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Request for Proposals #2018-18-M

FOOD SERVICE CONSULTANT

Metropolitan Pier and Exposition
Authority (MPEA)

August 17, 2018

TABLE OF CONTENTS

SECTIONS:

- I. DEFINITIONS AND INTERPRETATION
- II. BACKGROUND INFORMATION AND OBJECTIVES
- III. SCOPE OF SERVICES AND DELIVERABLES
- IV. RFP PROCESS AND SUBMISSION REQUIREMENTS
- V. EVALUATION CRITERIA
- VI. CONDITIONS, DISCLAIMERS, DISCLOSURES
- VII. REQUIRED FORMS

EXHIBITS:

1. RFP TIMELINE
2. FORM OF AGREEMENT (posted as a separate Word file)

SECTION I. DEFINITIONS AND INTERPRETATIONS

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

"Agreement" or "Contract" means the Agreement that is to be entered into between the Authority and the selected Proposer pursuant to this RFP.

"Authority" means the Metropolitan Pier and Exposition Authority.

"Consultant" refers to the Proposer that is selected to provide the Services and will enter into the Agreement or Contract with the Authority

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

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

"MBE" means Minority Owned Business Enterprise.

"MPEA" means Metropolitan Pier and Exposition Authority.

"Proposal" means all materials submitted in response to this RFP.

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

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

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

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

"Selected Proposer" or "Successful Proposer" or "Successful Contractor" means the Proposer selected for award of an Agreement.

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

"WBE" means Women Owned Business Enterprise.

INTERPRETATIONS

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

SECTION II. – BACKGROUND INFORMATION AND OBJECTIVES

BACKGROUND INFORMATION

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

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

The Authority owns McCormick Place®, an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, which is managed and operated by SMG, a private convention management company. The McCormick Place Complex (“MPC”) comprises four buildings: the South, West, North and the Lakeside Center. These buildings have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making it the nation’s largest convention center. McCormick Place® hosts approximately 125-150 events and attracts nearly 2.5 million trade and public show visitors annually. McCormick Place® features the Arie Crown® Theater, a renovated proscenium arch theatre which seats approximately 4,200. Two separate buildings, the Energy Center and the Corporate Center, are also part of the MPC.

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

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

The Authority opened two new facilities in 2017: the 1,206-room Marriott Marquis Chicago Hotel and the Wintrust Arena a 10,000 seat multi-purpose facility that serves as a first-class NCAA basketball arena and general assembly hall for large business meetings and other major special events. The Wintrust Arena hosts DePaul NCAA men’s and women’s home basketball games, tournaments, other DePaul events, and the WNBA Chicago Sky.

GOALS AND OBJECTIVES

In 2010, the Illinois General Assembly passed the MPEA Reform Act – 70 ILCS 210/5.4, as amended by Public Acts 096-0898 and 096-0899 (“Legislative Reforms”). The Legislative Reforms authorized a restructuring of the Authority, which resulted in a transformation of the way business is conducted at McCormick Place. Specifically, food and beverage services must be provided at rates which can sustain and continue to improve food service delivery and quality, without providing additional revenue to other McCormick Place operations.

In 2011 MPEA entered into the “Banquet and Concessions Management Agreement for McCormick Place Convention Center” with SMG Food and Beverage, LLC DBA SAVOR. For purposes of this RFP and subsequent Agreement entered into with the Successful proposer the entity providing food and beverage services will be referred to as the “Food Service Manager”.

The MPEA is seeking a qualified Food Service Consultant to advise the MPEA on various aspects of food and beverage services for large-scale and complex facilities including multiple food preparation and sale locations, providing both catering and concessions operations. Qualified Food Service Consultants must have experience providing consulting services regarding food service on a large/commercial scale and/or logistics, business process improvement, or other relevant experience as a Food Service Consultant.

In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 (b) the Authority has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by the Authority. The Authority’s goals for MBE and WBE participation in the performance of the Services are 25% and 5% respectively. Proposers will acknowledge and agree that they shall make good faith efforts to achieve these goals by submitting their M/WBE utilization plan, as further detailed in Required Form I of this RFP.

