
**Request for Proposals
#2021-02-M**

Auditing Services



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**METROPOLITAN PIER AND
EXPOSITION AUTHORITY (MPEA)**

January 15, 2021

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Exhibits 3 – 9 are provided as separate file documents to this RFP and are available for download at the MPEA website: www.mpea.com under the link “Doing Business/Current Opportunities”

SECTION I. DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

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

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

“Authority” means the Metropolitan Pier and Exposition Authority.

“Consultant” or **“Auditor”** refers to the Proposer that is selected to provide the Services and will enter into the Agreement or Contract with the Authority

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

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

“MBE” means Minority Owned Business Enterprise.

“MPEA” means Metropolitan Pier and Exposition Authority.

“Proposal” means all materials submitted in response to this RFP.

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

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

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

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

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

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

"WBE" means Women Owned Business Enterprise.

INTERPRETATIONS

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

SECTION II. – BACKGROUND INFORMATION

BACKGROUND INFORMATION

The Metropolitan Pier and Exposition Authority, hereinafter referred to as the “Authority” or “MPEA”, is a municipal corporation existing under the laws of the State of Illinois pursuant to the Metropolitan Pier and Exposition Authority Act, as amended, 70 ILCS 210/1 *et seq.* (the “MPEA Act”).

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

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

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

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

SECTION III. – 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 (aka ASM Global)
 - b) SMG Food and Beverage LLC d/b/a SAVOR
 - c) Hyatt Regency McCormick Place
 - d) Marriott Marquis Chicago
3. An annual audit of the Retirement Plan for Employees of the Metropolitan Pier and Exposition Authority (the Plan). The Plan covers approximately 633 participants, 240 of whom currently receive benefits. The Plan is no longer accruing new benefits; current MPEA employees participate in the 401(a)/457(b) Plans. MPEA presently employs approximately 16 persons who are active participants in the Plan.

The annual audits for fiscal year ended June 30, 2020 are provided in this RFP as Exhibits 3 – 9 (available to download as separate files at www.mpea.com under the link "Doing Business/Current Opportunities").

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 Exposition Authority, 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, 2021-2025 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, 2021-2025, 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 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 two MPEA Board Meetings each year.

The Authority also seeks to have its auditor serve as consultant for the implementation of GASB 87, Leases to put the Authority in position to implement GASB 87 for the fiscal year ended June 30, 2022.

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 (aka ASM Global), SMG Food and Beverage LLC d/b/a SAVOR, Hyatt Regency McCormick Place, and Marriott Marquis Chicago). 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, 2021-2025, 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, 2021-2025 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 inquires of management regarding the methods of measurement and presentation of the required supplementary information

TERM

The Authority will engage the Consultant for an initial term of 5 years with the option to extend the Agreement for up to 2 additional years.

SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

The Proposer's written response including all mandatory submission requirements and proposal to perform the specified **Auditing Services** is due no later than **Tuesday February 16, 2021 at Noon**.

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" beginning on Friday January 15, 2021. The Authority requests that all Proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by email, referencing RFP #2021-02-M **Auditing Services** to mpeaprocurment@mpea.com to register Proposer's company as a document holder.

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

Proposers are to contact ONLY the MPEA Procurement Department at mpeaprocurment@mpea.com concerning this RFP and should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP.

The Authority will accept questions, in writing via e-mail, until 12:00 noon Central Time, on **Friday January 22, 2021**. Questions should be submitted in writing to mpeaprocurment@mpea.com. A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website by Wednesday January 27, 2021.

RFP submittals are due no later than **12:00 Noon Central Time, Tuesday February 16, 2021**. Interested parties must submit an electronic version (PDF and/or Word) of its proposal via email to mpeaprocurment@mpea.com, or via a secure file sharing platform such as Dropbox or similar, before the deadline. The email must reference the RFP #2021-02-M. The electronic copy must include Required Form F, PRICE PROPOSAL and Required Form I, MBE/WBE Compliance Plan as separate files.

At this time MPEA is suspending receipt of hardcopies.

