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# Metropolitan Pier and Exposition Authority

Request for Proposals (“RFP”) # 2019-16-M

Natural Gas Services

Issued June 3, 2019

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### EXHIBITS:

1. NATURAL GAS PRICING TEMPLATE
2. PART 1 – NORTH AMERICAN ENERGY STANDARD BOARD (NAESB) BASE CONTRACT  
PART 2 - TRANSACTION CONFIRMATION (NAESB Exhibit A)  
PART 3 – MPEA SPECIAL PROVISIONS

## SECTION I. – DEFINITIONS

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

**"Adder"** means ANY costs or (profit) associated with the delivery of Natural Gas Service.

**"Agreement"** means **NATURAL GAS SERVICE** contract that is to be entered into between the Authority and the Successful Proposer pursuant to the RFP Document

**"Authority"** means the Metropolitan Pier and Exposition Authority

**"Basis"** means the difference in the market value of natural gas at two separate physical locations at the same point in time. (Henry Hub/Chicago, IL)

**"Billing Month"** shall mean a period of time beginning at 9:00 AM local time, on the first day of a calendar month and ending at 9:00 AM local time on the first day of the next calendar month or such other period as may be mutually agreed to by the Authority and the Contractor.

**"BTU"** shall mean British Thermal Unit or Units.

**"Contractor"** means the Proposer selected for award of an Agreement.

**"Cubic Foot Of Gas"** shall mean the amount of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and at a base temperature of sixty degrees Fahrenheit (60°F).

**"Daily Purchase Volume"** shall mean that volume of gas consumed at the Authority's facility and shall be measured in MMBTU units.

**"Day"** shall mean a period of twenty-four (24) consecutive hours beginning as nearly as is practicable at 9:00 AM local time at the Re-Delivery Point or at such other time as may be mutually agreed to by the Authority and the Contractor.

**"Debarred"** means precluded from doing business or entering into a contract with the Authority, City of Chicago, Cook County, State of Illinois, Chicago Public Schools, Chicago Transit Authority, Regional Transit Authority and Chicago Park District. The Authority also reserves the right to debar a vendor from doing business or entering into a contract with the Authority if the Consultant has been convicted or pled guilty to a felony involving fraud related to procurement and/or contracting with any unit of government.

**"Designated", "Ordered", "Permitted", "Approved"** These words or others of similar import, unless specifically modified, shall be taken to mean designated, ordered, permitted, or approved by the Authority's representative.

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

**"Laws"** shall mean City, State and Federal statutes, ordinances, codes, rules and regulations.

**"Local Distribution Company"** or "LDC" shall mean the People's Gas, Light, and Coke Company, sometimes herein referred to as "People's Gas".

**"MCF"** shall mean one thousand (1,000) cubic feet of gas.

**"MBE"** means Minority Owned Business Enterprise

**"MMBTU"** shall mean one million (1,000,000) BTU's.

**"NYMEX"** shall mean New York Mercantile Exchange.

**"Pipeline Quality Gas"** shall mean the natural gas meeting quality and BTU requirements of third party transporter(s).

**"Or Equal"** Wherever a particular process, material, device, detail or part is specified herein followed by these words or by similar or equivalent expressions, such words or expressions shall be understood to mean and permit the use of another process, material, device, detail or part that the Engineer shall determine is fully equal in suitability, quality, durability, and all the other respects, to the process, material, device, detail or part herein specified for such use and shall approve for such use in the work hereunder.

**"Point Of Delivery"** shall mean a point of receipt on interstate pipeline for Contractor's Account.

**"Point Of Re-Delivery"** or "Chicago City Gate" shall mean the People's Gas, Light, and Coke Company's point of interconnect with the third party transporter(s).

**"Point(s) Of Usage"** shall mean the location at which the Authority will consume natural gas.

**"Proposer"** means the firm(s), sole proprietor, corporation(s), partnership(s) and joint venture(s) that submit a Proposal

**"Purchase Order"** shall mean a written order signed by the Director of Building Operations of the Authority, a duly appointed Acting Director of Building Operations, or an Assistant Chief Engineer designated by such Director of Building Operations, delivered by messenger to the Contractor or mailed to the Contractor to the address designated in his/her Bid or to such other address as he/she may designate in writing as his/her official place of business.

**"Response"** shall mean the response submitted by a Proposer pursuant to this RFP.

**"Respondent"** means the firm(s), sole proprietor, corporation(s), partnership(s) and joint venture(s) that submit a Proposal

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

**"Responsible"** Responsibility is determined by the Authority and relates primarily to the ability of a Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. A Proposer, otherwise able to perform, who has been convicted of felony, or violation of the public procurement requirements of any Federal or State governmental entity, may be found not responsible. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer's

responsibility are the utilization of reference checks, vendor performance on previous contracts and availability of financial credit information.

