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

**McCormick Place
Convention Center
Food Service Management**



**METROPOLITAN PIER AND
EXPOSITION AUTHORITY (MPEA)**
September 1, 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 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 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 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.

"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. Wintrust Arena, a 10,387-seat multi-purpose arena that hosts 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.

The Authority also owns two convention center hotels. The Hyatt Regency McCormick Place is a 1,258-room hotel and conference center located adjacent to McCormick Place. The Hyatt Hotels 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 reputation and financial performance of the Authority is critical to the Authority and will be a requirement of the Successful Proposer.

OBJECTIVES

The METROPOLITAN PIER AND EXPOSITION AUTHORITY, hereinafter referred to as the “Authority” or “MPEA” is issuing this Request for Proposals (RFP) 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 prequalified firms that have proven experience in major market convention or exhibition facilities’ food service management.

The Authority is committed to ensuring that the future foodservice experience at McCormick Place is second-to-none. This includes providing the highest quality banquet/catering and special event services. It also includes providing restaurant style services in the concession/cash businesses on the McCormick Place campus. The MPEA is committed to delivering a superior level of service in an environmentally responsible manner at a price that is competitive with our prime, national, and regional competitors in the convention center industry.

The proposal submission and review process consist of two phases: The RFQ phase requested that interested and qualified firms provide information regarding their qualifications and experience. The Authority has reviewed and identified the qualified firms which have been invited to submit a proposal to the RFP phase.

The RFP phase provides a more detailed scope and requests 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, as outlined herein.

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

SECTION III. – SCOPE OF SERVICES

3.1 SCOPE OF SERVICES

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 specifically 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 with the use of rooms S100 through S106 in the South Building. 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. Proposers are encouraged to carefully review the current facilities management agreements posted on the MPEA website.

Services include, but are not limited to:

- A. Hire, train and manage all personnel necessary to provide the food and beverage services.
- B. Provide catering services including but not limited to advance sales, hiring and scheduling of all required staff; all necessary food preparation and service operations; delivery of all catered services; and cleanup and restoration of service areas.
- C. Strategically collaborate with the Authority sales team to maximize event sales.
- D. The provision of food and beverage services to meeting rooms and licensed event organizer management offices used by customers. Services may range from snacks to elaborate catered meals. These services will require constant attention from the Manager for re-supply and freshness purposes and may require immediate removal of services at specific times.
- E. The provision of food and beverage services to exhibitors at conventions and trade shows, with food and/or beverage items served directly to the exhibitors' booth/display location.
- F. The provision of concession services for all scheduled events at the convention center, including move-in and move-out periods as required by convention center management. Concession services shall include at a minimum advance preparation of concession areas; scheduling of all necessary staff, equipment and supplies, food products and

beverages; operation during the hours specified by McCormick Place, ongoing housekeeping service in concession areas during operating hours; and equipment removal and storage, and cleanup and restoration of concession areas.

- G. The provision of portable “thematic” food service, such as specialized or ethnic foods and beverages with related thematic presentations, portable carts and displays.
- H. The provision of temporary retail and moveable kiosks, including on the floor catering and vending machines.
- I. Utilization of mobile platforms to expedite ordering remotely or onsite.
- J. Procurement and management of third-party licensees, and Starbucks (Franchisee).
- K. When unique food and beverage services that the Manager is unable to provide are requested, the Manager shall subcontract food and beverage service operations for that event or service to a local specialty catering company approved by the Authority.
- L. The periodic operation of an employee cafeteria for union staff.
- M. Servicing and management of vending machines.
- N. Other ancillary services, such as coat check and managing the onsite rooftop garden.

Excluded activities include the following:

- A. Any food and beverages provided by Vendors designated as MPEA contracted retail food licensees.
- B. Food and beverage distributed by exhibitors under a facility approved policy for sampling.
- C. Food and beverage brought into the facility as part of the facility defined “Personal Consumption Policy.”
- D. Food and beverage service provided by an MPEA hotel manager in the S100 through S106 in the South Building. Food service manager and hotel manager must cooperate to ensure compliance with each contract.

3.2 STANDARD OF PERFORMANCE

All services must be performed with that degree of skill, care, and diligence normally shown by a professional performing service of comparable scope, purpose and magnitude.

3.3 FOOD AND BEVERAGE SERVICES

The sale of all products and the performance of all services will be subject to the approval of the Authority. All services must be performed in a first-class manner demonstrating the highest level of customer service and product quality. In connection with the services, the Manager shall be responsible for the following, without limitation:

- A. Ordering, receiving, cataloging and storing all food and beverage products, supplies and equipment; maintaining all such supplies and equipment in good working order; replacing equipment according to a schedule proposed by Manager and approved by the Authority;
- B. Moving food and beverage products, supplies and equipment to the storage and preparation areas or to the designated event or other McCormick Place location;
- C. Preparing and serving all food and beverage for guests;
- D. Cleaning all areas used in preparing, storing, transporting and serving food and beverage;
- E. Managing and overseeing all food and beverage outlets, whether operated by the Manager or an Authority Contracted Retail Food Licensee;
- F. Conducting operations in a manner consistent with federal, state, and local regulations and industry best practices with regard to safe food handling and mitigation of risk of food borne illness; and
- G. Adhere to public health protocols in response to mitigating the spread of any infectious diseases and to help the facility maintain GBAC STAR accreditation.

The Manager must provide the services in the form of banquet operations and concession operations of the nature and in the locations set forth herein. If the Authority adds facilities to McCormick Place not contemplated herein, the Authority reserves the right to renegotiate with the Manager a contract for services in the new facilities.

3.3.1 Banquet Operations

The Manager shall manage and operate a catering program that successfully markets and operates full food and beverage services for meetings, receptions, VIP functions, show floor booths, banquets and related functions. Manager must be able to execute events ranging in size from very small to several thousand attendees. The Manager must be able to execute a broad array of culinary options for the Authority's clients, from local Chicago favorites such as Chicago dogs, hot Italian beef sandwiches and deep-dish pizza, to high end fine dining from a variety of cultural backgrounds.

While the Authority generally intends for the Manager to have exclusive rights at McCormick Place to provide all food and beverage products and services, including

alcoholic beverages, the Authority reserves the right to engage or contract for outside banquet services for certain events. The Authority shall possess the ability to designate an alternate food and beverage provider. This outside banquet service shall not sell alcoholic beverages or use Authority owned equipment. The Authority agrees to limit the use of this option to no more than six (6) times per year.

Banquet operations requires constant and timely attention to ensure product quality and customer service to the Clients of the Authority. Except as otherwise provided herein, the Manager has the limited exclusive right to provide the banquet operations at McCormick Place in locations that are outlined below in “Required Locations” and in any other space not listed below but which, during the term of the Agreement, may be designated by the Authority as an additional location for banquet operations.

A. Required Locations

Banquet operations will be required in the following locations: ballrooms, show floors, meeting rooms, exhibit booths, permissible outdoor spaces and any other space designated by the Authority and as further detailed in Exhibit 1. Banquet operations in exhibitor booths on the show floor include food and beverage being delivered, setup and served based on a “Booth Service Menu” which will be developed by the Manager and subject to the approval of the Authority. This service may range from an elaborate meal to a simple coffee service and is available for all Events. Banquet operations must also be provided in the following specific locations, each of which is used for public trade shows. Banquet operations are not limited to these locations.

(i) The South Building

- a. Ballrooms: The Grand Ballroom (S100) is 33,740 square feet and seats 2,249 people for banquets. The Vista Ballroom (S406) is 21,365 square feet and seats 1,424 people for banquets.
- b. Meeting Rooms: The South Building contains 39 meeting rooms on three different levels of the building.
- c. Show Floor: The South Building show floor features 840,000 square feet of exhibit space. As a point of references, the largest banquet served on the show floor in this building was for 12,000 people.

(ii) The North Building

- a. Ballrooms: None located in the North Building.
- b. Meeting Rooms: The North Building contains 29 meeting rooms on three different levels of the building.
- c. Show Floor: The North Building features over 700,000 square feet of exhibition space with show floors on two levels.

(iii) The Lakeside Center

- a. Ballrooms: The Lakeside Ballroom (E364) is 44,715 square feet and seats 2,981 people for banquets.
- b. Meeting Rooms: The Lakeside Center contains 40 meeting rooms on three different levels of the building.
- c. Show Floor: The Lakeside Center features over 583,000 square feet of exhibition space with show floors on two levels. As a point of reference, the largest reception served on the show floor in this building was for 13,000 people.
- d. Outdoor Space: The Lakeside Center Outdoor Terrace is used for receptions and outdoor concessions on the Level 3 terrace facing Lake Michigan. As a point of reference, the largest outdoor reception was for 3,000 people.

(iv) The West Building

- a. Ballrooms: The West Building Ballroom (W375) is 103,760 square feet and can be divided into five separate sections varying in size from 16,859 to 29,387 square feet.
- b. Meeting Rooms: The West Building contains 62 meeting rooms on two different levels of the building.
- c. Show Floor: The West Building features 470,000 square feet of exhibition space with the show floor on one level.
- d. Outdoor Space: The West Building Rooftop Garden is approximately 11,000 square feet and is utilized for receptions for up to approximately 600 people.

