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Request for Proposals
#2019-20-M

**RETIREMENT PLAN
FINANCIAL
CONSULTING
SERVICES**

Metropolitan Pier and Exposition
Authority (MPEA)

November 21, 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."

"Investment Manager" means those individuals or entities retained by the Authority to advise the Authority on the investment options for the plans and to review the performance of those investment options for the Pension and Deferred Compensation fund assets.

"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.

"Plans" refer to the Retirement Plan and Trust for Employees of Metropolitan Pier and Exposition Authority (the "Pension Plan") and the Amended and Restated Deferred Compensation Plan and Trust (referred to herein as the "Deferred Compensation Plan" OR 457(b) Plan and the 401(a) Contribution Plan.

"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 Consultant" means the Proposer selected for award of an Agreement.

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

"WBE" means Women Owned Business Enterprise.

INTERPRETATIONS

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

SECTION II. – BACKGROUND INFORMATION AND OBJECTIVES

BACKGROUND INFORMATION

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

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

The Authority owns McCormick Place®, an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, which is managed and operated by ASM Global, 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.

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.

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").

GOALS AND OBJECTIVES

The MPEA is soliciting Proposals from Responsible firms to provide RETIREMENT PLAN FINANCIAL CONSULTING SERVICES. Responsibilities include providing financial consulting services for the Metropolitan Pier and Exposition Authority Employee Retirement Plan (a defined benefit plan), the Deferred Compensation Plan (a 457 Plan) and the 401(a) Defined Contribution Plan. The Consultant shall recommend, monitor, evaluate and review the results of the Authority's investment managers in these Plans.

Furthermore, the Consultant must consult with and report to the Plans' Trustees, the Authority's Finance Committee and Board, as to the progress of all matters in which they are engaged pursuant to the Agreement. Effective February 29, 2012, the MPEA amended the Pension Plan to freeze benefit accruals. All other provisions of the Pension Plan remain unchanged. Currently the pension trust fund has approximately \$85 million in assets, the Deferred Compensation plan has \$25 million and the 401(a) Plan has \$1.7 million, as detailed in Exhibit III.

Additionally, 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 selecting providers of professional services, the Authority considers all qualified MBEs and WBEs to fulfill its commitments under the Act. Accordingly, the Authority invites certified MBEs and WBEs to submit Proposals for consideration in response to this RFP. The Authority reserves the right to request MBE/WBE information from all Proposers at any time in order to determine the best method to reach its commitment as set forth in the MPEA Act.

SECTION III. – SCOPE OF SERVICES

Qualified Proposers must have a sound investment consulting strategy, must demonstrate a substantial and substantive track record of sound investment consulting practices, and have experience in the provision of investment consulting services to government and/or large corporate clients.

Description of Services

The Services shall include but are not limited to:

1. Review and analyze the Plan's existing investments and provide detailed descriptions of investment options including return history, investment objectives and risks versus returns;
2. Provide on-going detailed evaluations of investment options, including return history, investment objectives and risks versus returns;
3. Provide and present to the Trustees separate and consolidated quarterly and annual investment summaries, including transaction detail and asset summary;
4. Review and recommend the most prudent and productive asset allocations and conduct related investment activity consistent with investment objectives and recommend to the Trustees innovative policy changes maximizing the growth of the Plans and providing Deferred Compensation Plan participants the best range of investment options;
5. Review current investment manager's performance and strategies ensuring that they are in line with the existing investment policy and plan objectives;
6. Provide recommendations concerning the retention or termination of investment managers. In addition, the Consultant will report any troubled or under-performing investments to the Trustees immediately;
7. Promptly furnish the Authority with copies of all documents prepared in connection with the Services rendered and review the findings with the Trustees;
8. Develop methodologies and recommendations to ensure maximum participation of MBE/WBE financing firms in the consulting Services provided;
9. Prepare and report to the Authority, on a regular basis, all investment activity;
10. When requested, attend any regularly scheduled and/or special meetings of the Trustees, the Finance Committee or the Board to report on the current status of the Plans and all activities (approximately four to eight meetings per year).

The Consultant shall also perform such other services as may be customary and appropriate for the Consultant of such Plans within the scope and magnitude contemplated in this RFP.

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 sole option to extend for another two (2) 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.