**"RFP"** shall mean this Request for Proposals including all attachments, exhibits and addenda.

**"Selected Proposer"** means the Proposer selected for award of an Agreement.

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

**"Therm"** shall mean a unit of Pipeline Quality Gas dependent on the BTU value assigned by the Local Distribution Company and which shall be equal to 100,000 BTU's or 0.1 MMBTU's. (10 Therms = 1 MMBTU.)

**"Third Party Transporter(s)"** shall mean any company(ies) with which the Contractor or the Authority may contract to transport the gas to the Authority.

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

## SECTION II. – BACKGROUND INFORMATION AND OBJECTIVES

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### **GENERAL BACKGROUND INFORMATION**

The Metropolitan Pier and Exposition Authority (“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 owns McCormick Place®, an exhibition and convention center located at 23<sup>rd</sup> Street and Martin Luther King Drive in the City of Chicago, which is managed and operated by SMG, a private convention management company. Additionally, the Authority owns Navy Pier®, an historical landmark also located in Chicago directly east of Lake Shore Drive at Grand Avenue on Lake Michigan. Navy Pier is being operated and developed by an independent not-for-profit organization known as Navy Pier, Inc. (“NPI”) pursuant to a long term lease agreement with the Authority.

McCormick Place is North America’s premier convention facility. The McCormick Place Complex (“MPC”) comprises four state-of-the-art buildings, the South, West, North buildings and the Lakeside Center. These buildings have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making it the nation’s largest convention center. McCormick Place® hosts approximately 125 -150 events and attracts more than 2 million trade and public show visitors annually. McCormick Place features the Arie Crown® Theater, a renovated proscenium arch theatre which seats approximately 4,249. Two separate buildings, the Energy Center and the Corporate Center, are also part of the MPC. In 2017 the MPEA opened two new buildings—the Wintrust Arena and the Marriott Marquis Chicago hotel.

**GOALS AND OBJECTIVES**

This Request for Proposal (RFP) has been issued to solicit proposals from Natural Gas Suppliers qualified and interested in entering into an agreement to provide natural gas services on a consistent, non-interruptible firm delivery basis to the MPEA's facilities under People's Gas Delivery Service tariffs and guidelines as approved by the Illinois Commerce Commission.

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. When it has been determined there is an insufficient number of M/WBEs to ensure adequate competition and an expectation of reasonable prices on proposals solicited on an individual contract, the Authority may reduce such goals or permit such contract be made exempt from contracting goals.

## SECTION III. – SPECIFICATIONS

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### 1. SCOPE OF SERVICES

Under the Agreement, of which these Specifications are a part, the Contractor shall furnish and deliver natural gas of the quality and quantity described in these specifications.

- A. The volumes of Natural Gas shall be delivered to the Point(s) of Delivery on the interstate pipeline for Re-Delivery to the Local Distribution Company ("LDC") point of interconnect with the third (3<sup>rd</sup>) party transporter(s) (commonly referred to as Chicago Citygate).
- B. All gas ordered is to be used at the Authority's facilities or Points of Usage known as follows:

**Points of Usage:**

- (1) McCormick Place Energy Center  
2211 South Martin Luther King Drive, Chicago, Illinois 60616
- (2) McCormick Place West Building  
2301 S Indiana Avenue, Chicago, IL 60616
- (3) Lakeside Center – McCormick Place  
2301 South Lake Shore Drive, Chicago, Illinois 60616
- (4) McCormick Place North  
450 East 23rd Street, Chicago, Illinois 60616
- (5) McCormick Place South  
2301 South Mines Drive, Chicago, Illinois 60616
- (6) Corporate Center – McCormick Place  
301 East Cermak Road Avenue, Chicago, Illinois 60611
- (8) McCormick Place Hyatt Hotel  
2241 S King Dr, Chicago, Illinois 60611
- (9) Wintrust Arena  
200 E Cermak Road, Chicago, IL 60616
- (10) McCormick Place Marriott Hotel  
2121 S Prairie Ave Chicago IL 60616-1305

- C. The natural gas referred to herein shall be Pipeline Quality Gas, which meets the quality, pressure and BTU requirements of all the Third Party Transporter(s).