(v) Wintrust Arena

- a. 22 Suites and other locations as depicted in the referenced map:

<https://wintrustarena.com/wp-content/uploads/2018/05/Wintrust-Arena.pdf>

- b. The arena floor can be converted to accommodate various events: <https://wintrustarena.com/arena-info/>

3.3.2 Concession Operations

The Manager shall also successfully maximize the integration of concessions sales outlets and services for all convention center events, including fixed and mobile concession stands; cafés and food courts; lounges; and mobile and themed concepts and carts. Subject to the limitations stated herein, the Manager has the limited exclusive right to provide the concession operations at McCormick Place in the manner set forth below. The concession operations require constant and timely attention to ensure product quality and customer service to the clients and guests of the Authority. The concession operations include the following: selling food and beverage at restaurants, bars, cafes, fast food outlets, permanent concession areas, portable concession, and in any other spaces not listed below but which, during the term of the agreement, may be designated by the Authority as an additional location for concession operations. The Authority desires unique, branded (local, regional, and

national), and diverse concession facilities to be operated throughout the McCormick Place campus, with a focus on Chicago area owned and operated concepts that reflect the local culinary landscape. These will include, but will not be limited to, mobile-thematic, semi-fixed kiosks or other apparatus, fixed kiosks, and fixed foodservice operations. In addition to self-operated concessions operations, the Manager will have the opportunity to operate franchised outlets and will be required to manage all MPEA Contracted Retail Food Licenses and integrate their operations into a seamless package of concession offerings to customers, vendors, and employees of McCormick Place.

A. Franchises

In order to provide greater variety and customer satisfaction and comfort, the Manager may choose to utilize franchise agreements with locally, regionally, or nationally recognized branded food-service operations for the delivery of concession services.

- (i) A franchise will be operated by employees of the Manager.
- (ii) The Authority will have final approval over the selection of potential franchises and all terms of any agreement between the Manager and the grantor of the franchise.
- (iii) The Manager will be required to provide any products or services in a manner which is clearly identifiable with the standards established by the grantor of the franchise.
- (iv) Any new franchise or licensed outlet must adhere to rules set forth in the collective bargaining agreement, or new terms must otherwise be negotiated between the Manager and the labor union.

B. MPEA Contracted Retail Food Licensees

The Authority currently has and may in the future enter into direct license agreements with third parties which provide a variety of food services including vending, national branded fast-food operations, and portable food services at McCormick Place. The Manager shall oversee operations of these Authority contracted retail food licensees. The Manager will manage these agreements and will be responsible for ensuring that all terms of the retail food licenses are adhered to fully, manage the daily opening and closing of these vendors to coordinate with the Manager's offerings, collect required payments from the MPEA Contracted retail food licensees, remit these payments to the Authority, and at the request of the Authority will assist with the soliciting of additional retail food licenses. In consideration, the Authority will compensate the Manager a bid percentage of the retail food license revenue. The current MPEA Contracted retail food licensees include the following:

- (i) McDonald's;
- (ii) Connie's pizza restaurant; and
- (iii) Miscellaneous portable food vendors.

C. Required Locations

Concession Operations must be provided on the show floors of each building in McCormick Place in permanent and temporary locations designated by the Authority. The designations are based on show schedules, locations, and constraints imposed by the Authority or by show management of an Event. Concession Operations must be provided in the following specific locations of McCormick Place and must be open during show hours, some move-in and move-out periods, and during other events designated by the Authority. The Authority will work with the Manager to ensure adequate coverage of concession operations for each Event. The Authority will have final authority in determining which concession locations must be open and operational for each event. The Authority shall have the right to determine which concession area(s) must be open and the hours of operation.

(i) The South Building

- a. Permanent and Portable Concessions on the show floor. Concession operations are required on the show floor during show activity and may be provided at Café A1 and A1 located on raised platforms within the South Building and from two concession stands located on the south end of the show floor and a grab and go outlet on the north end of the show floor. The halls must also be served by portable concession operations upon request by the Authority or a Client.
- b. A permanent coffee stand located on Level 2.5 of the Grand Concourse
- c. The Fine Print Restaurant – Employee Cafeteria
- d. Bar South and Café South (located in the S100 level)
- e. The Plate Room Food Court – multi-cuisine food court

(ii) The North Building

- a. Permanent and Portable Concessions on the show floor. Concession operations are required in the Grand Concourse Lobby, on the show floor and in permanent locations in Halls B1, B2, C1 and C2 during show activity. The halls must also be served by portable concession operations upon request by the Authority or a Client.
- b. Starbucks (Franchisee)
- c. McDonald's (Retail Food Licensee)
- d. Café North ("grab and go" dining)
- e. 23rd Street Café
- f. Jamba Juice
- g. A semi-permanent grab and go location on Level 2. Used as a portable cart staging area on an as needed basis.
- h. Connie's Pizza restaurant (Retail Food Licensee)

(iii) The Lakeside Center

- a. Permanent and Portable Concessions on the show floor. There are no permanent concession locations on the show floor in Halls D1, D2 and E of Lakeside Center, and they are serviced entirely by portable concession operations. Concession operations are also required on the Level 2 Lobby in front of the Arie Crown Theater to service patrons of the theater before shows and during intermission. Concession operations must also be offered on Level 3 East Outdoor Terrace during certain summer Events when weather permits and upon request of the Authority or a Client.
- b. Bistro 23 (panini and other sandwiches)
- c. Lake Side Café (pizza, sandwiches, and salads)

(iv) The West Building

- a. Permanent and Portable Concessions. Concession operations are required within Hall F, which may be served by portable concession operations, and from the Overlook Café located on raised platforms and from other permanent concession stands located at each end of the show floor. Hall F must also be served by portable concession operations upon request by the Authority or a Client.
- b. La Brea Sandwiches and Soup
- c. Starbucks Coffee House (Franchisee)
- d. West Building Food Court (multi-cuisine food court)
- e. Coffee café station (Level 1)
- f. “270 degrees” (used for VIP functions and Event Client catering and meetings)

(v) The Wintrust Arena

- a. Six Permanent concession stands: Three on Level 2, Three on Level 3
- b. Coors Bar: Large – Level 2; Small – Level 2
- c. DIBS Club: Level 2
- d. Courtside Club: Level 1
- e. 22 Suites: 10 on Level 3; 12 on Level 4
- f. Hot Dog Portable

3.3.3 Portable Foodservice

The Manager shall be required to provide portable food outlets for McCormick Place events. The Manager may use a combination of self-operated internal and franchise brands as well as Authority contracted retail food licensees to provide specialty items, which can be sold on a case-by-case basis on the show floor or other approved locations. Portable concession operations will take the form of both mobile thematic carts and portable kiosks. All such pieces of equipment will be new and custom designed to fit the needs of McCormick Place. Equipment shall be fully outfitted with millwork, special lighting and graphics program, shall be UL and NSF approved, and

shall highly merchandise the products being sold to clients and guests. Examples of various types of foodservices to be served in this equipment are identified below. However, the types of vendors represented are *examples only* and are not required for the Proposal.

A. Authority Owned Portable Kiosks

- 2 - Market carts
- 2 - Third Coast Roast
- 2 - Heartland Burger
- 1 - Midwest Melt
- 1 - Italian Beef
- 1 - Grinder Cart
- 1 - Walking Taco Cart
- 1 - Luzita's Taco Cart
- 1 - Hot Dog (Large)2 – Hot Dog (Small)

B. Subcontractors: The extent of the current subcontracting and use of approved vendors allowed under the CBA is as follows:

- (i) **Robinsons Ribs:** Rib, Chicken Breast, Pulled Pork, Chopped Steak, and Pulled Turkey Sandwiches. Rib Tips, Hot Links, Catfish and Chicken Fingers, Water, Soda, Chips, and Deserts from Mobile Cart Locations.
- (ii) **Butch's Lemonade:** Lemonade, Soft Pretzels, Water, Soda and Chips from Mobile Cart Locations.
- (iii) **Ryba's:** Ice Cream, Water, Soda, Fudge and Candy from Mobile Cart Locations and one built in location on Level 2.5 of the North Building.
- (iv) **Liquid Concessions:** Coffee, Soda, Water, Pastries, Popcorn, Nuts and Smoothies from Mobile Locations for Retail Sale (non-banquets).
- (v) **Connie's Pizza:** Pizza, Sub Sandwiches, Salads, Water, Soda, Chips, Cookies, Coffee from Mobile Carts and one pennant location on Level 2 of the North Building.
- (vi) **McDonalds:** McDonalds Products from a single permanent location on Level 2 of the North Building.
- (vii) **Unnamed Kosher Concession Company:** The employer will select a single Kosher Concession Company to sell kosher specific food, for concession sales, at the request of clients. This subcontractor will not be used in place of

bargaining unit employees in work that they could or would otherwise perform under this agreement.

- (viii) **Ambrosia:** Organic Sandwiches, Organic Salads, Organic Snacks and Organic Beverage from Mobile Cart Locations.
- (ix) **Cappuccino Catering:** Exhibitor Coffee and Specialty Coffee Services, Berry Chill Retail, Assorted Nuts, Trail Mix and Dried Fruit from Mobile Cart Locations.
- (x) **Crepes-a-Latte:** Exhibitor Coffee and Specialty Coffee Services from Mobile locations.
- (xi) **Quality Catering:** Dock Mobile Food Truck.
- (xii) **Mimi's Churros:** Churros, Popcorn, Soda, Water, and Cotton Candy from Mobile Cart Locations.

The Authority reserves the right to replace Connie's Pizza, McDonald's, Robinson's Ribs or Ambrosia with subcontractors offering similar products. For example, if the Authority severed its subcontracting relationship with McDonald's, the Authority may subcontract the location on Level 2 of the North Building to a Burger King. If any of the other subcontractors has ceased or ceases business during the term of this agreement, 1) if the Authority does not replace the subcontractor, the Authority will conduct any operations in the spaces they formerly occupied exclusively with bargaining unit employees; 2) if the Authority decides to replace the subcontractor, the Authority will require that the subcontractor enter into a card check/neutrality agreement. All work not listed above shall be performed exclusively by bargaining unit members.

