
Request for
Proposals
2017-14-M

Data Center
Development
Opportunity
Ground Lease



Issued July 12, 2017

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I. BACKGROUND INFORMATION AND OBJECTIVES

The Metropolitan Pier and Exposition Authority ("Authority", "MPEA", "Owner") is a political subdivision, unit of local government, body politic and municipal corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 et seq. (the "Act"). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois. The Authority owns Navy Pier located at 600 E. Grand Avenue in Chicago; McCormick Place[®], an exhibition and convention center located at 23rd Street and Martin Luther King Drive in Chicago, and the Hyatt Regency McCormick Place.

McCormick Place[®] is North America's premier convention facility. The McCormick Place Complex ("MPC") comprises four buildings, the South, West, North buildings and the Lakeside Center. These buildings have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making it the nation's largest convention center.

Expansion of the McCormick Square campus is underway, including a 1206-room Marriott Marquis Chicago Hotel and Wintrust Arena, a 10,000 seat multi- purpose facility that will serve as a first-class NCAA basketball arena and a general assembly hall for large business meetings and other major special events. DePaul will be the anchor tenant in the Wintrust Arena, hosting DePaul NCAA men's and women's home basketball games, tournaments, and other DePaul events. Prairie District³ ("PD3") Partners, a joint venture team led by Clark Construction Group-Chicago, is the Design-Builder ("DB") for these two projects, and it is the Authority's goal to complete the construction of the Marriott Marquis Chicago hotel and the Event Center in 2017.

Additional information about the MPEA can be viewed at <http://www.mpea.com/>

OBJECTIVES

The goal/objective of this Request for Proposals is to:

Enter into a ground lease with a Proposer to design and build and to operate and maintain a data center for the term of the lease.

Ensure use is compatible with PD 331, the neighborhood/neighbors, and other McCormick Place users.

Information about the currently approved City Planned Development 331 can be found here:

https://gisapps.cityofchicago.org/gisimages/zoning_pds/PD331.pdf

The MPEA seeks proposals from qualified and experienced data center developers interested in a ground lease for use of the Property available per this RFP.

The development team must be capable of managing all aspects of developing a data center including but not limited to: managing any and all aspects related to the zoning and permitting of the proposed structure and any necessary ingress/egress, utility services, carrier connections and agreements and other requirements related to the Property; securing financing for the development; managing the design and construction of the building and any other improvements/changes; marketing the data center to potential clients; expertise to operate and maintain the data center as an ongoing business and manage all responsibilities related to the property such as snow removal, security, etc..

II. RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

RFP documents are available for downloading at the MPEA website at www.mpea.com under the link "Doing Business/Current Opportunities". If it becomes necessary to revise or amend any part of this RFP, the Authority will publish a revision by written addendum on its website and notify all prospective Proposers who have emailed contact information as document holders to mpeaprocurement@mpea.com.

Proposers are to contact only the MPEA Procurement Department at mpeaprocurement@mpea.com or (312) 791-6441 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 deadline for questions and requests for additional information, which must be submitted via e-mail to mpeaprocurement@mpea.com, is Wednesday, July 19, 2017 at 12:00 pm.

Final responses to this RFP are due no later than **12:00 PM (CST) on Wednesday, August 9, 2017**. Submit one (1) original unbound hard copy, one (1) electronic (email to mpeaprocurement@mpea.com or provide on a flash drive) copy and 2 additional hard copies of the RFP submittal that includes all information in the format outlined in this RFP. The original submission must include Required Form F – Proposed Financial Terms and Conditions in a separately sealed envelope within the original submittal container. All other hard copies MUST EXCLUDE Required Form F.

Hard copy submittals and supporting documentation should be submitted in a sealed package labeled "Request for Proposals #2017-14-M Data Center Development Opportunity" and delivered to the following address:

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

The Proposer's written response, detailing the Proposer's experience and plan for the Property, is due no later than **12:00 PM (CST) on Wednesday, August 9, 2017**

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

RFP SUBMISSION

The following outlines the submittal requirements and contents of the proposal. This outline is not all-inclusive and Proposers can add information as deemed appropriate. Proposers should respond to each item in accordance with the Development Proposal as provided in Section III. The terms outlined in the Development Proposal are not intended to be a list of all lease terms, but are instead as an outline of the major points to be agreed upon by both MPEA and the Proposer.

- 1. General Project Narrative** Proposal for use of the described property, including but not limited to a description of any proposed improvements.

- 2. Site Plan** Include proposed concept renderings for use of the property, including any proposed improvements/construction.

- 3. Development Schedule / Schedule for Construction** Include a schedule including tasks, duration, and schedule for permitting, development, and construction activities.

- 4. Firm/Proposer History** Description of the Proposer’s team organization, experience, qualifications, and capabilities.

- 5. Key Personnel** A summary of experience of the key personnel who will be involved with the development, operation, and management of leased property.

- 6. Financial Capacity** Evidence of Proposer’s capacity to finance and perform the project by providing annual financial statements, such as balance sheets, profit and loss statements, or financial report for the last three years, and evidence of committed financing for this Proposal.

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

Required Form A	Form of Transmittal Letter
Required Form B	Statement of Business Organization
Required Form C	Statement of Qualifications and IRS Form W-9
Required Form D	Proposer Certifications
Required Form E	Disclosure of Lobbyists
Required Form F	Proposed Financial Terms and Conditions (Placed in a separately sealed envelope within the original submittal container)
Required Form G	Insurance Requirements
Required Form H	[Not Used]
Required Form I	Special Conditions Regarding Minority and Women Owned Businesses

III. DEVELOPMENT PROPOSAL

The following summarizes the existing conditions of the Property. Proposers shall have the opportunity to tour the Property and make their own assessment of the physical condition and layout of the Property. The Property is publicly accessible and may be toured at Proposers' convenience.

EXISTING CONDITIONS

- 1. Property:** The Property available for lease includes Parcel E of Subarea 4 in PD 331 and as shown in Exhibit II.
- 2. Electrical:** Proposer is responsible for investigating and coordinating with ComEd directly for supply of electricity to the Property.
- 3. Fiber:** Proposer is responsible for coordinating directly with carriers for services.
- 4. Security:** Operator shall provide security, at its expense for the leased Property for the regulation of traffic, maintenance of order and protection of persons and property. Operator's security contractor must be licensed and bonded by the State of Illinois.
- 5. Parking:** Proposer must include in its Proposal any plans for parking if using the Property for parking, indicating the number of spaces, ingress, egress and access control.

PROPOSED TERMS AND CONDITIONS

- 1. Property:** Proposals for use of the Property must be in accordance with PD 331.
- 2. Term/ Occupancy:** Proposer must indicate in its Financial Proposal requested lease term and if applicable, requested extension options.

- 3. Financial Terms:** Proposer should include a detailed Financial Proposal, including proposed rent for the term of the lease and any requested extension terms.
- 4. Construction Requirements:** Proposer is responsible for all design and construction in accordance with its proposed use and in accordance with all applicable rules, regulations, and ordinances.
- 5. Subleasing & Assignments:** Proposer shall have the right to sublease or assign to any compatible creditworthy Operator and for any use conforming to the Lease. MPEA shall have the right to approve the form of sublease; approval shall not be unreasonably withheld. Indicate any proposed sub-lessors.
- 6. Construction Contractor:** The Successful Proposer will be responsible for contracting with a reputable construction firm for any proposed construction.
- 7. Hazardous Materials:** Proposer shall be responsible, at Proposer's cost, for any hazardous material cleanup required for development of the Property.
- 8. Electric & Cooling:** Proposer will be responsible for providing and paying for any electricity and cooling costs.
- 9. Security System** The Premises will be permitted to have its own security system and security personnel, all as approved by MPEA.
- 10. Building Services:** Proposer shall be responsible for typical building services including maintenance of all common areas and building systems including HVAC and electrical systems, structural repairs, elevators, janitorial, waste and snow removal, water, sewer and gas, and fire life safety.
- 11. Performance Bond:** Before beginning any construction, Proposer shall provide Performance and Labor and Material Payment Bonds in an amount equal to 100% of cost of the improvements with surety or sureties listed on the most recent official United States Department of the Treasury Federal Register of Companies Holding Certificates of Authority as Acceptable

Sureties on Federal Bonds and having a Best's Insurance Guide rating of A(VIII) or higher. Such Bonds shall be executed on the American Institute of Architects (AIA) Document A312, December 2010 Edition, and shall name the Authority as Owner and any other parties designated by the Authority as Additional Obligees, provided that the latter have a clearly demonstrated interest in the Improvements.