### 2. OTHER SERVICES

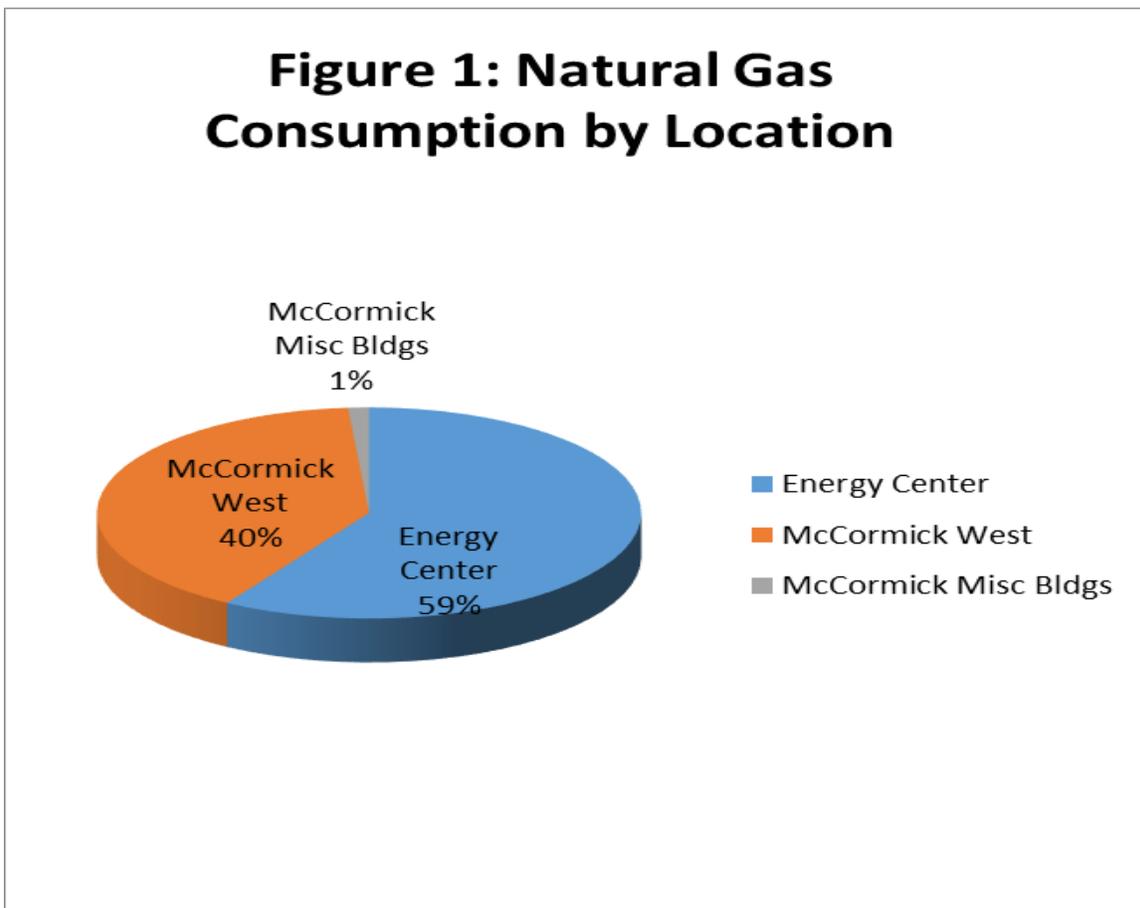
The Contractor shall provide information on other natural gas services that may assist the Authority Facilities in improving administrative efficiency or provide greater economies to the Authority as a whole.

### 3. ESTIMATED DELIVERED VOLUMES BY LOCATION

Any and all quantities stated in these RFP Documents are estimates, not guaranteed quantities. The Authority is unable to specify, except within broad limits, the amount of natural gas that will be needed during the term of this Agreement. The successful Bidder will recognize that conditions may change, and therefore, the Authority reserves the right to more or less natural gas than the following estimated amounts.

The RFP is requesting natural gas commodity supply for the period of September 1, 2019 through August 31, 2024 for its facilities. The Authority consumed an approximate total of 418,867 MMBtu's of natural gas in Calendar year January 2018 – December 2018. The Energy Center consumed 246,021 MMBtu's, McCormick Place West 167,669 MMBtu's, and McCormick Miscellaneous bldgs. 5,177 MMBtu's.