3.3.4 Vending Services

The Manager will be responsible for maintaining a food, snack, and hot beverage vending program at McCormick Place in locations to be designated by the Authority. All revenue from the program will be reported as part of other income and part of gross receipts on the financial statement. All soft drink beverage machines under the exclusive beverage sponsorship agreement with the Authority's soft drink sponsor are excluded. These beverage machines are under the direct control of McCormick Place. All revenues from these machines are paid directly to McCormick Place and shall not be counted as gross receipts. The Manager may not install any vending machines or devices of any type or kind without the prior written consent of the Authority.

3.3.5 Non-Event Related Concession Operations

The Manager will be required to operate some concession operations on a daily basis, even when there is no event-related activity at McCormick Place. Currently, McDonald's and Connie's remain open daily, regardless of convention center activity. The location shall provide complete meal service (e.g., sandwich, snack and beverage service) and shall be operated without a minimum sales requirement. The decision as to which concession location will be open will be a result of communications between the Authority and the Manager but will be determined by the Authority alone.

3.3.6 Concessions Pricing

The Manager shall present every year for the Authority's review and approval its written proposal for concessions pricing for the upcoming Fiscal Year.

3.3.7 Catering Pricing

The Manager shall present every year, for the Authority's review and approval, its written proposal for catering pricing for the upcoming fiscal year.

3.3.8 Existing Contracts

The Manager shall honor the guaranteed pricing of the incumbent food and beverage services Vendor for all Fiscal Year 2023 and Fiscal Year 2024 events that have executed food and beverage proposals and/or contracts, as applicable.

3.3.9 Employee Cafeteria

The Manager shall provide an employee cafeteria when union employee staffing levels surpass thresholds determined jointly by the Manager and the Authority. Specific operating hours will be determined on a case-by-case basis.

3.3.10 Hours of Operation

The Authority, after consultation with the Manager, will have final approval of hours of operation for concessions operations.

3.3.11 Alcoholic Beverage Service

The Manager shall offer alcoholic beverages for sale to the extent permitted by, and in accordance with, local law. Such sales are to be confined to on-premises consumption in the convention center. Alcoholic beverages may not be sold or dispensed in unbroken packages for the purpose of permitting the unbroken packages to be carried off the premises.

The final approval of the sale of alcoholic beverages at any event or in any designated area of the convention center shall be at the discretion of the Authority. The Manager shall have the sole responsibility for the decision to serve or refuse service of alcoholic beverages to any individual.

All Manager employees involved in the sale and service of alcoholic beverages shall be trained by a vendor in effective Alcoholic Beverage service and awareness. This training may include, without limitation, policies and procedures developed by the Manager dealing with alcohol management and a nationally-recognized program such as "Techniques for Effective Alcohol Management" ("TEAM") or "Techniques for Intervention Procedures By Servers of Alcohol ("TIPS"). In addition, City's event staff shall cooperate reasonably with Manager in enforcing Manager's policies and practices for the lawful and safe service and sale of alcoholic beverages, including the prevention of sale to minors of alcoholic beverages, and City shall cause its event staff to undergo appropriate training in managing alcoholic beverage issues at public event venues.

3.3.12 Americans with Disabilities Act

Manager will provide all services in a manner consistent with the requirements of the Americans with Disabilities Act (ADA) as amended. Included in this requirement is consideration for persons with hearing, vision, communication, cognitive and physical impairments to a major life function.

3.4 SPECIALIZED OFFERINGS

Manager shall provide a diverse range of offerings to meet ever-changing customer requests. The Vendor must be able to directly provide at a minimum the following types of specialized food and beverage services:

- A. Organic
- B. Locally grown and raised
- C. Free of Ingredients Containing Gluten
- D. Healthy Options in both the banquet and concessions operations.
- E. Vegetarian
- F. Vegan

Additionally, the Manager must either be able to provide directly or engage a sublicense which can provide kosher options or full kosher catering for requesting events. As dietary recommendations, requirements and preferences change over time, Manager will be required to add offerings to meet these evolving requests through the term of the agreement.

3.5 OTHER SERVICES

The Manager will operate a coat and luggage check similar in quality and service to that of a first-class hotel in the Chicago area. Coat and luggage check may be operated in a permanent location or in an area designated by the Authority and/or show management. The hours of operation will vary based on the Event schedule.

3.6 LABOR / STAFFING

The Manager shall employ, train and supervise the necessary personnel to provide all services contemplated by this RFP, including the key personnel set forth below. The provision of key personnel is a material inducement for the Authority to award a contract. Accordingly, all key personnel, including any replacement for any individual in the positions identified below, are subject to approval of the Authority. All food and beverage services employees shall be employees of the Manager, and not of the Authority. The Manager shall be an independent contractor, and the contract shall not in any way create or form a partnership or joint venture with the Authority.

3.6.1 Key Personnel

- A. Manager's General Manager.** The Manager must have a General Manager, a chief on-site operating administrator, who will be responsible for McCormick Place. This candidate must have a minimum of five (5) years' experience in an executive position in a major market US convention center, convention hotel or business hotel rated 4-stars or above. The Manager's General Manager will have no other assignments and will work on a full-

time basis. The Manager's General Manager requires the approval of the Authority.

- B. Manager's Assistant General Manager.** The Manager must have an Assistant General Manager, the "second-in-command" position, who will work on a full-time basis and will be responsible for the Manager's day-to-day staff supervision and operations as required for the performance of the Services.
- C. Director of Banquet Operations.** The Manager must have a Director of Banquet Operations whose duties will be the management and overview of all hosted catering and pre-ordered foodservices throughout the McCormick Place campus. This candidate must have a minimum of three (3) years' experience in a management position in a major market US convention center, convention hotel or business hotel rated 4-stars or above. Special emphasis on quality, speed of service, and employee training will be key components of this position.
- D. Director of Concession Operations.** The Manager must have a Director of Concession Operations with experience and knowledge in the concessions, and branded product business to head up all elements of this critically important service. Such individual should possess at least five (5) years' of continuous experience as the senior manager of a major entertainment venue whose primary service is food/beverage and entertainment.
- E. Executive Chef.** The Manager must have an Executive Chef who will be chief chef at McCormick Place. The Executive Chef will have no other assignments and will work on a full-time basis throughout the term of the agreement. This candidate must have a minimum of five (5) years' experience in an executive position in a major market US convention center, convention hotel or business hotel rated 4-stars or above. The qualifications of such individual, including selection or replacement, shall be subject to the review of, and acceptable to, the Authority. Such Executive Chef shall be immediately available whenever any of the concession operations are open for business and, unless otherwise expressly authorized in writing by the Authority, whenever the Authority is providing banquet operations to an event at McCormick Place. The Executive Chef shall spend substantially all of his or her working hours at McCormick Place.
- F. Corporate Executive.** The Manager will assign one (1) Corporate Executive as the direct contact between McCormick Place and the Manager's corporate office and will notify the MPEA of any name changes during the course of the term, including any extension periods.
- G. Director of Finance.** The Manager must have a Director of Finance position that will be responsible for all financial obligations relating to McCormick Place. This candidate must have five (5) years' experience in a

management position in a major US convention center, convention hotel or business hotel.

H. Human Resources Director / Manager. The Manager must have a Human Resources Manager specifically for the McCormick Place Campus. The candidate must have experience with a union labor force and collective bargaining agreements.

3.6.2 Management Proposal

On a yearly basis, the Manager shall present a management plan, including every foodservice management position proposed, for review and approval by the Authority. This list shall include all permanent managers, directors, and supervisors with salary and bonus recommendations for the year. Once approved by the Authority, no portion of the plan may be changed, amended or deleted without the approval of the Authority. Due to the changing volume of business, the Authority may permit the Vendor to adjust the labor schedule upon written notification.

3.6.3 Collective Bargaining Agreement

The current food service manager has entered into a collective bargaining agreement with Unite Here Local 1.

3.6.4 Cost of Labor Negotiations

The Authority must approve, in advance, the cost of labor negotiations for labor contracts for McCormick Place. If the cost is in direct relation to a negotiation that is specific to McCormick Place, then the Authority will consider this fact prior to determining whether the cost is a direct operating cost or a corporate expense to be paid by the Manager. The cost of general negotiations that are not specific to McCormick Place operations will not be considered a direct operating cost and must be paid by the Manager.

3.6.5 Training

- A. All Manager employees working at the facilities shall complete a mandatory orientation program specific to the facilities, to include the required customer service standards of the facilities, prior to starting work at McCormick Place.
- B. The Manager shall train and closely supervise each employee so that each employee knows, understands and complies always with the high standards of cleanliness, courtesy and service required by the Authority.
- C. The Manager shall ensure that its employees are trained and maintain current certifications (if required) in customer service, alcohol serving and awareness, cashiering, food merchandising, banquet service, workplace safety, First Aid, substance abuse recognition, emergency response, and other disciplines generally required for the provision of food and beverage services.

3.7 SUSTAINABILITY

McCormick Place benefits significantly from a reputation as an environmentally conscious facility. The Manager will be required to develop and maintain policies, practices, and procedures which are consistent with a sustainable, environmentally responsible operation. The Manager will be expected to minimize the impact of operations on the environment through programs aimed at limiting consumption of non-renewable resources and encouraging reuse and recycling of waste streams. At a minimum, the Manager will ensure the following:

- Certification in compliance with the current Event Industry Council Sustainable Events Standard, Bronze level.
- Achievement of Silver level standards by year three of the contract and maintenance of at least Silver level standards for the terms of the contract.
- Development and implementation of an innovative, actionable sustainability plan specific to MPC.
- Consistent support of sustainability efforts and achievement of, at minimum, an annual diversion rate of 60%.
- Successful third party audited sustainability certification or recognition such as Green Seal, in addition to the EIC Sustainable Event Standards certification for Food and Beverage.