13.

Prevailing Wage and Project Labor Agreement:

The Successful Proposer shall comply with the terms and provisions of the Prevailing Wage Act and the Authority's Project Labor Agreement.

14. **Minority and Women Owned Business Enterprises (MBE/WBE):**

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 projects undertaken by the Authority. The MPEA encourages minority and women owned businesses to participate in this RFP through: (1) direct ownership, management and operation of the data center; (2) ownership, management and operation of specific locations as subtenant(s) to an operator; or (3) a joint venture in which minorities and women control a distinct portion of the joint venture business. The Authority's goals for MBE and WBE participation are 25% and 5%, respectively on any construction. Successful Proposer will commit to making a good faith effort to achieve the stated goals, an MBE/WBE utilization plan as part of any construction plan provided at Proposal submission. The Authority's Special Conditions for Minority and Women Owned Businesses are set forth in Required Form I.

16 **Indemnification:**

Successful Proposer agrees, to the fullest extent permitted by law, to indemnify, defend and hold Owner and its Board members, officers, employees and agents ("Indemnified Party" or Indemnified Parties") harmless from and against any and all claims, liens, damages, injuries (including damage or injury to persons or property), actions, suits, proceedings, costs and expenses (including reasonable attorneys' fees and costs (collectively the "Claim(s)") arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance associated with the use, misuse or occupancy of the Premises by Successful Proposer and its sub-operators, agents, employees, contractors, guests, invitees, attendees or any other person entering the Premises with the implied or express permission of Proposer. In defending all Claims, Proposer shall use counsel reasonably satisfactory to Owner and shall proceed with diligence, timeliness and good faith in such defense. Proposer's duty to indemnify shall apply to an Indemnified Party except to the extent such Claim(s) results from the sole negligence, gross negligence or willful misconduct of that Indemnified Party, but said duty to indemnify shall continue as to other Indemnified Parties who are not found liable for gross negligence or willful misconduct. Except as may be otherwise provided by applicable law, the Indemnified Parties right of indemnification shall not be impaired, reduced or diminished by any act, omission, misconduct, negligence or default of any Indemnified Party or of any employee or agent of any Indemnified Party who may have contributed thereto. To the extent any law may prohibit any application of all or any part of the indemnity obligations in this Agreement, it is the intent of the parties that any such

prohibited provisions are severable and the indemnity obligations in this Agreement shall be construed to impose the indemnity obligation in all circumstances, applications and situations to the fullest extent permitted by law. Proposer waives as to the Indemnified Parties any immunities, defenses, or limitations it may have, including specifically and without limitation any cap or limit on its maximum exposure for its liability to third parties arising out of injuries to an employee of the Licensee. Nothing contained in this section shall act as a waiver of any defense of tort immunity by Owner, as a governmental entity, under the provisions of Illinois law.

IV. PROPOSAL EVALUATION CRITERIA

EVALUATION PROCESS

The Authority intends to use an Evaluation Committee 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, and to determine whether the Proposer is responsible and one with whom the Authority can or should do business. The Authority will then review the merits of the proposals to determine the best value to the Authority and the ability of the Proposer to manage and maintain such an enterprise.

The Authority may elect to go into direct negotiations with Proposers that the Authority deems qualified. However, a qualified designation does not assure a Proposer of final selection. Throughout the evaluation and selection period, each Proposer may be required to furnish additional information, make presentations and attend meetings as requested by the Authority.

PROPOSAL EVALUATION CRITERIA

Evaluations will be based on criteria outlined herein and all proposals will be evaluated using the same criteria. The Authority will accept the Proposal it deems most likely to meet the objectives outlined in this RFP. In evaluating the Proposals, the Authority will consider the following:

1. **Overall Best Value to MPEA:** MPEA will evaluate all aspects of Proposers response, including but not limited to proposed financial terms, and will select a Proposer in accordance with the requested items detailed in this RFP which best meets the goals and objectives set out by MPEA.
2. **Project Understanding:** MPEA will evaluate all aspects of Proposer's response and will select a business partner in accordance with the requested items detailed within this RFP. Proposers should refer to Section III and provide a project narrative to outline project understanding and clearly articulate approach for development of a Data Center. Quality and comprehensiveness of the proposed implementation will also be considered.
3. **Experience and Performance:** Whether the Proposer has previous experience with developments of similar scope and complexity as described in the RFP, and demonstrates its ability and qualifications in successfully establishing and maintaining the proposed leasing arrangement with the MPEA. Additionally, whether the Proposer has provided evidence of its ability to access specialized data center leasing markets locally, nationally, and/or internationally in its current business relationships.
4. **Financial Stability:** Whether the Proposer has provided sufficient evidence of its financial ability and stability to successfully develop the proposed data center.
5. **Compliance Plan:** The strength of the Proposer's MBE/WBE plan for any construction on the property.

V. 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 also reserves the right to seek new submittals when such a request is in the best interest of the Authority and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. 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. The RFP and the selected Proposer's response to the RFP will, by reference, become a part of the final Contract between the selected Proposer and the Authority resulting from this solicitation process.

Owner, its officers, directors, elected officials, employees or agents, do not assume any responsibility or make any representations or warranties, whether express or implied, by operation of law or otherwise, with respect to the Property or this RFP or any information or statements (including financial statements and projections) contained herein or relating hereto, including the accuracy or completeness of such information or statements and the condition, quality or fitness of the Property. Potential investors are urged to perform their own examination and inspection of the Property and information relating to same, and shall rely solely on such examination and investigation and not on this RFP or any information or materials contained herein or otherwise provided.

This RFP is provided subject to prior sale or lease, change of price or terms and other changes to the materials, statements and information contained herein or relating to the Property, and is subject to withdrawal, all without notice or any liability. In no event shall the delivery or receipt of this RFP be deemed to create any legal obligation to enter into any transactions with respect to the Property, and only a definitive agreement signed by all parties and approved by the owner's corporate authorities shall create a binding commitment to enter into a transaction.

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.

- 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.
- 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.

Ownership of Proposals

The 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 not offer any gratuities, favors, or anything of monetary value to any official or employee of the Authority, the Authority's appointed evaluation committee, SMG, the City of Chicago, CCTB, 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. However, the Authority reserves the right to award the Contract to one or more Proposers as it deems to be in its best interest.

No Criminal/ Civil Liability and Not In Arrears Certification

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 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.

Vendor Ethics

The Authority is prohibited by law from contracting with certain persons and entities. Accordingly, ownership interests must be disclosed. 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 Required Form G, 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, 5 ILCS 140 (FOIA) 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 show the specific grounds under FOIA or other law or rule that support exempt treatment. The Authority is not obligated to honor requests for confidential treatment, even if the information is exempt from public disclosure. The Proposer will be responsible for any costs or damages associated with the Authority's defending the Proposer's request for exempt treatment.

Confidentiality

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

Taxes

The Successful Proposer is responsible for all existing and future applicable federal, state, and local taxes, whether direct or indirect, incurred in connection with the Contract. 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 related to procurement contracting with any unit of government, may be rejected.

Protests

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

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

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

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

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

Re: **Data Center Development Opportunity RFP #2017-14-M**

Dear Ms. Ngo:

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 Data Center Development Opportunity. 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 meet the requirements of the leasing terms as described within this Request for Proposals.
3. I have read and understand the Request for Proposals, including addenda numbers _____. If none were issued, indicate "NONE".
4. (Full legal name of Proposer) understands that the Metropolitan Pier and Exposition Authority will rely on Proposer's response to the Request for Proposals and Proposer agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. (Full legal name of Proposer) agrees to hold its Proposal open for a period of 60 days from the date and time established for notification of award, and, if requested by the Authority, for an additional 30 days thereafter.
6. If requested by the Authority, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist the Authority in evaluating its Proposal.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.
8. Proposer understands that the Authority will rely upon the material representations set forth in the Request for Proposals and that Proposer has a continuing obligation to update any information which changes or which Proposer learns to be incorrect. If the Authority determines that any information provided in response to this Request for Proposals is false, incomplete or inaccurate, or if any provision of the requirements of the Request for Proposal is violated, the Contract may be void or voidable, and the Authority may pursue any remedies under the Contract, at law, or in equity, including terminating the Proposer's participation in the project or transaction and/or declining to allow the Proposer to participate in future transactions with the Authority.
9. It is understood that an original and multiple copies of the Request for Proposals have been submitted for consideration. Proposer warrants that all copies are identical to the original in all respects.

11. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for Data Center Leasing Opportunity with the Authority.
12. I declare that all Required Forms A through H have been examined by me and to the best of my knowledge and belief are true, correct, and complete.
13. Proposer understands and acknowledges that the certifications, disclosures and acknowledgments contained in the Proposal and provided in Required Forms A through H will become a part of any contract awarded to the Proposer by the Authority in connection with **RFP #2017-14-M**.

Signed: _____
Signature

Typed/lettered name of signatory

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: DATA CENTER DEVELOPMENT OPPORTUNITY

PROJECT NUMBER: 2017-14-M

PROPOSER: _____

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

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

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

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

- (a) Firm Name _____
- (b) Official Address _____
- (c) Fax Number _____
- (d) Telephone Number _____
- (e) FEIN _____
- (f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization.

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

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

Name	Percentage Ownership

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

(continued)

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
 (continued)

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.

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:

Signator'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: Data Center Development Opportunity
PROJECT NUMBER: 2017-14-M

PROPOSER: _____

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

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

Number of consecutive years at this location: _____.

Date when business was organized _____.

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

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

4. List below two (2) trade references:

A. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

B. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS (continued)

PROPOSER: _____

5. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

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

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

If yes to either question, provide details. _____

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

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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS (continued)

PROPOSER: _____

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

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

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

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

14. Proposer has attached copies of its annual financial statement, such as balance sheets, profit and loss statement, or financial report, for the last three (3) years. _Yes_ _No

15. Proposer has attached a completed IRS W-9 _Yes_ _No

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

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

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT: **Data Center Development Opportunity**

PROJECT NUMBER: **2017-14-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 \$5000 or more with individuals, and to entities with twenty-five (25) or more employees.
- Proposer 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).

REQUIRED FORM D – PROPOSER CERTIFICATIONS

PROPOSER: _____

- [] 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.

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT: DATA CENTER DEVELOPMENT OPPORTUNITY

PROJECT NUMBER: 2017-14-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. 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 Proposer’s Minority and Women’s Business Enterprise participation.

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. Sub Consultants 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 Data Center Development Opportunity.
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 APPLICANT OR IS ANTICIPATED TO BE RETAINED DIRECTLY BY THE APPLICANT.

REQUIRED FORM F – PROPOSED FINANCIAL TERMS AND CONDITIONS

NAME OF PROJECT: DATA CENTER DEVELOPMENT OPPORTUNITY

PROJECT NUMBER: 2017-14-M

PROPOSER: _____

Proposer is requested to submit, as an attachment to this Required Form F, a narrative describing its proposed financial terms and provide proof of financing. Required Form F and any related attachments must be placed in a separately sealed envelope within the original submittal container.

Proposal Terms:

(a.) Proposed Number of Years:_____. Proposer must specify the proposed term (number of years) of the lease. The number of years should reflect the minimum number of years Proposer is willing to enter into a lease based on the scope and magnitude of the proposed development. Proposals may be rejected if the term is excessive.

(b.) Proposed Security/Performance Deposit: \$_____. Proposer must specify the sum of the security/performance deposit proposed. The deposit should reflect the maximum amount Proposer is willing to deposit with the MPEA based on the risk associated with the scope and magnitude of the project. Proposals may be rejected if the deposit is deficient. The deposit will be returned after completion of the construction and/or termination and complete compliance with the terms of the lease agreement.

(c.) Proposed Compensation: Proposer must specify the sum it will pay as annual rent to be paid monthly. The MPEA suggested rent is a base amount and a percentage of annual gross revenue. Proposers must specify proposed rent increases throughout the life of the lease and percentage rent for increasing revenue milestones. Proposals may be rejected if compensation to the MPEA is deficient.

Sample Proposed lease terms:

TERM YEAR(S)	PROPOSED COMPENSATION TO MPEA		
_____ to _____	Annual Base Rent: _____	Percentage Rent: _____	\$0 to \$X
		Percentage Rent: _____	\$X+1 to \$Y
		Percentage Rent: _____	\$Y+1 to \$Z
_____ to _____	Annual Base Rent: _____	Percentage Rent: _____	\$0 to \$X
		Percentage Rent: _____	\$X+1 to \$Y
		Percentage Rent: _____	\$Y+1 to \$Z
_____ to _____	Annual Base Rent: _____	Percentage Rent: _____	\$0 to \$X
		Percentage Rent: _____	\$X+1 to \$Y
		Percentage Rent: _____	\$Y+1 to \$Z

OTHER PROPOSED TERMS (IF ANY)

REQUIRED FORM G – INSURANCE REQUIREMENTS

NAME OF PROJECT: DATA CENTER DEVELOPMENT OPPORTUNITY

PROJECT NUMBER: 2017-14-M

PROPOSER: _____

PROPOSER ACKNOWLEDGES THAT IT HAS PROVIDED EVIDENCE OF THE ABILITY TO PROVIDE INSURANCE COVERAGE (i.e., CERTIFICATE OF INSURANCE), AS SPECIFIED BELOW.

1. The Selected Proposer 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. The Selected Proposer must provide the Authority with certificates evidencing such coverage prior to receiving the contract:

a. Commercial General Liability Coverage

	<u>Limit</u>
General Aggregate	\$2,000,000.00
Products Liability/Completed Opps Agg	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Damage to Premises Rented to You	\$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. Aggregate Limits of Liability should apply on a per location basis.

b. Workers' Compensation and Employer's Liability Coverage

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

c. Automobile Liability (If Applicable) Coverage

	<u>Minimum</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.

INSURANCE REQUIREMENTS

d. Umbrella Coverage \$10,000,000.00

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

e. Physical Damage

Physical Damage Insurance covering (i) all furniture, fixtures, equipment and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) any Alterations, and any other improvements which exist in the Premises as of the Lease Commencement Date and (iii) all other improvements, alterations and additions to the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, earthquake and providing business interruption coverage for a period of one (1) year.

f. Builder's Risk Insurance

A Builder's Risk Insurance Policy providing property insurance upon the Work on a full replacement cost basis. Such insurance shall be written on a completed value, "all risk" form, shall contain no deductibles in excess of \$25,000, and shall insure the interests of MPEA, Contractor and the subcontractors in the Work. Such insurance shall include the following coverages; (i) All risk of physical loss or damage to the Work, including scaffolding and temporary structures; (ii) Transit and off -site storage; (iii) Loss resulting from faulty workmanship or materials or from error or omission in design; (iv) Waiver of subrogation; (v) Emission to occupy; (vi) NO Coinsurance Clause; (vii) Collapse; (viii) No change in building/zoning code clause; (ix) Flood and earthquake; (x) Equipment Breakdown Soft cost coverage; (xi) Loss or damage resulting from mold or humidity; (xii) Terrorism; (xiii) Performance/Hot Testing.

Any loss insured under the Builder's Risk Policy shall be adjusted and settled by MPEA, as trustee for the insureds. Any resulting settlement shall be made payable to MPEA, as trustee for the insureds (as their interests may appear). MPEA and Contractor shall waive all claims against each other for loss or damage to any of their respective property to the extent covered by the property insurance required under this exhibit.

g. Professional Liability \$5,000,000.00
(Errors and Omissions)

2. All insurance companies must be rated A-X 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 Proposer's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Proposer 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 with the exception of professional liability coverage.
6. All coverage, with the exception of the professional liability policy, must contain a Waiver of Subrogation in favor of the MPEA.

INSURANCE REQUIREMENTS

7. All policies, with the exception of the workers' compensation, employer's liability and professional liability 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 trustees, facilities, agents, officers, board members and employees are named as an additional insured on the general liability (including completed operations coverage), auto liability and umbrella liability policies.
9. The Metropolitan Pier and Exposition Authority, its facilities, agents, officers, board members and employees are also named as an additional insured by endorsement on the auto liability and umbrella liability policies.
10. If policies are canceled for any reason, at least sixty (60) days' notice (ten (10) days' notice for cancellation due to non-payment of premium) is required to be given to the Risk Management Department via certified mail.
11. Proposer shall, at Proposer's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Proposer's conduct or use of the Premises causes any increase in the premium for such insurance policies, then Proposer shall reimburse MPEA for any such increase.
12. The minimum limits of policies of insurance required of Proposer shall in no event limit the liability of the Propose

REQUIRED FORM I - SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

NAME OF PROJECT: _____
PROJECT NUMBER: _____
PROPOSER: _____

SECTION I. POLICY STATEMENT AND TERMS

In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/1 et. seq., Section 23.1(b) (hereinafter referred to as "Act"); the Authority has adopted and maintains a Business Diversity Program. Goals established pursuant to the adoption of such a 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 women owned business enterprises (WBE).