**Figure 1 shows the percent share attributable to these locations served by People's Gas.**



**TABLE 2 SHOWS THE TYPICAL ANNUAL CONSUMPTION IN MMBTU'S, PEOPLE'S RIDER, DOB, AND NUMBER OF ACCOUNTS.**

**Table 2**

<b>Time Period</b>	<b>Energy Center</b>	<b>McCormick West</b>	<b>McCormick Misc Bldgs</b>	<b>Total MMBTU</b>
January 2018-December 2018	246,021	167,669	5,177	418,867
People's Rider	SST	SST	SST	
DOB	8	8	8	
Number of accounts	1	1	3	

**Table 3 details historical actual monthly MMBTU consumption by location.**

**Table 3**

<b>Month</b>	<b>Energy Center Plant</b>	<b>McCormick West Plant</b>	<b>McCormick Misc Buildings</b>
Jan-18	30,325	44,185	687
Feb-18	27,547	33,390	667
Mar-18	36,360	16,821	506
Apr-18	23,695	19,219	413
May-18	15,536	913	361
Jun-18	10,306	883	310
Jul-18	9,432	739	226
Aug-18	88	9,407	221
Sep-18	2,440	7,577	288
Oct-18	21,075	1,752	409
Nov-18	39,938	9,491	614
Dec-18	29,280	23,292	475
	<u>246,021</u>	<u>167,669</u>	<u>5,177</u>

**4. APPROXIMATE QUANTITY / STORAGE**

The Contractor agrees to sell to the Authority and the Authority agrees to purchase from the Contractor its requirements of natural gas as specified herein for the Authority's facilities except as indicated below.

The Authority shall have no obligation to order any specific quantity of Natural Gas in any specific month. The Contractor shall deliver the quantity of Natural Gas needed by the Authority pursuant to this Agreement. The Authority shall never be obligated to pay for Natural Gas which has not been delivered to the LDC. The Authority may terminate this Agreement for any failure of the Contractor to deliver needed Volume during any month of the term of this Agreement. The Authority is only liable for actual quantities delivered to the Authority's accounts with People's Gas.

If during any calendar month during the term of the Agreement the Authority's requirements for gas exceed the Ordered Volume or the Contractor is unable to deliver the Ordered Volume at an agreed upon price, the Authority reserves the right to purchase such additional gas as necessary from whatever source may be available.

Upon the targeted completion of any expansion facilities as described in Section II, the Authority will provide Contractor advance notice of any material change in volume required for these facilities.

If best effort storage is available from the contractor, the Authority reserves the right to enter into negotiation with the Contractor for reservation of such volumes of natural gas as may be available and mutually agreeable to both parties. Delivery of such volumes stored shall take place at a time mutually agreeable to the parties. Those quantities taken from storage shall not exceed the total ordered volume or additional volume requested by the Authority for any given month. Invoice for the payment of these quantities shall be included with the regular monthly billing and shall be clearly identified.

## **5. DELIVERIES / WARRANTY OF TITLE**

Supplier will be responsible for acquiring and paying for all the transportation services to the Chicago City Gate. In addition, the supplier must be responsible for timely nominations for the delivery of gas for use at MPEA's facilities.

Ordered volumes shall be delivered on firm basis without interruption to the Point(s) of Delivery on the interstate pipeline for Re-Delivery to the LDC point of interconnect with the third party transporter(s) (commonly referred to as Chicago Citygate).

Deliveries of gas shall commence on the date set forth in the Agreement.

All gas delivered hereunder shall be delivered in equal daily quantities in each billing month, as operating conditions permit.

Billed deliveries to the Authority shall not include loss incurred during pipeline transportation.

The Contractor shall deliver, or cause to be delivered to the Authority, all natural gas sold under this Agreement at the Chicago City Gate.

The Contractor shall assume all responsibility for gas prior to its delivery to Chicago City Gate.

Deliveries of gas shall be calculated from the measurements taken at the meter installed, operated, and maintained by the third party transporter(s) at the delivery point(s). Measurement shall be based on the specifications of the third party transporter(s).

Title to all natural gas delivered under this Agreement shall pass from the Contractor to the Authority at the Chicago City Gate. The Contractor warrants that it will, at the time of delivery, have good title to all gas delivered to the Authority under the terms of this Agreement, free and clear of all liens, encumbrances and claims whatsoever, that it will, at such time of delivery, have good right and title to said gas and that it will indemnify the Authority and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, taxes, license fees, or charges thereon which are applicable prior to the delivery of such gas to the Authority.

Upon request from the Authority, the Contractor shall produce evidence of clear title to Ordered Volumes and to additional volumes of gas.

The Contractor shall not be required to install, own, or operate any facilities for the delivery of natural gas under this Agreement.