SECTION III. – SCOPE OF SERVICES

Qualified consultants will advise the MPEA on various aspects of food service at McCormick Place, including but not limited to:

1. In coordination with MPEA staff, review current financial and operational practices of Food Service Manager and advise MPEA of existing risks or deficiencies and provide options to mitigate risks and/or to improve operational efficiency. Areas include but are not limited to:
 - a. Food/beverage preparation and delivery (logistics);
 - b. Contracting and other operational, financial, and administrative compliance;
 - c. Adherence with Department of Health and other best practices (health and safety of customers and staff);
 - d. Asset management plan: inventory of smallwares, preventative maintenance and repair of capital equipment and areas under Food Service Manager's control.
 - e. Marketing plan and related spending.
2. Provide an overall assessment report including any potential breaches of contract. If necessary request and review plans to cure/remedy issues with the Food Service Manager, oversee progress and report to MPEA.
3. Review the financial performance of the Food Service Manager and advise on areas for improvement/changes within allowable constraints of governing legislation and collective bargaining agreement(s).
4. Provide a benchmark against operations at other comparable facilities, if available, specifically providing comparisons regarding customer satisfaction, operational efficiency, costs, etc.
5. Monitor operating performance on a monthly basis and attend monthly meetings to review reports with MPEA staff.
6. Assess whether Manager has passed quarterly health and safety inspection and other assurance metrics; make recommendations for measurable improvement.
7. Review and comment on annual budget and performance projections.
8. Assist in developing and reviewing customer and owner satisfaction survey.
9. Assist in developing and monitoring the inventory control functions for all food service equipment via an inventory control system consisting of monthly updates, annual inventories, and upgrades.
10. Review annual Department of Health inspection reports and advise MPEA of risks, recommended remedies. If necessary request and review plans to cure/remedy issues with the Food Service Manager, oversee progress and report to MPEA.
11. Review and evaluate capital expenditure plans making recommendations to Authority staff regarding proposed capital expenditures and planned maintenance program.
12. Maintain open communication and a positive and collegial relationship with the Food Service Manager's senior staff.
13. Report to Authority management as required by the Authority, on any and all Services performed under this contract.

14. Assess performance of Food Service Manager, areas that need improvement, work with and advise Authority on the scope, requirements, etc for a new RFP 1 year before expiration of the current contract (June 30, 2021). Assess market and help with outreach to identify proposers for new food service manager. Review and provide technical advice regarding proposals received.

The Successful Proposer shall provide all services required pursuant to this RFP for a flat monthly fee.

Under 70 ILCS 210/23.1(b) (the "Act"), the Authority has adopted and maintains a minority and women owned business enterprise procurement program that establishes subcontracting goals to facilitate the participation of minority and women owned business enterprises on Authority contracts.

GENERAL REQUIREMENTS

Experience - Proposer must have substantial and substantive relevant experience related to the above described scope of services.

Capability - Proposer's firm must have the capability to manage an account of this size. This should be reflected both in the ability to provide adequately experienced staff and the firm's financial capability.

Independence/conflicts of interest - Firms must be independent from current and prospective food service providers.

Term

This Contract begins on the Effective Date and unless sooner terminated in accordance with the contract, ends three (3) years after the date of the Effective Date. At the conclusion of the initial term, the Authority has the option to renew for up to an additional two (2) years in any incremental time period.

The Authority has the right to terminate any Agreement upon 30 days' written notice to the Consultant. The Consultant will be compensated under the terms of the Agreement for all Services satisfactorily performed to the date of termination, together with authorized reimbursable costs incurred before the termination notice is given.

SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

The Proposer's written response, which details the experience and expertise of the Proposer as a **Food Service Consultant**, is due no later than **Friday, September 28, 2018 before 12:00 pm**.

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" beginning on Friday August 17, 2018. The Authority requests that all Proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by email, referencing RFP #2018-18-M **Food Service Consultant** to mpeaprocurement@mpea.com to register Proposer's company as a document holder.