It is the policy of the Authority that a Contractor take affirmative steps to ensure that minority and women owned businesses have the maximum opportunity to compete for and perform subcontracts for the supply of goods and services. Further, no contractor shall discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental disability, military discharge status, parental status, sexual orientation, national origin, sex or any other protected status in connection with the purchase of goods and services or the subcontracting of work required by an agreement awarded by the Authority.

SECTION II. DEFINITIONS

For purposes of this Bid or Proposal, the following terms shall have the definitions set forth in this Section II. If there is any discrepancy between the definitions set forth in these Special Conditions and the Act, the provisions of the Act control.

- a.** "Area of Specialty" means the description of a MBE or WBE firm's business which has been determined by the Director of Procurement to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE and WBE letter of certification must contain a description of the firm's Area of Specialty. This information is also contained in each directory published by the Certifying Entities identified in Section III. Credit towards MBE and WBE participation goals on a contract shall be limited to the participation of firms performing within their Area of Specialty.
- b.** "Bid" or "Proposal" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the Contractor in response to a bid solicitation, request for proposal, request for qualification or task order request issued by the Authority.
- c.** "Bidder" or "Proposer" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the Authority, and includes all partners, affiliates and joint ventures of such person or entity.

- d.** "Broker" means any person or entity that fills orders by purchasing or receiving supplies rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.
- e.** "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner.
- f.** "Compliance Monitoring System" means the computer-based system established by the Authority to monitor Contractor compliance in meeting MBE/WBE goals for a contract.
- g.** "Consultant" means an expert who is called on for professional or technical advice or opinions.
- h.** "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i.** "Contractor" means any person or business entity that has entered into a contract with the Authority as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j.** "Coordinator" means the Authority's Business Diversity Program Coordinator.
- k.** "Direct Participation" means the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the contract.
- l.** "Directory" means a directory of certified minority business enterprises and women business enterprises maintained and published by a Certifying Entity. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of the firm's last certification and the Area of Specialty in which the firm is certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- m.** "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal in accordance with Section VIII(b).
- n.** "Joint Venture" means an association of at least one MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each Joint Venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are commensurate with its ownership interest.
- o.** "Minority Business Enterprise" or "MBE" shall be defined in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2.01, et. seq., and means a business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

- p. "Special Conditions" means the terms and conditions of the Authority's Business Diversity Program as set forth in this document.
- q. "Supplier" means a firm who manufactures or fabricates from raw materials or substantially alters the materials / supplies; or a firm that is the wholesale/retail distributor of materials or supplies.
- r. "Women Business Enterprise" or "WBE" shall be defined in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2.01, et. seq., and means a business concern which is at least 51% owned by one or more females, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.

SECTION III. CERTIFICATION

The Authority neither certifies nor decertifies a firm's MBE or WBE status. Rather, it accepts the current certifications of other agencies whose policies and procedures are consistent with the requirements of Section 23.1(b) of the Act. The Authority presently accepts certifications from the City of Chicago, Chicago Minority Business Development Council, County of Cook, Women's Business Development Center through a partnership with the Women's Business Enterprise National Council, and the State of Illinois through its Central Management Services Division. Other certifications will be reviewed on a case-by-case basis. To be eligible for credit towards meeting the MBE and WBE goals, a firm must be certified by the time of contract award.

The Authority does not make any representation concerning the ability of any MBE or WBE to perform work within the firm's Area of Specialty. It is the responsibility of all Contractors to determine the capability and capacity of MBEs and WBEs to satisfactorily perform the work proposed.

Bidder or Proposer must confirm that neither it nor any of its proposed subcontractors have been decertified by any of the certifying agencies listed above. If an MBE or WBE firm loses its certification from any of the certifying agencies above during the contract term, the Contractor and the MBE or WBE must immediately notify the Authority. The Authority has the right to demand the substitution by a certified MBE or WBE or take other appropriate action.

SECTION IV. CONTRACT GOALS

The Authority has established the following Contract Specific Goals for this contract:

MBE PERCENTAGE	WBE PERCENTAGE
25%	5%

These goals shall apply to the contract, unless Bidder or Proposer requests an appropriate waiver at the time of the submission of the Bid or Proposal and such request is granted in writing by the Authority.

SECTION V. OBLIGATIONS OF BIDDERS AND PROPOSERS

- a. Each Bidder or Proposer must commit to utilize MBE and WBE firms to meet the goals stated above relative to the total contract price (inclusive of any and all modifications and amendments). Evidence of such commitment shall be the responsibility of the Bidder or Proposer. MBE and WBE commitments may be met by one or a combination of the following:
 - 1. Bidder or Proposer status as a certified MBE or WBE firm;
 - 2. Subcontracting part of the work to one (1) or more certified MBE or WBE firms; or
 - 3. A joint venture as prime contractor with one (1) or more certified MBE or WBE firms to the extent of the MBE and WBE participation in such joint venture; or
 - 4. Purchasing materials or supplies used in performing the contract from one (1) or more certified MBE or WBE firms.
- b. Bidders or Proposers that are unable to meet the goals set forth in Section IV above must request a waiver or reduction at the time of Bid or Proposal submission and demonstrate Good Faith Efforts pursuant to Section VIII(b) herein;
- c. Bids or Proposals may be rejected as non-responsive if:
 - 1. Bids or Proposals do not include a detailed MBE or WBE commitment or a request for a waiver accompanied by evidence of Good Faith Efforts;
 - 2. Bidder or Proposer fails to cooperate with Authority requests regarding MBE or WBE participation efforts; or
 - 3. False or misleading statements are made regarding MBE or WBE participation.
- d. Bidders or Proposers are encouraged to contact the Coordinator early in the process of preparing their Bids or Proposals to obtain assistance identifying qualified and certified MBE and WBE firms. Direct requests to:

Metropolitan Pier and Exposition Authority
301 East Cermak Road, Chicago, Illinois 60616
Telephone: (312) 791-6333 ~ Facsimile: (312) 791-7125
Email: tpetties@mpea.com
Attention: Tiffany M. Petties
Business Diversity Program Compliance Coordinator

SECTION VI. SUBMITTAL REQUIREMENTS

- a. **Required Documents.** The following documents must be submitted to the Authority with the Bid or Proposal:

- 1. Schedule A: Affidavit of Bidders or Proposers Commitments.** The Bidder or Proposer must complete this form to warrant to the Authority the Bidder's or Proposer's commitment to use specific MBE/WBE firms in performing the contract. Bidder or Proposer must detail a specific MBE/WBE plan on Schedule A and submit it along with the appropriate certification letters for all MBE and WBE firms in accordance with Section III. All Bidders and Proposers are required to submit a completed Schedule A. Any Bid or Proposal submitted without Schedule A and the relevant supporting documents will be rejected unless the Authority deems it appropriate to grant a waiver in accordance with Section VIII.
 - 2. Schedule B: Letter of Intent.** All MBE/WBE firms that will perform services under the contract must complete Schedule B to show the commitment between the Bidders or Proposers and each MBE/WBE participant. MBE and WBE firms that are party to a Joint Venture must also complete Schedule B.
 - 3. Schedule C: Joint Venture Affidavit and Agreement.** All Joint Ventures must complete Schedule C. Where all of the Joint Venture parties are MBE and WBE firms, a copy of the Joint Venture agreement and Schedule B are required, but Schedule C is not required.
 - 4. Schedule D-1 and D-2: Waiver Request and Unavailability Certification.** In the event that the Bidder or Proposer has been unable to identify any MBE/WBE firms to participate in the contract, Bidder or Proposer must complete these forms to demonstrate its Good-Faith Efforts to obtain MBE/WBE participation.
- b. Changes.** Once approved by the Authority, changes to Bidder or Proposer commitments certified in Schedules A- C are prohibited without prior written consent of the Authority. Bidder or Proposer may request, in writing, to substitute or add a new MBE or WBE or change the percentages among the MBE/WBE firms identified in Schedule A due to unforeseen circumstances in order to fulfill the requirements of the contract. All such requests are subject to the Authority's written approval, subject to the terms of the contract.

