METROPOLITAN PIER AND EXPOSITION AUTHORITY
AGREEMENT FOR AUDITING SERVICES
2013-13-M

This agreement for Auditing Services ("Agreement") is entered into by and between the METROPOLITAN PIER AND EXPOSITION AUTHORITY ("Authority"), a municipal corporation located at 301 East Cermak Road, Chicago, Illinois 60616 and Deloitte & Touche LLP, a Delaware limited liability partnership, ("Auditor") located at 111 S. Wacker Drive, Chicago, Illinois 60606. It takes effect as of JUNE 27, 2014 ("Effective Date").

BACKGROUND

The Authority is a political subdivision, unit of local government, body politic and municipal corporation existing under the laws of the State of Illinois. The Authority owns McCormick Place®, North America’s premier convention facility. The operations of McCormick Place are managed by various third-party entities that are separately contracted with the Authority. The Authority issued a Request for Proposals ("RFP") pursuant to which it is seeking an auditor to prepare financial audits on the Authority itself, its third-party management contractors and the Authority’s retirement plan (the "Services"). Auditor submitted a response to the RFP ("Proposal") and represents that it is ready and able to perform the Services specified in this Agreement. The parties therefore agree as follows:

TERMS

1. **Term:** This Agreement shall commence on the Effective Date, and unless sooner terminated in accordance with this Agreement, will conclude five (5) years from the Effective Date. At the conclusion of the term, the Authority shall have the sole option to renew the Agreement for another two (2) years. Unless otherwise provided herein, Auditor’s Services shall be performed in accordance with the requirements of the Authority.

2. **Agreement Documents:** The Agreement shall be deemed to include this document, Auditor’s Proposal, to the extent it is consistent with the terms of the RFP, and the following exhibits and attachments, all of which are incorporated into and made a part of this Agreement (the "Agreement Documents"). In the event of a conflict between this document and any exhibit, the provisions of this Agreement shall control and the remainder in the following order:

   a. Exhibit A-1 - Engagement Letter
   b. Exhibit A-2 - Scope of Services
   c. Exhibit B - Pricing Form and Payment Schedule
   d. Exhibit C - Staffing Plan and Organizational Chart
   e. Exhibit D - Insurance Requirements
   f. Exhibit E - Special Conditions Regarding Minority and Women-Owned Businesses
   g. Exhibit F - RFP #2013-13-M, including Auditor’s Proposal

3. **Scope of Service:** Auditor must demonstrate a degree of skill, care, planning and diligence to perform all the Services, which are more specifically set forth in the Engagement Letter and Scope of Services attached hereto as Exhibits A-1 and A-2.

4. **Assigned Personnel:** Upon execution of this Agreement and subsequent thereto as changes in personnel are made, Auditor shall identify the person on Auditor’s staff who will serve as day-to-day liaison for the Services. Auditor shall assign and maintain a staff of dedicated and competent personnel that is fully equipped and qualified to perform the Services required by this Agreement in accordance with Exhibit C.

5. **Subcontractors:** Auditor agrees to inform the Authority of its intent to use a particular subcontractor prior to entering into any subcontracting agreements. The Authority reserves the right to reject any additionally proposed or replacement MBE/WBE subcontract prior to its execution when, in the Authority’s reasonable discretion. Auditor shall cause all subcontractors to be bound to the same terms
and conditions as those in this Agreement. Auditor may award fixed amount lump sum Agreements to its subcontractors that are not affiliates solely upon prior written approval by the Authority. All billing by Auditor to the Authority for Services performed by a subcontractor shall be at actual cost, with no markup by Auditor. Auditor shall endeavor to coordinate activities and use third party services to the extent such subcontractors are necessary.

6. **Standard of Performance:** Auditor shall perform all Services as set forth in this Agreement with that degree of skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude in the Chicago land area, in conformance with the applicable professional standards. Auditor shall at all times use its commercially reasonable efforts to help assure timely rendering and completion of its Services. Auditor agrees that Auditor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with all City of Chicago, State of Illinois, and federal laws applicable to the Services; and (iv) strictly conform to the terms of the RFP and this Agreement. Auditor remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such Services are rendered by the Auditor or others on its behalf. No review, approval, nor payment for any and all of the Services by the Authority shall relieve the Auditor from the responsibilities referenced herein.

7. **Time is of the Essence:** Auditor shall proceed to perform the Services under the terms of this Agreement promptly and diligently, in accordance with the Agreement. Unless otherwise provided herein or as otherwise specified at time of order, Services shall be performed in conformance with these terms.

8. **Coordination:** To the extent reasonably necessary to perform the Services, Auditor shall coordinate its Services under each Engagement Letter with the work of the Authority’s contractors, consultants, tenants, and customers, if any, so to help mitigate any unreasonable delays or interference with the completion of any part or all of the Authority’s projects.

9. **No Damages for Delay:** Auditor is not entitled to and must make no charges for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services specified in this Agreement unless a project is suspended or abandoned in part or in whole for more than three (3) months. In the event of a project’s suspension or abandonment, Auditor shall be paid the reasonable expenses incurred by the Auditor resulting from such suspension or abandonment without waiver of any other rights the Auditor may have.

10. **Auditor as Independent Contractor:** Auditor as well as Auditor’s agents, employees and assigned personnel provided under this Agreement are independent contractors. Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Authority and Auditor, or as constituting Auditor or any officer, owner, employee or agent of Auditor as an agent, representative or employee of the Authority for any purpose or in any manner whatsoever. Auditor shall be responsible for any and all bodily injury or property damage that Auditor may suffer in the course of or in connection with the performance of the Services under this Agreement to the extent set forth in Section 15. Auditor agrees not to make any claims against the Authority or any of its board members, officers, employees, agents or assigns for any injury or loss that Auditor may suffer. As an independent contractor, Auditor is solely responsible for determining the means and methods for performing the Services.

11. **Audit, Inspection and Retention of Records:** Auditor shall maintain billing and payment records showing the actual time expended in performance of the Services for which Auditor seeks compensation, and receipts evidencing the actual costs for all reimbursable expenses for which Auditor requests compensation. To the extent required by applicable law or regulation, upon reasonable advance notice, the Auditor shall permit federal or state agencies having jurisdiction over the Authority to inspect, copy and audit the working papers of the Auditor for the performance of the audits described in the Services. Such records shall be made available at the office of the Auditor during the term of the Agreement, and shall be retained for a period of no less than five (5) years subsequent to the expiration of the Agreement.
12. **Compensation:**

a. Auditor shall receive compensation in the amount and schedule as set forth in Exhibit B. All invoicing and requests for payment shall be in such form and with such documentation as required by the Authority. Under no circumstances shall the Compensation exceed the agreed upon pricing set forth in Exhibit B without a prior written amendment to this Agreement as provided herein.

b. The Auditor shall submit invoices for payment to the Authority upon delivery of the Services, indicating the Services provided and all authorized reimbursable expenses, if any, incurred during the preceding month and the charges therefore as any approved Additional Services (as defined in Section 13) conducted during the preceding billing period.

1) Payment will be made on the basis of approved invoices and such supporting documentation as the Authority may require.

2) If the Authority objects to all or any portion of any invoice, it shall promptly notify Auditor of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment authorization is due, then the Authority shall pay only that portion of the invoice that is not in dispute.

3) Neither the initial payment nor any later progress payment constitutes acceptance of the Services or any deliverables provided under this Agreement.

4) No additional or altered terms and conditions shall be included with the invoice except as are permitted and consistent with the terms of the Agreement Documents.

c. Auditor shall be solely responsible to ensure that subcontractors are timely paid all amounts due them in connection with the performance of this Agreement. After the first partial payment under this Agreement, the Authority may withhold later partial payments until Auditor submits evidence satisfactory to the Authority that all amounts Auditor owes in connection with performance of this Agreement have been paid. Further, the Authority is entitled, after giving notice to Auditor, to pay all persons who have not been paid the monies due to them in connection with this Agreement, whether or not a claim or lien has been filed, unless Auditor, within ten (10) calendar days after notice is given either (i) demonstrates to the Authority's reasonable satisfaction that these sums are not due or (ii) provides the Authority adequate security.

13. **Additional Services:** No change increasing or decreasing the quantity or price of any item or service to be furnished pursuant to this Agreement, or change from the terms set forth in the RFP documents for any such item or service shall be made unless previously authorized by the Authority as required by law, and no claim for extra compensation will be considered unless such prior authorization has been obtained. When the Auditor believes that Services in excess of those set forth in Exhibits A-1 and A-2 are required or requested by the Authority ("Additional Services"), the Auditor shall, prior to performing such Additional Services, so notify the Authority and provide a written statement of the Additional Services that the Auditor believes will be required or have been requested and the proposed changes to Exhibit A-1, Exhibit A-2 and Exhibit B. The Auditor shall not commence performing any services constituting Additional Services until it has received prior written approval from the Authority authorizing the Auditor to proceed with such Additional Services. The Auditor acknowledges that Additional Services involving costs may require the prior approval of the members of the board of the Authority. Upon approval of Additional Services by the Authority, the Authority and the Auditor shall execute an amendment to Exhibit A-1, Exhibit A-2 and Exhibit B, or such other portions of this Agreement as may be necessary evidencing the agreement of the parties regarding such Additional Services.

14. **Insurance Requirements:** Before beginning to perform any Services, Auditor shall procure and maintain at all times during the term of this Agreement and at Auditor’s expense, the insurance coverage set forth in the Insurance Requirements as set forth in Exhibit D to this Agreement, which is incorporated herein by reference, and shall provide the Authority with original certificates evidencing the required coverage. Auditor's insurance policies shall include the following as additional insured on all certificates of insurance: "The Metropolitan Pier and Exposition Authority, facilities, agents, officers, board..."
members and employees." Auditor's duty to indemnify the Authority is independent from, and not limited in any manner by, Auditor's insurance coverage obtained pursuant to this Section or otherwise.

15. Indemnification:

a. **Duty.** Auditor shall at its sole expense defend and hold the Authority, its board members, officers, and employees (collectively, the "Indemnified Parties") harmless against all injuries, death, losses, darrages, claims (including intellectual property claims) suits, liabilities, judgments, and expenses (including reasonable attorney fees and court costs) for death, bodily injury or damage to tangible property (individually or collectively, "Loss"), which may in any way accrue against any Indemnified Party in consequence of this Agreement or its performance, or which may in any way result from them, whether or not it is alleged or determined, but solely in each case to the extent that the Loss was caused through the negligence or omission of Auditor, its employees or agents or that of Auditor's subcontractors or their respective employees engaged by Auditor to assist it in performing the Services, regardless of the perceived merits. If any judgment is rendered against any Indemnified Party in an action for which the Auditor was given prompt advance notice and control of the defense and which fell within the scope of the indemnity described in the immediately preceding sentence, Auditor shall, at its sole expense, satisfy and discharge it. To the extent permissible by law, Auditor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Auditor's obligations under this Section 15, including any claim by any employee of Auditor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other law or judicial decision such as Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991).

b. **Limitation.** Auditor's duty to indemnify does not apply to a Loss that arises solely out of the acts or omissions, including intentional misconduct, on the part of the Indemnified Party seeking indemnification.

c. **No Limitation on Account of Insurance.** The insurance Auditor is required by this Agreement to carry, or does carry, or the insurance carried by any Indemnified Party, in no way limits or relieves Auditor of its duty to defend and indemnify the Indemnified Parties under this Agreement.

16. Equal Employment Opportunity/Non Discrimination and Minority and Women-Owned Business Enterprise Goals:

a. **Equal Employment Opportunity/Non-Discrimination.** Throughout the term of this Agreement, Auditor, in performing the Services under this Agreement, shall not discriminate against any worker, employee or applicant, nor any member of the public on the basis of race, color, religion, age, sex or national origin, ancestry, marital status, physical or mental handicap unrelated to the person's ability to perform the duties of a particular job or position, or unfavorable discharge from military service, nor otherwise commit an unfair labor practice, with respect to, but not limited to, the following actions: recruitment, hiring, training, employment, transfer, upgrading, promotion, compensation, working conditions, layoffs and termination. Auditor shall post in conspicuous places, available to employees and applicants for employment or apprenticeship programs, notices setting forth the provisions of this non-discrimination clause. Auditor shall take affirmative action to assure equality of employment opportunity and to eliminate the effects of past discrimination, shall comply with the procedures and requirements of and cooperate with the Illinois Department of Human Rights. Attention is particularly drawn to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; to the Illinois Veterans Preference Act, 330 ILCS 55/0.01 et seq.; to the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq.; (1988) and the Civil Rights Act of 1991; The Age Discrimination in Employment Act, 42 U.S.C. Sec. 6101 et seq. (1988); the Rehabilitation Act of 1973, 29 U.S.C. Secs. 793-94 (1988); the Americans with Disabilities Act, as all amended from time to time, and to applicable federal, state and local rules and regulations. Auditor shall further incorporate this clause in all Agreements with subcontractors and with all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

b. **Special Conditions.** The Authority has adopted and maintains a minority and women-owned business enterprise procurement program for any and all work undertaken on behalf of the
Authority. The Authority’s overall goals for MBE and WBE participation in the performance of all goods and services are 25% and 5% respectively. Auditor acknowledges and agrees that it shall comply with the Special Conditions Regarding Minority and Women-Owned Business Enterprises set forth in Exhibit E.

c. **Compliance.** As part of its review and approval of the Auditor’s monthly payment requests, the Authority will monitor the Auditor’s performance to reasonably satisfy itself that the Auditor will meet its commitment and use its good faith efforts to achieve the maximum MBE/WBE allocation. In order for the Authority to ensure that the Auditor complies with its MBE/WBE commitment, the Auditor shall submit certified monthly statements with its invoices that include information on the level and scope of MBE and WBE participation in monetary terms as well as a description of the services provided by each MBE and WBE.

d. **Remedies for Noncompliance.** In the event the Auditor fails to fulfill its obligations under this Section 16, the Authority shall have available to it appropriate remedies at law or in equity, together with the ability to disqualify the Auditor from all future work that may from time to time be undertaken by the Authority as well as all unfinished Services on the projects. The Auditor shall cause such subcontractors to be timely paid all undisputed amounts due them in connection with the performance of the Services. The Authority shall have the right to withhold amounts due to the Auditor for any of the Services until the Auditor submits evidence reasonably satisfactory to the Authority that amounts that Auditor owes to such subcontractors in connection with the performance of the Services has been paid and the Auditor reasonably demonstrates to the Authority that the Auditor has exercised good faith efforts to comply with the goals set forth in this Section 16.