## 6. PRICE

Upon notification from the Authority, the prequalified short-listed Proposer(s) shall provide the Authority with the following pricing information on the template provided in Exhibit 1 Sections (A), (B), (C), and (D) as described below:

### A) Index Price (April through October)

Index Pricing  $NGI + (ADDER +/-) = \text{cost per MMBTU}$

The Index used in pricing calculations: (NGI monthly for the delivered month.)

### B) Nymex + Basis Price: (November through March)

$NYMEX + (\text{Basis } +/-) + (ADDER +/-) = \text{cost per MMBTU}$

C) Please provide pricing method for usage variance to the monthly base load quantities. Will imbalances be cashed out on a daily or monthly basis?

D) Please provide number of Days of Bank seller is to provide for service.

E) Please provide any special conditions the MPEA can elect for additional volumes.

The cost per MMBTU should be inclusive of all costs associated with the delivery of natural gas to the required Chicago City Gate.

The prices established herein shall apply to all natural gas delivered on a firm contractual basis pursuant to this Agreement, whether over or under the estimated volume.

The MPEA can enter into a fixed price transaction for any months or series of months based on current NYMEX price plus applicable basis and Adder+/- . In addition, the basis can be locked in separately from the NYMEX.

The price should include all production, severance, ad valorem and/or similar taxes imposed by the State or any other Governmental Agency on the gas produced while title to said gas remains with the Contractor. The Authority shall be responsible for all taxes levied upon said gas once title has passed to the Authority at Chicago City Gate.

## 7. INVOICES AND PAYMENT

Invoices shall be submitted monthly based upon the prior billing period actual usage. The Authority will pay the Contractor on or before the expiration of thirty (30) days following the receipt of the invoice and evidence of delivery from the Contractor. To facilitate payment thereof, the invoice shall be rendered in duplicate, shall be identified by a notation of the Contract Name, and Purchase Order Number.

The monthly invoicing period, hereinafter referred to as the "Billing Month", shall be coincidental with People's (LDC) billing for the Authority or end on the last day of each calendar month. The Authority shall accept delivery and pay each month for the monthly Ordered Volume, prorated for Billing Periods of less than one (1) month, and for all additional quantities of natural gas ordered and delivered by mutual agreement of the parties. The

Contractor shall submit an invoice to the Authority for the amount and cost of gas delivered during the preceding month. The invoice shall specify the meter and account number for each delivery. The Authority will not pay for natural gas that has not been ordered or delivered.

Monthly billing shall be based upon the Ordered Volumes received by the Authority. Corrections to billings if any will be reflected in the next billing rendered after the need for correction is discovered. Payment, or credit, for corrected monthly billings will be made or reflected in the next due payment. Corrections will not be made more than one (1) year after the original billing date. Payment will be made only for gas received and supported by evidence of delivery from third party transporter(s) or People's Gas.

The meters through which all natural gas flows for measurement and their respective Account Numbers provided for that purpose by the LDC are as follows:

**Current Accounts:**

- A) Energy Center Plant  
2211 South Martin Luther King Drive  
Acct#0603395817-00013  
Meter#9201180  
Meter#11051237
  
- B) McCormick Place-West Building Plant  
2301 South Indiana Avenue  
Acct # 0603395817-00015  
Meter # 0625479
  
- C) McCormick Place-North and South Buildings  
500 E 23<sup>rd</sup> Drive  
Acct#06033958170-0001  
Meter # P1918130
  
- D) McCormick Place-North and South Buildings  
500 E 23<sup>rd</sup> Drive  
Acct#06033958170-0002  
Meter # P1918295
  
- E) McCormick Place-Lakeside Building  
2301 South Lake Shore Drive  
Acct#06033958170-0007  
Meter# P1901092  
Meter# P1921316

All invoices must be addressed and mailed as follows:

Metropolitan Pier & Exposition Authority  
ATNN: Muzette White  
301 E. Cermak Rd.  
Chicago, IL 60616-1578  
Email: [accounts-payable@mpea.com](mailto:accounts-payable@mpea.com)

The following requirements and procedures must be adhered to or failure will result in delayed payment.

- A. All invoices must list a valid Authority purchase order number. All items invoiced must agree with the prices, quantities, and description of the valid purchase order. Quantities and prices must agree with the Contract.
- B. All invoices must state the name of the department within the Authority from which the order was placed. This **IS NOT** a substitute for a purchase order number.
- C. If Contractor's invoice does not include **ALL** of the above, it will not be processed for payment.