To achieve the maximum sustainability incentive goal, the Manager must create a positive green reputation and achieve the Event Industry Council Sustainable Event Standard Gold or Platinum certification levels.

The Manager must coordinate with the Convention Center Management as well as the Authority maintenance and operations team to create synergy as it relates to sustainability efforts. To ensure achievement of the Authority goals and objectives, the Manager will contribute to and participate in quarterly and annual reviews of the sustainability program. The program review will include revision of the sustainability plan and address performance metrics including innovation metrics.

3.7.1 Planning

One month prior to the conclusion of the contract year, the Manager will present a final report summarizing all sustainability related activities in the previous year, including ongoing and event specific programs as well as initiatives undertaken during the reporting year. The report should provide detail on the environmental impact and any additional costs and/or savings related to each program or initiative. In the first 30 days of the initial year of the contract, the Manager will submit the sustainability plan for the first year of operations. This plan will include a chronology for implementing all portions of the plan, including sustainability, proposed metrics, and goals for the first year of operation. During the first year of operations, emphasis should be placed on the rapid implementation of all requirements, and the development of baseline measurements of effectiveness.

3.7.2 Purchasing

- A. The facility currently provides recycled/recyclable and compostable and/or biodegradable service ware including, serving containers, flatware, cups, straws, etc. in concession areas and when using disposable goods in banquet operations. The Manager shall review these offerings and ensure that all disposable service ware is selected based on cost, quality, and ease of sorting into a desirable diversion stream.
- B. The Manager shall consider the packaging of goods when making purchasing decisions. When selecting items of closely comparable price and quality, preference should be given to goods which are delivered in readily reusable or recyclable packaging and which minimize packaging.
- C. The Manager shall develop a purchasing network of organic and local growers and providers of locally raised meat and fish to meet customer requests for those items. Manager will actively market the availability of these options to customers and may charge a reasonable premium for additional cost in providing these options.
- D. Manager shall consider the efficient use of natural resources when evaluating equipment purchases. When evaluating items of closely comparable price, preference should be given to the equipment which uses resources most efficiently.

3.7.3 Diversion and Minimization

The Manager shall participate in the facility-wide effort to divert waste from landfills through reduction, reuse, and recycling. At a minimum, the Manager shall:

- A. Separate and divert the following streams from landfill waste for back of house areas including all kitchens, warehouse, preparation, and storage areas or other non-public areas utilized by the Manager and for all banquet functions.
 - 1) Cardboard
 - 2) Paper
 - 3) Recyclable Plastic
 - 4) Tin and Aluminum
 - 5) Wood Pallets
 - 6) Grease
 - 7) Compostable food product
- B. Divert the following streams from landfill waste for all public concession areas at all times:
 - 1) Cardboard
 - 2) Paper
 - 3) Recyclable Plastic

- C. Upon request from a facility-contracted show manager, the Manager shall provide a separate diversion stream for composting of food product and compostable service ware in public concession areas. In the absence of a practical method to ensure a separate composting stream can be maintained without attendants, Manager will not be required to set-up separate composting streams in public areas unless the requesting show or facility provides attendants or compensates the Manager to provide attendants for this service. Manager may provide a separate composting stream in public areas at any time but will not be required to do so.
- D. Manager shall not use or allow subcontractors to use any serving container, service ware, or other utensils composed of polystyrene (#6) plastics in the absence of a viable, recycling or reuse program for those materials.
- E. Manager will utilize bulk dispensing over individual serving packets when available, appropriate to the function or at the request of a customer, and when consistent with public safety protocols.
- F. The Manager shall operate and offer to show managers a donation program which matches charitable organizations with excess un-served food which has been purchased by events, but not consumed. The Manager will be required to report to the facility and the show manager on an individual event basis the name of the charitable organization(s) receiving donations through the program and the quantity by weight of product donated and any other agreed upon statistics. Additionally, the Manager will be required to report a summary of the same information on a monthly and annual basis.
- G. The Manager will utilize prudent energy management practices and procedures to minimize its utility consumption.

3.7.4 Chemicals

Manager must use non-toxic environmentally friendly cleaning products where available. Any use of cleaning materials which do not obtain Green Seal Certification must be approved in writing by the Authority.

3.7.5 Training

The Manager must provide a defined and documented sustainability training program for all employees working on site. This program must contain information on the green practices enacted on site, the impact of these programs on the environment, and the commitment of the organization to maintain and improve these practices over time.

3.7.6 Resource Conservation

The Manager will continuously review and evaluate solutions which reduce reliance on non-renewable resources and limit impact on all-natural resources. At a minimum, Manager will offer the following unless otherwise requested by the customer:

- A. Beverage services which utilize reusable containers and bulk dispensers as an option to individual personal size servings in disposable containers.
- B. Beverage service for banquet operations based on customer request rather than placement of pre-poured beverage services.
- C. Utilization and encouragement of customer use of china, and non-disposable flatware over disposable service ware wherever practical.

3.7.7 Marketing

Manager will develop and integrate marketing of sustainability programs into all published materials to encourage customer understanding of Managers sustainability programs and encourage utilization of those offerings and services.

3.7.8 West Roof Top Garden Manager shall be responsible for planting, maintaining, and utilizing the produce from a designated food garden space provided by the Authority on the roof of the West Building. The cost of using the plot will be considered a direct operating cost. Currently, the garden produces approximately 8000 lbs. of food per year and 50 lbs. of honey (3 beehives). The current manager has partnered with Windy City Harvest to use the garden for training. The selected Manager is encouraged to look at innovative use and marketing of the garden space and to address potential uses within the sustainability plan required as part of their Proposal and within the required annual sustainability plan.

3.8 MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM

The Authority has adopted and maintains an affirmative action program that pertains to all of the Authority's contracts. The purpose of the Authority's affirmative action program is to ensure that Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") have the maximum possible opportunity to participate in the Authority's contracts. The Manager must carefully review its expenditures and include MBE and WBE special conditions in each of its contracts for goods and services where appropriate. Manager will work with the Authority in determining applicability of goals. Manager will designate one or more persons to review contracting opportunities, ensure contractor compliance, and report MBE/WBE payments on a monthly basis to the Authority. It is the Authority's goal that 25% of the costs incurred by the Manager for the performance of services shall be payable to MBE firms, and 5% of the costs incurred by the Manager for the performance of such services shall be payable to WBE firms.

3.9 MARKETING PLAN

On an annual basis, the Manager shall provide a plan for marketing and promoting McCormick Place's banquet, concession and restaurant operations in order maximize

revenue. Marketing efforts may include, but not be limited to, the following: public relations, targeting audiences, specialty concession promotions, client surveys, banquet and concessions websites, and restaurant and banquet promotions. All marketing is subject to the prior written approval of the Authority. The Authority and the Manager shall meet, prior to the commencement of the contract year to develop a marketing plan for the new contractual year.

3.10 EQUIPMENT AND INVENTORY

3.10.1 Equipment Provided

The Authority will provide the Manager with certain equipment for food and beverage services. The Authority owns all kitchen equipment, smallwares, banquet equipment, concession equipment and supplies, restaurant equipment, bar equipment (fixed and portable), office equipment and furniture, cash register systems (Quest) and portable, computer hardware and computer software.

3.10.2 Inventory

The Manager shall ensure that there is an inventory of equipment and smallwares adequate to provide the Services to the clients and guests of McCormick Place at all times. The Manager must conduct a complete inventory of all equipment and smallwares and provide that inventory to the Authority no later than December 31st of each year. Copies of the inventory shall be subject to the approval of the Director as to the type and similarity to that replaced.

- A. The Authority is providing an inventory of smallwares, banquet equipment and fixed kitchen equipment and supplies to meet the present needs of McCormick Place. The Manager is responsible for maintaining the inventory at the accepted par level.
- B. Replacements and additions are paid for from the Reserve Fund, as defined in Section 3.16 below, if adequate funds are available. If adequate funds are not available, the replacement or addition of inventory shall be paid as a direct operating cost. The Vendor will make recommendations on a yearly basis as to the expected cost of maintaining the inventory at par level.
- C. Manager shall develop an inventory system and submit a long-term plan for asset management, including preventative maintenance/repair and replacement of capital equipment. Costs to count and manage the inventory and repair and replace equipment will be paid from the Reserve Fund.

3.10.3 Equipment Cleanliness and Appearance

The Manager must keep all equipment, furniture, kitchen locations and other supplies in pristine, clean condition. The Manager will train staff to treat all Authority owned equipment and facilities as though they were owned by the Manager.

3.10.4 Equipment Maintenance and Safety

The Manager will be responsible for maintaining the equipment in safe operating condition. Any equipment that is damaged or is not functioning properly must be

repaired or replaced as soon as possible with Authority approval. No equipment shall be disposed of without the prior consent of the Authority.

3.11 INSURANCE

The Manager must maintain the types of insurance coverage described in Required Form H Insurance Requirements of the Request for Qualifications.

3.12 LIQUOR COMPLIANCE

Throughout the term of the agreement the Manager, at its own expense, will be required to secure and maintain all liquor licenses necessary for the required services. This will include, but not be limited to, licenses for catering, concessions, mobile carts, and restaurant locations. There are presently eleven (11) liquor licenses at McCormick Place and three (3) at the Wintrust Arena. All personnel involved in dispensing or serving liquor must be fully trained and certified through an educational alcohol selling and servicing program such as the "TIPS Program" or another similar alcohol dispensing program.