All Proposals must be submitted with a table of contents identifying page numbers with section dividers for each item under the Proposal Submission requirements.

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

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

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Proposals received after **12:00 Noon Central Time, Tuesday February 16, 2021** may be deemed non-responsive and ineligible for consideration.

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

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

RFP SUBMISSION REQUIREMENTS

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

Proposal Submission

The following provides an outline of the information to be included to demonstrate, verify and confirm the Proposer's competence and ability to provide services similar in size and scope to the Services under the Agreement. This outline is not all-inclusive and Proposers can add information as deemed appropriate.

In its proposal the Proposer must provide information regarding the following:

1. An overview of the Proposer's approach to providing the Services to demonstrate an understanding of the MPEA's intent and objectives and how their Proposal would achieve those objectives.
2. Details of the Proposer's competence, qualifications, and past experience for at least three (3) engagements, preferably at least one from a government entity, for which Proposer has provided services similar in scope to those described in the RFP.

Include the client name, address, phone number, e-mail address, contact name, contact's affiliation and the total value of the contract and the term (start and end date).

3. A description of the Proposer's quality control program.
4. Proposer's detailed staffing plan that identifies the Project Manager and all supervisory staff expected to provide the Services, including their title and reporting responsibility, proposed role and time commitment for this engagement, and functions and tasks for which they will have prime responsibility. Proposer should also include all resumes that highlight the individual's prior experience in providing auditing and audit management services.
5. Description of the Proposer's experience in providing consulting services in connection with the implementation of complex GASB standards.
 - a) Provide a detailed Statement of Work to provide advisory services for implementation of GASB 87 including but not limited to: schedule, stakeholder participation, review and analysis of existing contracts, training, accounting requirements/changes, policies and procedures, design of internal controls, data collection, modifications in existing accounting software systems, and reporting and disclosure requirements.
6. A copy of the Proposer's most recent peer review report.
7. Copies of all business and professional licenses and permits if necessary and standard for performance of the Services.
8. Evidence of membership in professional and/or regulatory organizations relevant to the Services.
9. Financial Statements, including balance sheet, profit and loss statement, statement of cash flows, and notes to the Financial Statements for the last three years, demonstrating that the Proposer has the financial viability and ability to perform the services.
10. A description of any needs the Proposer may have to carry out the required work, and/or other relevant factors the Proposer believes should be considered for evaluation by the Authority.
11. A description of the Proposer's plan to meet the Authority's MBE/WBE goals for this RFP.

Fees

Proposer must furnish its structure of fees by completing Required Form F - PROPOSED PRICING AND FEE SCHEDULE and submitting as a separate PDF file.

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

Minority & Women Owned Business Utilization Plan

The Authority's MBE/WBE utilization requirements are set forth with particularity in Required Form I -- Special Conditions Regarding Minority and Women Owned Business Enterprises. This attachment includes various affidavits, certifications and other reporting forms, which must be submitted as a separate PDF file.

Required Forms

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

- Required Form A Form of Transmittal Letter
- Required Form B Statement of Business Organization
- Required Form C Statement of Qualifications and IRS Form W-9
- Required Form D Proposer Certifications
- Required Form E Disclosure of Lobbyists
- Required Form F Proposed Fee and Hourly Rate Schedule
- Required Form G Notification of Exceptions
- Required Form H Insurance Requirements
- Required Form I MBE/WBE Compliance Plan

SECTION V. – RFP EVALUATION

EVALUATION PROCESS

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

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

EVALUATION CRITERIA

1. **Experience and Performance:**
 - a) Whether the Proposer has sufficiently described its expertise and/or provided examples of its ability to perform the Services as listed in this RFP.
 - b) Whether the Proposer has provided appropriate and relevant references and, if not, whether the Proposer has included information as to why such references were not provided.
 - c) The results of the Proposer's most recent peer review report.
2. **Staffing and Resources:** Quality of the management experience of managers or partners assigned to this project, and the quality of all assigned personnel's auditing experience and training. Whether the Proposer's staffing plan demonstrates the commitment and needed resources for successfully completing the engagement and whether the Proposer meets the experience to serve in a consulting capacity for this engagement.
3. **Quality Control Program:** The strength of the Proposer's quality control program.
4. **Financial Stability:** Whether the Proposer has demonstrated the financial ability to perform the Services, and has provided evidence of ability to procure the required insurance.
5. **M/WBE Utilization:** The strength of Proposer's MBE/WBE Utilization Plan as submitted in response to Required Form I - Special Conditions Regarding Minority and Women Owned Business Enterprises.