17. **Authority’s Proprietary Rights:**

a. **Names and Logos.** The Authority owns all right, title and interest in: (a) the trademarks/service marks NAVY PIER®, NAVY PIER and Design and GO A LITTLE OVERBOARD™; MCCORMICK PLACE®, MCCORMICK PLACE and Design (b) certain likenesses of Navy Pier® and McCormick Place®; and (c) certain other logos, trademarks, trade names and service marks (collectively the “MPEA Marks”). Auditor may not use the MPEA Marks for any purpose without the Authority’s express written consent, nor may Auditor permit anyone else to do so.

b. **Sponsorship Program.** In addition, the Authority has entered into Agreements to grant exclusive sales or advertising rights to certain products, brands or services on Authority property. Accordingly, to the extent permitted by law, Auditor must not advertise, promote, or display any competing products, brands, or services at Navy Pier or McCormick Place, including through displays or signs in or on any equipment, visible through or on any windows facing onto any part of Navy Pier or McCormick Place, or in advertisements, promotional material, or displays referring to Navy Pier or McCormick Place, or utilizing (if the Authority has not given its express written consent to it) the Authority’s logos or service marks. Auditor must not interfere with the Authority’s sponsors’ events.

18. **Auditor Representations:** Auditor warrants that it is fully qualified to perform this Agreement in its area of expertise, and represents that (a) by its own independent investigation and information provided by the Authority, it has ascertained (i) the nature of the Services required, (ii) the conditions involved in performing the Services, and (iii) its obligations under this Agreement.

19. **Termination:**

a. **Termination for Convenience:** The Authority has the right to terminate this Agreement, in whole or in part, for any reason, including the convenience of the Authority, by providing Auditor with written notice specifying the date of termination. On the date specified in the notice, this Agreement will terminate. The Authority will pay Auditor the amount earned or reimbursable to it (if any) up to the termination date.
b. Termination for Cause:

1) This Agreement may be terminated if an event of default occurs. The following constitute events of default by Auditor:

   (A) Refusal or failure to provide sufficient properly skilled workers, adequate supervision, or adequate materials and equipment of the proper quality;

   (B) Failing in any material respect to prosecute the Services according to the Authority’s schedule;

   (C) Causing, by any action or omission, the stoppage or delay of or interference with the Services or work of any employee, consultant, contractor, or subcontractor;

   (D) Failure to comply with any provision of this Agreement or the Specifications described in the RFP, including, but not limited to matters pertaining to insurance, indemnification, and MBE/WBE use;

   (E) Becoming insolvent, making a general assignment for the benefit of its creditors, or having a receiver appointed;

   (F) Inability to perform the Services under the Agreement as a result of insolvency, bankruptcy, or having a receiver appointed;

   (G) Failure to timely provide Services in accordance with RFP or Agreement terms with respect to the nature, quantity, or timeliness of delivery;

   (H) Conviction in a criminal court or a finding of liability in civil court relating to the goods or services that Auditor provides to the Authority or involving fraud or misconduct adversely affecting any governmental entity;

   (I) Any other acts or omissions specifically identified in this Agreement as an event of default.

2) The Authority, in its sole discretion, shall determine whether a default is material and whether it can be cured. In the event the Authority determines that an event of default can be cured, it shall provide Auditor with notice setting forth the event of default and cure requirements, including the time period permitted for cure. Auditor shall cure any event of default as provided in the notice.

3) If Auditor fails to cure a default as provided in the notice, the Authority may, at its sole option, declare Auditor in default. The Authority will give Auditor written notice of the default and the Authority’s termination of this Agreement. The Authority’s decision is final and takes effect when notice is given or such time as set forth in the termination notice. Auditor shall discontinue any Services.

4) In the event of default, the Authority may invoke any or all of the following remedies. These remedies are not intended to be exclusive of any other remedies available. Rather, every remedy is cumulative and in addition to any other remedies, existing now or later at law, in equity or under the Agreement.

   (A) The right to take over and complete the Services either directly or through others. Authority reserves, in that event, the right to offset from the cost the amount the Authority would have paid Auditor under the terms and conditions of this Agreement had Auditor completed the Services.

   (B) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the Authority.
(C) The right to money damages.

(D) The right to deem Auditor non-responsive in future agreements to be awarded by the Authority.

(E) The right to take assignment of any or all of Auditor's subcontracts with MBE/WBE subcontractors and complete the Services, by itself or through others, by whatever method the Authority considers expedient.

(F) The right of set-off against any sums owing Auditor.

(G) Such other remedies as permitted by law.

5) No delay or omission to exercise any right or power occurring upon any event of default impairs the right or power nor is it a waiver of or acquiescence in any event of default. Every right and power may be exercised from time to time and as often as the Authority considers expedient.

6) If a court of competent jurisdiction determines that the Authority wrongfully terminated Auditor, then the termination shall be treated as a termination for convenience.

20. **Cooperation:** The parties shall cooperate in good faith to implement the terms of this Agreement. At such time as this Agreement is terminated or expires, the parties shall undertake in good faith efforts to assure an orderly transition to another provider of the Services, if any, consistent with applicable professional standards. Auditor shall make an orderly demobilization of its own operations, provide uninterrupted Services until the effective date of termination or expiration, and otherwise comply with the reasonable requests and requirements of the Authority in connection with the termination or expiration, in each case, consistent with applicable professional standards.

21. **Ownership of Documents:** All documents, data, studies, reports, plans, drawings and designs as instruments of service provided to Auditor by the Authority for the performance of Services hereunder are owned by the Authority and will remain property of the Authority. During the performance of the Services, the Auditor will be responsible for any loss or damage to the Deliverables while they are in its possession and any such loss or damage to the Deliverables will be restored at the expense of the Auditor.

22. Intentionally Omitted.

23. **Confidentiality of Information and Documents:**

   a. All reports, data or information in any form encountered by or provided to Auditor under this Agreement are confidential, and Auditor shall not disclose these (or make them available) to any other individual or organization without the prior written approval of the Authority, except as specifically authorized in the Engagement Letter, this Agreement or as may be required by law. Auditor shall implement whatever measures are necessary to ensure that its staff and its subcontractors are bound by these confidentiality provisions.

   b. Auditor shall not issue publicity news releases or grant press interviews, or, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Authority.

   c. If Auditor is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any records, data or documents that are in Auditor's possession by reason of this Agreement, Auditor, to the extent permitted by law, shall immediately give notice to the Authority with the understanding that the Authority will have the opportunity to contest the process by any means available to it before the records or documents are submitted to a court or other third party. Auditor, however, is not obligated to withhold delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
24. **Meetings:** In performing the Services, the Auditor agrees to attend and actively participate in all required meetings with representatives of the Authority as well as the Authority's agents and contractors.

25. **Conflict of Interest:** Auditor warrants that no member of the Authority's board members nor any officer, employee or agent of the Authority has or will acquire any interest, direct or indirect, in this Agreement or in the Services to which this Agreement pertains. Auditor promises that no person having any such interest will be employed in performing this Agreement. Auditor warrants that it shall comply with the conflict of interest rules promulgated by the American Institute of Certified Public Accountants.

26. **Changes:** No changes to this Agreement are effective unless in a written amendment signed by the authorized representatives of the parties.

27. **Assignment and Subcontracting:** Auditor shall not assign the Agreement, or any portion thereof, or any payment due under the Agreement, without the written consent of the Authority. In no case shall such consent relieve the Auditor from the obligations herein entered into or change the terms of this Agreement and each and every one of the covenants, promises, and agreements of the Auditor shall extend to and be binding upon the successors and assigns of the Auditor.

28. **Compliance with Laws:**
   a. Auditor shall at its own expense comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Agreement and the performance of the Services hereunder whether by reason of general law or the specific Services required. Auditor shall pay all contributions, premiums, or taxes of whatever nature (including any interest or penalties) that are required of it under any federal, state or local laws arising out of the performance of this Agreement.

   b. Auditor shall comply with applicable license or permit requirements. Auditor shall obtain and pay for all permits, licenses, and fees which may be necessary for its prosecution and completion of its duties and obligations under the Agreement, including royalties for playing, using, or performing right-protected Services. Auditor and all its MBE/WBE subcontractors shall be duly licensed to operate in the State of Illinois and the City of Chicago. Auditor is liable to the Authority for all losses, expenses, including attorney's fees, attributable to any acts of commission or omission by Auditor, its employees and agents, and subcontractors resulting in Auditor's failure to comply with any federal, state or local laws, codes, ordinances or regulations applicable to the performance of the Services ("Laws") including, but not limited to, any fines, penalties, or corrective measures, other than (i) any Laws relating to the standards of the performance of the Services, or (ii) any such failure that is caused by, or arises out of, an act of the Authority.

29. **Applicable Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any controversy or claim between the parties arising out of or relating to this Agreement, the Agreement Documents, or the Services shall be resolved in Chicago, Illinois.

30. **Accuracy and Update of Information:** In connection with the RFP and this Agreement, Auditor has furnished various certifications, affidavits and other information and reports. Auditor represents that any such material and information furnished in connection with the RFP or this Agreement is truthful and complete to the actual personal knowledge of the signing individual. Auditor shall promptly update such material and information to be complete and accurate as needed due to events or changes occurring after the date of this Agreement to the extent required by law.

31. **Notices:** Any notice required to be given under this Agreement shall be in writing and shall be given by facsimile, by personal delivery, by United States registered or certified mail, return receipt requested, or by a courier service, with all delivery and postage charges prepaid. A notice is considered to have been given on the day actually received (facsimile, personal delivery, or courier) or refused (personal delivery, courier, or mail), or if unclaimed, on the third day following the day on that it was sent by courier or deposited with the United States Post Office.
32. **Severability and Waiver:**

a. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with law.

b. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

33. **Interpretation:** Headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing 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 thereto entered into in accordance with the terms of this Agreement. 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 person or entity in accordance with the terms of this Agreement.

34. **Entire Agreement:** This Agreement as defined in Section 2 represents the entire agreement between the parties with respect to the matters covered in it. No other agreements, representations, warranties or statements, whether oral or written, are binding on either party. This Agreement may be amended or modified only by a written instrument executed by the parties.

35. **Consents and Approvals:** The parties represent and warrant to each other that each have obtained all requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated hereby.

36. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

37. **Exhibits:** All of the Exhibits referenced in Section 2 are attached hereto and incorporated as part of this Agreement and shall have the same meaning as if they were incorporated fully within the text of this Agreement.

38. **Limitation on Liability:** Auditor, its subcontractors, and their respective personnel shall not be liable to the Authority for any claims, liabilities, or expenses relating to this Agreement or any Engagement Letter for an aggregate amount in excess of two times the fees paid by the Authority to Auditor under the
applicable Engagement Letter. In no event shall Auditor, its subcontractors, or their respective personnel be liable for any loss of goodwill, revenues, or profits, or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement or any Engagement Letter. In no event shall the Authority be liable for any punitive or exemplary damages relating to this Agreement or any Engagement Letter.

All obligations, representations and warranties of the Auditor contained herein will be deemed made in all material respects.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

METROPOLITAN PIER AND EXPOSITION AUTHORITY

By: James Reilly, Chief Executive Officer
Date: 6/27/14

DELOITTE & TOUCHE LLP

By: Allen B. Truesdell
Date: 6/26/14

Reviewed as to form and legality:

MPEA COUNSEL
EXHIBIT A-1

ENGAGEMENT LETTER
December 12, 2013

Metropolitan Pier and Exposition Authority
Attn: Nancy S. Quoss, Director of Procurement
301 East Cermak Road
Chicago, IL 60616

RE: RFP #2013-13-M

Dear Ms. Quoss:

Thank you for presenting us with this opportunity to submit our audit proposal. In the coming weeks, the Metropolitan Pier and Exposition Authority ("MPEA" or the "Authority") will make an important decision in your selection of an external audit provider for the next five or more years. Choosing a new professional services provider is a significant investment in your future, and can be a difficult decision.

Experience is the greatest benefit for delivering value, and we believe that Deloitte is uniquely positioned to deliver that value to the Authority through our carefully selected team and the specific experience they draw upon. What Deloitte offers MPEA is simple—a highly qualified team that will once again be committed to serving you and providing the Authority added value for a fair fee.