All licenses and permits required for the sale of alcoholic beverages at the combined venues shall be obtained by and held in the name of, the Manager. The Manager shall keep the permits in full force and effect, and neither party shall take any action which would impair the Manager's ability to hold the permits. The Manager shall prepare, file, and process all applications for renewals of the permits. At the termination of the agreement, Manager shall surrender to the city all licenses and permits related to alcoholic beverages for the combined venues.

3.13 FOOD SAFETY AND SANITATION REQUIREMENTS

- A. The Manager shall be responsible for ensuring that the services and all facilities under the operational jurisdiction of the Manager satisfy all public health and sanitation standards and requirements as established by the Authority, City, State, and/or Federal Laws. All management personnel must be certified in sanitation and food handling and satisfy all City, State and Federal Laws.

Manager must develop and implement a hazard analysis critical control point (HACCP) program. All employees shall be trained on the program and Manager shall maintain appropriate logs and report to evidence its implementation of such as program.

- B. The Manager shall be responsible and shall set aside sufficient funds for cleaning and sanitation of all areas utilized for the banquet and concession operations.
- C. To the extent that the Manager does not have the requisite expertise to perform the cleaning services, the Manager may, and the Authority strongly encourages the Manager to, contract with an outside cleaning company of its own choosing to provide such services. The cost of such services shall be a direct operating cost.
- D. The Manager shall provide to the Authority a weekly, detailed cleaning plan and maintenance schedule.

- E. The Manager shall be responsible for and consider all cleaning and sanitation costs and expenses for the following:
- (i) All food pods / seating areas / kitchens / freezers and refrigerators and coolers
 - (ii) All restaurant outlets / food courts / seating areas / back of house areas
 - (iii) All kitchens / storage spaces / equipment
 - (iv) All docks / trash compactors / receiving areas
 - (v) All banquet spaces / corridors / staging areas for foodservice
 - (vi) Any space 100 feet from banquet operations or concession operations
 - (vii) All service elevators used in transporting food and beverage
- F. Manager is responsible for promptly removing and transporting all refuse, compost and waste materials created by its operation after each event to the Authority designated receptacles and for depositing such material in the proper receptacle. The removal of the waste from the Authority Facilities will be paid for by the Manager. Waste food will be kept in closed containers until removed from the facilities.
- G. The Authority will have the right to object to the appearance and condition of the receiving docks, storage facilities, kitchens, preparation areas, and serving areas, and the Manager will be expected to remedy the appearance and condition immediately.
- H. The Manager agrees to undergo quarterly inspections by a 3rd party food and safety auditor such as Everclean. The Manager will provide a chef or manager to accompany the inspector on their inspection, regardless of current business levels. Audits will be scheduled by the Authority operations department and the Manager will have no advance knowledge of impending audits. Audit results shall be shared with the Authority upon receipt. The Manager shall develop and submit a plan to address deficiencies within forty-eight (48) business hours.

3.14 MISCELLANEOUS

- A. **“D/B/A” Designation.** The Authority reserves the right to designate the name under which the Manager will provide services to McCormick Place. The approved name shall remain the property of the Authority.
- B. **Parking.** The Authority will provide to certain employees of the Manager parking spaces (subject to availability) at McCormick Place at a discount off of the published rates in effect at the time of such usage. The Authority reserves the right to modify at any time the rate, including charging full value for the parking spaces, and it reserves the right to limit at any time the number of spaces available to the Manager.
- C. **Facilities, Premises and Computers.** The Authority will provide the Manager with office space, office furniture, office equipment, computer hardware, booking/scheduling software, and the standard office software at the Authority’s

cost. The Manager must use the booking/scheduling software and the Quest Point of Sales (POS) system used by the Authority. If requested by the Authority, the Vendor will be responsible for migrating their banquet event order process from a stand-alone database to the facility's event management software. While the Manager will be responsible for the cost of all software required to perform its services, the Authority has the exclusive right, but not the obligation, to approve, install, and configure all software loaded on or hardware attached to the Authority's computers. Subject to any restrictions stated in this RFP or in the agreement, the Manager will have use of various facilities designated by the Authority including, but not limited to, receiving docks, the main kitchens, the warming kitchens, the permanent concession stands, and other premises to be identified by the Authority.

D. Energy Management

The Manager will be expected to practice sound energy management and cooperate with the Authority Energy Management Program.

E. Authority Provided Services

- (i) Pest Control.** The Authority provides a complex-wide pest control program. The Manager will participate and assist in the maintenance of the program through excellent sanitation practices in accordance with applicable laws and at minimum, the Health and Sanitation goals. There may be occasions when the Manager may elect to provide additional measures for controlling rodents, birds, and other pests in the foodservice designated areas. Manager will cooperate with the Authority and its pest control vendor by instituting standard operating procedures and protocols designed to minimize pest incursion. Manager shall develop and implement training on standard operating procedures and protocols for back of house labor related to pest control efforts. Manager shall provide copies of all training materials to the Authority upon request. Expenses related to Manager provided pest control are Direct Operating costs. The Authority reserves the right to invoice the Manager for Pest Control related services.

- (ii) Utilities.** The Authority shall furnish pursuant to the grant of rights under the Agreement, to Manager all existing utility lines and plumbing fixtures, including hot and cold water lines and electric lines, stubbed in to the food service areas, and all necessary heat, ventilation, air conditioning, hot and cold water, gas and electricity, exterior window washing and re-lamping services adequate to enable the Manager to operate and utilize all fixtures and equipment used in performing the food services. Manager will be responsible for paying for electrical usage and the cost of installing and removing temporary electrical services as follows:

 - a. \$360,000 for gas, water and electricity payable at \$30,000 per period
 - b. 1% of gross revenue, per month, for utility installation expenses which are defined as all temporary electrical services provided by the facility for food and beverage operations.

(iii)Labor. The Authority will provide various labor and services to the Manager during the term such as, but not necessarily limited to, telecommunication, electrical, plumbing and other services in relation to banquet and concession operations. The actual costs for these services shall be invoiced by the Authority and paid by the Manager as direct operating costs.

3.15 FOOD SERVICE OPERATING FUND AND OTHER ACCOUNTS

One or more bank accounts shall be established and maintained in one or more depositories designated in writing by the Authority in the name of the Authority to be used in connection with the Manager's performance of the Services. One of these accounts shall be known as the "Operating Fund". The Authority shall be responsible for funding the Operating Fund and the Manager shall be authorized to draw upon the Operating Fund to pay for the direct operating costs incurred by the Manager in the performance of the food services and all other sums due and payable to the Authority and the Manager under this agreement. All gross receipts shall be initially deposited in one or more separately created depository accounts. All gross receipts shall be deposited with the Authority until transfers to the Operating Fund are required.

3.16 RESERVE FUND

- A. Upon commencement of the agreement, the Authority will provide to the Manager a fully equipped facility for the performance of the services. The Authority has established within its main operating account a sub-account known as the "Reserve Fund". The Reserve Fund is intended to be used to provide for costs relating to smallwares, equipment replacement, repair and maintenance, supplies; marketing and sales promotions; funding for other foodservice related activities; and structural modifications or capital purchases that the Authority, through consultation with the Manager, deems necessary.
- B. The Manager may, subject to the prior written approval of the Authority, authorize disbursements from the Reserve Fund for purposes described above and in accordance with the agreed upon annual reserve plan. Provided, the Reserve Fund shall not be used for the aforementioned items if such costs are incurred as a result of the negligence or willful misconduct of the Manager, or any of its subcontractors, or any others under the control of the Manager, relating to the performance of any part of the food services.
- C. The Authority may adjust funding levels in, or authorize additional payments from, the Reserve Fund to cover extraordinary expenses for the foodservice equipment or facilities.
- D. As permitted by law, the Authority shall have the right to withdraw any funds in the Reserve Fund in excess of that determined by the Authority to be reasonably needed to meet Reserve Fund needs.

3.16.1 Reserve Plan On an annual basis, the Manager shall provide a Reserve Fund plan for the following fiscal year which includes a projection of total expected

contributions, and planned expenditures with descriptions of use for the categories below:

- Smallwares
- Equipment replacement
- Repair and Maintenance
- Structural modifications
- Funding for other foodservice related activities

Additionally, the Manager will include a five-year projection of major projects with individual values of more than twenty-five thousand dollars (\$25,000) with a focus on potential equipment replacement, improvements in equipment and facilities, and service enhancements.

All reserve fund spending must be approved by the Authority. All structural modifications must be reviewed and approved by the Authority. The Authority reserves the right to manage the design, procurement and construction of any renovations.

3.17 FACILITY OPERATIONAL EXPENSES

The Manager will be responsible for reimbursing the Authority or the Authority's representative for certain operational expenses related to food service operations. The following items will be considered direct operating expenses and will be paid as such. Payment and reporting will be separate from the monthly Reserve Fund payment. Payments will be due by fifteenth of each month for services incurred in the previous month.

A. **Room Conversion Fee.** The Manager will reimburse the Authority for the published meeting room set change rate for any meeting room or ballroom which is set for a function with the sole purpose of hosting a food and beverage function such as a seated banquet or reception. The fee will not be charged for functions where the room is primarily used for other purposes and includes food and beverage service such as an in a show office or when accompanying a meeting. This fee is currently calculated at .5% of gross revenues.

B. **Food and Beverage for MPEA Staff and Employees.** The Manager shall provide the Authority's staff and employees with food and beverage services at the actual cost of the food and labor at designated on-site facilities. Revenue for this element of service is not subject to base Reserve Fund contributions. This pricing may be presented as a discount rate from the public price. The current discount offered is 50% off of list price.

3.18 Other Revenue

A. **Franchise Revenue.** Franchise operations will be subject to the same financial terms as other Manager provided self-operated concessions operations. The franchise fee will be considered to be a direct operating cost. Revenue from franchise operations will be considered part of the gross receipts.