SECTION VII. COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

- a. Limitations.** MBE and WBE participation generally counts toward MBE and WBE goals according to the total dollar value of the goods and services supplied by the certified MBE or WBE firm. Some restrictions to this general rule apply, as follows:
- 1.** Credit toward MBE/WBE commitments is only given for work by firms performing within their Area(s) of Specialty as stated in the current letter of certification. Firms acting as brokers are not eligible to be counted for credit.
 - 2.** If a firm (including wholly-owned MBE/WBE Joint Ventures) is certified as both an MBE and a WBE, the Authority will determine whether to count the total dollar value of the contract toward the MBE or WBE goal, but not both at once.
 - 3.** Only payments to firms performing Commercially Useful Functions under the contract with the Authority are counted towards MBE/WBE goals. Commercially Useful Functions include actually performing, managing, and supervising a clear element of

the contract. The amount of work subcontracted, industry practices, and other relevant factors are considered.

4. A MBE/WBE subcontractor is presumed not to perform a Commercially Useful Function when it subcontracts a significantly greater part of the contract than customary industry practice permits. MBE and WBE firms may present evidence to rebut this presumption.

b. Direct Participation.

1. Full credit towards the MBE or WBE commitment may be received for the purchase price of materials and supplies if the materials and supplies are wholly consumed in the performance of a contract and:

- A. The MBE or WBE firm manufactures (i.e., fabricates from raw materials or substantially alters) the materials or supplies; or
- B. The contract or subcontract with the MBE or WBE firm calls for the firm to furnish and install the supplies or materials; or
- C. The MBE or WBE firm providing the materials or supplies performs some other Commercially Useful Function in the supply process (e.g., the MBE or WBE firm's Area of Specialty, as stated on the letter of certification, is a wholesale/retail distributor of the materials or supplies in question). The Authority, in its sole discretion, shall determine whether the MBE or WBE firm performs a Commercially Useful Function.

2. If the MBE or WBE subcontracts out any of its work:

- A. The full value of the portion of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
- B. None of the value of the work that an MBE or WBE subcontracts to a noncertified firm counts toward the Contract Specific Goals.
- C. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- c. **Purchase of Materials.** If the MBE or WBE firm has the actual and contractual responsibility for providing materials and supplies, then the contract price of those items may be counted towards Bidder or Proposer's MBE/WBE goals.

d. Joint Ventures

1. A Joint Venture that includes MBE/WBE partners may count towards a Bidder or Proposer's Contract Specific Goals, provided, however, that the MBE or WBE partner(s) must:

- A.** Be responsible for a clearly defined portion of the contract to be performed;
 - B.** Perform a Commercially Useful Function;
 - C.** Share in the capital contribution, control, management responsibilities, risks and profits of the Joint Venture are equal to its ownership interest;
 - D.** Execute the Bid or Proposal along with the other Joint Venture partners;
 - E.** Enter into a written Joint Venture agreement with the other Joint Venture partners that specifies the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and certifies that all such terms and conditions of the Joint Venture agreement are in accordance with Section VII(a)(1)-(3) above. Roles assigned between the Joint Venture partners should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought.
- 2.** If the conditions set forth in Section VII(d)(1) are met, credit for the Joint Venture will be applied in one (1) of the three (3) following manners:
- A.** If 51% or more of the ownership of the Joint Venture is held solely by MBE firms, or is held solely by WBE firms, then the Bidder or Proposer will receive credit for the full amount of the contract price towards the MBE or WBE commitment, respectively; or
 - B.** If the Joint Venture includes both MBE and WBE firms, then the commitment to the MBE firm(s) will be counted towards the MBE goal, and the commitment to the WBE firm(s) will be counted towards the WBE goal; or
 - C.** If the Joint Venture includes only MBE firm(s), or only WBE firm(s), and the MBE or WBE firm(s) own less than 51% of the Joint Venture, then the joint venture will be credited with the percentage of the contract price committed to the MBE or WBE firm(s).
- 3.** A subcontract agreement between the Joint Venture and the MBE or WBE partner(s) to the Joint Venture clearly delineating the role of each firm in the performance of the contract must be included with the submission of the Bid or Proposal along with a Schedule A that has been completed by the Joint Venture and Schedule B that has been completed by all MBE/WBE firms.

SECTION VIII. GRANT OF RELIEF / REDUCTION OF MBE/WBE GOALS AND WAIVER PROVISIONS

The Coordinator shall determine whether the request for a reduction of MBE/WBE goals or waiver shall be granted. Bidder or proposer may be considered responsive to the terms and conditions of these schedules only if a reduction or waiver request is submitted at the time of the Bid or Proposal opening.

Failure to submit the request for reduction from the stated goals or waiver, sufficient to support the request for a reduction or to support the waiver request with the Bid or Proposal, will cause the Bid or Proposal to be found non-responsive by the Coordinator, and the Bid or Proposal will be rejected by the Director of Procurement.

a. Required Documents. To obtain relief/reduction of MBE/WBE goals, a Bidder or Proposer must submit the following:

1. A written request for reduction or waiver from the goals in the form of a signed petition submitted on the Bidder's or Proposer's letterhead;
2. Copies of the letters on the Bidder's or Proposer's company letterhead sent to at least two (2) assistance agencies requesting assistance in locating MBE/WBE firms (include also a notarized statement certifying that the original of each letter to an assist agency was mailed on the date stated in each letter);
3. Completed Schedules D-1 and D-2: Unavailability Certification for each MBE or WBE firm contacted for participation in the performance of the Bid or Proposal; and
4. Evidence of Good-Faith Efforts as set forth in Section VIII(b) demonstrating that all required efforts were taken to secure certified MBE/WBE firms to meet the goals.

b. Good-Faith Efforts. The following are examples of good-faith efforts. The list is not intended to be exhaustive, and a Bidder or Proposer may present additional information or documentation as evidence of its Good Faith Efforts. The Authority will review all such documentation on a case by case basis, but does not guarantee that documentation of the following factors will automatically qualify as Good Faith Efforts.

1. Having written affirmative action policies and demonstrating general success in implementing those policies.
2. Notifying assistance agencies in writing before Bids or Proposals are due to seek their assistance in identifying viable MBE and/or WBEs for specific work on a contract. (See Section XIV for a list of such agencies.).
3. The method, means, and date(s) by which the Contractor timely notified the MBE/WBEs of the potential for bidding or participation in the subject contract.
4. Documentation that the information Contractor provided to the MBE/WBEs about plans, specifications, requirements of the contract and scope of services was adequate to facilitate the MBE/WBE's ability to provide a substantive bid response to the Contractor.
5. Evidence that the Contractor selected portions of the work to be performed by an MBE/WBE in order to increase the likelihood of participation, including, where appropriate, breaking down contracts into smaller, economically feasible units.
6. If the Bidder or Proposer has directly negotiated with MBE and/or WBEs for subcontracts, the following items must be reported. A detailed statement of the efforts made to negotiate in good faith with MBE/WBEs showing:
 - A.** The names, addresses and telephone numbers of the MBE/WBEs contacted;

Proposal or award process, before or during award of the contract, or during the performance of the contract.

SECTION X. RECORD KEEPING

Records of all relevant data must be maintained for at least five (5) years after the work is accepted or the contract with the Authority ends whichever is later. The Authority shall have access to Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE/WBE participation and the status of any MBE/WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the Authority for any purpose.

SECTION XI. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

The Compliance Monitoring System is available at: <https://mpea.diversitycompliance.com>. The Coordinator will set up account access for the Contractor and all subcontractors following execution of the contract.

During the term of the contract, Contractor and all subcontractors will be responsible for submitting monthly reports to the Authority via the Compliance Monitoring System according to the following schedule:

CONTRACTOR (PRIME)	Report all payment activity, including non-payments, to subcontractors for the prior month	15th day of each month
SUBCONTRACTOR	Confirmation of all payments received from prime Contractor	20th of each month

All subcontract agreements between the Contractor and MBE/WBE firms must contain language requiring the MBE/WBE to respond to notifications from the Authority requiring the MBE/WBE firms to report payments received from a prime or a non-certified firm.

SECTION XII. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with all applicable federal, state, and local Equal Employment Opportunity or Civil Rights laws, codes or ordinances, and regulations, and shall require compliance from all subcontractors.

SECTION XIII. AUTHORITY'S REMEDIES FOR NON-COMPLIANCE

Contractor acknowledges and agrees that the terms and conditions of these Special Conditions are material terms of the Bid or Proposal and that these Special Conditions including Affidavits A – D shall be incorporated by reference into Contractor's contract.