6. **Proposed Fees:** The reasonableness and competitiveness of the Proposer's schedule of professional fees and maximum fee offer
7. **Ability to Contract:** The nature and extent, if any, of exceptions taken to the Form of Agreement, and the ability of MPEA and Proposer to negotiate a mutually agreeable contract.

EVALUATION AND AWARD PROCESS

The evaluation and award process is as follows:

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

SECTION VI. – CONDITIONS, DISCLAIMERS, AND DISCLOSURES

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

Signing Forms

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

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

copy of that section of corporate bylaws or other authorization such as a Resolution by the Board of Directors, which permits the person to sign the offer on behalf of the corporation. The name of each person signing the Proposal shall be typed or printed below his/her signature.

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

Ownership of Proposals

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

Improper Practices

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

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

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

Interpretation

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

Multiple Awards

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

No Criminal/Civil Liability

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

Vendor Ethics

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

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

Insurance Requirements

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

Freedom of Information Act

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

Confidentiality

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

Taxes

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

Rejection of Proposals

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

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

Protests

Any and all protests or challenges with respect to the selection of the Successful Proposer and this RFP, any of the procedures or requirements stated herein, or any other terms and conditions related to the transactions stated or contemplated herein must be asserted in writing to:

Metropolitan Pier and Exposition Authority
Attn: Director of Procurement
301 E. Cermak Rd., Chicago, IL 60616
mpeaprocurement@mpea.com

All protests or challenges concerning the process, ambiguities, or defects of the RFP must be submitted within seven (7) calendar days after publication of the RFP. All protests or challenges concerning the selection of the Successful Proposer must be asserted within seven (7) calendar days after the notification of award of the Successful Proposer. Protests shall contain a statement of reason(s) for the protest identifying any alleged violation and any specific relief sought. Failure to file any action, protest or challenges within the time frames set forth above shall constitute a full and absolute waiver to take action against, protest or challenge the RFP process or selection of the Successful Proposer.

SECTION VI. – REQUIRED FORMS

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

- A. FORM OF TRANSMITTAL LETTER
- B. STATEMENT OF BUSINESS ORGANIZATION and IRS FORM W-9
- C. STATEMENT OF QUALIFICATIONS
- D. PROPOSER CERTIFICATIONS
- E. DISCLOSURE OF LOBBYISTS
- F. HOURLY RATE SCHEDULE
- G. NOTIFICATION OF EXCEPTIONS
- H. INSURANCE REQUIREMENTS
- I. MBE/WBE COMPLIANCE PLAN

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

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

Re: **AUDITING SERVICES**
RFP #2021-02-M

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

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

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

Signed: _____

Typed/lettered name of signatory

As: _____

(Relationship to Proposer/Title/etc.)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: AUDITING SERVICES

PROJECT NUMBER: 2021-02-M

PROPOSER: _____

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

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

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

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

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

Name	Percentage Ownership

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

(g) List the names of all managing partners:

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

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

(a) Corporate or Company Name _____

(b) Date of Incorporation _____

(c) State of incorporation _____

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

YES NO

(e) Name and address of registered agent _____

(f) Fax Number _____

(g) Telephone _____ Email address _____

(h) FEIN _____

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

- (j) List each individual having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization. If no individual does, indicate "NONE".
Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).

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

Name	Percentage Ownership

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

Signatory's Name _____

Title _____

Address _____

Email Address: _____

Phone Number: _____

The person identified here will be sent the contract for electronic signature/execution via DocuSign or similar system.

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

If yes, check one: MBE WBE

Certified by:

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

(Please attach copy of current certification letter.)