GENERAL REQUIREMENTS

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

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

Independence/conflicts of interest - Firms must avoid representation of other clients which cause or will result in conflict of interests with the Authority; however, if any conflict of interest issue arises, the firm chosen to provide **Retirement Plan Financial Consulting Services** shall notify the Authority's and seek a waiver of the conflict of interest.

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 **Retirement Plan Financial Consulting Services**, is due no later than **Monday December 23, 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 Thursday November 21, 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 #2019-20-M **Retirement Plan Financial Consulting Services** to mpeaprocurement@mpea.com to register Proposer's company as a document holder.

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

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

The Authority will accept questions, in writing via e-mail, until **12:00 Noon Central Time, Wednesday December 4, 2019**. Questions must be submitted in writing to mpeaprocurement@mpea.com. A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website and registered document holders will also be notified by email.

RFP submittals are due no later than **Monday December 23, 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 mpeaprocurement@mpea.com, or via a secure file sharing platform such as Dropbox or similar, before the deadline. The email must reference the **RFP #2019-20-M Retirement Plan Financial Consulting 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 #2019-20-M Retirement Plan Financial Consulting 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, **Monday December 23, 2019 before 12:00 noon** 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.

1. A clear and concise statement of the Proposer's area(s) of expertise, and the pertinence of that expertise;
2. An overview and history of the Proposer's company, including the number of years engaged in investment consulting, the return on investments during such time period, and an organizational chart.
3. Please provide information that demonstrates your company's experience in providing pension and deferred compensation financial consulting services to organizations similar in size and complexity to the Authority including other tax-exempt institutions and other institutions affiliated with the State of Illinois. Provide a list of your firm's private and public clients that are similar in size and complexity to the Authority including assets managed for those clients. Please identify the public pension funds included on the list;
4. A summary of the experience of the Proposer's principals and key management personnel in the operation and management of a pension and deferred compensation financial consulting services;
5. Resumes for all of Proposer's staff expected to participate in this project, highlighting their work on engagements similar in size and complexity. In addition to the Authority's account, on how many other accounts will the Proposer be the primary or back-up consultant? Please include a project team organizational chart;
6. Copies of all business and professional licenses and permits necessary and standard for the Services;
7. Evidence of membership in professional organizations;

8. Please describe the Proposer’s strategy to complete the scope of work, including its development of alternatives and recommendations;
9. Describe the Proposer’s approach in developing investment policies and objectives for a diversified public pension fund. Comment on the process for analyzing a client’s portfolio structure and for recommending modifications. Describe the manner in which the Proposer assists Boards in monitoring investment policy, strategy and asset mix.
10. Describe your team’s strategy for preparing recommendation materials for Board meetings.
11. Describe Proposer’s experience and capabilities in conducting searches for investment advisors and other investment services. Describe the Proposer’s methodology and sources of data for analyzing, evaluating and selecting a manager. Discuss benchmarks and comparisons with other managers. How is risk factored into this analysis? How does Proposer verify investment manager information such as performance history and their compliance with AIMR performance reporting standards?

In addition to the information requested above, Proposers must provide responses to the following:

1. Explain any potential for “conflict” the Proposer would have in servicing the Authority. “Conflict” may include brokerage relationships, money management activities, fee relationships with money managers, other consultants, Authority’s Board members or staff, soft dollars, etc. What procedures are in place which would mitigate or eliminate potential conflicts of interest?
2. Explain any fee or other relationships with money managers.
3. In addition to the investment consulting fees paid to the Proposer by clients who retain the Proposer as their investment consultant, what other sources of revenue does the Proposer and/or the Proposer’s affiliates receive that relate (directly or indirectly) to the provision of investment consulting services?
4. What other business, services or products does the Proposer, its parent or affiliates engage in?
5. Does the Proposer or any of its affiliates manage money or provide trust services for clients?
6. Is the Proposer or an affiliate a broker/dealer? If yes, does this broker/dealer execute trades for portfolios for which the Proposer provides consulting services? Does the Proposer accept any commissions through these arrangements?
7. To how many institutional clients does the Proposer currently provide a full range of investment consulting services?

	Total Plan Assets	Number of Retirement Plan Investment Consulting Relationships
\$10 - \$50 million		
\$50 - \$100 million		
Over \$100 million		

8. Indicate the total amount of assets and the number of clients represented by those assets that the Proposer has provided pension financial consulting services for by the end of each calendar year from 2014 to 2018.

