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Request for Proposals
#2019-05-M

**INSURANCE
BROKERAGE
SERVICES**

Metropolitan Pier and Exposition
Authority (MPEA)

July 31, 2019

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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

GENERAL 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.

MPEA INSURANCE PROGRAM

The Authority operates on a July 1 – June 30 fiscal year. Each year the Authority’s insurance broker must provide an analysis of the current program and make recommendations by the end of the first quarter of the fiscal year for the next fiscal year’s program. Once the Authority and the insurance broker agree on the annual insurance program, the insurance broker must solicit quotes in time for the Authority to present the program to the Board no later than its May meeting. The insurance broker typically begins the solicitation process no later than December of each year.

The MPEA owns the following properties located in Chicago, IL:

<u>Location Name</u>	<u>Street Address</u>
McCormick Place North Building	450 East 23rd Street
McCormick Place South Building	2301 S. Martin Luther King Drive
McCormick Place East Lakeside Center	2301 S. Lake Shore Drive
McCormick Place West Building	2301 S. Indiana Avenue
McCormick Place Hyatt Hotel	2233 S. Martin Luther King Drive
Conference Center	2300 S. Martin Luther King Drive
Corporate Offices	301 E. Cermak Road
Wintrust Arena	200 E Cermak Road
Marriott Marquis Chicago	2121 S Prairie Ave
ABC Building	
McCormick Place Parking Garage (A Lot)	2301 S. Prairie Ave
McCormick Place Parking (B Lot) and Truck Marshalling Yard	2400-3100 S. Lake Shore Drive
McCormick Place Parking Garage (C Lot)	2301 S. Lake Shore Drive
Energy Center	2200 S. King Drive - 2211 S. King Drive
Pocket Park	2039 S Prairie Ave
Navy Pier Complex *	600 East Grand Avenue

* MPEA owns Navy Pier, but Navy Pier, Inc. purchases all insurance, with the exception of pollution liability. See section II for background information.

For the 2019-2020 fiscal year, the Authority will maintain the following lines of coverage:

Property

Property insurance provides coverage for physical damage, including damage as a result of terrorism, to MPEA's buildings and contents plus loss of income due to business interruption.

Fine Arts

Coverage provides for property damage to MPEA's fine art collection in excess of the \$2,500 deductible.

Casualty

Casualty insurance provides coverage for bodily injury and property damage to third parties. Lines of coverage included in this category are general liability, auto liability, umbrella and excess, and the master venue program for the MPC. This coverage also includes a separate general liability policy for the Hyatt hotel. Marriott Marquis provides a separate general liability policy per our contract. Since the Authority is under contract with Navy Pier, Inc. to manage the Navy Pier facility, this program provides excess coverage for any vicarious liability in excess of the \$75 million limit Navy Pier, Inc. secures.

Workers' Compensation

The Workers' Compensation (WC) program provides coverage for injury to covered MPEA employees. Effective July 1, 2018, MPEA bound an annual guaranteed cost worker’s compensation program that allowed the Authority to secure a maximum total expenditure for this coverage including losses. For claims

prior to July 1, 2018 the Authority maintains a loss retro program and a self-insured program that are administered by third-party administrators to handle the run-off claims.

Cyber

Cyber insurance provides coverage for a data breach or cyber security breach.

Active Assailant, Loss of Attraction and Threat

Active assailant coverage provides for a premeditated malicious physical attack who is physically present and armed with a hand-held weapon; which causes damage and/or bodily injury or death. Loss of attraction provides coverage for an act of terrorism, active assailant event and/or sabotage. Threat of a malicious act; which results in denial of access or threat loss.

Management Liability

The Management Liability program for MPEA consists of Directors and Officers Liability (D&O), Employment Practices Liability (EPL), Fiduciary Liability and Crime Coverage. The D&O, EPL and Fiduciary are claims-made coverages. The Authority also maintains lines of coverage for Lawyer's Errors and Omissions and Public Official Bond-Treasurer.

Premises Liability and Failure to Supply for the Energy Center

This program consists of two policies, premises liability for bodily injury and property damage to third parties related to energy center operations and a policy for failure-to-supply energy to third parties.

