
**Request for Qualifications
#2021-07-M**

**McCormick Place
Convention Center
Food Service Management**



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

May 19, 2021

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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 RFQ and subsequent RFP.

“Authority” means the Metropolitan Pier and Exposition Authority.

“Manager” 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 RFQ and subsequent 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 RFQ and subsequent 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 RFQ and 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.

"RFQ" means this Request for Qualifications, 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 RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ provisions. In this RFQ, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ refer to this RFQ. All section references, unless otherwise expressly indicated, are to sections of this RFQ. 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 RFQ 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 RFQ.
- B. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFQ 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 RFQ 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. Wintrust Arena, a newly constructed 10,387-seat multi-purpose arena that home DePaul NCAA men’s and women’s home basketball games and tournaments and that also serves as the home of the WNBA’s Chicago Sky franchise, is part of the McCormick Place Complex “MPC”. Two separate buildings, the Energy Center and the Corporate Center, are also part of the MPC but management of the Energy Center is the responsibility of the Authority.

The Authority also owns two big-box hotels. The Hyatt Regency McCormick Place is 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. The 1,206-room Marriott Marquis Chicago is managed by Marriott International pursuant to a management agreement between the Authority and Marriott International. While not managed by the Food Service Manager, the Successful Proposer’s willingness and ability to work with the hotels to enhance the financial performance of the Authority is critical to the Authority and will be a requirement of the Successful Proposer.

SECTION III. – OBJECTIVES AND SCOPE OF SERVICES

OBJECTIVES

The METROPOLITAN PIER AND EXPOSITION AUTHORITY, hereinafter referred to as the "Authority" or "MPEA" is issuing this Request for Qualifications (RFQ) to identify management companies capable of providing a full range of comprehensive food service management services for the McCormick Place® Complex (MPC) in Chicago, Illinois. The Authority invites submittals from qualified firms that have proven experience in major market convention or exhibition facilities' food service management.

The proposal submission and review process will consist of two phases: The RFQ phase requests that interested and qualified firms provide information regarding their qualifications and experience. The Authority will identify which firms it wishes to advance to the RFP phase.

The RFP phase will provide a more detailed scope and request that proposers submit detailed proposals including but not limited to plans for food service operations specifically at the MPC, including identification of key personnel, budgets, and fee proposals.

It is the desired goal of the Authority to have an executed management contract with the successful Proposer no later January of 2022 to allow for a sufficient transition period. The new management contract will begin July 1, 2022.

SCOPE

The Authority seeks a foodservice management company for McCormick Place. The Selected Proposer shall be the exclusive provider of all food and beverage services at all McCormick Place Complex facilities with the exception of the exclusions detailed herein. Food and beverage services shall include banquet operations, concessions operations and all special event services not otherwise excluded. The Selected Proposer shall also manage the Authority's interest and direct all Authority Contracted Retail Food Licensees who may bring specific branded, thematic, or other specialty food and beverage services to McCormick Place. Exclusions include certain hotel in-house and McCormick Place Collection events successfully contracted by MPEA's hotel managers. This Selected Proposer/ Authority Contracted Retail Food Licensee relationship shall not diminish in any way the master Agreement relationship that the Selected Proposer has directly with the Authority. A more detailed scope of services will be provided with the RFP documents. Proposers are encouraged to carefully review the current facilities management agreements posted on the MPEA website.

SECTION IV. – RFQ PROCESS AND SUBMISSION REQUIREMENTS

RFQ PROCESS

The Proposer's written response including all mandatory submission requirements and information regarding its qualifications for "**Food Service Management**" is due no later than **Wednesday June 30, 2021 at Noon**.

Proposers MUST respond to this RFQ to be considered for the RFP phase.

Requirements and procedures for providing submittals in response to this RFQ are described herein. RFQ documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" beginning on Wednesday May 19, 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 RFQ #2021-07-M "**Food Service Management**" 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 RFQ, 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 RFQ and should not rely on representations, statements, or explanations other than those made in this RFQ or in any written addendum to this RFQ.

The Authority will accept questions, in writing via e-mail, until 12:00 noon Central Time, on **Thursday May 27, 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.

RFQ submittals are due no later than **12:00 Noon Central Time, Wednesday June 30, 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 RFQ #2021-07-M.

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.

The responsibility for submitting a response to this RFQ on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Proposals received after **12:00 Noon Central Time, Wednesday June 30, 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 RFQ. 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 RFQ 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.