B. **Retail Food Licensee Revenue.** All income and/or commissions received by the Manager from retail food licensees shall be reported separately on the financial statement and will be entered as retail food licensee revenue. The Manager will remit an agreed upon percentage of the proceeds from the licensees to the Authority or the Authority's representative. Revenue from retail food licenses will not be counted as a gross receipt.

C. **Advertising Revenue.** The Authority reserves all rights of advertising in McCormick Place. All revenue generated through advertising, such as cup logos, banner table tents, or any other means in McCormick Place is the property of the Authority and must be turned over to the Authority in its entirety without any deductions. This income shall not be counted as a gross receipt.

3.19 REPORTING

The Authority requires regular and timely reports related to the financial performance of the food and beverage operation on a daily, weekly, monthly and annual basis. The list of reports below is not exhaustive, and the Authority may require other reports from the Manager:

- A. Manager shall prepare and submit an annual budget for each upcoming contract year for approval by the Authority. On a monthly basis, the Manager shall update the budget to reflect the prior month's actual results as well as any other changes expected for the remaining months of the contract year.
- B. Manager shall report monthly to the Authority on the progress of the food and beverage operations towards the goals agreed to in the annual plan. This report must be presented in writing and include monthly and cumulative information on an agreed upon set of metrics as defined in the annual plan.
- C. Manager shall report monthly to the Authority on contributions made to the Reserve Fund and on expenditures paid from the Reserve Fund.
- D. Upon request by the Authority, the Manager must provide a projected profit and loss analysis in advance of an event and an actual profit and loss statement after the event comparing the actual results to the projected results.
- E. In addition, the Manager must comply with all other reporting requirements as directed by the Authority.
- F. A Quarterly Business Review shall be presented by the Manager to key Authority personnel no later than 30 days after the close of each quarter. This report will contain in-depth analysis as agreed upon by the Manager and the Authority. Manger senior level regional or corporate representation will be present for all QBRs.

3.20 CASH HANDLING

A. **Loss Prevention.** The Manager will be responsible for developing and implementing a plan to minimize the risk of loss from theft in all its cash handling operations, which plan shall be subject to the prior review and approval of the Authority. The Manager shall provide any security staff or the services of an armored car company necessary for transporting cash between its various locations. The Manager shall be bonded for loss of cash and shall be responsible for the payment of all cash shortages, regardless of the cause.

B. **Audit.** The Authority may, upon providing 24 hours' prior written notice, inspect the books and records of Vendor. Further, in the Authority's sole discretion, the Authority may, upon no less than ten (10) Days' prior written notice, cause a complete audit to be made of Manager's books and records. If any such audit discloses that Manager's statement of gross receipts for the period under examination is understated by three percent (3%) or more, Manager shall promptly pay to the Authority the cost of the audit in addition to the deficiency, plus interest, which deficiency and interest shall be payable in any event. If any such audit discloses that Manager's statement of gross receipts for the period under examination is understated by five percent (5%) or more, the Authority may terminate this agreement immediately upon giving notice thereof, without any opportunity for Manager to cure. In addition to the foregoing and in addition to all other remedies available to the Authority at law, in equity or otherwise, in the event that Manager or the Authority's auditor schedules a date for an audit of Manager's books and records, and Manager fails to be available or otherwise fails to comply with the reasonable requirements for such audit, Manager shall pay all reasonable costs and expenses associated with the scheduled audit.

C. **Financial Management Services** For all services provided, the Manager will be responsible for financial management including, but not limited to, the following:

- (i) Collecting gross receipts for and on behalf of the Authority
- (ii) Purchasing of all inventory, products and services
- (iii) Promptly paying all costs and expenses for the performance of the services
- (iv) Preparing and completing all reports required, as outlined herein
- (v) Implementing a cash handling system
- (vi) Completing all financial reports contemplated by the agreement or as otherwise reasonably requested by the Authority

3.21 VALUE PRICING

The Manager shall follow a policy of value pricing for all concession operations at McCormick Place. The policy generally prohibits the and its MPEA contracted retail food licensees from charging more for a product or service than for the same product or service at a similar store or restaurant in the Chicago Metropolitan Statistical Area ("Chicago MSA"). To monitor the Manager's adherence to this pricing policy, the Authority reserves the right to conduct price comparison surveys of various products and services offered by

the Manager and its MPEA contracted retail food licensees. The items will be compared with similar items in three benchmark stores (to be proposed by the Manager). Benchmark stores, which should be located within the Chicago MSA, are stores that are comparable to the proposed concept, but exclude stores at hotels, airports, or within enclosed shopping centers if other locations are available. If the Manager currently operates other similar stores in the Chicago MSA, then these locations will be designated benchmark stores and the Vendor will be required to charge the same prices at both McCormick Place and non-McCormick Place locations.

A. **Approval Required.** All vendor franchise agreements and concession agreements *must* be approved by the Authority prior to working at McCormick Place. All financial terms and conditions to be entered into between the Vendor and its respective subcontractors must be approved by the Authority. The Authority reserves the final decision on any prices, portions, menus, and/or concepts. The Manager will not initiate contact with potential retail licensees unless authorized by the Authority or the Authority's representative.

B. **MPEA Sponsored Events.** For MPEA sponsored Events, the Manager will charge the Authority the Manager's actual costs of servicing the event. The costs incurred by the Manager for MPEA sponsored Events shall not be included in the calculation of gross receipts. Events and functions to be charged in this manner shall be invoiced to either the Authority or to a third party at the direction of the Authority.

C. **Sponsorships.** The Manager shall use its best efforts to enlist its major vendors as corporate sponsors of McCormick Place. Such sponsorships may take place in the form of cash donations, long-term interior and exterior building signage, graphic sponsorship programs, rebates, or donations as gifts to the Authority. All such revenues derived from sponsorships, either directly or indirectly received, shall become the sole property of the Authority and shall not be included gross receipts.

The Authority has established an exclusive sponsorship agreement with a soft drink company. The Authority has also established a sponsorship agreement with Miller Coors, for the Wintrust Arena only. To the extent permitted by law, and unless otherwise agreed to by the Authority, the Manager is required to exclusively utilize and sell the existing and future McCormick Place sponsor's product and brands. The Authority reserves the right to identify and utilize additional sponsors, and the Manager agrees to utilize these sponsors for any applicable food and beverage services.

SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

The Proposer's written response including all mandatory submission requirements and information for "**Food Service Management**" is due no later than **Wednesday, October 13, 2021 at Noon (CST)**.

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" beginning on **Wednesday, September 1, 2021**.

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 shortlisted Proposers. 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, September 24, 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.

RFP submittals are due no later than **12:00 Noon Central Time, Wednesday, October 13, 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 #2021-07-M.

At this time MPEA is suspending receipt of hardcopies.

Individual site visits for the Proposers will be held during the week of **September 20, 2021** at the McCormick Place Complex, 2301 South Lake Shore Drive, Chicago, IL 60616. An Authority representative will be in contact with each of the Proposers by Friday, September 3, 2021 to schedule individual visits. During the individual site visits, each Proposer will be given approximately one day to visit all pre-identified areas or operations of the MPC and have a unique opportunity to pose questions specific to its submittal that will not be shared with other Proposers.

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 RFP on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. Proposals received after **12:00 Noon Central Time, Wednesday, October 13, 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. 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 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.

1. Operations Plan

The Proposer shall provide a thoroughly developed plan which demonstrates its ability to meet or exceed all requirements and concepts presented in Section III Scope of Services. Within the operations plan the proposer should include a thorough description of the resources which will be applied to this project, major policies, practices, and procedures which will be utilized and any other information which demonstrates the ability of the proposer to meet the operation requirements of the RFP. Proposer should be able to demonstrate proven methods for creating customer focused teams, ensuring high standards and expectations, controlling costs, and managing to a defined budget target. Additionally, the operations plan should include a description of training to include audience, topics and cycles which will be implemented to drive desired results.

2. Management and Staffing Proposal

The Proposer shall provide a labor plan to include every proposed foodservice management position. This plan must identify, without limitation, all permanent manager, director, and supervisor positions and all salary and bonus recommendations for each

position for each year of the term. This plan must also set forth how temporary labor will be utilized and how the Proposer will determine how and when to propose to the Authority staffing reductions during slow times in the McCormick Place calendar. The Proposer must also present a staffing plan and organization chart.

The Successful Proposer must give every person currently employed by the Food Service Manager in a non-supervisory capacity at the time of transition an opportunity to continue employment, including those on leave with a right to return.

Proposer must provide a hiring plan to ensure a seamless transition and operational readiness by July 1, 2022.

Provide details regarding any major disputes, including any labor strikes. Describe the nature of the dispute, duration of the strike/dispute, impact on operations, financial impact and resolution.

Provide details regarding your approach to managing labor relations, including but not limited to, titles and job description of management staff responsible for scheduling and managing staff and process for resolving grievances.

3. Sustainability Plan

The Proposer shall indicate its willingness to provide services in a sustainable environmentally conscious manner and to meet the minimum requirements as described in Section 3.7. Additionally, the Proposer shall provide a sustainability plan which provides the specifics of how they will meet the requirements in Section 3.7 and any additional innovative solutions they will commit to implementing if selected.

4. Marketing Plan

The Proposer will submit a plan which thoroughly describes marketing resources available for this project including those which will be provided within the on-site staff and through corporate or centralized resources. The plan should provide examples of successful program in like facilities and demonstrate the proposer's creativity and ability to drive results with targeted marketing programs.

5. Proposed Banquet Event Order (BEO)

The Selected Proposer must provide a BEO to each Client for that Client's food and beverage related activities. The Client must approve and sign off on the BEO. The BEO should contain the selected menu, pricing for that menu, Event details such as location and time of the Event, and the number of people to be served. Each Proposer shall submit its proposed BEO as part of this submittal process.