The benefits of being served by people who understand your organization and who have previously served the Authority can not be understated. Matt Wangard, Advisory Partner, Reem Samra, Engagement Quality Review Partner, and I, are eager for the opportunity to once again serve MPEA. Along with Kathleen Candela, Audit Director, our core leadership team will help reduce transition time and cost, minimizing the typical disruption a transition would have on your business. Our experience serving MPEA provides unmatched benefits to the Authority.

Many of the core team members we are proposing have worked together on public sector engagements in Chicago, such as the City of Chicago and the Public Building Commission. Senior manager, Moises Sanchez leads our efforts for the City of Chicago audit and would be the day-to-day audit manager for the MPEA audits. Likewise, we are also very happy to once again team with Prado & Renteria, Velma Butler, and Odell Hicks—all of whom have served MPEA in prior external audits. Our resources and qualifications from the real estate and tourism, hospitality, and leisure industries make available a deep bench of professionals to the Authority helping us deliver even greater value. Deloitte also serves the State of Illinois as a preferred services provider. All of this translates into a deeper, more meaningful professional relationship with Deloitte. In other words, we understand your industry and future vision, and have the strategic resources that will once again add value to the overall Deloitte relationship.

Reflecting our desire to work with you again, we plan to deliver effective, efficient, and high-quality services at a fair fee. We recognize that professional fees are likely the reason for your switch in external auditors approximately five years ago, and we have reconsidered our approach for the Authority, our price point, and desire to once again serve MPEA in our proposed fee. In addition, we will waive any costs related to the auditor transition, which we anticipate will be a smooth process based on our prior knowledge of your organization and management team. Our fee also includes annual accounting and financial reporting training for your accounting staff at no charge.

The MPEA deserves to be served by an organization that appreciates the importance of this decision. You have our personal commitment that we will work hard to provide the MPEA with service of an exceptional quality and value. If either I can answer any additional questions, or provide any further information you may require, please do not hesitate to call me directly at (312) 486-1772.

Sincerely,

[Signature]
Allen Truedsell
Lead Client Service Partner – Deloitte & Touche LLP

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1. As used in this document, "Deloitte" means Deloitte & Touche LLP, which provides audit and tax services; Deloitte Consulting LLP, which provides consulting services; Deloitte Financial Advisory Services LLP, which provides valuation services; Deloitte & Touche LLP, Deloitte Consulting LLP, and Deloitte Financial Advisory Services LLP are separate and distinct subsidiaries within Deloitte LLP. Deloitte & Touche LLP will be responsible for the services, and the other subsidiaries may act as subcontractors. The accounting firm N. Chiapp and Waterman SC will also act as subcontractors. Please see www.deloitte.com/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.
EXHIBIT A-2

SCOPE OF SERVICES
SECTION II. -- OBJECTIVE AND SCOPE OF SERVICES

OBJECTIVE

The purpose of this RFP is to retain a qualified certified public accounting firm to plan and perform an audit in accordance with generally accepted accounting principles (GAAP), generally accepted auditing standards (GAAS), and generally accepted governmental auditing standards (GAGAS) for the following required audits:

1. An annual financial audit of the Authority.

2. An annual financial audit of the Authority’s management contractors:
   a) SMG/McCormick Place
   b) SMG Food and Beverage LLC d/b/a SAVOR
   c) Hyatt Regency McCormick Place
   d) Marriott Marquis/Chicago (after opening late 2016)

3. An annual audit of the Retirement Plan for Employees of the Metropolitan Pier and Exposition Authority (the Plan). The Plan covers approximately 700 participants, 215 of whom currently receive benefits. The Plan is no longer accruing new benefits; current MPEA employees participate in the 401a/457 Plans. MPEA presently employs approximately 25 persons who are active participants in the Plan.

The annual audits for fiscal year 2012 (July 1, 2011 through June 30, 2012) are provided in this RFP as Exhibits 3 – 7 (available to download as separate files at www.mpea.com under the link “Doing Business/Current Opportunities”). Audits for fiscal year 2013 are anticipated to be finalized and available in mid-December 2013.

Resulting from this RFP, the Agreement with the Selected Auditor will be for a five (5) year term, unless sooner terminated in accordance with the Agreement. At the conclusion of the five years, the Authority has the sole option to renew the contract for another two (2) years.

It is anticipated that towards the end of the third year of the Agreement in late 2016, the 1200-room Marriott Marquis and the 10,000 seat MPC Event Center will open. The Successful Proposer will be expected to expand its auditing services to include the annual financial audit of the management contractors for these facilities.

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

SCOPE OF SERVICES

All Services required must be performed with that degree of skill, care, planning and diligence normally shown by a professional performing work of comparable scope, purpose and magnitude. The Selected Proposer must be an Independent Contractor and not an employee or agent of the Metropolitan Pier and, for audit services, meet the independence and all other requirements of the auditing standards issued by the U.S. General Accounting Office and A.I.C.P.A.
All audits must be completed with the highest degree of organization, efficiency and professionalism. It is expected that each audit is planned carefully to minimize the cost of the audit.

The Services of the Selected Auditor will include the performance of the following audits:

I. **Annual Financial Audit of the Authority**

The Annual Financial Audit shall review the entire operations of the Authority. The Authority requires an annual financial audit including an Independent Auditor’s Report expressing an opinion on the Authority’s financial statements. In addition, the financial audit shall include a review of the Authority’s compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct effect on the determination of financial statement amounts, as well as a review of internal controls over financial reporting.

Plan and perform an annual financial audit of the Authority with the following objectives:

- To express an opinion on the fairness of the presentation of the Authority’s basic financial statements and the accompanying supplementary information, and to disclaim an opinion on the required supplementary information for the fiscal years ended June 30, 2014-2018 in conformity with accounting principles generally accepted in the United States of America, in all material respects.

- To report on the Authority’s internal control over financial reporting and on its compliance with certain provision of laws, regulation, contracts, and grant agreements and other matters for the fiscal years ended June 30, 2014-2018, based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in generally accepted government auditing standards.

The audit will include the following:

- Obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing and extent of further audit procedures

- Consideration of internal control over financial reporting as a basis for determining audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting

- Examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements

- Inquiring directly of the Audit Committee regarding its views about the risk of fraud and whether the Audit Committee has knowledge of any fraud or suspected fraud affecting the Authority

- Assessing the accounting principles used and significant estimates made by Management

- Evaluating the overall financial statement presentation

- Perform testing of the Authority’s compliance with certain provisions of laws, regulations, and the provisions of contract or grant agreements. However, it will not be an objective to provide an opinion on overall compliance with those provisions.

Generally accepted accounting principles provide for certain required supplementary information (RSI), such as a management’s discussion and analysis, to accompany the Authority’s basic financial statements. As part of the engagement, apply certain limited procedures to the

AUDITING SERVICES RFP #2013-13-M
The Metropolitan Pier and Exposition Authority (MPEA)
Page 5
Authority’s RSI. Those limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation.

In addition, the Selected Auditor will be expected to attend at least two Audit Committee Meetings and one MPEA Board Meeting each year.

II. Annual Financial Audit of the Authority’s Management Contractors

Plan and perform an annual financial audit of the Authority’s Management Contractors (McCormick Place/SMG, SMG Food and Beverage LLC d/b/a SAVOR, Hyatt Regency McCormick Place, and Marriott Marquis/Chicago, subsequent to its opening). The audits must be performed in conformity with generally accepted auditing standards in the United States of America, with an objective to express an opinion on the fairness of the presentation of the special-purpose financial statements for the years ended June 30, 2014-2018, in conformity with the basis of accounting pursuant to the provisions of the Management Agreement, between the Management Contractors and the Authority, in all material respects.

The audit includes the following:

- Obtaining an understanding of the Authority, the Management Contractors, and their environments, including internal control, sufficient to assess risks of material misstatement of the special purpose financial statements and to design the nature, timing, and extent of further audit procedures
- Consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Management Contractor’s internal control over financial reporting
- Examining on a test basis, evidence supporting the amounts and disclosures in the special-purpose financial statements
- Inquiring directly of the Audit Committee regarding its views about the risk of fraud and whether the Audit Committee has knowledge of any fraud or suspected fraud affecting the Management Contractors
- Assessing the accounting principles used and significant estimates made by management
- Evaluating the overall financial statement presentation

III. MPEA Retirement Plan Audit

To plan and perform an audit in accordance with auditing standards generally accepted in the United States of America ("generally accepted auditing standards") and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States ("generally accepted government auditing standards"). The objectives of the audit conducted in accordance with the aforementioned standards are:

- To express an opinion on the fairness of the presentation of the MPEA Retirement Plan Basic Financial Statements for the fiscal years ended June 30, 2014-19 in conformity with accounting principles generally accepted in the United States of America
- To apply certain limited procedures, to supplementary financial information required by the Government Accounting Standards Board. The limited procedures consist principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information

AUDITING SERVICES RFP #2013-13-M
The Metropolitan Pier and Exposition Authority (MPEA)
Page 6
EXHIBIT B

PRICING FORM AND PAYMENT SCHEDULE
Appendix I – Revised Price Proposal, Required Form F

As highlighted in our original written proposal response, we plan to deliver effective, efficient, and high-quality services at a fair fee. We recognize that professional fees were likely a significant reason for your switch in external auditors approximately five years ago. As we discussed with you in our oral presentation, given our desire to once again serve the Authority we have refined our audit approach for the Authority allowing us to adjust our price to reflect a more competitive fee. Our overall value proposition also includes our commitment to absorb any costs related to auditor transition, and to provide annual accounting and financial reporting training to your accounting staff at no additional charge.

Subsequent to our oral presentation to the Evaluation Committee, we have reconsidered certain elements of our initial audit plan, and as a result have been able to “sharpen our pencils” in order to arrive at a revised price proposal for this BAFO response.

Our revised price proposal reflects an additional $84,000 savings to the Authority over the five year term of the contract, or $16,800 per year on average. Our revised fee proposal in year one of the contract was reduced by $16,000 to bring total fees in year one to $199,000 (in comparison to $215,000 originally).

It is important to note that we are comfortable with our overall revised price proposal; however, through further discussion with management it may be possible to consider further changes to how this revised price proposal is allocated amongst the individual components in the required Form F below.
REQUIRED FORM F – PROPOSED PRICING AND FEE SCHEDULE

NAME OF PROJECT: **AUDITING SERVICES**
PROJECT NUMBER: **2013-13-M**

PROPOSER: Deloitte & Touche LLP

Proposer shall be paid for the Services performed as follows: Proposer will be paid the Hourly Rates, as set forth in Section A below, for the specific type of service provided up to the amount of the Maximum Fee for each of the specified audits, as set forth in Section B below.

A. The Proposer must provide hourly rates by title and function and the estimated percentage of FTE hours for all personnel assigned to the Authority’s account in the format shown below:

<table>
<thead>
<tr>
<th>Title / Function *</th>
<th>Hourly Rate</th>
<th>Estimated Percentage of FTE Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner/Director</td>
<td>$190</td>
<td>8 %</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>$170</td>
<td>10 %</td>
</tr>
<tr>
<td>Manager</td>
<td>$160</td>
<td>7 %</td>
</tr>
<tr>
<td>Senior</td>
<td>$130</td>
<td>25 %</td>
</tr>
<tr>
<td>Staff</td>
<td>$115</td>
<td>50 %</td>
</tr>
</tbody>
</table>

* e.g., Partner, Managing Partner, Senior Manager, Manager, Associate, etc.

B. The Proposer must provide below a Maximum Fee for each of the identified audits for each year of the term of the engagement.

<table>
<thead>
<tr>
<th>Audit</th>
<th>FY 2014</th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Financial Audit of the MPEA</td>
<td>$101,000</td>
<td>$104,000</td>
<td>$107,000</td>
<td>$110,000</td>
<td>$113,000</td>
</tr>
<tr>
<td>Annual Audit of the Retirement Plan for Employees of the MPEA</td>
<td>$20,000</td>
<td>$20,500</td>
<td>$21,000</td>
<td>$21,500</td>
<td>$22,000</td>
</tr>
<tr>
<td>Annual Financial Audit of McCormick Place/SMG</td>
<td>$26,000</td>
<td>$26,500</td>
<td>$27,000</td>
<td>$27,500</td>
<td>$28,000</td>
</tr>
<tr>
<td>Annual Financial Audit of SMG Food and Beverage LLC</td>
<td>$26,000</td>
<td>$26,500</td>
<td>$27,000</td>
<td>$27,500</td>
<td>$28,000</td>
</tr>
<tr>
<td>Annual Financial Audit of Hyatt Regency McCormick Place</td>
<td>$26,000</td>
<td>$26,500</td>
<td>$27,000</td>
<td>$27,500</td>
<td>$28,000</td>
</tr>
<tr>
<td>Annual Financial Audit of Marriott Marquis/Chicago</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$27,500</td>
<td>$28,000</td>
</tr>
</tbody>
</table>

C. The hourly rates include all direct payroll costs, overhead, burden, fringes, office supplies/equipment required by an audit or financial services firm in the normal course of business. The Authority shall reimburse reasonable out of pocket expenses, incurred on behalf of and by direction and approval of the Authority. The Successful Proposer shall bill for such out of pocket expenses in detail and without mark-up. Out-of-pocket expenses shall be limited to reasonable expenses incurred for the following: duplication services; long-distance telephone calls; overnight messenger delivery services; and other reasonable clerical and administrative expenses.
EXHIBIT C

STAFFING PLAN AND
ORGANIZATIONAL CHART
A commitment to our clients

“I have worked with the Deloitte team for a number of years. In my experience, they are extremely responsive, high quality and professional in their dealings with our employees, management and the Board. They understand our business and make a great effort to stay up to date on our strategies and are proactive in helping us avoid problems or issues. We believe that they provide a high quality audit, good customer service and solid technical advice.”