RFQ SUBMISSION REQUIREMENTS

Interested Proposers are to provide a thorough submittal using the guidelines presented herein. Emphasis should be on conforming to the RFQ instructions, responding to the RFQ 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 in the proposal submission 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.

Profile of Firm

- State the name, address, phone, e-mail and website of the firm; include similar information for any relevant properties it currently manages.
- Describe the firm's history and organizational/ownership structure, including an organizational chart and the length of time in operation.
- Include the same information for any firm that Proposer intends to partner with to provide these services; describe the nature of the partnership/JV/Prime-Sub relationship.
 - Include information regarding relevant Chicago accounts and size and nature of available local workforce.

Experience and Past Performance

- Summarize the Proposer's experience and number of years in managing the food services, including catering, concessions, and franchises in major market exhibition facilities or convention centers, including a list of current and former clients. Include references for selected facilities managed by the Proposer, including name, address, email and telephone numbers of key individuals who may be contacted. Also, include the listing and size of other facilities/centers the Proposer has managed. A minimum of five (5) years' experience in food service management for major market exhibition facilities or convention centers similar to McCormick Place is required, **with a strong preference for publicly owned facilities**. A firm that has not been in operation for the minimum of five (5) years may present a submittal so long as the key personnel can demonstrate the minimum of five (5) years of upper-level management experience of major market exhibition facilities or convention centers.
 - Include references and detailed information for any convention center contracts that were either terminated, not renewed, or lost in a competitive bid process in the last five years.
- For each of the entities listed above, please provide three (3) references (with the name, title, and recently verified email address and telephone numbers of the contact person and the name and address for each entity).
- For each engagement comparable in scope and complexity to the MPC, the Proposer must submit at a minimum:
 - The executed contract and any amendments (if these are not available, provide a contact who the MPEA may contact). Indicate any necessary redactions.
 - Annual budgets, actual annual financial results, variance between actual and budget, and annual operational performance achievements, including audits.
 - Provide sample operating policies and procedures and reports submitted to owner/governing body.
 - Provide sample operational policies and Hazard Analysis Critical Control Point (HACCP) procedures related to food safety.
 - Describe your event management and accounting systems and provide sample records illustrating the capabilities of your system (include sample reports).
 - Describe your experience working with labor unions in a convention center and arena setting.
 - Describe your experience integrating technology to improve customer service and speed of service.
 - Describe your sustainability programs.
 - Describe your strategic diversity and inclusion plan for employees and experience and ensuring compliance with business diversity goals, ensuring participation by MBE and WBE firms. The Authority has program goals of 25% MBE and 5% WBE.
 - Describe your process for validating to owners how food pricing, food costs, and other operational costs compare to peer institutions.
 - Describe your account oversight.

Legal Disclosures

- 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.
- Detail any disputes or claims related to Proposer's performance of similar convention center management alleging negligence within the last three (3) years.
- Detail any disputes or claims Proposer has had with owner/contracting party in performance of similar convention center management within the last three (3) years. Did any of these disputes result in termination of the contract by either party?

Financial Strength

The following financial documents must be included in each submittal. Items one (1) through six (6) below must be audited financial statements.

1. Balance Sheets for prior three years.
2. Income Statements for the prior three years.
3. Statements of Cash Flows for the prior three years.
4. Statement of changes in stockholder's equity for the prior three years.
5. Notes to Financial Statements.
6. Corporate/partnership federal income tax return for the last completed fiscal year.
7. Credit report (i.e. Dun & Bradstreet report).
8. Credit history letter(s) from financial institution(s).
9. Most recent quarterly financial statement.
10. Evidence of Insurance Coverage and Bonding Capacity

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 Compensation Models |
| ○ Required Form G | Not Used |
| ○ Required Form H | Insurance Requirements |
| ○ Required Form I | MBE/WBE Profile |

SECTION V. – RFQ EVALUATION

EVALUATION PROCESS

The Authority intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFQ. The Authority will first review the proposals to assess Proposer's responsiveness and compliance with the administrative requirements of the RFQ. 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 RFQ and subsequent RFP.