Pollution Liability

This site specific, claims made policy provides coverage for bodily injury, property damage and clean up caused by a pollution incident actually or allegedly originating from owned or operated properties. Underground storage tanks are included in this policy. Coverage is for McCormick Place, the Energy Center and Navy Pier.

GOALS AND OBJECTIVES

The MPEA is soliciting Proposals from Responsible firms to provide INSURANCE BROKERAGE SERVICES. The Successful Proposer will be responsible for risk analysis, development, marketing, placement and administration of insurance coverage for the lines listed above and other coverage as determined by the Authority. The Successful Proposer shall provide all services required pursuant to this RFP for a flat annual fee.

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 a good faith effort to achieve these goals.

SECTION III. – SCOPE OF SERVICES

Description of Services

During the first year of the contract, the Successful Proposer must provide a comprehensive analysis of the Authority's overall insurance program, in addition to the ongoing Services listed below. The ongoing Services shall include but are not limited to the following major responsibilities:

1. Provide detailed analysis of the Authority's current insurance program by the end of the second quarter of each fiscal year (December 31st).
2. Present to the Authority the recommendations for annual insurance program renewal by February 15th.
3. Market and place insurance coverage pursuant to the approved program.
4. Assist the Authority with risk management related issues, on an as-needed basis.
5. Assist the Authority in obtaining underwriting information and preparing application.
6. Assist the Authority in confirming the accuracy of information used in maintaining any Authority database of underwriting information.
7. Administer all aspects of the Authority's relationships with insurers and act as intermediary between the Authority and the insurers.
8. Provide annual insurance schedules and updates as requested by the Authority.
9. Assist in the management of property insurance programs and general liability insurance programs.
10. Issue quarterly reports and meet with the Authority to discuss the following:
 - a) Types and amounts of coverage in force.
 - b) Fulfill the requirements of agreed upon broker and Authority insurance objectives.
 - c) Forecast of market conditions.
 - d) Submit a summary of any fees incurred by the Authority.
 - e) Provide a commentary of other developments within the insurance industry.
 - f) Maintenance of records, policies and certificates.
11. Designate a centralized contact to issue insurance certificates.
12. Assist in the administration of workers' compensation claims.
13. Provide recommendations for handling the administration of workers' compensation run off claims.
14. Provide an actuarial analysis as of March 31st and June 30th annually. The analysis should reflect MPEA's estimated requirement based upon outstanding claims.
15. Report claims to excess carriers.
16. Conduct quarterly meetings with all insurance carriers.
17. Consult on risk financing alternatives.
18. Provide coverage/exposure analysis and recommendations
19. Provide loss fund actuarial report for both workers' compensation and general liability, as requested.
20. Participate in selecting a property appraiser for the appraisal of property values every 3-5 years.
21. Consult on new property acquisitions.
22. Consult on plans/coverage on current construction projects.
23. Provide a designated representative to review contract(s) for appropriateness of insurance requirements and review contractor policies and endorsements to verify compliance with insurance specifications or negotiations.
24. Provide administrative support, such as computerized services, RMIS system support, program analysis report, presentations.
25. Provide technical support such as, claim management services, safety and loss prevention.

A. Contract Review and Compliance Management

Proposer will review and advise MPEA of insurance requirements for various contracts to be included in Request for Proposals and Invitation for Bids for public solicitation. MPEA enters into a broad range of contract types including but not limited to various professional services (attorneys, architects, engineers, auditors, etc.), construction contracts, and other services (food service, landscaping, various repair and maintenance for equipment such as elevators, escalators, motors).

1. MPEA will provide Proposer with contract insurance wording for compliance evaluation along with adequate background information as to the nature and scope of the contracted services or activity.
2. Proposer will review the insurance coverage information provided to assess the level of compliance with/for standards set and will provide a "marked-up" copy of the contract wording to the business unit requesting the review. While turn-around times will vary, the goal will be for forty-eight (48) hour "business day" turnaround or less. Effort will be made to meet all priority deadlines as identified.
3. For non-standard contracts, Proposer will offer recommendations for treatment that appear to be consistent with MPEA's approach to contractual risk.
4. In instances where desired terms cannot or will not be met, Proposer will work with MPEA, as requested, to identify and recommend acceptable options.
5. MPEA WILL MAKE FINAL DECISIONS AS TO THE ACCEPTABILITY OF AVAILABLE COVER/PROTECTION/WORDING. Proposer will not negotiate or speak on behalf of MPEA but will support MPEA in that process.
6. Proposer will track activity and produce reports, as agreed upon to support the process.