- a. Material Breach.** A material breach of the Special Conditions includes, but is not limited to, the following:
1. Contractor's failure to satisfy the MBE/WBE percentage goals required by the contract.
 2. Contractor or subcontractor disqualification as an MBE or WBE when such status was a factor in contract award and was misrepresented by the Contractor. In the event that the Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the Contractor shall seek to discharge the disqualified subcontractor or supplier, report such disqualification to the Coordinator, and make every effort to identify and engage a qualified MBE/WBE as its replacement.
 3. Contractor or subcontractor failure to maintain MBE/WBE certification in good standing with the certifying agency.
- b. Remedies.** In the event of a material breach by Contractor, the Authority may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available, and every remedy is cumulative and in addition to any other remedy existing now or later at law, in equity or under the contract.
1. Rejection of the Bid or Proposal.
 2. Termination of the contract.
 3. Deem Contractor non-responsive for future contracts with the Authority.
 4. Debarment of Contractor doing business with the Authority.
 5. Referral of Contractor to the appropriate certifying and/or law enforcement agency(ies).
 6. Withhold payments due to the Contractor until corrective action is taken.
 7. Contractor acknowledges that its failure to engage in Good Faith Efforts, will harm the operations and reputation of the Authority, which is difficult to determine and accurately specify. Accordingly, Contractor agrees that if the Authority issues a notice to cure to Contractor with respect to Contractor's failure to exercise Good Faith Efforts, Contractor shall pay to the Authority Five Thousand Dollars (\$5,000) as liquidated damages, not as a penalty, for each instance of such failure to cure, and each thirty-day period thereafter that Contractor fails to establish Good Faith Efforts consistent with the requirements of these Special Conditions. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims penalties and all other damages of whatsoever nature incurred by the Authority which are occasioned by any failure of Contractor to establish Good Faith Efforts consistent with these Special Conditions. Any payment due to the Authority shall be deducted from the next payment due to Contractor under the contract and deposited in the Authority's Affirmative Action Commitment Outreach Fund.

Metropolitan Pier and Exposition Authority
Special Conditions Regarding Minority and Women Owned Business
Schedule A: Affidavit of Bidder/Proposer Regarding
MBE/WBE Commitments



A. Project Information

RFP Number:

RFP Title:

B. Bidder/Proposer Information

Name of Bidder/Proposer:

I HEREBY DECLARE AND AFFIRM, under penalty of perjury, that

1. I am a duly authorized representative of: _____("Prime Contractor");
2. I have personally reviewed information set forth in this Schedule A describing our proposed plan to achieve the MBE/WBE requirements of this contract ("Compliance Plan") and any relevant supporting information;
3. I have conducted reasonable due diligence about the accuracy of the information set forth in the Compliance Plan;
4. I understand that the Compliance Plan contains material statements upon which the Metropolitan Pier and Exposition Authority (the "Authority") will rely as part of its decision making regarding bid or proposal selection;
5. All MBE/WBE firms included in this Compliance Plan are certified, and that I have attached all letters of certification for all MBE/WBE firms including Prime Contractor if applicable;
6. Based on my knowledge and due diligence, this Compliance Plan does not contain any untrue information or omit any material fact necessary to make the information contained therein true and complete; and
7. I further declare and affirm that I have read and understand the Authority's Special Conditions Regarding Minority and Women Owned Business Enterprises (the "Special Conditions") and that the organization that I represent is in compliance with the Special Conditions. I further understand that if the Authority determines that any information provided in the Compliance Plan or any other document submitted to the Authority is intentionally false or misleading, the Authority may pursue any and all remedies at law or equity, including without limitation, termination of any and all contracts with my firm, designating my firm as non-responsible on future bid opportunities, debarment of my firm from doing business with the Authority, as well as referral of my firm to the appropriate certifying and/or law enforcement agency(ies), and liquidated damages.

**Metropolitan Pier and Exposition Authority
 Special Conditions Regarding Minority and Women Owned Businesses
 Schedule A: Affidavit of Bidder/Proposer Regarding
 MBE/WBE Commitments**



C. Direct Participation of MBE/WBE Firms

The Prime Contractor shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.

If Bidder/Proposer is a joint venture and one or more joint venture partners are certified MBE and/or WBE, attach copies of certification letters, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture and list all MBE/WBE firms below.

List all MBE/WBE firms directly involved in the performance of this contract, including the Bidder/Proposer if MBE/WBE.

Attach certification letters and completed Schedule B for all MBE/WBE firms.

If awarded a contract by the Authority, the Prime Contractor shall enter into formal written agreements with all MBE/WBE firms listed in this Section C, within a reasonable amount of time upon Prime Contractor's execution of the contract with the Authority.

Attach additional sheets if necessary.

Name of Firm:

Address:

Phone:

Fax:

Contact Person:

Email:

Dollar Amount of Participation:

Percentage of Participation:

Description of Service or Work:

Name of Firm:

Address:

Phone:

Fax:

Contact Person:

Email:

Dollar Amount of Participation:

Percentage of Participation:

Description of Service or Work:

**Metropolitan Pier and Exposition Authority
 Special Conditions Regarding Minority and Women Owned Businesses
 Schedule A: Affidavit of Bidder/Proposer Regarding
 MBE/WBE Commitments**



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Name of Firm:	
Address:	
Phone:	Fax:
Contact Person:	Email:
Dollar Amount of Participation:	Percentage of Participation:

Description of Service or Work:

D. Direct Participation of Non MBE/WBE Firms

List all Non-MBE/WBE firms directly involved in the performance of this contract. Attach additional sheets as necessary.

Name of Firm:	
Address:	
Phone:	Fax:
Contact Person:	Email:
Dollar Amount of Participation:	Percentage of Participation:

Description of Service or Work:

Name of Firm:	
Address:	
Phone:	Fax:
Contact Person:	Email:
Dollar Amount of Participation:	Percentage of Participation:

**Metropolitan Pier and Exposition Authority
 Special Conditions Regarding Minority and Women Owned Businesses
 Schedule A: Affidavit of Bidder/Proposer Regarding
 MBE/WBE Commitments**



Name of Firm:

Address:

Phone:

Fax:

Contact Person:

Email:

Dollar Amount of Participation:

Percentage of Participation:

Description of Service or Work:

E. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule A, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the Bidder/Proposer to make this Affidavit.

Signature of Affiant:

Print Name:

Date:

IF PROPOSING AS A JOINT VENTURE

Name of Joint Venture Participant:

Signature of Affiant:

Date:

Print Name:

Date:

State of: _____

County of

Subscribed and sworn to before me this _____

day of _____, 20____

NOTARY PUBLIC

(SEAL)

For MPEA Use:

Reviewed by:

Date:

**Metropolitan Pier and Exposition Authority
 Special Conditions Regarding Minority and Women Owned Businesses
 Schedule B: MBE/WBE Statement of Intent to Perform as a
 Subcontractor, Supplier or Consultant**



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A. Project Information

RFP Number:	RFP Title:
-------------	------------

B. Statement of Intent

From (MBE/WBE Firm):

Type of Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Certifying Entity:
--	--------------------

To (Prime Contractor):
 and the Metropolitan Pier and Exposition Authority

The undersigned MBE/WBE firm agrees that it intends to perform work in connection with the above referenced project, and that:

1. The firm has attached to this Schedule B, a valid certification letter from one the Certifying Entities set forth in Section III of the Special Conditions, and if applicable, Schedule C: Joint Venture Affidavit.

2. The firm is prepared to provide the following services or supply the following goods in connection with the above referenced project. Attach additional sheets as necessary.

Description of Services/Goods to be provided:	Fee/Cost	Percentage

3. The firm will be subcontracting a portion of the work described in this Schedule B as set forth below. If the MBE/WBE firm will not be subcontracting a portion of the work, 0% must be shown in the table. If more than 10% of the value of the MBE or WBE's scope of work will be sub-contracted, attach a letter from the subcontractor (on subcontractor letterhead) indicating the dollar amount of participation and a brief description of the work to be subcontracted.