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

Proposers are to contact only the MPEA Procurement Department at mpeaprocurement@mpea.com concerning this RFP and should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Further, Proposers must not contact any MPEA employees, Board members, or anyone other than the MPEA Procurement Department regarding this RFP as it may jeopardize the integrity of the procurement process and/or require the disqualification of the Proposer.

The Authority will accept questions, in writing via e-mail, until 5:00 PM, September 5, 2018 Central Time, . Questions should be submitted in writing to mpeaprocurement@mpea.com. A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website and registered document holders will also be notified by email.

RFP submittals are due no later than **12:00 PM Central Time, on Friday, September 28, 2018**. Respondents must submit four paper copies to the address below (preferably on recycled paper, do not use metal or plastic binding, but secured with a binder clip or rubber band) and an electronic version (PDF and/or Word if submitting a redline of the form of agreement) of its proposal via email to mpeaprocurement@mpea.com, or via a secure file sharing platform such as Dropbox or similar, before the deadline. The email must reference the **RFP #2018-18-M Food Service Consultant**. The electronic copy must include Required Form F, PROPOSED PRICING AND FEE SCHEDULE as a separate PDF.

All Proposals must be submitted with a table of contents identifying page numbers with section dividers for each item under the Proposal Submission requirements. Hard copy submittals and supporting documentation must be submitted in a sealed package/envelope labeled "Request for Proposals #2018-18-M Food Service Consultant".

Submittals may be delivered to the Authority at the following address:

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

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

A timeline showing the key dates for the RFP process is provided as Exhibit 1.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Proposals received after 12:00 PM Central Time, on **Friday, September 28, 2018**, may be deemed non-responsive and ineligible for consideration.

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

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

RFP SUBMISSION REQUIREMENTS

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

Proposal Submission

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

1. An executive summary detailing the Proposer's qualifications, past experience, and number of years providing services as described in this RFP. The summary should explain the Proposer's understanding of the MPEA's intent and objectives and how their Proposal would achieve those objectives.
2. Provide at least three (3) references, preferably at least one from a comparable customer, for which your firm has provided services similar in scope to those described in the RFP. Please include the client name, address, phone numbers, e-mail address, contact name and contact's affiliation and a brief description of the services provided, including the total value of the contract and the term (start and end date). Identify services, if any, subcontracted, and to what other company.
3. Provide evidence of membership in any relevant professional organizations.
4. Provide resumes for all staff expected to participate in this Service. The Proposal should highlight their roles and responsibilities on engagements similar in size and complexity, including but not limited to number of years of experience and how the experience is relevant/applies to the Services described herein.
5. Oversight Plan: Provide a detailed plan regarding how Proposer intends to assess, provide oversight, and improve the food service program at McCormick Place; provide examples of monthly reports developed for similar engagements, or proposed reports for MPEA.

6. Furnish annual financial statements, such as balance sheets, profit and loss statements, or financial report for the last three years demonstrating that Proposer has the financial viability and ability to perform the required Services.
7. Any other information that is relevant to determining Proposer’s qualifications and what other “value added” services that MPEA may not have articulated herein.

Fees

It is the Authority’s intent to engage a Food Service Consultant on a flat monthly fee.

Refer to Required Form F - PROPOSED PRICING AND FEE SCHEDULE.

Proposer must submit Required Form F in a separate sealed envelope with its submission.

Required Forms

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

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

SECTION V. – RFP EVALUATION

EVALUATION PROCESS

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

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

Evaluation Criteria

In evaluating, the Authority will consider the following:

1. Qualifications and Experience: Whether the Proposer has demonstrated expertise, knowledge, and experience to perform the Services.
2. Quality of Past Performance: Whether the Proposer has provided appropriate reference examples of prior similar engagements and past performance on its engagements. The Authority may solicit from

previous clients, including the MPEA or any available sources, relevant information concerning Proposer's record of past performance.

3. Quality of Personnel: Whether the Proposer's personnel (including any subconsultants) have demonstrated experience with similar engagements, the quality of their past performance, and the success of their efforts.
4. Oversight Plan: Proposer's plan shows understanding, detail, and approach for assessing, overseeing and improving the food service program at McCormick Place.
5. Financial Stability: Whether the Proposer has provided sufficient evidence of their company's financial abilities to perform the work.
6. Fee Proposal: The reasonableness of Proposer's fee proposal.
7. Ability to Contract: The nature and extent, if any, of exceptions taken to the Form of Agreement, and the ability of MPEA and Proposer to negotiate a mutually agreeable contract.