Erin Lavin Cabonargi
Executive Director, Public Building Commission
of Chicago
An experienced team who knows you

Our people make the difference

Perhaps no other single factor has a greater bearing on quality than the people who serve you. Our team members have current experience working together on several large, strategically important engagements here in Chicago — engagements of similar scope and complexity as MPEA, including the MPEA! This is a team dedicated to serving the public sector, augmented by national industry and technical specialists and advisors who are leaders in their fields. Allen Truesdell and Kathleen Candela will actively lead the engagement from the Chicago office. They will manage and deploy resources across our organization and secure the implementation of uniform performance standards, and will also act as your primary contacts with respect to overall service delivery to the Authority.

Matthew Wangard
Advisory Partner

Allen Truesdell
Lead Client Service Partner

Kathleen Candela
Lead Engagement Director

Moises Sanchez
Lead Senior Manager

Sarah Anne Hughes
Manager

Reem Samra
Engagement Quality Control Review Director

WBE/MBE Staff

Prado & Renteria
Velma Butler & Company, Ltd.
Odell Hicks & Company, LLC

Enterprise Risk Services

Sheryl Grant
Controls Assurance Principal
Ida Chen
Controls Assurance Manager

1 Deloitte & Touche LLP 2 Joint Audit Team Firm Member
* Team member has previously served the MPEA
Team resumes

**Allen Truesdell**  
Lead Client Service Partner  
Deloitte & Touche LLP  
Chicago

**Role**
Allen will be responsible for the overall relationship with the Authority. He will be responsible for allocation of the appropriate firm resources to execute the audit plan in an effective and efficient manner. Allen is also responsible for conducting our annual service quality assessment, MBE/WBE teaming, overall issues resolution and technical matters, and governance communications.

**Experience**
Allen has nearly 20 years of public accounting and auditing experience serving clients primarily in the governmental, not-for-profit, higher education, real estate, and professional services industries. He leads regionally strategic audit engagements, has provided consultation services to numerous government and not-for-profit organizations, and has overall public sector audit portfolio responsibilities for the Chicago and Illinois markets. Allen leads many of the firm's public sector quality, training and service delivery initiatives for Deloitte's Central region. Allen is well versed in the provisions of the GASB, GAO, and OMB Circular A-133 standards and regularly provides both financial and compliance auditing procedures in addition to his leadership responsibilities.

Allen also spent six months serving public sector and not-for-profit clients in Deloitte UK's London office where he focused on operational consulting and providing efficiency recommendations to Local Authority Officers.

**Clients served**
- Archdiocese of Chicago and related organizations
- Art Institute of Chicago
- Catholic Charities of Chicago and related organizations
- Chicago Public Schools
- City of Chicago and related organizations
- Chicago Park District
- City Colleges of Chicago
- Cook County (IL)
- DV Urban Realty Partners I LP
- Loyola University of Chicago
- Metropolitan Pier & Exposition Authority
- Rotary International & Rotary Foundation

**Kathleen Candela**  
Lead Audit Director  
Deloitte & Touche LLP  
Chicago

**Role**
Kathleen will direct our services to the Authority. Kathleen works with Allen to deliver a two leader approach to offer multiple points of contact for the MPEA management regarding technical accounting, auditing, and reporting. She will be available to the Authority management to discuss current events and industry issues on a regular and real-time basis.

**Experience**
Kathleen has more than 17 years of public accounting and auditing experience serving clients within the governmental and not-for-profit industries. She has provided single audit services to several public sector clients, and is familiar with the specialized provisions of OMB Circulars A-87, A-102, and A-133 and compliance auditing standards.

In addition to providing financial and compliance audit services to her client base, Kathleen's responsibilities include engagement planning and monitoring, client/staff training and development, and counseling.

Kathleen serves as the Chicago Office Inclusion Leader.

**Clients served**
- Archdiocese of Chicago
- City Colleges of Chicago
- City of Chicago including Water, Sewer, and O'Hare Funds
- Public Building Commission of Chicago
- Chicago Public Schools
- City Colleges of Chicago
- Cook County (IL)
- American Medical Association
Matthew Wangard
Advisory Partner
Deloitte & Touche LLP
Chicago

Role
As Advisory Partner for the engagement, Matt will be responsible for delivering the highest level of support locally and firm-wide. He will also provide leadership insight on industry-related matters. His involvement on the MPEA team adds a valuable dimension of senior leadership oversight and attention from the highest levels of our organization.

Experience
Currently, Matt is the managing partner for the Chicago audit practice. In this capacity, he is responsible for all aspects of financial, operational, human resource, people development, and retention matters for one of Deloitte's largest audit practices. Through this role, Matt has developed a strong internal network throughout the organization and has immediate access to, and frequent interaction with, Deloitte's most senior leaders. Matt previously served MPEA as your primary audit contact when he was a senior manager with the firm.

Clients served
- Cincinnati Financial Corporation
- CNA Financial Corporation
- CNA Surety Corporation
- Fidelity Life Association
- Horace Mann Educators Corporation
- Kemper Corporation
- Mesrobo Financial
- Metropolitan Pier & Exposition Authority
- Safeway Insurance Group
- Trustmark Insurance Companies

Reem Samra
Engagement Quality Control Review Director
Deloitte & Touche LLP
Dallas

Role
Reem will perform an independent quality and technical review of every issued report, and discuss technical accounting issues and significant audit judgments with Allen and Kathleen. She will work with Allen and Kathleen and the client service team to resolve most issues directly with the Authority and expedite national office discussion if warranted.

Experience
Reem is a director with more than 25 years of diversified audit and accounting experience serving governmental entities and not-for-profit clients. She serves as deputy professional practice director within our organization and has previously served the MPEA as the quality assurance reviewer for the financial audits.

She has participated in various audits of local governmental clients, and she is a firm-designated compliance audit specialist. Previously, Reem was the assistant to the chairman of the AICPA's Governmental Accounting and Auditing Committee. She authored Accounting and Auditing Developments for Public Sector, Higher Education and Not-for-Profit Organizations, 1997 and 1998 editions. Reem served on the GASB "Codification of Pre-1989 FASB Standards" specialist committee. She is a frequent speaker at governmental conferences. Reem is a subject matter specialist on the GASB reporting model and headed Deloitte Services LP in providing assistance to governmental entities to implement the reporting model.

Clients served
- City of Austin
- County of Dallas
- Cook County (IL)
- Dallas Area Rapid Transit
- Dallas/Fort Worth International Airport
- Metropolitan Pier & Exposition Authority
Moises Sanchez
Audit Senior Manager
Deloitte & Touche LLP
Chicago

Role
Moises will work closely with Allen and Kathleen to provide day-to-day leadership in support of the audit engagement and coordinate, supervise, and review the work performed by both the core audit team and our specialists. He will be available to the Authority for real-time communication and to discuss new or emerging accounting issues with financial management.

Experience
Moises has more than ten years of public accounting and auditing experience primarily serving not-for-profit and government clients. He has significant experience in managing large multi-location audits. Moises serves as the lead senior manager for several of our largest not-for-profit and government clients in the region. He also is part of our national internal inspection team and conducts inspections of public sector audits throughout the country.

He is also a national training facilitator for Deloitte’s public sector industry and leads national webcasts on the most recent accounting and financial reporting topics within the government, higher education and not-for-profit industries. He also serves as a facilitator in our national benefit plan audit group.

Moises was also appointed to co-lead the Chicago office Community Involvement Leadership Team whose goals are to effectively and collaboratively serve our community through many acts of service and other contributions.

He was also appointed to the Illinois CPA Society Executive Government Committee whose objectives are to encourage excellence in the performance of professional services related to accounting for and auditing of federal, state, and local governmental units and agencies.

Clients served
- City of Chicago
- Archdiocese of Chicago
- American Medical Association
- Cook County (IL)

Sarah Anne Hughes
Audit Manager
Deloitte & Touche LLP
Chicago

Role
Audit manager working closely with Moises Sanchez.

Experience
Sarah has over seven years of audit experience serving clients primarily in the higher-education, governmental, investment management, and manufacturing industries. Her clients have spanned the range of size and have been both public and private, including not-for-profit entities. Sarah’s specialization is within the higher education, not-for-profit and governmental industries, where her primary clients include Loyola University Chicago, The City of Chicago, and The Archdiocese of Chicago. Sarah has experience leading financial statement audits, audits under governmental auditing standards, agreed upon procedures and grant audits, and A-133 audits. She is well versed in the provisions of FASB, GASB, and OMB Circular A-133 standards.

Sarah is part of the core public sector management team in Chicago, networking with audit professionals and specialists within the higher-education and not-for-profit industries from across the country to share industry insights, best practices and to provide industry training to our staff. Within her capacity on the management team, Sarah has developed A-133 tools to address the expanding needs of grant specific audit concerns; and developed tools to facilitate the higher education audit risk assessment process.

Clients served
- Loyola University
- City of Chicago
- Archdiocese of Chicago
- Archdiocese of St. Louis
- Rush University Medical Center
- Rehabilitation Institute of Chicago
- Morgan Stanley Private Bank
- Blackstone
Role
Odell will work with your core team to provide day-to-day support of the Authority engagement.

Experience
More than 35 years of not for profit, public and governmental accounting, auditing and consulting experience. Expertise in not for profit, primary, secondary, and higher education, healthcare, employee benefit plans, and governmental grants and funding. Knowledge and vast experience providing Single Audit services for private and governmental sector clients. Formerly an auditor at the Internal Revenue Service and a partner at Arthur Andersen. Odell has previously served the MPEA.

Former Treasurer and Chairman of the Audit Finance Committee, Ancona Montessori School. Responsible for financial management, strategic planning and direction, budget need assessments, fiscal reporting, and development of budget and funding, and financing for building capital. Knowledge of and substantial experience providing Single Audit services for public sector clients.

Role
Velma will work with your core team to provide day-to-day support of the Authority engagement.

Experience
Since 1991, Velma has been the managing partner for Velma Butler & Company, Ltd., a small certified public accounting and consulting firm that addresses the auditing, training, accounting, financial management, and computer needs of the public and private sector. From October 1988 to February 1991, Velma was the chief financial officer and deputy executive director for the Chicago Housing Authority. Velma was directly responsible for the Accounting, Budgeting, Management Information System, Purchasing Contract Compliance, Administrative Services, and Policies and Procedures departments.

Velma has previously served the MPEA.

Velma also spent 15 years with the United States General Accounting Office (GAO) from May 1973 to October 1988. She began as audit trainee and rose to audit manager. As an Audit Manager, Velma was responsible for reporting to Congress on many complex issues such as; national ozone conditions, stock market crash, Office of Inspector General’s compliance with generally accepted government standards, small business failures, and HUD’s operation of its multifamily, single family, and public housing programs, among others.
**Role**

Maria will work with your core team to provide day-to-day leadership and oversight of the Authority engagement.

**Experience**

Maria has more than 20 years of audit and accounting experience with specialized expertise within our practice areas. With extensive knowledge of financial reporting requirements and effective internal control structures, she brings on-hands experience providing her practice area clients with consulting services that improve financial accountability processes.

Maria previously signed the Retirement Plans for MPEA, and as all our MBE members, has served the MPEA before.

Maria is a certified public accountant licensed to practice in the state of Illinois and obtained her bachelor of science degree in accounting from the University of Illinois at Chicago. She is a member of the American Institute of Certified Public Accountants and the Illinois CPA Society.

**Role**

Hilda will work with your core team to provide day-to-day leadership and oversight of the Authority engagement.

**Experience**

With more than 20 years of audit and accounting experience, Hilda provides clients with specialized expertise within our practice areas. Skilled in risk assessment, internal control evaluations and attestation services, she brings extensive expertise in auditing, financial statement presentation in accordance with GAAP and GAGAS guidelines; and providing management consulting services.

Hilda has previously served the MPEA.

Hilda is a certified public accountant licensed to practice in the states of Illinois, California and Minnesota. She also earned her degree from the University of Illinois at Chicago and is a member of the American Institute of Certified Public Accountants and the Illinois CPA Society.
**Sheryl Grant**  
Controls Assurance Principal  
Deloitte & Touche LLP  
Chicago

**Role**
Sheryl leads our team of technology risk specialists. She will be an integral part of the auditing process from beginning to end. We will align IT, controls, and financial audit approaches to specific risks and material financial accounts, assessing the design effectiveness of internal controls and make recommendations in areas that possess opportunities for improvement.

**Experience**
Sheryl has more than 24 years of systems development, project management, IT audit, and technology risk management experience. She serves as the IT Audit Partner on numerous consumer and industrial products attest clients; many with large complex ERP environments; allowing her to understand first-hand how to address financial reporting related risks in ERP environments and preventative address common requirements of management and auditors. She has experience applying a business risk focused approach to both IT and business processes utilizing the COSO and COBIT frameworks.

Sheryl is our AERS Advisory leader for the Central region and has worked with large global clients on developing strategies for incorporating sustainable security and controls into SAP, designing security and controls which meet compliance requirements, and developing approaches to evaluating the ongoing effectiveness of those controls in a productive state.