## **8. FINAL PAYMENT**

The Contractor further agrees that it shall not be entitled to demand or receive final payment for any portion of the work or materials, except in the manner set forth herein, until all of the stipulations, provisions, and conditions herein before mentioned are complied with, and the Authority's representative shall have given its certificate to that effect; whereupon the Authority will, at the expiration of thirty (30) days after such completion and delivery of such certificate, pay, and hereby binds itself to pay the Contractor, the whole amount of money accruing to said Contractor under this Agreement, except such sum or sums of money as have been already paid, and as may be lawfully retained under any of the provisions of this Agreement.

If at any time it shall appear that the Authority has made an illegal or excess payment to the Contractor which may have been included in a progress payment or in the final payment, the Contractor hereby agrees to repay on demand to the Authority the amount or amounts so paid.

Before the Authority makes final payment, the Contractor shall execute a General Release in Affidavit form satisfactory to the Authority's legal counsel. Suppliers are expected to enter into a contract that is developed by the North American Energy Standard Board (NAESB) version 6.3.1, which is provided as Exhibit 2 along with the Transaction Confirmation and any special provision to the NAESB base contract for short and long term sales and purchases of natural gas.

## **9. TRANSPORTATION AGREEMENTS**

The Contractor will arrange all transportation and delivery contracts with pipeline companies. The Contractor shall notify the Authority if it is necessary for the Authority to participate in negotiations with pipeline companies and LDC Agreements. Transportation costs including pipeline transmission losses are to be included with the Contractor's unit prices. All natural gas paid for the Authority shall be net of such losses.

On request of the Authority, the Contractor shall provide all information on all transportation agreements with transporters and distributors, including the source of supply, analysis and BTU content of gas, and the documentation to verify the accuracy of any invoice.

## **10. RESPONSIBILITY OF CONTRACTOR**

The Contractor shall be responsible for the entire work until completed and accepted by the Authority. The Contractor shall give its personal attention to the fulfillment of this Contract and to the execution of the work. It shall keep the same under control, and shall not contract any part of it, except as hereinafter specified. The Authority will not recognize any

parties engaged in the work covered by this Contract other than the Contractor and its employees.

No assignment by the Contractor, or of the funds to be received hereunder by the Contractor will be recognized by the Authority unless such assignment has had the prior approval of the Purchasing Agent.

No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Agreement in favor of all persons, firms, or corporations rendering such services or supplying such materials.

**11. TERM**

The Contract begins on September 1, 2019 and unless sooner terminated in accordance with the Contract ends on August 31, 2024.

## SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

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### RFP PROCESS

The Proposer's written response, which details the experience and expertise of the Proposer to provide NATURAL GAS SERVICES, is due no later than **twelve o'clock noon (12:00) central time, on Thursday June 27, 2019.**

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents are available for downloading at the MPEA website at [www.mpea.com](http://www.mpea.com) under the link "Doing Business" on or after 12:00 PM central time on Monday June 3, 2019. 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 either: faxing a legible copy of a business card, referencing RFP # 2019-16-M by email to [mpeaprourement@mpea.com](mailto:mpeaprourement@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 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 MPEA Procurement Department via [mpeaprourement@mpea.com](mailto:mpeaprourement@mpea.com) concerning this RFP and should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP.

The Authority will accept pre-submittal questions, in writing via e-mail, until 12:00 noon central time, Monday, June 10, 2019. Questions must be submitted in writing to [mpeaprourement@mpea.com](mailto:mpeaprourement@mpea.com). A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website and all Proposers who have provided the Authority with valid contact information will be notified via email.

RFP submittals are due no later than **twelve o'clock noon (12:00) PM central time, on Thursday June 27, 2019.** Interested parties must submit an electronic version (PDF and/or Word) of its proposal via email to [mpeaprourement@mpea.com](mailto:mpeaprourement@mpea.com), or via a secure file sharing platform such as Dropbox or similar, before the deadline

Hard copy submittals and supporting documentation must be submitted in a sealed package/envelope labeled "Request for Proposals #2019-16-M NATURAL GAS SERVICES" and must be accompanied by an identical electronic version on a flashdrive or can be emailed to [mpeaprourement@mpea.com](mailto:mpeaprourement@mpea.com). Facsimile copies will not be accepted.

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

METROPOLITAN PIER AND EXPOSITION AUTHORITY  
ATTN: MPEA PROCUREMENT  
301 EAST CERMAK ROAD, 1<sup>ST</sup> FLOOR  
CHICAGO, ILLINOIS 60616

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 twelve o'clock noon (12:00) PM central time, on Thursday June 27, 2019, 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. Proposer is expected to highlight its expertise and its proposed method or approach to the successful performance of the scope of services.