B. Contract Standards Development

The consultant will assist MPEA in identifying and evaluating its contractual risk transfer exposures, beginning with a review of contract materials provided by MPEA. Contract materials will include any existing contract review guidelines and standards as well as representative samples of individual contracts required for MPEA procurements and/or existing contracts.

1. For each Contract, Proposer will, on an as needed basis, review:
 - a. MPEA's standards for insurance required as respects Specific insurance requirements established for each MPEA RFP agreement sent out for solicitation.
 - b. Existing contracts with major 3rd party vendors (i.e. Management Contracts for McCormick Place, Parking Management, Hotels, etc.) for suitability of language and compliance with MPEA requirements
 - c. MPEA insurance requirements for tenants and events (i.e. floor shows, Arie Crown Theatre, Wintrust Arena) for suitability and consistency of language (up-to-date, reflecting current insurance forms and terms) used in describing insurance required of the parties; and
 - d. Existing and proposed agreements for adequacy and consistency of required insurance limits as specified by MPEA and inclusion of additional insured status; and
 - e. MPEA's indemnification clause(s) as to adequacy of definition of subject matter (e.g. suitability of form, and consistency of approach). Proposer will not analyze the topic in terms of case law, but if Proposer finds an indemnification form in use which appears to conflict with statutory requirement, Proposer will bring that to MPEA's attention.
 - d. Other contract clauses dealing with obligations of either or both parties with respect to waivers of subrogation, limitation of liability/other exculpatory clauses,

definition of the scope of the term "claim," and other matters that may come to MPEA's attention and support MPEA Legal team in review and negotiation of insurance provisions in future contractual agreements.

2. Together, Proposer and MPEA will determine the baseline set of standards against which contracts will be reviewed. These will be the guidelines Proposer will follow in reviewing MPEA's contracts on a going-forward basis.

The Services to be provided by Proposer are not of a legal nature, and Proposer shall in no event give, or be required to give, any legal opinion or provide any legal representation to MPEA.

Term

This Contract begins on the Effective Date and unless sooner terminated in accordance with the contract, ends five (5) years after the date of the Effective Date. At the conclusion of the five years, the Authority has the option to extend up to another 5 years. The Authority may extend the Contract in yearly or other increments, for a total contract period not to exceed 10 years.

The Authority has the right to terminate any Agreement upon 30 days written notice to the Contractor. The Contractor 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 to provide **Insurance Brokerage Services**, is due no later than **Wednesday August 28, 2019 before 12:00 noon**.

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 Wednesday July 31, 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 email, referencing RFP #2019-05-M **Insurance Brokerage Services** to 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 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 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. 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, 12:00 Noon Central Time, Wednesday August 7, 2019. Questions must be submitted in writing to 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 registered document holders will also be notified by email.

RFP submittals are due no later than **Wednesday August 28, 2019 before 12:00 noon**.

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 identical electronic version (PDF and/or Word if submitting a redline of the form of agreement) of its proposal via email to mpeaprourement@mpea.com, or via a secure file sharing platform such as Dropbox or similar, before the deadline. The email must reference the **RFP #2019-05-M Insurance Brokerage Services**. 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 and section headings 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 #2019-05-M Insurance Brokerage Services**".