**Clients served**
- City of Chicago
- City Colleges of Chicago
- Archdiocese of Chicago
- American Medical Association
- Loyola University of Chicago
- Kraft Foods
- Rockwell Collins

**Ida Chen**  
Controls Assurance Manager  
Deloitte & Touche LLP  
Chicago

**Role**
Ida will work with Sheryl to oversee IT controls testing for the Authority.

**Experience**
Ida is an AERS Advisory Manager with responsibility for delivering information technology governance, security and risk-related services. She has worked with clients primarily in the public sector, financial services, consumer & industrial products, and manufacturing industries. She has seven years of experience in the field of information systems, with specialized experience in information technology risk assessment, Sarbanes-Oxley audits, and SSAE16 examinations.

Ida has extensive experience in managing and executing IT General Controls (ITGC) testing across wide variety of ERPs and infrastructures (e.g., Oracle, PeopleSoft, JD Edwards, Lawson, Windows, Mainframe, UNIX, AS400, and DB2) covering areas of Access Security, System Change Control, Data Center and Network Operations, and Segregation of Duties.

**Clients served**
- Archdiocese of Chicago
- Art Institute of Chicago
- American Medical Association
- City of Chicago
- Loyola University of Chicago

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**MBE/WBE Audit Associates** will participate directly in the audit as team members working on all areas and aspects of the audit.

**Other specialists** will advise our auditors as needed. We can draw upon benefit consultants, fraud specialists, construction advisory services members, municipal financing specialists, and others, as required.
Commitment to continuity

The partners, managers, and supervising seniors who will be responsible for the MPEA engagement are identified earlier and detailed resumes are provided within the “Team to serve” section. We believe that it is of mutual interest and benefit to us and to the MPEA to maintain staff continuity. As such, we carefully plan the staffing of each engagement in order to facilitate year-round consistency. Continuity means you know your team — and they know you — so there is no need to retrain or reorient new members of the team on your business operations, culture, or project needs.

This commitment to continuity also allows us to focus on substantive issues rather than start-up concerns, further fostering strong working relationships among our joint team. We proactively plan for succession, considering those team members who may be promoted or leave our organization. We will work closely with you to help safeguard the overall integrity of the team structure and to plan for turnover, however infrequent it may be.

Company references/client profile

The strong endorsement of our clients is a source of special pride to Deloitte. We have included the following references to help you evaluate our team and believe that you will learn that Deloitte does stand out in the way we serve our clients. We encourage you to contact the individuals below to learn more about the quality and timeliness of our services, our commitment to communication, and the caliber of our team members.

<table>
<thead>
<tr>
<th>City of Chicago</th>
<th>Archdiocese of Chicago</th>
<th>Public Building Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>33 N. LaSalle Street</td>
<td>835 North Rush Street</td>
<td>820 N. Michigan Ave.</td>
</tr>
<tr>
<td>Chicago, Illinois 60602</td>
<td>Chicago, IL 60690</td>
<td>Chicago, IL 60611</td>
</tr>
<tr>
<td>Lois Scott</td>
<td>Kevin Marzalik</td>
<td>Erin Lavin Cabonargi</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>Chancellor and former Chief Financial Officer</td>
<td>Executive Director</td>
</tr>
<tr>
<td>312 744 7159</td>
<td>312 534 8218</td>
<td>312 915 7803</td>
</tr>
<tr>
<td>External audit services</td>
<td>External audit services</td>
<td>External audit services include A-133 Audit</td>
</tr>
<tr>
<td>Deloitte served as the prime contract and utilized MBE/WBE subcontractors to perform audit services.</td>
<td>Deloitte served as the prime contract. No subcontractors utilized.</td>
<td>($268 million of federal expenditures — year ended June 30, 2012)</td>
</tr>
<tr>
<td>Total dollar value of the FY 2012 contract: $2,183,000</td>
<td>Total dollar value of the FY 13 contract: $1.4 million</td>
<td>Deloitte served as the prime contract. No subcontractors utilized.</td>
</tr>
</tbody>
</table>
Audit approach

The Deloitte Audit approach consists of four key phases: the initial planning process, developing the audit plan, performing the audit plan, and reporting and assessing performance. At Deloitte, we believe that an audit’s foundation is developing and documenting a thorough understanding of the operating environment during the initial work phase. Because we understand the MPEA’s operations, our team can perform an efficient, timely audit that is founded on our ability to provide constructive comments and value-added services.

Our approach to performing the MPEA’s audit will follow auditing standards generally accepted in the United States of America (GAAS), and the standards for financial audits in the U.S. General Accounting Office’s (GAO) Government Auditing Standards issued by the Comptroller General of the United States. We will incorporate all subsequent revision by the GAO, as appropriate.

We do not compromise on quality, and we make sure that sufficient time is allotted, particularly with partners and managers, to enable us to be more than just “the auditors.” We believe our clients are knowledgeable, discriminating professionals who expect long-term relationships that yield a significant return on their investments in professional service providers.

A risk-based approach

Our audit approach will be driven by a series of established procedures designed to identify business and audit elements that present the greatest risk to the Authority. Our methodology places significant emphasis on our understanding and knowledge of your management, processes, and systems, and allocates resources to specific risks identified at the operational and departmental level. By focusing on precisely defined areas, rather than treating all business activities equally or assigning risk arbitrarily, we achieve greater audit effectiveness and efficiency. When appropriate risk assessments are made, the amount of testing will be tailored to each area. We will continually evaluate the risk assessments and adjust the scope of our audit procedures accordingly.

Our audit approach has the following key attributes:

- **Partner-led.** Allen Truesdell and Kathleen Candela will capitalize on their leadership skills and Allen’s experience serving the MPEA to provide timely, consistent, audit services that demonstrate quality is our top priority in all we do. Lead Audit Director Kathleen Candela will provide significant input at all stages of the audit engagement.

- **Focused.** We will identify and design appropriate audit procedures that focus on engagement risks, internal controls over financial reporting, and potential errors in significant account balances or disclosures. Open and direct communication will be ongoing to avoid expectation gaps and/or minimize surprises at any stage of the audit process.

- **Interactive.** We will interact with the Authority on a regular basis and respond to their needs and expectations in a timely manner.

- **Dynamic.** We will tailor our audit plan to respond to changing circumstances.
These key attributes and the following six steps support the rendering of the required opinions:

- Conduct pre-engagement activities
- Conduct preliminary planning
- Develop audit plan
- Perform audit plan
- Conclude and report
- Conduct post-engagement activities

These six steps are not necessarily chronological or mutually exclusive. For example, once the audit plan has been developed and is being performed, we may become aware of a risk that was not identified during the planning phase. Based on the new information, we would reassess our planning activities and adjust the audit plan accordingly.

The Deloitte audit approach interweaves our year-round involvement, the use of specialists, and a focus on continuous communication with the Authority throughout the audit process.

**Year-round involvement.** Our audit approach reflects our commitment to providing timely service. This approach includes:

- Timely interaction and consultation on significant business and accounting and/or financial reporting developments
- The continuous “real-time” availability of partners, specialists, and staff
- Regular communication and coordination with the internal auditors
- Year-round substantive audit procedures
- Audit of significant or complex transactions as they occur

**Use of specialists.** Specialized skills may be needed to perform audit procedures in certain areas, including, but not limited to, the following:

- Fair-value measurement of account balances and disclosures
- Assessing the design and operating effectiveness of information technology and security controls
- Employee benefit plans
- Accounting for estimates that involve actuarial calculations

**Open communication.** We are committed to anticipating issues and avoiding surprises. An important aspect of our professional responsibility is to bring issues to the attention of the Authority. We will consult with you openly and candidly on a variety of matters, including accounting and financial reporting issues, significant deficiencies and material weaknesses, complex business transactions, and emerging issues from regulatory or standard-setting bodies.
The hallmark of the Deloitte Audit philosophy is the way we listen to our clients’ expectations, assess their business needs, and proactively respond with results. For the Authority, this process means that we have not and will not treat your audit as a commodity. Instead, we view the audit as the driver of our full-service commitment to you. Our audit approach, in its scope, procedures, and personnel, will be tailored to the Authority’s needs. Using our proprietary audit technology, we will assess business and audit issues, and custom-design an audit plan to test these points. Early identification of significant business issues and constructive recommendations can significantly increase the value of an audit.

Selecting the engagement team
Allen Truesdell and Kathleen Candela will be intimately involved with the audit process. We have committed the top staff and senior management to you, our valued client. Senior manager, Moises Sanchez leads our efforts for the City of Chicago audit and would be the day-to-day audit manager for the MPEA audits. Moises will be assisted by Sarah Hughes, Manager and local Deloitte seniors and staff, as well as our MBE/WBE team. We take pride in the people who have been assigned to your engagement. We believe that their dedication and our hands-on approach to client service are differentiators for Deloitte. In addition, we believe that the willingness of Deloitte’s staff to help management and assist your staff throughout the audit process is exceptional. When you get down to it, our staff is dedicated to one thing — serving you with distinction and passion. Please see information about specific engagement team roles in the "An experienced team who knows you" section of this proposal.

Not only will our partners be accessible in “real time,” but so will other critical and key members of the engagement team. As you know, we are always available to meet with you and your staff — and not just while the audit is being performed. Our hands-on approach, full-time status, and level of responsiveness are something that the entire Deloitte team has always taken great pride in. Ask your staff and the people with whom we interact; we are confident they will confirm our availability to help out whenever possible. We truly believe this level of service is unique in today’s environment and fast-paced telecommuting world.
A “two-partner” approach

Lead Client Service Partner, Allen Truesdell, and Lead Audit Director, Kathleen Candela, will provide services to the MPEA from a two-partner approach. They will work side by side to plan and manage all aspects of our audit services MPEA with support from Lead Audit Senior Manager, Moises Sanchez. Allen, Kathleen, and Moises have deep experience working together on public sector engagements. MPEA will benefit greatly from their proven chemistry and industry experience.

Benefits of our team model
• Increased level of experience to serve a complex public sector organization
• Improved responsiveness through extra attention
• Improved ability to proactively identify—and communicate about—potential issues through an additional set of eyes
• Timeliness of reviews
• Enhanced level of attention to risks and to client service relationships by leveraging the lead partner
• Strengthened communication with a team that has worked together with this model successfully
Developing the audit workplan
We plan our audit to parallel the financial reporting and organizational structure of the Authority based on our understanding of your business. Our planning emphasizes the continuous identification of business, control, and financial risks. Our audit approach is tailored to focus on those risks and is flexible enough to allow for adjustment of additional risks identified.

The audit plan allows for constructive, timely feedback to management regarding matters warranting attention, including significant deficiencies or material weaknesses.

In developing the audit plan, we plan tests to obtain evidence regarding the design and implementation of relevant controls, as well as planning substantive audit procedures to test potential errors related to significant account balances or disclosures.

Our procedures provide for more focused attention on specific risk areas. When necessary, we will devote special attention to areas of concern or interest to the Authority or its management.

The details of our preliminary work plan are outlined in the following timeline:

<table>
<thead>
<tr>
<th>Activities</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>May</td>
</tr>
<tr>
<td><strong>MPEA financial statement audits</strong></td>
<td></td>
</tr>
<tr>
<td>Conferences with management and the finance and audit committee</td>
<td>•</td>
</tr>
<tr>
<td>Tests of controls and interim procedures</td>
<td>•</td>
</tr>
<tr>
<td>Year-end fieldwork</td>
<td></td>
</tr>
<tr>
<td>Reporting</td>
<td></td>
</tr>
<tr>
<td>Draft report delivery and audit committee communications</td>
<td></td>
</tr>
<tr>
<td>Final report delivery</td>
<td></td>
</tr>
</tbody>
</table>

Understanding the Authority’s business
As part of our audit approach, we will update our historical and current understanding of the Authority’s business operations, policies, practices, and culture to help us identify and understand areas that, in our judgment, may have a significant effect on the audit engagement and the Authority’s financial statements. Our understanding of the Authority will include the following:

- External factors affecting the Authority (laws, regulations, economics, etc.)
- State of Illinois guidelines
- The Authority’s selection and application of accounting policies
- The Authority’s process for measurement and review of its financial performance
- The Authority’s environmental risk assessment (or status of the current assessment)
- Internal controls
- Related party transactions
- Inquiries of management and others within the Authority
Identifying critical judgment areas
Deloitte recognizes that the application of judgment is critical to many accounting policies, and that some accounting policies are judgmental, while others depend on interpretation. Deloitte will work closely with the Authority’s management to help determine the appropriate application given the circumstances at hand. As part of the planning phase, we will consider the following:

- Management’s estimates and areas of accounting judgment
- Indications that prior-period accounting judgments have been revised or need revision
- Any changes in a prior-period accounting treatment in the current period and the reasons for change

Performing preliminary analytical review
We will perform a preliminary analytical review to identify unusual or unexpected balances and relationships that may indicate a specific risk of material misstatement of the financial statements. As part of our analytical review, we will also give consideration to previously performed trending analysis as they relate to the various revenue sources and their collections. In addition, we will focus on those items that we consider management’s estimates, look at the relationship of these accounts to prior-year balances, and reaffirm whether or not the rational for such estimates makes sense for the current year then ended.

Performing annual fraud-related procedures
In response to SAS 99, Consideration of Fraud in a Financial Statement Audit, we will perform audit procedures to address fraud risks present at the Authority.

In addition to interviews of key client personnel, executive management, and select members of the Authority’s Board of Directors, our enhanced auditing procedures related to fraud include evaluating the design and implementation of management’s processes for identifying and responding to the risk of material misstatement resulting from fraud, including programs and controls that management has established to mitigate that risk.