EVALUATION AND AWARD PROCESS

The evaluation and award process is as follows:

1. Review of the RFQ Proposals to assess compliance with mandatory administrative requirements
2. Detailed evaluation by the Committee of Proposer's qualifications
3. Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee)
4. Issuance of RFP to proposers from RFQ phase. On site tour.
5. Review of the Proposals to assess compliance with mandatory administrative requirements
6. Detailed evaluation by the Committee of proposals
7. Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee)
8. Contract negotiations with one or more proposers.
9. Evaluation Committee award recommendation to the MPEA's CEO and Board
10. Award decision by the Board
11. Final agreement(s) executed

SECTION VI. – CONDITIONS, DISCLAIMERS, AND DISCLOSURES

This RFQ 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 RFQ. The Authority reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFQ, 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 RFQ. It is understood and agreed that the Authority assumes no liability for the Proposer's costs incurred in responding to this RFQ.

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 RFQ indicates acceptance by the Proposer of the conditions contained within the RFQ 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 RFQ 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 RFQ, 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 RFQ. 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 RFQ, 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 RFQ 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 RFQ 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 RFQ, 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 RFQ, 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 RFQ must be submitted within seven (7) calendar days after publication of the RFQ. 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 RFQ 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. SAMPLE COMPENSATION MODELS
- G. NOT USED
- H. INSURANCE REQUIREMENTS
- I. MBE/WBE PROFILE

REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

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

Re: **FOOD SERVICE MANAGEMENT
RFQ #2021-07-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 Qualifications ("RFQ") for **FOOD SERVICE MANAGEMENT**. 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 Qualifications and is fully capable and qualified to provide the goods and or services as described within this Request for Qualifications.
3. I have read and understand the Request for Qualifications, 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 Qualifications 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 Qualification.
6. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for **FOOD SERVICE MANAGEMENT** with the Authority to perform all the services required for operations of a world class convention center.
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 Qualifications 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: FOOD SERVICE MANAGEMENT

PROJECT NUMBER: 2021-07-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.

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: **FOOD SERVICE MANAGEMENT**

PROJECT NUMBER: 2021-07-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 RFQ)

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: _____

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

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

8. 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.

9. 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.

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

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

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

12. 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: FOOD SERVICE MANAGEMENT

PROJECT NUMBER: 2021-07-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: **FOOD SERVICE MANAGEMENT**

PROJECT NUMBER: 2021-07-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 RFQ.
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 RFQ.

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 – COMPENSATION MODELS

The current Manager is paid a base fee and an incentive fee as described in the Management Agreement between Savor and MPEA.

Proposer's to this RFQ are requested to propose alternative compensation models for consideration.

REQUIRED FORM G – NOT USED

REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: FOOD SERVICE MANAGEMENT

PROJECT NUMBER: 2021-07-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. THE SUCCESSFUL PROPOSER WILL BE THE "MANAGER" IN THE EXECUTED AGREEMENT. NOTE THAT THE INSURANCE REQUIREMENTS MAY BE SUBJECT TO MODIFICATION.**

1. The Selected Contractor 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, in amounts specified by the Authority's Risk Manager. The Selected Contractor must provide the Authority with certificates evidencing such coverage prior to receiving the contract:

a. Commercial General Liability

<u>Coverage</u>	<u>Limit</u>
General Aggregate (per location) Products Liability/Completed	\$2,000,000.00
Oper. Aggregate Each Occurrence	\$2,000,000.00 \$2,000,000.00
Personal & Advertising Injury	\$2,000,000.00
Liquor Legal Liability	\$2,000,000.00
Dram Shop Statutory	Statutory

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

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$ 1,000,000.00
Per Employee - Disease	\$ 1,000,000.00

Annual Aggregate - Disease \$ 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**

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage Combined - Occurrence	\$1,000,000.00
Uninsured/Underinsured Motorist - Occurrence	\$1,000,000.00

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

d. **Umbrella Coverage**

<u>Coverage</u>	<u>Limit</u>
Occurrence/ Aggregate	\$25,000,000.00

Coverage must be in excess of Commercial General Liability, Auto Liability Liquor Liability and Employer's Liability. It must be no more restrictive than the primary coverage listed, with its limits not less than twenty-five million dollars

e. **Professional Liability**

<u>Coverage</u>	<u>Limit</u>
Errors and Omissions	
Per Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

Contractor must request architects and designers to name the Metropolitan Pier and Exposition Authority as an additional insured to their policy.