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: **AUDITING SERVICES**

PROJECT NUMBER: **2021-02-M**

PROPOSER: _____

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

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

Number of consecutive years at this location: _____

Date when business was organized _____

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

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

4. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

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

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

If yes to either question, provide details. _____

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

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

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

If yes to either question, provide details. _____

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

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

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

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

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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

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

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

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

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

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT: **AUDITING SERVICES**

PROJECT NUMBER: **2021-02-M**

PROPOSER: _____

CHECK BOX(ES) TO CERTIFY:

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

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

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

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

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

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT: AUDITING SERVICES

PROJECT NUMBER: 2021-02-M

PROPOSER: _____

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

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

B. CERTIFICATION

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

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

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

REQUIRED FORM F – PRICE PROPOSAL AND HOURLY RATE SCHEDULE

NAME OF PROJECT: AUDITING SERVICES

PROJECT NUMBER: 2021-02-M

PROPOSER: _____

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 and consulting services as set forth in Section B below.

Proposer may provide a separate/supplemental table of hourly rates for the GASB 87 implementation if the team differs from the annual audits team.

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:

Title / Function *	Hourly Rate	Estimated Percentage of FTE Hours
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %

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

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

Audit	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Annual Financial Audit of the MPEA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Audit of the Retirement Plan for Employees of the MPEA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Financial Audit of McCormick Place/ASM	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Financial Audit of SMG Food and Beverage LLC (d/b/a Savor)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Financial Audit of Hyatt Regency McCormick Place	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Annual Financial Audit of Marriott Marquis/Chicago	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Proposer must also provide a separate Maximum Fee for Implementation of GASB 87/ Leases by June 30, 2022

Maximum Fee for Implementation of GASB 87
\$ _____

B. 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.

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: AUDITING SERVICES

PROJECT NUMBER: 2021-02-M

PROPOSER: _____

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

PLEASE CHECK ONLY ONE:

- PROPOSER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2021-02-M. PROPOSER ACCEPTS THE TERMS AND REQUIREMENTS OF THIS RFP AND THE FORM OF AGREEMENT AND AGREES TO SIGN THE AGREEMENT IN SUBSTANTIALLY THE FORM OF EXHIBIT 2 IF IT RECEIVES THE CONTRACT AWARD. ADDITIONALLY, PROPOSER UNDERSTANDS THAT CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.

- PROPOSER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2021-02-M. PROPOSER HAS ATTACHED A DETAILED MARK-UP OF ALL EXCEPTIONS AND/OR ADDITIONS, A DETAILED EXPLANATION OF SAID EXCEPTIONS WITH ALTERNATIVE LANGUAGE AND PLACEMENT IN THE EXCEPTED AGREEMENT TERMS TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS. ADDITIONALLY, PROPOSER UNDERSTANDS THAT ADDITIONAL CHANGES OR ADDITIONS WILL NOT BE CONSIDERED AFTER PROPOSAL SUBMISSION.

REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: AUDITING SERVICES

PROJECT NUMBER: 2021-02-M

PROPOSER: _____

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

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

a. Commercial General Liability

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

b. Workers' Compensation and Employer's Liability

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

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

c. Automobile Liability (If Applicable)

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

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

d. Umbrella Coverage

Per occurrence and Aggregate	\$2,000,000.00
------------------------------	----------------

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

- e. **Professional Liability/Errors & Omissions**
Per claim and Aggregate \$5,000,000.00
- f. **Cyber Liability**
Per occurrence and Aggregate \$1,000,000.00

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

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

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

REQUIRED FORM I – SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN
OWNED BUSINESS ENTERPRISES

EXHIBIT 1 – TIMELINE

The anticipated timeline for the RFP process is set forth below. These are target dates and are subject to change.

Request for Proposals (RFP) issued	Friday, January 15, 2021
Questions Due	12:00 noon Friday, January 22, 2021
Answers to questions issued	Wednesday, January 27, 2021
Proposal Due Date	Noon, Tuesday February 16, 2021
Interviews	TBD
Board Approval and notification of selection	March/April

EXHIBIT 2 – FORM OF AGREEMENT – Posted as Word document

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