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 noon Central Time, **Wednesday August 28, 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. 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 competence, qualifications, and past experience in providing the 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. The summary must discuss Proposer's strategy and methodology for successfully implementing and monitoring the Services, approach to project management; strategies, tools and safeguards for ensuring performance of all required Services; equipment, software and firmware considerations; training and on-going support; and any additional factors for the Authority's consideration.
2. Provide at least three (3) references, preferably at least one from a government entity, for which your firm has provided services similar in scope to those described in the RFP. Please include the client name, address, phone, 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. Furnish copies of all business and professional licenses and permits necessary and standard for the Service.
4. Provide evidence of membership in professional organizations.
5. Provide resumes for all staff expected to participate in this Service. The proposal should highlight their work on engagements similar in size and complexity. Provide title and reporting responsibility,

proposed role in this engagement, including the functions and tasks for which they will have prime responsibility. Also, please specifically provide an organization chart.

6. Provide evidence of ability to access insurance markets worldwide. Identify markets where Proposer would be required to use an intermediary/wholesale broker (owned by Proposer or otherwise).
7. Provide evidence of current business relationship with the various insurance carriers.
8. Identify the number of loss control hours to be provided. Provide samples of the type of reports which will be provided. If additional hours are necessary, what is the charge?
9. Provide the following information:
 - a) The number of claim reviews conducted per year
 - b) Samples of the report formats utilized for the summarization of claim reviews
 - c) Other services provided (individual claim/benchmarking/updates on new legislation, etc.)
10. Provide a comprehensive plan for implementing the Services as outlined in this RFP. The plan must address your approach and your policies and procedures for implementing projects for clients, quality control checks, and project management. Describe your program support and reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.
11. 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.

Fees

It is the Authority's intent to engage an insurance broker on a flat fee basis. Disclosure of the total costs of the insurance program is extremely important to the Authority. Our objective is to identify and have fully disclosed the total cost of servicing the insurance program through the establishment of an overall fixed fee arrangement. As a means of verification, the Authority may, at its sole discretion, request affidavits from participating insurers certifying that no commission, contingency or discounts of any type have been paid to either the Proposer, wholesale broker(s) or other intermediary(ies) unless agreed to by the Authority with agreement to be obtained, in writing, prior to any such payment.

There may be circumstances where insurance companies will not reduce the premium when eliminating commission or discounts. In these situations, the Authority may allow the Proposer to receive such commissions or discounts. However, the Proposer must fully disclose any and all such commissions or discounts received and reduce the flat fee by the corresponding dollar amount. As a means of verification, the Authority may, at its sole discretion, request affidavits from the insurer(s) and Proposer certifying the amount and type of commissions or discounts paid to Proposer.

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

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 |
| ○ Required Form D | Proposer Certifications |
| ○ Required Form E | Disclosure of Lobbyists |
| ○ Required Form F | Proposed Pricing and Fee Structure |

- Required Form G Notification of Exceptions
- Required Form H Insurance Requirement
- Required Form I MBE / WBE Business Profile

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

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. **Experience and Performance:** Whether the Proposer has previous experience of similar scope and complexity as described in the RFP, to demonstrate its ability and qualifications in successfully providing the specified Services to the MPEA.
2. **Quality of Staffing:** Whether the Proposer's personnel (including supervisory personnel and any sub consultants) has demonstrated experience on engagements similar in size and complexity and submitted a staffing plan listing the key qualified personnel that will be involved in the Project(s). Whether the Proposer has provided complete information for all such key personnel and attached their resume(s) to the response to include relative experience of a similar nature and their responsibility to the project(s).
3. **Quality, Comprehensiveness and Adequacy of the proposed implementation of the Authority's Objectives:** Whether the Proposer has demonstrated an understanding of the objectives of the Services and how these objectives may be best accomplished. Each Proposer will be evaluated on their overall strategy, methodology and approach to meeting the Authority's program objectives.
4. **Quality of Relationships with Insurance Markets:** Whether the Proposer has provided evidence of its ability to access insurance markets worldwide and its current business relationships with the various insurance carriers and professional organizations.
5. **Quality of References:** Whether the Proposer has provided appropriate references and, if not, whether the Proposer has included information as to why such references were not provided. The Authority may solicit from previous clients, including the MPEA, or any available sources, relevant information concerning Proposer's record of past performance.
6. **Financial Stability:** Whether the Proposer has provided sufficient evidence of the company's financial abilities to perform the work.
7. **The strength of the Proposer's M/WBE Utilization Plan, as detailed in Required Form I.**
8. **Proposed fees relative to information provided in Required Form F.**

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 proposals
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; notification to all proposers
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.