We have designed procedures to test the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of financial statements (including compensation to senior management). In addition, we will review accounting estimates for biases that could result in material misstatement due to fraud.

We will obtain an understanding of the business rationale of significant transactions we become aware of that are outside of the normal course of business for the entity, or that otherwise appear to be unusual given our understanding of the entity and its environment.
Risk assessment
As previously mentioned, our audit approach for the Authority is a risk-based, integrated approach where we focus our time and resources on the risk areas and develop audit procedures to address those risks.

In performing our risk assessment, we will consider the risks as identified by management and the internal audit team in performing their risk assessment. Throughout the audit we will continually update our risk assessment as we perform our auditing procedures and will evaluate the design and test the effectiveness of controls related to specific risks. Below, we have identified preliminary risks to the financial statements, our planned responses to those areas, as well as a discussion of where we will focus our resources and audit procedures.

### Sample of specific financial statement audit risks

<table>
<thead>
<tr>
<th>Key areas of risk</th>
<th>Deloitte’s preliminary audit response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Investments and investment compliance</strong></td>
<td>• Test the fair value of investments, select purchases and sales, investment income, and gain/(loss) on investments during year-end substantive procedures; involve firm specialists to assist us in determining the valuation of investments at year-end and on select purchase and sales dates</td>
</tr>
<tr>
<td></td>
<td>• Obtain the Authority’s investment guidelines and test select investments to make sure that investments purchased are within the guidelines of the Authority</td>
</tr>
<tr>
<td></td>
<td>• Identify controls in place for the treasury cycle and procedures that mitigate the risk and perform tests of those controls; additionally, tailor audit procedures to specifically address the risk</td>
</tr>
<tr>
<td><strong>Significant accounts and disclosure maintained by the Authority that are based on estimates and involve subjective judgments or uncertainties</strong></td>
<td>• Consider management’s selection and application of significant accounting assumptions and upcoming GASB pronouncements and its impact on the Authority's basic financial statements</td>
</tr>
<tr>
<td></td>
<td>• Consider management’s selection and application of significant accounting assumptions</td>
</tr>
<tr>
<td></td>
<td>• Increase substantive tests of affected accounts</td>
</tr>
<tr>
<td></td>
<td>• Involve valuation specialists when necessary and appropriate, including, but not limited to, other post-employment benefits, and accrued judgment and claims</td>
</tr>
<tr>
<td></td>
<td>• Assess qualifications of outside specialists and obtain an understanding of the nature of the outside specialists work</td>
</tr>
<tr>
<td><strong>Capital assets may be improperly capitalized, rather than expensed</strong></td>
<td>• Obtain from the Authority an electronic schedule of capital assets showing beginning and ending balances, purchases, and sales, as well as accumulated depreciation and make a selection of capital assets from the beginning cost column and the current year’s additions</td>
</tr>
<tr>
<td></td>
<td>• For the selected assets that are still held at year end, go to the respective site to physically inspect the asset, if possible, or determine by other means that the asset is owned and still in use by the Authority</td>
</tr>
<tr>
<td></td>
<td>• Trace the recorded costs of the selected asset to supporting documents (e.g., capital expenditure approvals and vendor invoices for purchases in the current year) and determine that current-period additions have been properly recorded</td>
</tr>
<tr>
<td></td>
<td>• Assess accounting and related controls and disclosure requirements associated with the Authority’s capital lease transactions</td>
</tr>
<tr>
<td><strong>Fraud: Our audit approach requires us to presume a risk of material misstatement due to fraud arising from management override of controls</strong></td>
<td>• Test the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of financial statements</td>
</tr>
<tr>
<td></td>
<td>• Review accounting estimates for biases that could result in material misstatement due to fraud</td>
</tr>
<tr>
<td></td>
<td>• Obtain an understanding of the business rationale of significant transactions we become aware of that are outside of the normal course of business for the entity, or that otherwise appear to be unusual given our understanding of the entity and its environment</td>
</tr>
<tr>
<td></td>
<td>• Interview key management personnel and Authority members regarding their views on the sufficiency of the Authority’s system of internal control, policies, and procedures to detect and mitigate associated fraud risks</td>
</tr>
<tr>
<td></td>
<td>• Report results of procedures, findings, and control observations to the Authority’s governing body</td>
</tr>
</tbody>
</table>
Determining materiality
We will determine the amount of misstatement judged to be material in the financial statements on which we are reporting — the materiality for the audit engagement. The determination of materiality is a complex issue requiring professional judgment that should be made in the context of our knowledge of the Authority, our assessment of engagement risk, and the reporting requirements for the financial statements.

Perform substantive audit procedures
Our substantive audit procedures consist of a tailored combination of analytical procedures and detailed tests of transactions and balances; these procedures are designed to obtain reasonable assurance that the financial statements are free from material misstatements. To obtain this assurance, we accumulate known and likely misstatements that were identified while performing substantive audit procedures and consider such misstatements in relation to the financial statements as a whole. More than trivial misstatements that are identified will be reported to management and the Authority.
Sample of substantive auditing procedures
The Metropolitan Pier and Exposition Authority Basic Financial Statements

A sample of audit procedures we may perform on MPEA's basic financial statements could include:

**Business Type Activities – Statement of Net Position at June 30, 2013 (in thousands)**

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Cash Equivalents</td>
<td>$46,271</td>
</tr>
<tr>
<td>Investments</td>
<td>249,827</td>
</tr>
<tr>
<td>Accounts and Authority Taxes Receivable</td>
<td>89,085</td>
</tr>
<tr>
<td>Deposit for and Note Receivable from NPI</td>
<td>57,690</td>
</tr>
<tr>
<td>Deferred Bond Issue Costs and Other Assets</td>
<td>50,759</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td>2,078,361</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$2,571,433</strong></td>
</tr>
</tbody>
</table>

**Cash and equivalents**
- Confirmation of balances with financial institutions
- Review of bank reconciliations with detail tests of selected reconciling items
- Detail tests of selections from subsequent bank statements
- Proper financial statement disclosure in accordance with GASB Statement No. 40

**Accounts and Authority Taxes Receivable**
- Examination of reconciliation to ledger and subledger and test reconciling items
- Analytical review of significant fluctuations in account balances
- Subsequent cash receipts for selections
- Analytically testing aging analysis and reserve requirements
- Review detail for transactions with related parties, credit balances etc.
- Examine revenue recognition policies
- Proper financial statement disclosure

**Authority Taxes Receivable**
- Confirmation of receivable balance with the Illinois Department of Revenue
- Proper financial statement disclosure

**Deferred Bond Issue Costs**
- Analytical and detail testing of the roll-forward for Deferred Bond Issue Costs

**Investments**
- Examination of investment policies, procedures and investments allowed per IL State Law
- Confirmation of investments held and transactions for the period
- Fair value testing in accordance with GASB Statement No. 31
- Detail and analytical tests of unrealized and realized gains and losses
- Detail and analytical tests on investment income and accrued income
- Proper financial statement disclosure in accordance with GASB Statement No. 40

**Deposit for and Note Receivable from NPI**
- Analytical review of fluctuations in account balances
- Obtain confirmation of outstanding note receivable
- Assess proper financial statement disclosure

**Fixed Assets**
- Comparison of roll-forward of fixed assets and accumulated depreciation to ledger and supporting detail
- Detailed tests performed on selections of additions, disposals, depreciation
- Analytical review of fluctuations in account balances
- Examination of capitalization policies and transfers
- Test of repair and maintenance expenses
- Physical inspection of existing assets
- Proper financial statement disclosure
- Additional procedures with regard to significant risks, if identified
- Analysis of CIP transfers and proper fixed asset classifications
- Tests for impairment in accordance with GASB Statement No. 42
Sample of substantiative auditing procedures
The Metropolitan Pier and Exposition Authority

Business Type Activities – Statement of Net Position at June 30, 2013 (in thousands)

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable and Accrued Exp.</td>
<td>$32,147</td>
</tr>
<tr>
<td>Other Current Liabilities</td>
<td>22,914</td>
</tr>
<tr>
<td>Bonds Payable and Related Accts</td>
<td>3,581,211</td>
</tr>
<tr>
<td>Due to the State of Illinois</td>
<td>57,219</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$3,693,491</td>
</tr>
</tbody>
</table>

Other Current Liabilities
- Analytical review of significant fluctuations in account balances
- Examination of supporting analyses for balances
- Test of management's methodology, assumptions
- Agreement to subsequent payments and other detail
- Proper financial statement disclosure

Workers' Compensation Provision
- Confirmation: provision with actuarial analysis
- Assessment of specialist
- Examination of actuarial and management assumptions
- Proper financial statement disclosure

Due to the State of Illinois
- Confirmation of balances with the Illinois Department of Revenue
- Proper financial statement disclosure

Business Type Activities – Statement of Revenues, Expenses and Changes in Net Position for the year ended June 30, 2013 (in thousands)

<table>
<thead>
<tr>
<th>Operations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues</td>
<td>$135,228</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>226,600</td>
</tr>
<tr>
<td>Non Operating Revenues</td>
<td>168,211</td>
</tr>
<tr>
<td>Non Operating Expenses</td>
<td>199,250</td>
</tr>
<tr>
<td>Change in Net Assets</td>
<td>$(122,411)</td>
</tr>
</tbody>
</table>

Non Operating Revenues
- State Grants:
  - Confirm contract revenues and grants to receipts and documentation from State Authorities
  - Proper financial statement disclosure
- Investment Income:
  - Agree Fair Value adjustment to detailed schedule; perform detail testing on a sample basis
  - Perform analytical review of significant fluctuations in account balances from our expectation
  - Proper financial statement disclosure
- Authority Taxes:
  - Agree balance to annual certification to the Treasurer and Comptroller of the State of Illinois
  - Proper financial statement disclosure

Non Operating Expenses:
- Test all analytically and by detail testing selections through procedures in receivables and in investments
- Analysis and testing of intergovernmental transfers
- Proper financial statement disclosure
Conclude

The results of the auditing procedures performed throughout the year will be analyzed and conclusions drawn based on generally accepted auditing standards. Prior to rendering our reports, we will conclude whether the scope of the audit was sufficient to support our opinions and if the misstatements identified have caused the financial statements to be materially misstated.

As evidenced in our client service standards, we aim to provide the Authority with insight into the condition of the business and meaningful suggestions for improvement. These suggestions will be reported to appropriate management personnel for their consideration.

Perform post-engagement activities

To determine how well we have achieved our client service objectives, Allen Truesdell will conduct a service quality assessment that may involve meetings with, or the completion of questionnaires by, members of the Authority and its management.

The client service assessment enhances our understanding of your expectations through your evaluation of our performance. This process allows us to refine our client service objectives so that we remain focused, responsive, and proactive in meeting your needs while fulfilling our professional responsibilities.

Regular communication and use of status meetings

Our exemplary service to clients, proven internal audit approach, substantial industry credentials, MBE/WBE teaming experience, and experienced engagement professionals are all part of our commitment and track record of responsiveness, flexibility, and quality service. We have always brought a team philosophy to our clients. Our professionals, from lead client service partner to audit staff, are "down in the trenches" with your staff to meet your needs. We will continue to closely coordinate our work with your financial management team and will effectively leverage the Authority’s internal resources.

Deloitte believes that the weekly audit status meeting format provided in the past allows our teams a regularly scheduled opportunity to discuss internal and external audit, accounting, and financial reporting issues effectively and in a timely matter. All engagement team members are involved in the weekly status meetings. We look forward to continuing this process with your team next year.
Our Approach to quality control

The approach employed in a Deloitte Audit reflects our commitment to the professional quality and high standards of our profession. In executing our audits, we work diligently to maintain the respect of our clients, the investment community, regulatory agencies, and interested public bodies. From planning and transition through execution and communication, our services are enveloped in a culture and system of quality and driven by global client service standards, partner-led teams, and specialized industry knowledge.

Quality is the responsibility of all professionals who serve in a supervisory capacity. In all cases, the lead audit partner works to address problem areas, review reports and workpapers, and direct our client service team. The integrating structure of the organization helps our professionals coordinate with their colleagues in the DTTL member firms to maintain the same high standards worldwide. Deloitte’s approach to quality has the following key components:

- **Commitment to training and specialization.** A critical aspect of quality control is having professionals who possess a high level of technical knowledge and fully understand their professional responsibilities. Deloitte has an outstanding professional education program that builds and maintains technical capability in our people. Added to this is a requirement for specialization in an industry segment, such as government agencies, or a set of functional skills, such as international taxation. For more information please see the Deloitte University section on page 40.

- **Professional practice directors.** Each engagement has a professional practice director (PPD) who provides technical advice to the team. Deloitte encourages a climate of consultation, including discussions of technical matters with the professional practice director or specialists in the national office.

- **Engagement Quality Control Review (“EQCR”).** Every audit engagement goes through an independent or “second partner” quality review, performed by a partner outside of the engagement team, prior to the issuance of any opinion on the financial statements. These quality reviews are performed by some of the firm’s most technical partners with industry-specific backgrounds. As a matter of fact, both Allen and Kathleen participate in the EQCR program for other audit engagements. Likewise, Reem Samra, MPEA’s proposed EQCR, is the Deputy Industry PPD and Public Sector quality leader for the Central Region. Reem Samra would also be a returning “second-partner” reviewer for the MPEA.