Evaluation and Award Process

The evaluation and award process is as follows:

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

SECTION VI. – CONDITIONS, DISCLAIMERS, AND DISCLOSURES

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

Signing Forms

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

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

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

Ownership of Proposals

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

Improper Practices

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

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

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

Interpretation

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

Multiple Awards

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

No Criminal/Civil Liability

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

Vendor Ethics

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

Insurance Requirements

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

Freedom of Information Act

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

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

Confidentiality

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

Taxes

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

Rejection of Proposals

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

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

Protests

Any and all protests or challenges with respect to the selection of the 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. Protests shall contain a statement of reason(s) for the protest identifying any alleged violation and any specific relief sought. Failure to file any action, protest or challenges within the time frames set forth above shall constitute a full and absolute waiver to take action against, protest or challenge the RFP process or selection of the Successful Proposer.

SECTION VI. – REQUIRED FORMS

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

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

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

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

Re: **Food Service Consultant
RFP #2018-18-M**

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

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

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

Signed: _____

Typed/lettered name of signatory

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: Food Service Consultant

PROJECT NUMBER: 2018-18-M

PROPOSER: _____

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

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

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

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

- (a) Firm Name _____
- (b) Official Address _____
- (c) Fax Number _____
- (d) Telephone Number _____
- (e) FEIN _____
- (f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization. If no individual does, indicate "NONE".
 - i. Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).
 - ii. Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in any affiliated entities. (Use a separate page if necessary).

Name	Percentage Ownership

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

(g) List the names of all managing partners:

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

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

(a) Corporate or Company Name _____

(b) Date of Incorporation _____

(c) State of incorporation _____

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

YES NO

(e) Name and address of registered agent _____

(f) Fax Number _____

(g) Telephone _____ Email address _____

(h) FEIN _____

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

- (j) List each individual having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization. If no individual does, indicate "NONE".

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

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

Name	Percentage Ownership

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

Signatory's Name _____

Title _____

Address _____

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

If yes, check one: MBE WBE

Certified by:

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

(Please attach copy of current certification letter.)

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: Food Service Consultant

PROJECT NUMBER: 2018-18-M

PROPOSER: _____

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

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

Number of consecutive years at this location: _____

Date when business was organized _____

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

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

4. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

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

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

If yes to either question, provide details. _____

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

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

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

If yes to either question, provide details. _____

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

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

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

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

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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

12. Proposer has attached copies of its annual financial statement, including balance sheet, profit and loss statement, statement of cash flows, and notes to the Financial Statements for the last three (3) years. Yes No

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

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

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

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT: Food Service Consultant

PROJECT NUMBER: 2018-18-M

PROPOSER: _____

CHECK BOX(ES) TO CERTIFY:

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

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

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

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

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

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT: Food Service Consultant

PROJECT NUMBER: 2018-18-M

PROPOSER: _____

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

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

B. CERTIFICATION

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

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

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

REQUIRED FORM F – PROPOSED PRICING AND FEE SCHEDULE

NAME OF PROJECT: Food Service Consultant

PROJECT NUMBER: 2018-18-M

PROPOSER: _____

Required Form F must be submitted as a separate PDF file with the electronic submission and in a separate envelope with the hardcopy submission.

Provide in the space below the total monthly fee for providing all Services as outlined in this RFP

\$_____ per month

List any and all other fees or expenses not included in the proposed monthly fee quoted above.