	12/31/14	12/31/15	12/31/16	12/31/17	12/31/18
# of clients					
Assets (\$)					

9. Indicate the approximate market value of Proposer’s full-service clients’ investments in various asset classes as of 12/31/18.

Domestic equities	
Domestic fixed income	
Non-U.S. equities	
Global bonds (not included above)	
Commercial mortgages	
Cash (not included above)	
Real estate (not included above)	
Alternative investments (not included above)	
Other (not included above)	

10. Provide a list of those clients that have terminated Proposer’s services within the last five years and the reasons for such termination.
11. What fees or other consideration does the Proposer receive from managers who wish to be maintained on your database?
12. How many manager searches has the Proposer completed in the last 12 months? Include a sample of a manager search report.
13. Does Proposer charge investment managers any direct or indirect fees when they are selected on behalf of Proposer’s clients?
14. What asset categories are tracked in Proposer’s performance measurement system? How many managers/advisors are tracked in Proposer’s performance database? How many separate accounts are tracked? How many years of useable performance data is on the system? Specify the source of data and if simulated returns are included.
15. Include a sample of Proposer’s performance and other standard reports. How soon are quarterly reports available after the end of each quarter? Do reports include an executive summary?

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

The Authority intends to award an agreement to the most qualified Proposer that, in the Authority's sole opinion, will best be able to provide the Services required. In evaluating the Proposals, the Authority will consider the information requested as part of the RFP Submission Requirements and Required Forms reflected in the Evaluation Criteria below:

1. **Qualifications and Experience:** Proposer's previous experience providing services of similar scope and magnitude to those required by the Authority as described in this RFP for a period sufficient to establish the quality and reliability of the services provided. The Authority will specifically evaluate:
 - a) The Proposer's demonstrated success in consulting regarding the management of like-size investment portfolios
 - b) The Proposer's past history and performance on similar engagements
 - c) The quality of the Proposer's professional personnel to be assigned to the engagement and the quality of the Proposer's management support personnel to be available for technical consultation
 - d) The quality of the Proposer's standard methodology for and approach to engagements of this type
2. **Financial Ability and Information:** The Proposer's financial viability and financial ability to perform the Services and the Proposer's financial strength.
3. **Reasonableness of the Proposer's fee proposal.**

The Authority is not required to select the lowest-bidder, but may select the Proposal that demonstrates the "best value" overall and meets the objectives of this RFP. The Authority reserves the right to negotiate lower fees or a fee structure that differs from that proposed with any firm selected.

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: **Retirement Plan Financial Consulting Services
RFP #2019-20-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 **Retirement Plan Financial Consulting 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 **Retirement Plan Financial Consulting 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: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-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: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-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: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-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 Retirement Plan Financial Consulting 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 – PROPOSED PRICING AND FEE SCHEDULE

NAME OF PROJECT: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-M

PROPOSER: _____

Required Form F must be submitted in a **separate, sealed envelope within the Proposal envelope and as a separate PDF file.**

Proposer must furnish all of the following information regarding its structure of fees for the duration of the Contract.

1) Provide the total annual fee for providing all Services outlined in this RFP

\$_____ per year

2) Do you accept "soft-dollar payments", or any other form of payments? If yes, please explain in detail.

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-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 #2019-20-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 #2019-20-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: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-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**

\$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: Retirement Plan Financial Consulting Services

PROJECT NUMBER: 2019-20-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:

Male

Female

Black/African American

Hispanic American

Asian American

Native American

White American

Partnership

Sole Proprietorship

Corporation

Limited Liability Company (LLC)

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	Thursday November 21, 2019
Questions due	Wednesday December 4, 2019 by 12:00 noon
Answers to questions issued	Friday December 6, 2019
Proposal Due Date	Monday December 23, 2019 by 12:00 noon
Interviews/Presentations if needed	Week of January 13th and January 20th
Board Approval and notification of selection	February 2020

EXHIBIT 2 – FORM OF AGREEMENT

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

EXHIBIT 3 – MPEA RETIREMENT PLAN ASSETS

Pension Plan Assets (as of September 30, 2019)

