
**Request for Proposals
#2021-30-M**

**McCormick Place
Convention Center Management**



**METROPOLITAN PIER AND
EXPOSITION AUTHORITY (MPEA)**
December 14, 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, OBJECTIVES & GOALS

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 currently managed and operated by ASM Global, a private convention management company. The McCormick Place convention center includes four buildings: the South, West, North buildings and the Lakeside Center. These buildings have a combined total of more than 2.6 million square feet of exhibit space, and over 600,000 square feet of meeting rooms, making it the nation’s largest convention center. McCormick Place[®] hosts approximately 125-150 events and attracts more than 2.5 million trade and public show visitors annually. McCormick Place[®] features the Arie Crown[®] Theater, a renovated proscenium arch theatre which seats approximately 4,200. Wintrust Arena, a newly constructed 10,000-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 but management of the Energy Center is the responsibility of the Authority.

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 MPC manager, the MPC manager’s willingness and ability to work with the hotels to enhance the financial performance of the Authority is critical to the Authority and will be a requirement of the MPC manager.

OBJECTIVES

MPEA is issuing this Request for Proposals (RFP) seeking a qualified, experienced facility management firm capable of providing a full range of comprehensive management services for the McCormick Place[®] Complex (MPC) in Chicago, Illinois.

The Successful Proposer will be responsible for the comprehensive management and operation of the McCormick Place Complex, specifically related to sales, show management, and related operations. The Successful Proposer must demonstrate its ability to work collaboratively with MPEA and its other campus partners including staff from Choose Chicago, