bidders, and for a period of ten (10) days from the date of opening of the Bids if the undersigned is not one of the three (3) lowest Bidders. At the expiration of said time, said bid deposit shall be returned to the undersigned unless said bid deposit has become the property of the Authority as liquidated damages for one of the reasons stipulated above.

- C. The undersigned further agrees that withdrawal of this Bid, or failure to sign **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** within the time herein-above set forth, shall automatically bar the undersigned from any further consideration and terminate any and all rights the undersigned may have acquired in, by, or through this Bid.
- D. The undersigned further agrees that the Authority shall have the right to reject any or all Bids.

1.4 STATEMENT OF BIDDER'S BUSINESS ORGANIZATION

The undersigned hereby states that in addition to the information required by Sub-paragraph 3.5, A., he/she has provided all the information required in the attached Attachments that are a part of this Bid.

1.5 BIDDER CERTIFICATIONS

The undersigned further states that he/she has properly executed Required Form D, Bidder Certifications which is a part of this Bid.

1.6 MINORITY BUSINESS ENTERPRISE(S)/WOMEN-OWNED BUSINESS ENTERPRISE(S)

The undersigned further states that he/she has properly executed, or properly caused to be executed, and has submitted, all appropriate documents relating to MBE(s)/WBE(s) as required by the Bid, including specifically Required Form I.

1.7 CONTRACT TERM

The **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** Contract begins on the Effective Date and shall remain in effect through December 31, 2011.

1.8 SIGNATURES

(If an Individual)

Signature of Bidder

Business Address _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

1.8 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 _____, 2010.

NOTARY PUBLIC

(SEAL)

1.8 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 _____, 2010.

NOTARY PUBLIC (SEAL)

1.8 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 _____, 2010.

NOTARY PUBLIC

REQUIRED FORM B

STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: _____

PROJECT NUMBER: _____

BIDDER/PROPOSER: _____

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

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

(a) Name _____

(b) Official Address _____

(c) Telephone _____ Email address _____

(d) Fax Number _____

(e) FEIN _____

(f) Is the individual authorized to do business in Illinois? ☐ YES ☐ NO

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

(a) Firm Name _____

(b) Official Address _____

(c) Fax Number _____

(d) Telephone Number _____

(e) FEIN _____

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

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

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

Name	Percentage Ownership

(g) List the names of all managing partners:

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

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

(a) Corporate or Company Name_____

(b) Date of Incorporation _____

(c) State of incorporation_____

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

(e) Name and address of registered agent _____

(f) Fax Number_____

(g) Telephone_____ Email address _____

(h) FEIN _____

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

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

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

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

Name	Percentage Ownership

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

If yes, check one: ☐ MBE ☐ WBE

Certified by: ☐ City of Chicago
☐ Chicago Minority Supplier Development Council
☐ County of Cook
☐ Women's Business Development Center
☐ State of Illinois, Department of Central Management Services

Date of Certification: _____

Please attach copy of current certification letter.

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

(Signature)

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2010.

NOTARY PUBLIC

REQUIRED FORM C

STATEMENT OF QUALIFICATIONS

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. _____

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

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

(Signature)

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2010.

NOTARY PUBLIC

(SEAL)

BIDDER CERTIFICATIONS

NAME OF PROJECT: EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER

PROJECT NUMBER: 2010-31

BIDDER: _____

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. 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.
4. 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.
5. 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.
6. 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.
7. 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).

A. 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 _____)
County of _____) SS

Subscribed and sworn to before me this

____ day of _____, 2010.

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: Carlyn E. Augustave, Buyer

Re: **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER**

Dear Mrs. Augustave:

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") for **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER**. 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 negotiate and enter into an Agreement for **EVENT IDENTIFICATION WRISTBANDS FOR NAVY PIER** with the Authority in accordance with the **FORM OF CONTRACT** described in **EXHIBIT 1** of the Invitation for Bids and to supply all of the items or services required in **ARTICLE 4**.
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.)

Signature Page

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. Sub Consultants or sub contractors 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, EXHIBIT 1, OR ANY OTHER REQUIREMENTS STATED IN THIS PROCUREMENT #2010-31.

Signed: _____

(Typed/lettered name of signatory)

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

Date: _____

☐ BIDDER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS** TO EXHIBIT 1-FORM OF CONTRACT, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS PROCUREMENT #2010-31 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 Selected 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 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

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

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer's Liability

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$ 500,000.00
Per Employee - Disease	\$ 500,000.00
Annual Aggregate - Disease	\$ 500,000.00

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 - Occurrence	\$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.

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to the Authority as a result of the liability provisions of the Contract shall be paid on demand.
4. Contractor 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 trustee, facilities, agents, officers, board members and employees are named as an additional insured.
9. Subcontractors performing services for the Selected Contractor shall maintain coverage and limits equal to or greater than the Bidder.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.

REQUIRED FORM I

**SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN BUSINESS
ENTERPRISES**

(If not attached, available for Download from website- www.mpea.com)

REQUIRED FORM J
VENDOR REGISTRATION FORM

(If not attached, available for Download from website- www.mpea.com)

EXHIBIT 1
FORM OF CONTRACT

EXHIBIT II

SAMPLE WRISTBAND LOGO

(If not attached, available for Download from website- www.mpea.com)