Fund Name	Asset Class	Value
Total Fund Composite		\$ 85,183,409.00
Fixed Income Composite		\$ 33,247,122.00
Segall Bryant & Hamill	Core Fixed Income	\$ 16,512,542.00
Loomis Sayles	Core Plus Fixed Income	\$ 16,734,580.00
Total Equity Composite		\$ 50,844,049.00
U.S. Equity Composite		\$ 40,725,610.00
Dodge & Cox Stock Fund	Large Cap Value	\$ 10,687,818.00
Northern Trust S&P 500	Large Cap Index	\$ 10,838,006.00
Rhumbline S&P 500	Large Cap Index	\$ 10,856,525.00
Northern Trust S&P 400	Mid Cap Index	\$ 4,237,813.00
DFA U.S. Targeted Value	Small Cap Value	\$ 4,105,447.00
Non-US Equity Composite		\$ 10,118,439.00
Ariel International DM	Non-U.S. Large Cap Core	\$ 5,063,251.00
TS&W International Large Cap	Non-U.S. Large Cap Core	\$ 5,055,188.00
Cash Composite		\$ 1,092,238.00
Goldman Sachs Money Market	Money Market	\$ 1,092,238.00

Deferred Compensation Plan and Defined Contribution Plan Assets

Note: Although not required, the 457 Plan and the 401(a) Plan currently have the same fund line-up.

401(a) Plan Balance Report generated On: 2019-10-07			
Plan Balances by Asset Class			
ASSET ALLOCATION	Total in Asset Class:	\$792,785.88	46.28%
Fund Name		Amount	Percent
Vanguard Trgt Retrmnt 2020 Inv		\$0.00	0.00%
Vanguard Trgt Retrmnt 2025 Inv		\$0.00	0.00%
Vanguard Trgt Retrmnt 2030 Inv		\$5,055.76	0.30%
Vanguard Trgt Retrmnt 2035 Inv		\$16,929.49	0.99%
Vanguard Trgt Retrmnt 2040 Inv		\$26,639.46	1.56%
Vanguard Trgt Retrmnt 2045 Inv		\$18,660.58	1.09%
Vanguard Trgt Retrmnt 2050 Inv		\$0.00	0.00%
Vanguard Trgt Retrmnt 2055 Inv		\$0.00	0.00%
Vanguard Trgt Retrmnt 2060 Inv		\$0.00	0.00%
Vanguard Trgt Retrmnt 2065 Inv		\$0.00	0.00%

Vanguard Trgt Retrmnt Inc Inv		\$0.00	0.00%
Vanguard Wellington Admiral		\$725,500.59	42.36%
BONDS			
	Total in Asset Class:	\$129,608.43	7.57%
Fund Name		Amount	Percent
Loomis Sayles Core Plus Bond Y		\$20,100.50	1.17%
Vanguard IntTerm Treas Idx Adm		\$109,507.93	6.39%
CASH EQUIVALENT			
	Total in Asset Class:	\$359,146.63	20.97%
Fund Name		Amount	Percent
AXA FIXED ACCOUNT		\$359,146.63	20.97%
HIGH YIELD BONDS			
	Total in Asset Class:	\$1,693.67	0.10%
Fund Name		Amount	Percent
T. Rowe Price High Yield		\$1,693.67	0.10%
INTERNATIONAL/GLOBAL STOCKS			
	Total in Asset Class:	\$133,006.58	7.77%
Fund Name		Amount	Percent
American Funds Europac Gr R4		\$80,361.19	4.69%
Ariel Intl Institutional		\$52,645.39	3.07%
LARGE CAP BLEND STOCKS			
	Total in Asset Class:	\$114,681.42	6.70%
Fund Name		Amount	Percent
Vanguard 500 Index Admiral		\$114,681.42	6.70%
LARGE CAP GROWTH STOCKS			
	Total in Asset Class:	\$36,246.12	2.12%
Fund Name		Amount	Percent
Harbor Capital Apprciatn Instl		\$36,246.12	2.12%
LARGE CAP VALUE STOCKS			
	Total in Asset Class:	\$14,481.39	0.85%
Fund Name		Amount	Percent
T. Rowe Price Equity Income		\$14,481.39	0.85%
MID CAP STOCKS			
	Total in Asset Class:	\$38,680.24	2.26%
Fund Name		Amount	Percent