6. Purchasing Program

The Proposer shall describe its "Purchasing Program" in detail and shall name the companies that will be providing supplies for this account and the type of supplies that each company will provide.

7. Product Specification

The Proposer shall describe in detail its specification of the following products:

- A. Beef (general)
- B. Ground beef
- C. Pork
- D. Lamb
- E. Veal
- F. Poultry
- G. Fish and Seafood
- H. Eggs and Dairy Products
- I. Fruits and Vegetables
- J. Coffee and Tea
- K. House Wine
- L. House brand liquor

The Proposer shall also provide the following:

- A. Samples of the specification sheets for each category of product
- B. Samples of the unit ordering procedures
- C. Examples of its quality assurance program
- D. A description of the rebate programs and their application in this unit

8. Menus and Pricing

- A. Each Proposer must provide a complete set of proposed menus and prices for the Services with respect to each of the following, without limitation:
 - (i) Banquets;
 - (ii) Restaurants;
 - (iii) Concessions;
 - (iv) Booth service; and
 - (v) Public show and specialty/buffet services.
- B. Each Proposer must include samples of all other proposed menus that it will use at McCormick Place.
- C. McCormick Place must offer a variety of foods and beverages at affordable prices for guests of Public Events. Each Proposer must provide its proposed menus and pricing strategy for such public shows versus private trade shows.
- D. Each Proposer must submit a listing that states the amount of any discount on Concession Operations that the Selected Proposer will give to the following groups of people:
 - (i) McCormick Place Licensees;
 - (ii) Authority Employees; and
 - (iii) Labor (both McCormick Place Labor and Contracted Labor)

9. Computer Application Experience

The Proposer shall indicate its willingness to coordinate its Information Technology (IT) support personnel with McCormick Place. The Proposer shall describe each of the following in detail:

- A. The Proposer's computer technology and software utilization for the following:
 - (i) Accounting Program
 - (ii) Purchasing Program
 - (iii) Inventory Management
 - (iv) Human Resource Department

- (v) BEO system
- (vi) Other Computer Applications
- B. Any proposed direct link between the Proposer's corporate office and McCormick Place's on-site operation.
- C. The Proposer's experience working with Quest Point of Sales system and the Proposer's proposed technical support for the system.
- D. The proposer's experience working with and willingness to implement Ungerboeck Software for BEO's, and banquet services invoicing.
- E. The Proposer's Information Technology (IT) support department.

10. Transition Plan and Pre-Opening

The Proposer shall develop and prepare a transition plan that will minimize the interruption of quality service to the Authority's Clients and guests and that will be implemented if the Proposer is selected to provide the Services at McCormick Place.

11. Customer Satisfaction Surveys

The Proposer shall provide examples of its customer satisfaction surveys and customer feedback program and shall indicate how these surveys are used to improve its operation.

12. Concessions Master Use Plan

Although the current mix of facilities is listed above, the Authority desires each Proposer to carefully create and identify a master use plan for facility concession locations throughout the McCormick Place campus. Coordination of these services should include a wide mix of food offerings by type of product, style of service, and serving/processing speed. Such considerations should be graphically depicted on floor plans the Proposer shall provide to the Authority with careful delineation of queue lines to ensure quick and efficient service. The Proposer's graphic representations shall recognize the need to accommodate Events having an attendance of 10,000 to 30,000 people, while understanding that each Event population will have a unique impact on location, type of service/cashiering, and queue functions. These concepts should also outline the internal or franchise brand names, location, menu, suggested menu prices, and general depictions of each type of space via colored presentation drawings and master plan locations on major floor plan drawings. If the Proposer chooses to recommend externally operated, branded MPEA contracted retail food licensees in addition to those listed above for consideration by the Authority, they should clearly identify them as such. The Proposer must also provide an estimate for any MPEA funded capital improvements or modifications that are required for any concepts presented in the plan.

13. Minority and Women Owned Business Enterprises (MBE/WBE)

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. Goals established pursuant to the adoption of this program include the award of not less than 25% of the annual dollar value of all contracts, purchase orders, or other agreements (collectively referred to as "contracts") to minority owned businesses (MBE) and 5% of the annual dollar value of all contracts to women owned business enterprises (WBE). The Selected Proposer will be required to honor existing contracts' MBE/WBE participation,

and further apply the 25% MBE and 5% WBE goals on any future contracts awarded during its management tenure.

In addition to completing Required Form E – Special Conditions Regarding Minority and Women Business Enterprises, Proposer must submit a written MBE/WBE Plan will be required as part of the Proposal submission. The written plan must include, but not be limited to:

1. A detailed description of Proposer's commitment to diversity through the successful inclusion of MBE/WBEs in its current operations in other markets.
 - a. Proposer should identify any other projects which included diversity goals and specifically describe its plan/strategy to meet the goals, any issues incurred and provide its MBE/WBE participation results.
 - b. Proposer should list and describe any awards or recognitions received for its diversity efforts.
2. Proposer's detailed plan/strategy to utilize MBE/WBEs at MPC should it be selected.
 - a. Proposer should specifically identify additional possible opportunities for outsourcing functions at MPC to include MBE/WBE participation, beyond any existing contracts with MBE/WBE participation.
 - b. Proposer should identify and describe any outreach strategies it intends to utilize to attract potential MBE/WBEs.
3. Proposer's staffing plan, specifically identifying the individual that will be responsible for administering and managing the MBE/WBE utilization and program.

14. Equal Employment Opportunity – Diversity, Equity, and Inclusion Plan

The Proposal shall include the Proposer's equal employment opportunity policy including, without limitation, Proposer's Strategic Diversity and Inclusion Plan for its workforce, and information describing any past experience of the Proposer that reflects an ongoing commitment to a diverse and inclusive workforce. The Plan must include, goals, objectives and progress measurements designed to affirmatively recruit, develop, retain and promote a diverse and inclusive workforce and to foster an inclusive workplace.

15. Financial Terms

The agreement between the Authority and the Manager will be configured as a management fee arrangement with an annual incentive payment component for achieving certain defined performance criteria. The Proposer will submit for the Authority's consideration a management fee and an incentive fee using Required Form D. Neither the management fee nor the incentive fee may be calculated as a percentage of the gross receipts. The Authority's objective is for the management fee and incentive fees to be structured in a form that satisfies the private use requirements of Rev. Proc. 2017-13. The management fee shall be payable in monthly installments as provided herein for the immediately preceding month. The incentive fee will be paid annually following completion of the Manager's financial audit.

Corporate Allocations and Rebates

A. Rebates Proposer should clarify how purchase credits and volume allowances factor into their financial Proposals. Clarification should be given on whether credits will be shared with the Authority on an ongoing basis or whether the Authority's share has been factored into reducing the management fee proposed.

B. Allocations Proposers should outline any expenses that will be allocated by the Manager's corporate entity to the Authority operation such as employee benefits, insurance, technology and more. Please detail allocations in either dollar amounts or percentages as applicable and explain what benefits or services are being provided.

16. Investment Proposal

The Authority looks to Proposers to propose investments that will support the Proposer's concepts, improve service levels and/or increase revenues. Investments might support such initiatives as renovation of retail spaces, equipment purchasing, employee training and attendance incentives, or more. Any investment proposed shall be owned by the Authority.

A variety of investments might be considered for the Authority property including but not limited to:

- Addition of more digital signage
- Addition of kiosks for self-ordering
- Inclusion of other technology to speed service
- Investment in additional service ware to reduce transport requirements and labor costs
- Purchase of new catering equipment to revitalize and modernize catering operations
- Renovation or removal of Lakeside Center walk-in coolers
- Purchase of refrigerated trucks
- Investment in kitchen upgrades
- Refresh of outdated server areas
- Development of new staffing system to reduce need for calling every staff member
- Buy-out of any union staff or investment in incentives to improve service

17. 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 Notification of Exceptions
- Required Form C Bond Requirements

- Required Form D Proposed Fee Structure
- Required Form E Special Conditions Regarding Minority and Women Business Enterprises

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 AND AWARD PROCESS

The evaluation and award process is as follows:

1. Review of the qualifications 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 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.

Term

The agreement shall commence on July 1, 2022 and expire at midnight on June 30, 2027. The MPEA, at its sole discretion, may renew the term of the agreement for one or more additional periods not to exceed five (5) additional years in total by giving the Successful Proposer notice of at least ninety (90) days prior to the expiration of the then current Term.

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
mpeaprocedurement@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. NOTIFICATION OF EXCEPTIONS
- C. BOND REQUIREMENTS
- D. PROPOSED FEE STRUCTURE
- E. SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN BUSINESS ENTERPRISES

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**
RFP #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 Proposals ("RFP") 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 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 **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 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 - E as issued by the MPEA have not been altered other than to provide information requested, and that completed Forms A-E 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 – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: FOOD SERVICE MANAGEMENT

PROJECT NUMBER: 2021-07-M

PROPOSER: _____

Proposer must complete this REQUIRED FORM B and submit it with attachments specifically outlining and identifying any exceptions.

Proposer acknowledges that there are exceptions to the proposed contract language, scope, compensation structure and/or any other requirements stated in this RFP #2021-07-M and has attached a comprehensive list to this Required Form B – Notification of Exceptions.

REQUIRED FORM C – BOND REQUIREMENTS

NAME OF PROJECT: FOOD SERVICE MANAGEMENT

PROJECT NUMBER: 2021-07-M

PROPOSER: _____

Proposer must complete this REQUIRED FORM C and submit it with attachments, as outlined herein.