- **Client acceptance.** Deloitte’s high standards and reputation for quality and integrity depend in large part on the entities with which we are associated. Accordingly, our acceptance of an audit engagement with the MPEA is subject to satisfactory completion of our confidential client acceptance procedures, which include checking for independence issues and other conflicts of interest.

- **Client service standards.** Deloitte has 10 client service standards that are useful in monitoring and evaluating the quality of service we provide. Key to these standards is the concept of setting measurable objectives and then asking the client how well these objectives were met. This helps us set goals and identify areas for further improvement.

- **Interoffice practice reviews.** To help us maintain a high level of consistency, partners and senior managers from one office regularly review the standards of quality control and the audit work of colleagues in other offices. Each office’s work undergoes an independent review at regular intervals. As a matter of fact, in their most recent inspection cycles, both Allen and Kathleen received the highest quality rating.

- **Peer review.** Every three years, Deloitte is carefully and comprehensively reviewed by another major public accounting organization. A copy of our most recent peer review report can be found within the Peer Review section starting on page 43 of our proposal.
Quality control policies

As part of our standard independence process, we annually represent in writing to MPEA our communication concerning independence, and we will continue to do so as long as we serve as your independent auditor.

We are committed to compliance with all independence rules of the SEC, the PCAOB, the AICPA, and similar professional bodies throughout the world and have a robust process in place aimed at keeping our work for our clients free of any potential conflicts of interests or collateral relationships that may undermine our professional objectivity—either in appearance or fact. Below we have highlighted several organizational components critical to maintaining independence on our professional engagements:

Prior to appointment we conduct a rigorous relationship search to detect whether any of our practitioners may have relationships that would impede our independence.

- Deloitte and the DTTL member firms maintain a restricted-entity list that identifies entities that are restricted for Deloitte professionals because of attest relationships, including those that offer financial interests, accounts, and other financial products.

- All partners, principals, and managerial personnel use an independence monitoring system to track their personal financial holdings. To identify restrictions, our professionals are required to search the restricted-entity list before acquiring a financial interest, account, or other financial product.

- A management tool in our billing system notifies the lead client service partner when a new project number is established for a client. Before any time can be charged to a new billing number, the lead client service partner must confirm independence.

- Lead client service partners and the National Office carefully monitor the scope of services offered to each client for compliance with the independence requirements of the SEC, the PCAOB, the AICPA, and other regulatory bodies.

- All partners and professional employees are required to complete extensive independence and ethics training within 90 days of joining the organization and additional training occurs periodically thereafter.

- Our independence policies are documented in our Code of Ethics and Professional Conduct Manual and our Independence Manual. These manuals, as well as answers to frequently asked questions on independence and other guidance, are readily available to all employees through our internal independence website.

- At least annually, every partner, principal, professional, and administrative employee must submit a written representation that he or she has complied with our policies on independence and ethics. Our National Office carefully monitors the process and resolves issues.

All professionals are encouraged to consult with independence specialists, local and regional professional practice leaders, and the National Office on any independence issues or questions that arise in the course of serving clients.
EXHIBIT D

INSURANCE REQUIREMENTS
NAME OF PROJECT: **AUDITING SERVICES**

PROJECT NUMBER: **2013-13-M**

PROPOSER: Deloitte & Touche LLP

[X] 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 SELECTED PROPOSERS AGREEMENT FOR (“SERVICES”).

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

   a. **Commercial General Liability**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Products Liability/Completed</td>
<td></td>
</tr>
<tr>
<td>Oper. Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

   If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Per Employee - Disease</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Annual Aggregate - Disease</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

   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)**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage Combined - Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Uninsured Motorist - Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Underinsured Motorist (when not included in Uninsured Motorist)</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

   This Policy must provide coverage for all owned, non-owned, and hired autos.
d. **Umbrella Coverage** $1,000,000.00

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

e. **Professional Liability** (Errors and Omissions) $5,000,000.00

2. All insurance companies must be rated A-X or better by the A. M. Best Company.

3. Consultant’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 expressly understands and agrees that any insurance or self-insurance programs maintained by the Authority shall apply in excess of and not contribute with insurance provided by them under the Agreement.

5. Policies should be written on an occurrence basis with the exception of professional liability coverage.

6. All coverage, with the exception of professional liability policy, must contain a Waiver of Subrogation in favor of the MPEA.

7. All policies, with the exception of the workers’ compensation, employer’s liability and professional liability policies, must amend the other insurance clause to be primary and non-contributory with any other insurance or self-insurance.

8. 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.

9. Subcontractors performing services for the Selected Proposer shall maintain coverage and limits equal to or greater than these requirements unless the Selected Proposer and the Authority mutually agree to modify these requirements for subcontractors based on subcontractor’s scope of work. Selected Proposer agrees that it will contractually obligate its subcontractors to promptly advise Selected Proposer of any changes or lapses of the requisite insurance coverage and Selected Proposer agrees to notify the Authority of any such notices. Selected 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 subcontractors 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 (per Notification of Exceptions Form) 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.

10. If policies are canceled for any reason, at least thirty (30) days’ notice (ten (10) days’ notice for cancellation due to non-payment of premium) is required to be given to the Authority.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**: 05/29/2013

**PRODUCER**: Marsh USA Inc.
**Pro. No.**: 799965-525A-S-14

**INSURER(S) AFFORDING COVERAGE**:
- **Insuree 1**: National Union Fire Ins Co Pittsburgh, PA 79645
- **Insuree 2**: New Hampshire Insurance Co 22641
- **Insuree 3**: The Insurance Company of the State of PA 10420

**CERTIFICATE NUMBER**: NYC-005300669-23

**REVISION NUMBER**: 25

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. GENERAL LIABILITY</td>
<td>GL 5301361</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. AUTOMOBILE LIABILITY</td>
<td>CA 2619587</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. WORKERS' Comp</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. WORKER'S COMP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE HOLDER**: Debioti LLP

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

**Nancy Barklow**

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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMP (CONT)

CARRIER: ILLINOIS NATIONAL INSURANCE CO.
POLICY NO: 03801325 (FL)
POLLICY TERM: 6/1/13 - 6/1/14
**CERTIFICATE OF LIABILITY INSURANCE**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**
- **Marth USA Inc.**
  - 1168 Avenue of the Americas
  - New York, NY 10036
  - 70965-DATE4MTR-13-14

**Insured:**
- Deloitte & Touche LLP
- And all other firms, entities and persons owned, controlled, or associated with the foregoing as more fully described in the policy.

**Insurer A:**
- North American Capacity Inc. Co.
- 2308

**Insurer B:**
- (Insurer(s) affording coverage)
- NAIC #

**Certificate Number:**
- NYC-05032220-09

**Revision Number:**
- 1

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limitations shown may have been reduced by paid claims.**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Termination Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>Occur</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Aggregate Limit Applicable</td>
<td>Projected Limit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any Auto All Owned</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hired Autos Schedular Autos Not Owned</td>
<td>Occur</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (Per Person)</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (Per Accident)</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Property Damage (Per Accident)</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Personal Injury Occurrence Limit</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (Per Person)</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury (Per Accident)</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Property Damage (Per Accident)</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Limit</td>
<td>$1,000,000 each</td>
<td>06/31/2013</td>
<td>06/31/2014</td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

1. This policy is not cancellable during the policy term.
2. The issuance of this certificate of insurance does not confer any rights upon the certificate holder.

**Certificate Holder:**
- Deloitte & Touche LLP

**Cancellation:**
- Should any of the above described policies be cancelled before the expiration date thereon, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**
- J.J. Saur

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EXHIBIT E

SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN-OWNED BUSINESSES
Required Form I - Special Conditions Regarding Minority and Women Owned Business Enterprises
**SCHEDULE A: AFFIDAVIT OF BIDDER/PROPOSER REGARDING MBE/WBE COMMITMENTS**

Project Name: Auditing Services  
Project Number: RFP# 2013-13-M

Bidder/Proposer: Deloitte & Touche LLP

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of: _Deloitte & Touche LLP_ and that I have personally reviewed the materials and facts set forth herein describing our proposed plan to achieve the MBE/WBE requirements of this contract. All MBE/WBE firms included in this plan are certified. (Letters of Certification must be attached for all MBE/WBE firms including Bidder/Proposer).

1. **Direct Participation of MBE/WBE Firms**
   
   (Note: The Prime Contractor shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.)

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

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

   Attach Letters of Certification and completed Schedule B for all MBE/WBE firms.

   1. **Name of MBE/WBE:** Odell Hicks & Company LLC
      
      Address: 180 N. Stetson, Suite 2410, Chicago, IL 60601
      
      Contact Person: Odell Hicks
      
      Phone: 312-861-0113
      
      Description of Service or Work: Audit services related to the financial statement audits of the Authority
      
      Dollar Amount of Participation: $21,500
      
      Percentage Amount of Participation: 10%
      
   2. **Name of MBE/WBE:** Prado & Renteria CPA's P.C.,
      
      Address: 1837 S. Michigan, Ave., Chicago, IL 60616
      
      Contact Person: Maria Prado
      
      Phone: 312-567-1330
      
      Description of Service or Work: Audit services related to the financial statement audits of the Authority
      
      Dollar Amount of Participation: $32,250
      
      Percentage Amount of Participation: 15%
      
   3. **Name of MBE/WBE:** Velma Butler and Company
      
      Address: 6 East Monroe, Suite 400, Chicago, IL 60603
      
      Contact Person: Velma Butler
      
      Phone: 312-419-1547
      
      Description of Service or Work: Audit services related to the financial statement audits of the Authority
      
      Dollar Amount of Participation: $10,750
      
      Percentage Amount of Participation: 5%

   **Attach additional sheets if necessary**
2. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE requirements have been met through the direct participation outlined above. If the MBE/WBE requirements have not been met through direct participation, bidder or proposer will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

List all MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

<table>
<thead>
<tr>
<th></th>
<th>Name of MBE/WBE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Contact Person:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>Description of Service or Work:</td>
</tr>
<tr>
<td></td>
<td>Dollar Amount of Participation: $</td>
</tr>
<tr>
<td></td>
<td>Percentage Amount of Participation: %</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of MBE/WBE:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Contact Person:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>Description of Service or Work:</td>
</tr>
<tr>
<td></td>
<td>Dollar Amount of Participation: $</td>
</tr>
<tr>
<td></td>
<td>Percentage Amount of Participation: %</td>
</tr>
<tr>
<td>3.</td>
<td>Name of MBE/WBE:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Contact Person:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>Description of Service or Work:</td>
</tr>
<tr>
<td></td>
<td>Dollar Amount of Participation: $</td>
</tr>
<tr>
<td></td>
<td>Percentage Amount of Participation: %</td>
</tr>
</tbody>
</table>

| 4. | Name of MBE/WBE:                                                                 |
|    | Address:                                                                         |
|    | Contact Person:                                                                  |
|    | Phone:                                                                           |
|    | Description of Service or Work:                                                  |
|    | Dollar Amount of Participation: $                                                 |
|    | Percentage Amount of Participation: %                                             |

List all **Non-MBE/WBE firms** directly involved in the performance of this contract, below in this section 3.

1. **Name of Non-MBE/WBE:**
   Address:
   Contact Person: __________________ Phone: __________________
   Description of Service or Work: __________________

   Dollar Amount of Participation: $ __________________
   Percentage Amount of Participation: __________________ %

2. **Name of Non-MBE/WBE:**
   Address:
   Contact Person: __________________ Phone: __________________
   Description of Service or Work: __________________

   Dollar Amount of Participation: $ __________________
   Percentage Amount of Participation: __________________ %

3. **Name of Non-MBE/WBE:**
   Address:
   Contact Person: __________________ Phone: __________________
   Description of Service or Work: __________________

   Dollar Amount of Participation: $ __________________
   Percentage Amount of Participation: __________________ %

4. **Name of Non-MBE/WBE:**
   Address:
   Contact Person: __________________ Phone: __________________
   Description of Service or Work: __________________

   Dollar Amount of Participation: $ __________________
   Percentage Amount of Participation: __________________ %
SCHEDULE A: AFFIDAVIT OF BIDDER/PROPOSER REGARDING MBE/WBE COMMITMENTS

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT(S) ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE BIDDER OR PROPOSER, TO MAKE THIS AFFIDAVIT.

Signature of Affiant
Allen B. Truesdell
(Print Name)
November 27, 2013
Date

IF PROPOSING TO PERFORM AS A JOINT VENTURE:

By:

Joint Venture Partner (Print)

Signature of Affiant

Date

(Print Name)

Phone

Fax

MBE □ WBE □ Non-MBE/WBE □

State of: Illinois
County of: Cook

Subscribed and sworn to before me this 27th day of Nov., 2013

Judy Wicherek
NOTARY PUBLIC

(SEAL)
SCHEDULE B: LETTER OF INTENT TO PERFORM AS A MBE/WBE FIRM (PRIME CONTRACTOR, SUBCONTRACTOR, CONSULTANT, OR MATERIAL SUPPLIER)

Project Name: Auditing Services

Project Number: RFP# 2013-13-M

MBE/WBE Company: Velma Butler & Company, Ltd. MBE: Yes No WBE: Yes No

To Prime Bidder/Proposer: Deloitte & Touche LLP

1. I have attached a copy of my certification, and, if applicable, Schedule C, Joint Venture Affidavit.

2. I agree to provide the following described services in connection with the above project.

<table>
<thead>
<tr>
<th>Description of Services/Goods to be supplied</th>
<th>Projected Start Date</th>
<th>Projected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit services related to the audit of the financial statements of the Authority</td>
<td>March 2014</td>
<td>December 2014</td>
</tr>
</tbody>
</table>

3. I agree to provide the goods or services stated above for $10,750 equal to 5% of the total contract price.

4. I [will] [will not] be sub-contracting any portion of the work that I agree to provide. 0% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors. 0% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

NOTICE: If MBE/WBE will not be sub-contracting any of the work described in this Schedule, a zero (0) must be shown in each blank. If more than ten percent (10%) of the value of the MBE or WBE’s scope of work will be sublet, attach on letterhead company name, dollar amount of participation, and a brief explanation and description of the work to be sublet.