### **Proposal Submission**

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

1. Executive Summary —a brief summary of the Proposer's relevant experience in supplying natural gas.
2. Qualifications and Current Experience of the Proposer — statement detailing the Proposer's current experience for at least one year, preferably for the most recent three years, in comparable facilities of similar size and scope and other qualifications that may demonstrate the Proposers ability to provide the Services as described in this RFP.
3. Comparable Facilities – Detail no less than three examples of facilities within the past 5 years in which you have provided similar services.
4. References — three client references from facilities to which Proposer has provided services similar in size and scope to those described in Section III Scope of Services, within the last 3 years. Include company name, address, the client contact person, phone number, email address, and a description of the services provided.
5. Financial Disclosure — Furnish audited financial statements, including balance sheet, profit and loss statement, statement of cash flows, and notes to the financial statements, for the last three years, to demonstrate that Proposer has the financial viability and ability to perform the Services.
6. Form of Agreement — a statement that the Proposer agrees to the terms and conditions of Exhibit 2 – Base Contract for Sale and Purchase of Natural Gas and any specific provisions to the same with an explanation of the reasons the Proposer does not agree to any specific term. If the Proposer does not take exception of any of the terms in the Form of Agreement, the Authority will assume that the Proposer has accepted those terms.
7. Relevant Factors — any other relevant factors the Proposer believes should be considered by the Authority.

**Required Forms**

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

- Required Form A Form of Transmittal Letter
- Required Form B Statement of Business Organization
- Required Form C Statement of Qualifications
- Required Form D Proposer Certifications
- Required Form E Disclosure of Lobbyists
- Required Form F Notification of Exceptions

## SECTION V. – RFP EVALUATION

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### **EVALUATION PROCESS**

The Authority intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The evaluation and selection of the successful Proposer will be a two-step process.

**Step 1:** The Authority will first review the proposals submitted by the RFP due date to assess Proposer's Responsiveness and compliance with the administrative requirements of the RFP (completion of Required Forms). The Authority will also determine whether the Proposer is Responsible and one with whom the Authority can or should do business.

The Authority will use an Evaluation Committee to review and evaluate the Proposals which will be evaluated using comparative analysis of the elements of Responsiveness. Throughout the evaluation and selection period, each Proposer may be required to furnish additional information, make presentations and attend meetings as requested by the Authority.

Based on the qualifications submitted, the Authority may, in its sole discretion, select a short list of firms deemed to be the best qualified to proceed to the next step.

**Step 2:** All firms identified on the short list will be notified by the Authority and given the specific date (targeted for late May 2014) at which time the Authority will request pricing from those firms, as per Exhibit 1 - Natural Gas Pricing Template. Within a three-hour timeframe, the Authority will select and execute an agreement with the firm(s) deemed to be the best qualified to provide natural gas supply service for its facilities at the McCormick Place Complex and Navy Pier.

### **Evaluation Criteria**

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

1. Qualifications and Experience
  - A. Proposer's previous experience providing services of similar scope and magnitude to those required by the Authority for a period sufficient to establish the quality and reliability of the services provided
  - B. Evidence of Proposer's current ability to deliver natural gas supply into the People's Gas delivery system
  - C. Membership in professional or regulatory organizations that are standard for the Service
2. Compliance with RFP submittal requirements
3. Understanding of the MPEA's program objectives
4. Past performance and references
5. Financial Ability and Relative Information
  - A. Proposer's financial viability and financial ability to perform the Services
  - B. Corporate counsel's summary of any significant litigation, as detailed on Required Form C, item 11

- C. Proposer's acceptance of Exhibit 2 (Parts 1, 2 & 3) – Base Contract for Sale and Purchase of Natural Gas and MPEA's Special Provisions to the Base Contract.

## 6. Proposed Pricing

### **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 mandatory service requirements and proposed services
3. Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee)
4. Determination and recommendation of short list of qualified Proposers
5. Approval by the MPEA Board and delegation of authority to award a contract with any short-listed Proposer
6. Notification to RFP respondents of short list of Proposers
7. Proposers' acceptance of Exhibit 2 (Parts 1, 2 & 3)
8. Request pricing via Exhibit 1 from short-listed Proposers on pre-determined date; Review proposed pricing; Make award decision; Execute final agreement
9. Award notification to the Authority's Board at its next meeting

## SECTION VI. – CONDITIONS, DISCLAIMERS AND DISCLOSURES

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

### Signing Forms

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

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

### Ownership of Proposals

The timely submittals and any information made a part of the Proposals will not be returned to the sender. The Authority reserves the right to retain all submittals and to retain any ideas in a

submittal regardless of whether a Proposer is selected. Submittal of a response to this RFP indicates acceptance by the Proposer of the conditions contained within the RFP document.