[] PROPOSER ALSO ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS REQUIRED FORM C EVIDENCE OF THE ABILITY TO PROCURE A PERFORMANCE AND FIDELITY BOND, AS SPECIFIED BELOW:

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].
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.
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 D – PROPOSED FEE

NAME OF PROJECT: FOOD SERVICE MANAGEMENT

PROJECT NUMBER: 2021-07-M

PROPOSER: _____

Proposer must submit its fee proposal (in compliance with Financial Terms) by completing this REQUIRED FORM D and submitting it in a separate, sealed envelope within the Proposal container.

The fee proposal should include (i) the annual base management fee required to operate the along with (ii) a proposed incentive fee component. Together, these two fees shall constitute Proposer's total compensation for performance under the contract. The MPC's construction and numerous expansions were financed with tax-exempt bonds. Consequently, the compensation arrangements and terms that the Authority may agree upon with the Selected Proposer are governed by federal tax laws that restrict the private business use of facilities financed with tax-exempt bonds. Proposers are required to ensure that their proposals are in full compliance with IRS procedures and guidelines and federal tax laws governing private business use of facilities financed with tax-exempt bonds. Proposers are required to submit fee proposals on the basis of a five (5) year management contract.

Proposed Annual Base Management Fee:

\$ _____

Proposed Annual Incentive Fee:

\$ _____

The incentive fee will be allocated as follows in accordance with Section 7.1 and 7.2 of the relevant sections of Draft contract language.

- Sustainability – up to 15% of the annual Incentive Fee
- Customer Satisfaction – up to 30% of the annual Incentive Fee
- Health and Sanitation – up to 15% of the annual Incentive Fee

The minimum incentive thresholds for the prior 3 benchmarks must be met in order to qualify for the Financial Performance Incentive Goal.

Both elements of the Financial Performance Incentive Goal must be met to receive that portion of the Incentive Fee.

- Financial Performance Incentive Goal --up to 40% of the annual Incentive Fee
 - Required Reserve Contribution
 - Revenue Target Benchmarks

Proposed Capital Contribution

\$ _____

The Successful proposer shall recommend investments for application of the Capital Contribution. Any investments shall be approved by Manager and the Authority.

Any assets purchased with the Capital Contribution from Successful Proposer shall be capitalized on the Authority's books and records, with title passing to the Authority upon placement into service.

A draft of the Compensation and Performance Management section of the Agreement is provided for reference as Exhibit 1.

REQUIRED FORM E – SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN BUSINESS ENTERPRISES

Remainder of page is blank.

See Special Conditions link on website at www.mpea.com/doing-business/

EXHIBIT 1 – DRAFT COMPENSATION

DRAFT SUBJECT TO ADDITIONAL REVIEW BY AUTHORITY

6.1 Fees.

The Authority shall pay Manager during the Term a monthly Management Fee, and, if certain performance goals are achieved, an annual Incentive Fee as provided herein.

6.1.1 The Management Fee

- a. The Management Fee shall be \$[] for the first Contract Year and for each subsequent Contract Year the Management Fee shall be adjusted on the first day of each Contract year by the percentage change in Consumer Price Index – All Urban Consumers (CPI-U) – U.S. City Average – All Items, during the one year period ending June 30, immediately preceding such Contract Year, as published by the Bureau of Labor Statistics of the U.S. Department of labor, or of any revised or successor index hereafter published by the Bureau of Labor Statistics or other agency of the United States Government succeeding to its functions (“CPI”), but in no event exceeding three percent (3%) in any one Contract Year.
- b. The Management Fee shall be payable in monthly installments as provided herein for the immediately preceding month beginning with the first day of the first month following the Commencement Date; *provided, however*, that for any partial month such amount shall be prorated to reflect the actual number of days for such month.

6.1.2 Annual Incentive Fee

- a. The Manager shall be eligible to receive an annual Incentive Fee of up to \$[] for the first Contract Year and for each subsequent Contract Year the maximum amount of the annual Incentive Fee shall be adjusted by CPI, but in no event exceeding three percent (3%) in any one Contract Year.
- b. The Incentive Fee shall be payable within 90 days after the end of any Contract Year upon verification of performance exceeding agreed upon targets in the following areas. Goals for the incentive will be developed cooperatively between the Manager and the Director prior to the beginning of each Contract Year. If the goals have been met, the Incentive Fee shall be paid within 90 days following the end of the Contract Year or within 30 days following documentation and approval of goal achievement, whichever is later. The Director will have final authority to determine the actual measurement and targets for each Contract Year. The goals will be based upon end of Contract Year verification of performance exceeding the targets in the following areas:
 - (i) **Targeted Financial Performance:** Manager will be eligible for forty percent (40%) of the annual Incentive Fee for meeting a defined

EXHIBIT 1 – DRAFT COMPENSATION

financial performance incentive goal by (A) achieving a reserve contribution equal to 10% (the “Required Reserve Contribution”) as set forth in Section 7.2.1 hereof and (B) achieving total Gross Receipts that are equal to or greater than the revenue target (the “Revenue Target Benchmark”) for the applicable Contract Year as set forth in Section 7.2.1 hereof, but only if Manager is also eligible to receive a portion of each of the Incentive Fee components set forth in Sections 7.1.2(b)(ii) – (iv) hereof.

(ii) **Sustainability:** Manager will be eligible for fifteen percent (15%) of the annual Incentive Fee for meeting the annual sustainability goals to include supply chain management, waste management, water management and other goals for each Contract Year, as set forth in Section 7.2.2 hereof.

(iii) **Customer Satisfaction:** Manager will be eligible for up to thirty percent (30%) of the annual Incentive Fee for meeting customer satisfaction goals to include maintaining a minimum agreed upon overall service rating and/or for meeting targeted areas for performance excellence, as set forth in Section 7.2.3 hereof.

(iv) **Health and Sanitation:** Manager will be eligible for fifteen percent (15%) of the annual Incentive Fee for meeting health and sanitation goals for each Contract Year, as set forth in Section 7.2.4 hereof.

6.2 Qualifications to Receive Incentive Fee Payments

6.2.1 Financial Performance Incentive Goal: The financial performance incentive goal will be established as (i) achieving the Required Reserve Contribution by depositing 10% of the Gross Receipts received during the Contract Year into the Reserve Fund in accordance with Section 7.8 hereof and (ii) achieving the Revenue Target Benchmark established by the Authority and Manager for that Contract Year as part of setting the budget and pricing plans, provided that for the first year Contract Year, the Revenue Target Benchmark will be established as achieving Gross Receipts in the amount of \$_____.

Manager will not be eligible for the financial performance portion of the Incentive Fee if Manager is not eligible to receive a portion of each of the Incentive Fee components set forth in Sections 7.1.2(b)(ii) – (iv) hereof in addition to achieving the Required Reserve Contribution and the Revenue Target Benchmark.

6.2.2 Sustainability Incentive Goal: The Sustainability Incentive will be paid based on achieving the established availability points as outlined in the sustainability checklist attached hereto as Exhibit ___ (the “Sustainability Checklist”)

To receive 80% of the available incentive goal the following parameters must be met:

- Year one of the contract: Bronze Level or 50% of available points:

EXHIBIT 1 – DRAFT COMPENSATION

- Year two of the contract: Maintain Bronze Level or 50% of available points
- Year three of the contract: Silver Level or 65% of available points.
- Year four of the contract: Maintain Silver Level or 65% of available points
- Year five of the contract and any subsequent year of the contract: Maintain Silver Level or 65% of available points

If eligible, Manager will receive an additional 20 % of the Sustainability Incentive if the Manager receives at a minimum 80% of the available points or Gold Level at any point during the contract agreement. To receive the additional 10% in subsequent years, the manger must maintain at least 80% of the available points on the Sustainability Checklist.

6.2.3 Customer Satisfaction Incentive Requirements: The Customer Satisfaction Incentive will be paid in accordance with the following parameters.

(i) The Customer Satisfaction Incentive will be based on an agreed upon set of show management evaluation scores. Manager shall provide the show manager of each major event with a reasonable opportunity to submit an evaluation. Evaluation scores will be tallied for an agreed upon set of questions for all show management surveys received by the Authority during the Contract Year for events which have license commencement dates beginning on or after the first day of that Contract Year.

(ii) All food and beverage related evaluation scores for the agreed upon set of questions will be aggregated and averaged.

(iii) In order to be eligible for any incentive payment based on service evaluations scores, Manager must achieve a rating equivalent to 75% of the available points (i.e. an average of 7.5 on a scale of 0 to 10, or a score of 7.75 on a scale of 1 to 10). This value will be the minimum threshold. If the Manager fails to achieve this threshold, they will not be eligible for a Customer Satisfaction Incentive payment. If the Manager achieves or exceeds this threshold, they will receive a minimum of 50% of the available Customer Satisfaction Incentive payment.

(iv) For each 1% increase above 75% in Manager's achievement of service evaluation scores, Manager will receive an additional Customer Satisfaction Incentive payment equal to 2% of the total available Customer Satisfaction Incentive amount; however, once Manager achieves a rating equivalent to 95% of the available points (i.e. an average of 9.5 on a scale of 0 to 10 or a score of 9.55 on a scale of 1 to 10), then Manager will receive 100% of the total available Customer Satisfaction Incentive amount.

EXHIBIT 1 – DRAFT COMPENSATION

- 6.2.4** Health and Sanitation Incentive Requirements: The full amount of the Health and Sanitation Incentive will be paid each Contract Year in which (i) McCormick Place or any portion thereof does not fail any health inspection conducted by the City of Chicago when such failure is the responsibility of Manager, and such failure results in the suspension of use of any Food Service Facility; and (ii) Manager achieves a Passing Grade average on all Sanitation Reviews in that Contract Year in accordance with Section 4.3.2 hereof.

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