Ariel Appreciation Investor		\$38,680.24	2.26%
SMALL CAP STOCKS			
Total in Asset Class:		\$92,523.38	5.40%
Fund Name		Amount	Percent
T. Rowe Price SmallCap Stock		\$1,786.58	0.10%
Vanguard Small Cap Index Adm		\$90,736.80	5.30%
Total Plan Assets:		\$1,712,853.74	100.00%
Plan Balances by Source (All Investments)			
Source Name		Amount	Percent
Employee Salary Deferrals Pre Tax		\$0.00	0.00%
Employer Discretionary Contributions		\$1,712,853.74	100.00%
Total Plan Assets:		\$1,712,853.74	100.00%

457(b) Plan Balance Report generated On: 2019-10-07				
Plan Balances by Asset Class				
ASSET ALLOCATION		Total in Asset Class:	\$553,738.27	2.29%
Fund Name		Amount	Percent	
Vanguard Trgt Retrmnt 2020 Inv		\$0.00	0.00%	
Vanguard Trgt Retrmnt 2025 Inv		\$0.00	0.00%	
Vanguard Trgt Retrmnt 2030 Inv		\$4,198.52	0.02%	
Vanguard Trgt Retrmnt 2035 Inv		\$552.27	0.00%	
Vanguard Trgt Retrmnt 2040 Inv		\$45,404.29	0.19%	
Vanguard Trgt Retrmnt 2045 Inv		\$12,067.95	0.05%	
Vanguard Trgt Retrmnt 2050 Inv		\$0.00	0.00%	
Vanguard Trgt Retrmnt 2055 Inv		\$0.00	0.00%	
Vanguard Trgt Retrmnt 2060 Inv		\$0.00	0.00%	
Vanguard Trgt Retrmnt 2065 Inv		\$1,233.80	0.01%	
Vanguard Trgt Retrmnt Inc Inv		\$0.00	0.00%	
Vanguard Wellington Admiral		\$490,281.44	2.03%	
BONDS		Total in Asset Class:	\$1,599,112.84	6.62%
Fund Name		Amount	Percent	
Loomis Sayles Core Plus Bond Y		\$1,345,260.56	5.57%	

Vanguard IntTerm Treas Idx Adm		\$253,852.28	1.05%
CASH EQUIVALENT			
	Total in Asset Class:	\$6,081,714.89	25.18%
Fund Name		Amount	Percent
AXA FIXED ACCOUNT		\$6,081,714.89	25.18%
HIGH YIELD BONDS			
	Total in Asset Class:	\$470,117.59	1.95%
Fund Name		Amount	Percent
T. Rowe Price High Yield		\$470,117.59	1.95%
INTERNATIONAL/GLOBAL STOCKS			
	Total in Asset Class:	\$2,736,797.43	11.33%
Fund Name		Amount	Percent
American Funds Europac Gr R4		\$979,181.58	4.05%
Ariel Intl Institutional		\$1,757,615.85	7.28%
LARGE CAP BLEND STOCKS			
	Total in Asset Class:	\$4,358,253.73	18.04%
Fund Name		Amount	Percent
Vanguard 500 Index Admiral		\$4,358,253.73	18.04%
LARGE CAP GROWTH STOCKS			
	Total in Asset Class:	\$2,546,663.09	10.54%
Fund Name		Amount	Percent
Harbor Capital Apprciatn Instl		\$2,546,663.09	10.54%
LARGE CAP VALUE STOCKS			
	Total in Asset Class:	\$1,820,449.40	7.54%
Fund Name		Amount	Percent
T. Rowe Price Equity Income		\$1,820,449.40	7.54%
MID CAP STOCKS			
	Total in Asset Class:	\$1,028,499.24	4.26%
Fund Name		Amount	Percent
Ariel Appreciation Investor		\$1,028,499.24	4.26%
SMALL CAP STOCKS			
	Total in Asset Class:	\$2,962,148.26	12.26%
Fund Name		Amount	Percent
T. Rowe Price SmallCap Stock		\$1,238,062.27	5.12%
Vanguard Small Cap Index Adm		\$1,724,085.99	7.14%

Total Plan Assets:	\$24,157,494.74	100.00%
Plan Balances by Source (All Investments)		
Source Name	Amount	Percent
EDC Rollover	\$186,646.41	0.77%
Employee Salary Deferrals Post Tax	\$11,438.79	0.05%
Employee Salary Deferrals Pre Tax	\$23,049,320.24	95.41%
Employer	\$620.14	0.00%
IRA Rollover Contributions	\$0.00	0.00%
Rollover Contributions	\$909,469.16	3.76%
Total Plan Assets:	\$24,157,494.74	100.00%