#### Improper Practices

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Authority, the Authority's appointed evaluation committee, SMG, the City of Chicago, 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 the 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. Proposers must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended.

#### Freedom of Information Act

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

#### Confidentiality

Except with the Authority's approval, the Proposer shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than the Authority or its designated

representatives, or as required by law, any non-public information which it may have obtained during the RFP process concerning any matter relating to the work or regular business of the Authority.

#### Taxes

The Successful Proposer 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: Director of Procurement  
301 E. Cermak Rd., Chicago, IL 60616  
[mpeaprocurement@mpea.com](mailto: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 VII. – REQUIRED FORMS

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

- A. FORM OF TRANSMITTAL LETTER
- B. STATEMENT OF BUSINESS ORGANIZATION
- C. STATEMENT OF QUALIFICATIONS
- D. PROPOSER CERTIFICATIONS
- E. DISCLOSURE OF LOBBYISTS
- F. NOTIFICATION OF EXCEPTIONS

# REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

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*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: **NATURAL GAS SERVICES**  
**RFP #2019-16-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 **NATURAL GAS SERVICES**. In this connection, I state the following:

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

I declare that all Required Forms A - F 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:** NATURAL GAS SERVICES

**PROJECT NUMBER:** 2019-16-M

**PROPOSER:** \_\_\_\_\_

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

Signator's Name \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

\*Contracts may be sent via DocuSign for electronic signature

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

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**NAME OF PROJECT:** NATURAL GAS SERVICES

**PROJECT NUMBER:** 2019-16-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 \_\_\_\_\_

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

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

# 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 contact person for purposes of responding to any questions the Authority may have:
- Contact Name \_\_\_\_\_
- Title \_\_\_\_\_
- Address \_\_\_\_\_
- Telephone \_\_\_\_\_ Email address \_\_\_\_\_

## REQUIRED FORM D – PROPOSER CERTIFICATIONS

---

**NAME OF PROJECT:** NATURAL GAS SERVICES

**PROJECT NUMBER:** 2019-16-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:** NATURAL GAS SERVICES

**PROJECT NUMBER:** 2019-16-M

**PROPOSER:** \_\_\_\_\_

The Board of the Metropolitan Pier and Exposition Authority (“MPEA”) has determined that all bids, proposals and contracts requiring Board approval must be accompanied by a statement disclosing information about Lobbyists, as that term is defined in Section A below. Lobbyists retained in connection with the award of the contract are agents of the Proposer and are therefore subject to the same rules as the Proposer, including but not limited to the prohibition of conflicts of interest and the prohibition of direct contact with any official, employee or agent of the MPEA regarding outstanding procurement projects, except as provided herein. The only officials, employees or agents of the MPEA who may be contacted regarding outstanding procurement projects are the Director of Procurement, to whom questions for clarification regarding an outstanding procurement may be submitted in writing, and members of the MPEA’s Business and Workforce Diversity Department, who may be contacted regarding the Proposer’s Minority and Women’s Business Enterprise participation.

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. "Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) of whose duty, or any part of whose duty, as an employee of another includes undertaking to influence any legislative or administrative action. 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 **NATURAL GAS SERVICES**.
4. MPEA prohibits the participation of Lobbyists when the payment to the Lobbyist is contingent on the award to the party of a contract, namely through contingency fee agreements.

**B. CERTIFICATION**

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

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

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

## REQUIRED FORM F – NOTIFICATION OF EXCEPTIONS

---

**NAME OF PROJECT:** NATURAL GAS SERVICES

**PROJECT NUMBER:** 2019-16-M

**PROPOSER:** \_\_\_\_\_

The Proposer understands and agrees that Exhibit 2 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 OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2019-16-M. PROPOSER ACCEPTS THE TERMS AND REQUIREMENTS OF THIS RFP AND THE EXHIBIT 2 (ALL PARTS) AND AGREES TO SIGN IT 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 (ALL PARTS) INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2019-16-M. PROPOSER HAS ATTACHED A DETAILED LIST OR MARK-UP OF ALL EXCEPTIONS AND/OR ADDITIONS, A DETAILED EXPLANATION OF SAID EXCEPTIONS WITH ALTERNATIVE LANGUAGE AND PLACEMENT IN THE EXCEPTED TERMS TO THIS REQUIRED FORM - NOTIFICATION OF EXCEPTIONS. ADDITIONALLY, PROPOSER UNDERSTANDS THAT ADDITIONAL CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.