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: Food Service Consultant

PROJECT NUMBER: 2018-18-M

PROPOSER: _____

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

PLEASE CHECK ONLY ONE:

- PROPOSER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2018-18-M. PROPOSER ACCEPTS THE TERMS AND REQUIREMENTS OF THIS RFP AND THE FORM OF AGREEMENT AND AGREES TO SIGN THE AGREEMENT IN SUBSTANTIALLY THE FORM OF EXHIBIT 2 IF IT RECEIVES THE CONTRACT AWARD. ADDITIONALLY, PROPOSER UNDERSTANDS THAT CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.
- PROPOSER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2018-18-M. PROPOSER HAS ATTACHED A DETAILED MARK-UP OF ALL EXCEPTIONS AND/OR ADDITIONS, A DETAILED EXPLANATION OF SAID EXCEPTIONS WITH ALTERNATIVE LANGUAGE AND PLACEMENT IN THE EXCEPTED AGREEMENT TERMS TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS. ADDITIONALLY, PROPOSER UNDERSTANDS THAT ADDITIONAL CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.

REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: Food Service Consultant

PROJECT NUMBER: 2018-18-M

PROPOSER: _____

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

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

a. **Commercial General Liability**

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

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

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

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

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

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

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

d. Umbrella Coverage	
Per occurrence and Aggregate	\$1,000,000.00

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

e. **Professional Liability/Errors & Omissions**

Per claim and Aggregate

\$2,000,000.00

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

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

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

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;

- B.** A description of the plans and specifications provided to MBE/WBEs; and
 - C.** A detailed statement of the reason(s) agreements with the MBE/WBEs were not possible;
 - D.** A detailed statement of efforts made to select work for an MBE/WBE.
 - 7.** Whether the contractor deemed the MBE/WBE as unqualified on a bona fide basis consistent with legitimate industry standards.
 - 8.** The Bidder and/or Proposer must research MBE and/or WBE involvement beyond customary roles. (Affidavits must be submitted stating why MBE/WBE participation was not possible).
 - 9.** Assisting MBE and/or WBEs in overcoming participation barriers, for example, by helping firms obtain bonding or insurance coverage.
- c. Price.** Price alone is not an acceptable reason for rejecting an MBE/WBE subcontractor. The bidder or proposer must demonstrate that no MBE and/or WBE offered a reasonable price based on objective factors establishing that the quote is excessively costly. In order to establish that a subcontractor's quote is excessively costly, the Bidder or Proposer must provide the following information:
- 1.** A detailed statement of the work identified for MBE/WBE participation for which Bidder or Proposer asserts the MBE/WBE quotes(s) was excessively costly (in excess of 10%).
 - 2.** A list of all potential subcontractors contacted for a quote on the relevant work or service to be performed by the subcontractors and the prices quoted for the subcontract in question.
 - 3.** Other documentation that demonstrates to the satisfaction of the Coordinator that the MBE/WBE proposals are excessively costly, even though not in excess of 10% than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - A.** The Authority's estimate for the work under a specific subcontract;
 - B.** The Bidder's or Proposer's own estimate for the work under the subcontract;
 - C.** An average of the bona fide prices quoted for the subcontract;
 - D.** Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE or other firm.

SECTION IX. IMPRACTICABILITY

If the Authority, determines that a lesser MBE/WBE percentage goal is appropriate with respect to a particular contract subject to competitive bidding or issuance of request for proposals prior to the Bid or Proposal solicitations for such contract, Bid or Proposal specifications shall include a statement of such revised standard. This determination may be made in connection with a particular contract, whether before the contract is let for Bid or Proposal, during the Bid or

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**



McCORMICK
 SQUARE • PLACE • MPEA

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**



A. Project Information

RFP Number:	RFP Title:
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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 ____

NOTARY PUBLIC

(SEAL)

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:
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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 ____

NOTARY PUBLIC

(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:
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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:
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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 ____

NOTARY PUBLIC

(SEAL)

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:
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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 ____

 NOTARY PUBLIC (SEAL)

For MPEA Use	Reviewed By:
	Date:

EXHIBIT 1 – 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	August 17, 2018
Mandatory Pre-Proposal Meeting & Site Visit*	August 28, 2018 – 10 am -12pm Meet at 301 E Cermak Road, 5 th Floor
Questions due	September 5, 2018 by 5:00 pm
Answers to questions issued	September 12, 2018
Proposal Due Date	September 28, 2018 by 12:00 pm
Board Approval and notification of selection	December or January

EXHIBIT 2 – FORM OF AGREEMENT

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