Type of Firm	Percentage
MBE	
WBE	
Non MBE/WBE Firm	

--	--

C. Declaration and Affirmation

The undersigned MBE/WBE firm and the Bidder/Proposer agree that they will enter into a binding agreement to perform the work set forth in this Schedule B for the prices/percentages indicated. The undersigned firms also certify that before making any changes to the work to be provided under this Schedule B, they will notify the Authority. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule B, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

MBE/WBE Firm:

Signature of Affiant:

Date:

Print Name:

Title:

IF PROPOSING AS A JOINT VENTURE (Attach Schedule C: Joint Venture Agreement) Non-MBE/WBE Firm:

Signature of Joint Venture Partner:

Signature of Affiant:

Date:

Print Name:

Title:

State of: _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

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For MPEA Use

Reviewed By:

Date:

**Metropolitan Pier and Exposition Authority
Special Conditions Regarding Minority and Women Owned Businesses
Schedule C: Joint Venture Affidavit**



A. Project Information

RFP Number:

RFP Title:

A Joint Venture is an association of two (2) or more business enterprises to constitute a single business enterprise to perform the services required pursuant to the above referenced RFP. A Joint Venture that includes MBE/WBE partners may count towards a Bidder or Proposer's Contract Specific Goals, provided, however, that the MBE or WBE partner(s) must: (a) be responsible for a clearly defined portion of the contract to be performed; (b) perform a Commercially Useful Function; (c) share in the ownership, control, management, risks and profits of the Joint Venture; (d) execute the Bid or Proposal along with the other Joint Venture partners; and (e) enter into a written Joint Venture agreement with the other Joint Venture partners that specifies the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract.

DO NOT complete this form if all joint venture participants are MBE/WBE firms. Instead, submit a copy of the Joint Venture agreement clearly delineating the roles of all participants, Schedule A, Schedule B and copies of all valid certification letters.

Joint Ventures must provide requested answers in the spaces provided. Do not refer to your Joint Venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

B. Joint Venture Information

Name of Joint Venture:

Address:

Phone:

Fax:

Contact Person:

Attach a copy of the Joint Venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the Joint Venture participants. The Joint Venture Agreement must include specific details related to: (a) the contributions of capital and equipment; (b) work items to be performed by the MBE/WBE's own forces; (c) work items to be performed under the supervision of the MBE/WBE participant; and (d) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

List all other business relationships between the Joint Venture participants, including other joint venture agreements in which the parties are jointly involved:

C. Non MBE/WBE Joint Venture Participant(s)

Name of Firm:		% Ownership:
Address:		
Phone:	Fax:	
Contact Person:	Email:	

D. MBE/WBE Joint Venture Participant(s)

Name of Firm: % Ownership:		
Address:		
Phone:	Fax:	
Contact Person:	Email:	
Type of Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	Certifying Entity:	Date:
Area of Specialty:		
MBE/WBE initial capital contributions:	\$	%
Future capital contributions (explain requirements):		
Source of funds for the MBE/WBE capital contributions:		
Specify the MBE/WBE's share in the profits of the Joint Venture:		
Specify the MBE/WBE's share in the risks of the Joint Venture:		

Specify other applicable ownership interests or other agreements, which restrict or limit ownership and/or control:

E. Control of and Participation in the Joint Venture

Identify by name and firm those individuals who are, or will be responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements.

Joint Venture check signing:

Authority to enter into contracts on behalf of the Joint Venture:

Signing, co-signing and/or collateralizing loans:

Acquisition of lines of credit:

Acquisition and indemnification of payment and performance bonds:

Negotiating and signing labor agreements:

Management of contract performance (identify by name and firm):

Task	Name	Firm
Purchase of major items or supplies		
Estimating		
Supervision of field operations		
Marketing and sales		
Other (please describe):		

F. Financial Control of Joint Venture

Which firm or individual will be responsible for accounting functions relative to the Joint Venture's business?

Identify the managing partner, if any, and describe the means and measure of the individual's compensation.

What authority does each party have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors and/or other parties participating in the performance of this contract or the work of this project?

G. Personnel of Joint Venture

Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the MBE/WBE, non MBE/WBE or Joint Venture:

	Non MBE/WBE	MBE/WBE	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

Identify by name and firm the person responsible for hiring employees for the Joint Venture:

Are any of the proposed Joint Venture employees currently employees of any of the Joint Venture participants?
 Yes No

If yes, please list the number and positions and indicate which firm currently employees the individual(s):

Number of employees	Position	Employed by

H. Additional Information

Please state any material facts or additional information pertinent to the control and structure of this Joint Venture.

I. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule C, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

MBE/WBE Firm:

Signature of Affiant:

Print Name:

Date:

Non - MBE/WBE Firm:

Signature of Affiant:

Print Name:

Date:

State of: _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

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(SEAL)

**Metropolitan Pier and Exposition Authority
 Special Conditions Regarding Minority and Women Owned Businesses
 Schedule D-1: Certification of Bidder/Proposer Regarding Unavailability
 of MBE/WBE Firms**



A. Project Information

RFP Number:	RFP Title:
-------------	------------

B. Bidder/Proposer Information

Name of Bidder/Proposer:

Each time Bidder/Proposer contacts an MBE/WBE that is not ready willing or able to perform the work you requested of the firm, for any reason, you must complete this form. Please have the MBE/WBE complete Schedule D-2 Statement of MBE/WBE on the following page.

The undersigned certifies that he/she contacted the following MBE/WBE firms to obtain bids for goods or services to be performed for the above referenced project (attach additional sheets if necessary).

Name of Firm:

Address:

Phone:	Fax:
--------	------

Contact Person:	Email:
-----------------	--------

Reason MBE/WBE was unavailable to work on this project or prepare a bid:

Name of Firm:

Address:

Phone:	Fax:
--------	------

Contact Person:	Email:
-----------------	--------

C. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule D-1, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

Signature of Affiant:

Date:

Print Name:

Title:

State of: _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

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For MPEA Use

Reviewed By:

Date:

**Metropolitan Pier and Exposition Authority
Special Conditions Regarding Minority and Women Owned
Businesses**



Schedule D-2: Statement of MBE/WBE Regarding Unavailability to Perform or Prepare a Bid

A. Project Information

RFP Number:

RFP Title:

B. MBE/WBE Statement

Name of MBE/WBE Firm:

Bidder/Proposer Name:

The undersigned certifies that:

1. The above named MBE/WBE firm was _____ offered an opportunity to bid on the above – referenced project by the above named Bidder/Proposer.

2. The MBE/WBE firm is unavailable to perform the services or prepare a bid for the following reason:

D. Declaration and Affirmation

I do solemnly declare and affirm under the penalties of perjury that the statements made in this Schedule D-1, including the contents of all attachments, are true and correct, and that I am authorized on behalf of the undersigned to make this Affidavit.

Signature of Affiant:

Date:

Print Name:

Title:

State of: _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

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(SEAL)

For MPEA Use

Reviewed By:

Date:

EXHIBIT I. 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	July 12, 2017
Deadline for submittal of questions	July 19, 2017
Answers to questions issued	July 26, 2017
Proposals Due	12:00 PM, Wednesday, August 9, 2017
Oral Interviews, Presentations (if required)	Week of August 28, 2017
Recommendation to Board	September 2017

EXHIBIT II. LEGAL DESCRIPTION OF PROPERTY OFFERED FOR LEASE

NOTE—A PDF OF THE PROPERTY SURVEY IS POSTED ON THE MPEA WEBSITE

PARCEL A1 (PART OF SUB-PARCEL 1 DESCRIBED IN WARRANTY DEED REC. SEPTEMBER 13, 1984 AS DOC. 27251975)

THAT PART OF A STRIP OF LAND IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED ON THE EAST BY A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD EASTERNMOST FREIGHT MAIN; ON THE WEST BY A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT WESTERLY FROM THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD WESTERNMOST FREIGHT MAIN; ON THE NORTH BY A LINE DRAWN PERPENDICULAR TO THE WESTERLY RIGHT OF WAY LINE OF SAID ILLINOIS CENTRAL GULF RAILROAD, AT A POINT 1500.00 FEET, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTHERLY OF THE NORTHERLY LINE OF THE 23RD STREET VIADUCT; AND, ON THE SOUTH BY A LINE FORMING AN ANGLE OF 91 DEGREES 08 MINUTES 06 SECONDS, MEASURED FROM NORTH TO EAST, FROM SAID WESTERLY RIGHT OF WAY LINE, SAID LINE DRAWN NORTHEASTERLY FROM A POINT ON SAID WESTERLY RIGHT OF WAY LINE, 1375.60 FEET, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE, FROM THE NORTHERLY LINE OF THE 23RD STREET VIADUCT, LYING ABOVE A HORIZONTAL PLANE 46.5 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 4,299 SQUARE FEET OR 0.0987 ACRES

PARCEL A2 (PART OF SUB-PARCEL 2 DESCRIBED IN WARRANTY DEED REC. SEPTEMBER 13, 1984 AS DOC. 27251975)