f. **Crime**

<u>Coverage</u>	<u>Limit</u>
Employee Theft / Dishonesty	\$1,000,000.00
On Premise Coverage for Theft, Disappearance, Destruction of money and securities	\$1,000,000.00
Off Premise Coverage for Theft, Disappearance, Destruction of money and securities	\$1,000,000.00
Forgery & Alterations Coverage	\$1,000,000.00
Money Orders/Counterfeit Fraud Coverage	\$1,000,000.00
Funds Transfer Fraud Coverage	\$1,000,000.00

Credit Card Fraud	\$1,000,000.00
Computer Fraud with Funds	
Transfer including wire funds transfer	\$1,000,000.00

This coverage must be evidenced on a Discovery Form

g. All Risk Blanket Builders' Risk

In the event that Contractor undertakes any construction for the performances of the services, Contractor shall provide All Risk Blanket Builders' Risk insurance to cover all materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility.

Coverage Extensions

Business Interruption
 Loss of Revenue
 Loss of rents
 Loss of use of Property

h. Contractor's (Site Specific) Pollution Liability Insurance.

To be carried for all construction projects managed by the Contractor

Coverage

A broad form Contractor's (Site Specific) Pollution Liability Insurance Policy which covers losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the services and operations of the Contractor and all subcontractors pursuant to the Agreement. Such policy:

Shall apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.

Shall provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.

Shall provide coverage for liability resulting from the transportation of hazardous wastes.

Shall be written with a per occurrence limit of liability of \$5,000,000 for each occurrence and a policy aggregate of liability of \$5,000,000.

Shall contain a deductible no greater than \$100,000.

i. Cyber Liability – Aggregate Limit of \$1,000,000

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All

amounts owed by Contractor to the Authority as a result of the liability provisions of the Contract shall be paid on demand.

4. Contractor 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 coverages must contain a Waiver of Subrogation in favor of the MPEA
7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees are named as an additional insured.
9. Subcontractors performing services for the selected contractor shall maintain coverage and limits equal to or greater than the proposer.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail and at least 30 days' notice if canceled for non payment of premium.
11. The Authority maintains the right to modify, delete, alter, or change the requirements.

Selected Proposer (“Manager”) will also be required a Performance Bond.

Performance Bond.

- A.1.** Prior to the commencement of the Term and throughout the Term hereof, Manager shall provide to the Authority a performance bond in the amount of Three Million Dollars (\$3,000,000) to protect the Authority against loss due to the inability or refusal of Manager to perform under this Agreement. The cost of the performance bond shall not be a Direct Operating Cost. The bond should be issued by a corporate surety or sureties acceptable to the Authority, and licensed and authorized to do business in the State of Illinois. The Surety Company for the performance bond must be listed as a certified Surety in the most recently published “Listing of Approved Sureties” in the U.S. Dept of Treasury Circular 570. [www.fms.treas.gov/c570].
- A.2.** The performance bond effective on the date of this Agreement will remain in full force and effect until this Agreement is completed in its entirety. Said bond shall provide that it will not be canceled or materially altered or changed without first giving 30 days’ notice to the Authority, sent by certified mail, return receipt requested.
- A.3.** If the bond is canceled during the Term of this Agreement, Manager must provide a new performance bond prior to the existing bond cancellation date. If Manager is unable to provide a replacement bond, Manager must provide an alternate source of financial assurance satisfactory to the Authority. Alternate financial assistance could be in the form of a certified check or letter of credit.

REQUIRED FORM I – MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PROFILE

NAME OF PROJECT: FOOD SERVICE MANAGEMENT

PROJECT NUMBER: 2021-07-M

PROPOSER: _____

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

If Yes, complete 1 – 4 below:

1. Check the Status of Proposer:

Minority-Owned Business Enterprise (MBE)

Women-Owned Business Enterprise (WBE)

2. Gender:

Male
 Female

Race/Ethnicity:

Black/African American
 Hispanic American
 Asian American
 Native American
 White American

Type of Firm:

Partnership
 Sole Proprietorship
 Corporation
 Limited Liability Company (LLC)
 Other _____

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

MPEA neither certifies nor decertifies a firm's MBE/WBE status. Rather, it accepts the current certifications of other agencies whose policies and procedures are consistent with the requirements of Section 23.1(b) of the Act. MPEA presently accepts certifications from the City of Chicago, Chicago Minority Business Development Council, County of Cook, Women's Business Development Center, and the State of Illinois through its Central Management Services Division.

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

Identify Agency certification is pending with: _____

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