Proposers who have done business or are seeking to do business with MPEA should review the prohibitions on political contributions to candidates and elected officials, set forth in the City of Chicago Municipal Code on Governmental Ethics, Section 2-156-455.

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 PROFILE

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: **Insurance Brokerage Services**
RFP #2019-05-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 **Insurance Brokerage 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 to provide services as **Insurance Brokerage 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 Proposals have been submitted for consideration. Proposer warrants that all copies, paper and electronic are identical to the original in all respects.

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: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-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 authorized signatory to bind Proposer's agreement, if selected*:

Signatory's Name _____

Title _____

Address _____

Email Address _____

Phone Number _____

*Note- A contract will be sent for electronic signature via DocuSign or other similar method

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: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-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: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-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: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-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 Insurance Brokerage 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
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>

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: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-M

PROPOSER: _____

Proposer will be compensated on a flat fee basis for the brokerage services. Disclosure of the total costs of the insurance program is extremely important to the Authority. Our objective is to identify and have fully disclosed the total cost of servicing the insurance program through the establishment of an overall fixed fee arrangement. As a means of verification, the Authority may, at its sole discretion, request affidavits from participating insurers certifying that no commission, contingency or discounts of any type have been paid to either the Successful Contractor, wholesale broker(s) or other intermediary(ies) unless agreed to by the Authority with agreement to be obtained, in writing, prior to any such payment.

There may be circumstances where insurance companies will not reduce the premium when eliminating commission or discounts. In these situations, the Authority may allow the Contractor to receive such commissions or discounts. However, the Successful Contractor must fully disclose any and all such commissions or discounts received and reduce the flat fee by the corresponding dollar amount. As a means of verification, the Authority may, at its sole discretion, request affidavits from the insurer(s) and Successful Contractor certifying the amount and type of commissions or discounts paid to the Successful Contractor.

Provide the total annual fee for providing all Insurance Brokerage Services outlined in this RFP

\$_____ per year

Provide the total annual fee for Contract Advisory Services as outlined in this RFP

\$_____ per year

Provide pricing/detail for the following services not covered by this RFP:

- A. Specify how fees are accounted for on coverages where carriers have built-in commission.
- B. List fees for services not covered by the scope in this RFP (Example: loss control, claim services, marketing, intermediary broker, etc.).
- C. Does your fee include tail coverage on insurance placed during the term of your contract?

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-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 #2019-05-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 #2019-05-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: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-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 – MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PROFILE

NAME OF PROJECT: Insurance Brokerage Services

PROJECT NUMBER: 2019-05-M

PROPOSER: _____

Is Proposer a minority or woman owned business enterprise? YES NO

If Yes, complete 1 – 4 below:

1. Check the Status of Proposer:

Minority-Owned Business Enterprise (MBE)

Women-Owned Business Enterprise (WBE)

2. Gender:	Race/Ethnicity:	Type of Firm:
<input type="checkbox"/> Male	<input type="checkbox"/> Black/African American	<input type="checkbox"/> Partnership
<input type="checkbox"/> Female	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Asian American	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Native American	<input type="checkbox"/> Limited Liability Company (LLC)
	<input type="checkbox"/> White American	<input type="checkbox"/> Other _____

3. If Proposer is certified as a MBE or WBE, please attach a copy of all current certifications.

MPEA neither certifies nor decertifies a firm's MBE/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. MPEA presently accepts certifications from the City of Chicago, Chicago Minority Business Development Council, County of Cook, Women's Business Development Center, and the State of Illinois through its Central Management Services Division.

4. If Proposer's certification is pending, check this box

Identify Agency with which certification is pending: _____

Please attach a copy of the letter from the Agency verifying that certification is pending.

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	July 31, 2019
Questions due	August 7, 2019 by 12:00 Noon
Answers to questions issued	August 12, 2019
Proposal Due Date	Wednesday August 28, 2019 by 12:00 Noon
Interviews/Presentations if needed	TBD
Board Approval and notification of selection	October or November 2019

EXHIBIT 2 – FORM OF AGREEMENT

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