THAT PART OF AN IRREGULAR SHAPED PARCEL OF LAND IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED ON THE EAST AND SOUTH EAST BY A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD EASTERNMOST COMMUTER TRACK; ON THE WEST BY A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT EASTERLY FROM THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD EASTERNMOST FREIGHT MAIN; ON THE NORTH BY A LINE DRAWN PERPENDICULAR TO THE WESTERLY RIGHT OF WAY LINE OF SAID ILLINOIS CENTRAL GULF RAILROAD, AT A POINT 1500.00 FEET, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTHERLY OF THE NORTHERLY LINE OF THE 23RD STREET VIADUCT; AND, ON THE SOUTH BY A LINE FORMING AN ANGLE OF 91 DEGREES 08 MINUTES 06 SECONDS, MEASURED FROM NORTH TO EAST, FROM SAID WESTERLY RIGHT OF WAY LINE, SAID LINE DRAWN NORTHEASTERLY FROM A POINT ON SAID WESTERLY RIGHT OF WAY LINE, 1375.60 FEET, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE, FROM THE NORTHERLY LINE OF THE 23RD STREET VIADUCT,

LYING ABOVE A HORIZONTAL PLANE 31.5 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 26,701 SQUARE FEET OR 0.6130 ACRES

PARCEL A3 (PART OF SUB-PARCEL 3 DESCRIBED IN WARRANTY DEED REC. SEPTEMBER 13, 1984 AS DOC. 27251975)

THAT PART OF A PARCEL OF LAND COMPRISED OF PART OF THE FORMERLY ILLINOIS CENTRAL RAILROAD COMPANY RIGHT OF WAY (NOW KNOWN AS THE "ILLINOIS CENTRAL GULF RAILROAD") AND PART OF THE SUBMERGED LANDS RECLAIMED BY SAID RAILROAD AS DESCRIBED IN THE 1919 LAKE FRONT ORDINANCE, IN THE SOUTHWEST FRACTIONAL 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LYING EASTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD; LYING WESTERLY OF A LINE PARALLEL WITH AND 10 FEET NORMALLY DISTANT WESTERLY FROM THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD WESTERNMOST FREIGHT MAIN; LYING SOUTHERLY OF A LINE DRAWN PERPENDICULAR TO AFORESAID WESTERLY RIGHT OF WAY LINE AT A POINT 1500.00 FEET, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTHERLY OF THE NORTHERLY LINE OF THE 23RD STREET VIADUCT; LYING NORTHERLY OF A LINE FORMING AN ANGLE OF 91 DEGREES 08 MINUTES 06 SECONDS, MEASURED FROM NORTH TO EAST, FROM SAID WESTERLY RIGHT OF WAY LINE, SAID LINE DRAWN NORTHEASTERLY FROM A POINT ON SAID WESTERLY RIGHT OF WAY LINE, 1375.60 FEET, AS MEASURED ALONG SAID WESTERLY RIGHT OF WAY LINE, FROM THE NORTHERLY LINE OF THE 23RD STREET VIADUCT,

LYING ABOVE A HORIZONTAL PLANE 33 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

AREA = 20,999 SQUARE FEET OR 0.4821 ACRES

PARCEL B (PART OF TRACT 'C'(A) DESCRIBED IN WARRANTY DEED REC. SEPTEMBER 13, 1984 AS DOC. 27251975):

A TRACT OF LAND COMPRISED OF PART OF THE FORMERLY ILLINOIS CENTRAL RAILROAD COMPANY'S RIGHT OF WAY (NOW KNOWN AS THE "ILLINOIS CENTRAL GULF RAILROAD") AND PART OF THE SUBMERGED LANDS RECLAIMED BY SAID RAILROAD AS DESCRIBED IN THE 1919 LAKE FRONT ORDINANCE, IN THE SOUTHWEST FRACTIONAL 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF ILLINOIS CENTRAL RAILROAD COMPANY RIGHT OF WAY AFORESAID (BEING ALSO THE WESTERLY LINE OF BURNHAM PARK, AS SAID WESTERLY LINE IS DESCRIBED IN THE 1919 LAKE FRONT ORDINANCE), AT A POINT 1390.91 FEET NORTHERLY, AS MEASURED ALONG SAID EASTERLY LINE, FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE NORTHERLY LINE OF THE 23RD STREET VIADUCT, BEING A LINE 60.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF EXISTING STRUCTURE; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, 879.56 FEET TO THE INTERSECTION OF THE NORTH LINE OF EAST 18TH STREET, EXTENDED EAST, AT A POINT 708.495 FEET (AS MEASURED ALONG SAID NORTH LINE OF EAST 18TH STREET, EXTENDED EAST) EAST FROM THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, ON A STRAIGHT LINE WHICH FORMS AN ANGLE OF 73 DEGREES 39 MINUTES 40 SECONDS FROM SAID EASTERLY LINE OF RIGHT OF WAY TO THE NORTH LINE OF EAST 18TH STREET EXTENDED EAST, A DISTANCE OF 919.963 FEET; THENCE WESTWARDLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 73 DEGREES 40 MINUTES 14 SECONDS FROM NORTH TO WEST WITH LAST DESCRIBED LINE, A DISTANCE OF 86.641 FEET;

THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE EAST WITH A RADIUS OF 2448.29 FEET, A DISTANCE OF 86.233 FEET TO A POINT WHICH IS 100.767 FEET WESTERLY AND 859.910 FEET NORTHERLY OF THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF EAST 18TH STREET, EXTENDED EAST, AS MEASURED ALONG SAID EASTERLY LINE AND A LINE PERPENDICULAR THERETO; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 436.277 FEET TO A POINT WHICH IS 197.423 FEET WESTERLY AND 434.475 FEET NORTHERLY OF THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF EAST 18TH STREET, EXTENDED EAST, AS MEASURED ALONG SAID EASTERLY LINE AND A LINE PERPENDICULAR THERETO; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, TANGENT TO LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1343.75 FEET, A DISTANCE OF 278.822 FEET, TO A POINT WHICH IS 230.646 FEET WESTERLY AND 158.143 FEET NORTHERLY OF THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF EAST 18TH STREET, EXTENDED EAST, AS MEASURED ALONG SAID EASTERLY LINE AND A LINE PERPENDICULAR THERETO; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE TANGENT TO LAST DESCRIBED ARC OF CIRCLE, A DISTANCE OF 722.975 FEET TO A POINT WHICH IS 434.030 (MEASURED PERPENDICULARLY) EASTERLY FROM THE WESTERLY LINE OF SAID ILLINOIS CENTRAL GULF RAILROAD RIGHT OF WAY AND 1706.466 (MEASURED PERPENDICULARLY) NORTHERLY OF HE AFOREMENTIONED NORTHERLY LINE OF THE 23RD STREET VIADUCT; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE EAST, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, WITH A RADIUS OF 2008.70 FEET, A DISTANCE OF 160.333 FEET TO A POINT WHICH IS 424.314 FEET (MEASURED PERPENDICULARLY) EASTERLY FROM SAID WESTERLY RIGHT OF WAY LINE AND 1546.469 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF SAID NORTH LINE OF THE 23RD STREET VIADUCT; THENCE SOUTHWARDLY, 182.50 FEET ALONG THE ARC OF A CIRCLE, SAID ARC BEING 254.54 FEET IN LENGTH, CONVEX TO THE EAST, WITH A RADIUS OF 915.13 FEET, AND TERMINATING AT A POINT WHICH IS 364.092 FEET (MEASURED PERPENDICULARLY) EASTERLY FROM SAID WESTERLY RIGHT OF WAY LINE AND 1300.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF SAID NORTHERLY LINE OF THE 23RD STREET VIADUCT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 08 MINUTES 06 SECONDS, AS MEASURED FROM NORTH TO EAST, WITH SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 187.32 FEET; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 28.14 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE AND ALSO PERPENDICULAR TO SAID EASTERLY LINE OF ILLINOIS CENTRAL RAILROAD COMPANY, 85.60 FEET, TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 380,355 SQUARE FEET OR 8.7317 ACRES

EXHIBIT III – Zoning Ordinance

EXHIBIT IV. PROJECT LABOR AGREEMENT

The Authority's Project Labor Agreement (Exhibit IV) is available for download as a separate file at the MPEA website, www.mpea.com under the link "Doing Business" and section "Project Labor Agreement and Prevailing Wage"

<http://www.mpea.com/doing-business/#project-labor-agreement-and-prevailing-wage>

<http://www.mpea.com/wp-content/uploads/2017/06/MPEA-PLA.pdf>