The undersigned will enter into a formal written agreement for the above work with you as the Bidder/Proposer, conditioned upon your execution of a contract with the Metropolitan Pier and Exposition Authority, and will do so within a reasonable amount of time of your receipt of a signed contract for the Metropolitan Pier and Exposition Authority. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

NOTICE: This schedule (and accompanying attachments) to be submitted with original signatures. If after filing this statement and before the completion of the work or services to be performed on the project, there is any change in the information submitted, you must inform the Authority.

IF PROPOSING TO PERFORM AS A PRIME OR SUBCONTRACTOR:

Signature of President or Authorized Agent

Velma Butler & Company, Ltd.

MBE/WBE Company

Name: Velma Butler Date: 3/9/13
[Printed]

Phone: 312 419-1547

State of: Illinois County of: Cook Subscribed and sworn to before me this 3rd day of December, 2013

Signature of Notary Public

Special Conditions Regarding Minority and Women Owned Business Enterprises

IF PROPOSING TO PERFORM AS A JOINT VENTURE:

Signature of President or Authorized Agent

MBE/WBE Company

Name: Date:
[Printed]

Phone:

State of: Illinois County of: Cook Subscribed and sworn to before me this 3rd day of December, 2013

Signature of Notary Public

Special Conditions Regarding Minority and Women Owned Business Enterprises
Vendor Information

Vendor ID: 20069632
Primary Owner's Name: Ms. Velma Butler
Ethnic Group: African American
Gender: Female

Certification Information

Certifying Agency: City of Chicago
Certification Type: MBE - Minority Business Enterprise
Effective Date: 3/25/2011
Renewal/Anniversary Date: 1/1/2014
Expiration Date: 1/1/2014

Contact Information

Main Company Email: VBandC@aol.com
Main Phone: 312-419-1547
Main Fax: 312-419-1798
Internet Web Page: www.vbandc.org

Addresses

Physical Address: 6 East Monroe Street
Suit 400
Chicago, IL 60603-2704

Mailing Address: 6 East Monroe Street Suite 400
Chicago, IL 60603-2704

Business Capabilities

Certified public accountant; accounting; auditing; financial services; management consulting
Certified public accountant; accounting; auditing; financial services; management consulting

NIGP 20911 Accounting/Financial: Bookkeeping, Billing and Invoicing, Budgeting,
NIGP 94620 Auditing
NIGP 94631 Certified Public Accountant (CPA) Services
NIGP 94648 Financial Advisor
NIGP 94649 Financial Services (Not Otherwise Classified)

Owner Ethnicity and Gender

Ethnic Group: African American
Gender
Female

DBE Ethnic Group
Black American

Location
County
Cook (IL)
METROPOLITAN PIER AND EXPOSITION AUTHORITY

SCHEDULE B

SCHEDULE B: LETTER OF INTENT TO PERFORM AS A MBE/WBE FIRM (PRIME CONTRACTOR, SUBCONTRACTOR, CONSULTANT, OR MATERIAL SUPPLIER)

Project Name: Auditing Services
Project Number: RFP# 2013-13-M

MBE/WBE Company: Odell Hicks & Company LLC
MBE: Yes x No __ WBE: Yes__ No x

To Prime Bidder/Proposer: Deloitte & Touche LLP

1. I have attached a copy of my certification, and, if applicable, Schedule C, Joint Venture Affidavit.

2. I agree to provide the following described services in connection with the above project.

<table>
<thead>
<tr>
<th>Description of Services/Goods to be supplied</th>
<th>Projected Start Date</th>
<th>Projected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit services related to the audit of the financial statements of the Authority</td>
<td>March 2014</td>
<td>December 2014</td>
</tr>
</tbody>
</table>

3. I agree to provide the goods or services stated above for $21,250 equal to 10% of the total contract price.

4. I [will] [will not] be sub-contracting any portion of the work that I agree to provide.

0% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contracts.
0% of the dollar value of the MBE/WBE subcontract will sublet to MBE/WBE contractors.

NOTICE: If MBE/WBE will not be sub-contracting any of the work described in this Schedule, a zero (0) must be shown in each blank. If more than ten percent (10%) of the value of the MBE or WBE’s scope of work will be sublet, attach an letterhead company name, dollar amount of participation, and a brief explanation and description of the work to be sublet.

The undersigned will enter into a formal written agreement for the above work with you as the Bidder/Proposer, conditioned upon your execution of a contract with the Metropolitan Pier and Exposition Authority, and will do so within a reasonable amount of time of your receipt of a signed contract for the Metropolitan Pier and Exposition Authority. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

NOTICE: This schedule (and accompanying attachments) to be submitted with original signatures. If after filing this statement and before the completion of the work or services to be performed on the project, there is any change in the information submitted, you must inform the Authority.

IF PROPOSING TO PERFORM AS A PRIME OR SUBCONTRACTOR:

Signature of President or Authorized Agent
Odell Hicks & Company LLC

MBE/WBE Company

Name: Odell Hicks, Jr. Date: 11-22-13
[Printed]

Phone: (312) 861-0113

State of: Illinois County of: Cook Subscribed and sworn to before me this 22nd day of
November, 2013

Signature of Notary Public: Rosario Abarca

IF PROPOSING TO PERFORM AS A JOINT VENTURE:

Signature of President or Authorized Agent

MBE/WBE Company

Name: ___________________________ Date: ___________________________
[Printed]

Phone: ___________________________

State of: Illinois County of: Cook Subscribed and sworn to before me this 22nd day of
November, 2013

Signature of Notary Public: Rosario Abarca

Special Conditions Regarding Minority and Women Owned Business Enterprises
## Vendor Information

### Vendor Information
- **Business Name**: Odell Hicks & Company, L.L.C.
- **Owner**: Mr. Odell Hicks
- **Address**
  - > Map This Address
  - 180 North Stetson Suite 2401
  - Chicago, IL 60601-6798
- **Phone**: 312-861-0113
- **Fax**: 312-861-1301
- **Email**: ohicks@odellhicks.com
- **Website**: www.odellhicks.com

### Certification Information
- **Certifying Agency**: City of Chicago
- **Certification Type**: MBE - Minority Business Enterprise
- **Certification Date**: 6/1/2012
- **Renewal/Anniversary Date**: 7/1/2013
- **Expiration Date**: 6/1/2017
- **Certified Business Description**: Certified public accountants' (CPAs) offices and Other Accounting Services

### Commodity Codes
- **NAICS 541211**: Certified public accountants' (CPAs) offices ([More](https://chicago.mwdbe.com/FrontEnd/VendorSearchPublicDetail.asp?XID=4522&...))
- **NAICS 541219**: Other Accounting Services ([More](https://chicago.mwdbe.com/FrontEnd/VendorSearchPublicDetail.asp?XID=4522&...))
August 15, 2013

Odell Hicks
Odell Hicks & Company, L.L.C.
180 N. Stetson Ave., Suite 2401
Chicago, IL 60601

Dear Mr. Hicks:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) until October 15, 2013. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter and a copy of your last certification letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-1929.

Sincerely,

George Coleman
Deputy Procurement Officer

GC:al
Annual Certificate Expires: June 1, 2013

Dear Mr. Hicks:

We are pleased to inform you that Odell Hicks & Company, L.L.C. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until June 1, 2017; however your firms’ certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm’s No Change Affidavit is due by June 1, 2013. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by April 1, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm’s eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority Business Enterprise (MBE) if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm’s certification within 10 days of such change.
SCHEDULE B: LETTER OF INTENT TO PERFORM AS A MBE/WBE FIRM (PRIME CONTRACTOR, SUBCONTRACTOR, CONSULTANT, OR MATERIAL SUPPLIER)

Project Name: Auditing Services  Project Number: RFP# 2013-13-M

For Internal Use Only:
Reviewed by: 
Date: 

MBE/WBE Company: Prado & Renteria CPAs P.C.  MBE: Yes X No ; WBE: Yes No X

To Prime Bidder/Proposer: Deloitte & Touche LLP

1. I have attached a copy of my certification, and, if applicable, Schedule C, Joint Venture Affidavit.

2. I agree to provide the following described services in connection with the above project:

<table>
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<tr>
<th>Description of Services/Goods to be supplied</th>
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<tr>
<td>Audit services related to the audit of the financial statements of the Authority</td>
<td>March 2014</td>
<td>December 2014</td>
</tr>
</tbody>
</table>

3. I agree to provide the goods or services stated above for $32,250 equal to 15% of the total contract price.

4. I [will][will not] be sub-subcontracting any portion of the work that I agree to provide.
   - 0% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contracts.
   - 0% of the dollar value of the MBE/WBE subcontract will sublet to MBE/WBE contractors.

NOTICE: If MBE/WBE will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be shown in each blank. If more than ten percent (10%) of the value of the MBE or WBE’s scope of work will be sublet, attach on letterhead company name, dollar amount of participation, and a brief explanation and description of the work to be sublet.

The undersigned will enter into a formal written agreement for the above work with you as the Bidder/Proposer, conditioned upon your execution of a contract with the Metropolitan Pier and Exposition Authority, and will do within a reasonable amount of time of your receipt of a signed contract for the Metropolitan Pier and Exposition Authority. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

NOTICE: This schedule (and accompanying attachments) to be submitted with original signatures. If after filing this statement and before the completion of the work or services to be performed on the project, there is any change in the information submitted, you must inform the Authority.

IF PROPOSING TO PERFORM AS A PRIME OR SUBCONTRACTOR:

Signature of President or Authorized Agent

Prado & Renteria CPAs P.C.

MBE/WBE Company

Name: Maria de J. Pade  Date: 11/4/13
[Printed]

Phone: (312) 788-1454

State of: ILLINOIS  County of: COOK  Subscribed and sworn to me this NOVEMBER 20, 2013.

Signature of Notary Public: [Notary Public - State of Illinois Commission Expires Feb 02, 2014]

IF PROPOSING TO PERFORM AS A JOINT VENTURE:

Signature of President or Authorized Agent

MBE/WBE Company

Name:  Date: 
[Printed]

Phone:

Special Conditions Regarding Minority and Women Owned Business Enterprises
October 21, 2013

Ms. Maria Prado
Prado & Renteria, Certified Public Accountants
1837 S. Michigan Ave
Chicago, IL 60616

Dear Ms. Prado:

This letter is to inform you that the city of Chicago has extended your status as a Minority Business Enterprise (MBE), and as a Woman Business Enterprise (WBE) until January 31, 2014. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,

George Coleman
Deputy Procurement Officer

GC/cm
Maria De J Prado  
Prado & Renteria Certified Public Accountants, Prof. Corp.  
1837 South Michigan Avenue  
Chicago, IL 60616-1601

Certificate Expires: June 1, 2013

Dear Maria De J Prado,

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) and as a Women-Owned Business Enterprise (WBE) by the City of Chicago. This certification is valid until June 1, 2013.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by April 1, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm’s eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm’s certification within 10 days of such change.
- re-certify with the city within prescribed time frame.
Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment.

And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Your firm is listed in the City’s Directory of Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) in the specialty area(s) of:

CERTIFIED PUBLIC ACCOUNTANT (CPA) SERVICES

Your firm’s participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) goals will be given only for work done in a specialty category.

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JR/bl
Additional Forms

Contract terms and conditions

Deloitte & Touche LLP (the "Firm") is pleased to submit this proposal to the Metropolitan Pier & Exposition Authority ("MPEA") in response to its Request for Proposal to provide auditing services #2013-13-M (the "RFP"). We believe, however, that certain of the provisions included in the RFP (the "Proposed Terms") should be modified or clarified for this particular engagement. We would also need to make certain changes to the insurance requirements in order to make these requirements consistent with the insurance that we (as well as other large professional services firms) maintain.

Our experience has indicated that almost without exception we have been able to reach agreement with each of our clients that has awarded us an engagement. In the vast majority of these cases, we have had some concerns over the proposed terms and conditions included in the requests for proposal. We are confident that our experience with MPEA will be no different. We believe that the basis for this success lies in the benefit of the negotiation process which allows each party to understand the other's reasonable concerns.

Our proposal is being made subject to the conditions that (a) the Firm and MPEA subsequently reach and enter into a mutually acceptable definitive written agreement for the proposed services and (b) the Firm completes to its satisfaction its standard client acceptance and continuance procedures with respect to this proposed engagement. Subject to the completion of our client acceptance and continuance procedures, if we are awarded this engagement, we intend to negotiate in good faith with MPEA to reach such an agreement as expeditiously as possible.

We have successfully negotiated similar agreements with MPEA in prior years.

Business License/authority to do business in Illinois

We confirm that Deloitte and all assigned key professional staff are properly licensed to practice in Illinois. See a copy of our license below.
EXHIBIT F

RFP #2013-13-M, INCLUDING AUDITOR’S PROPOSAL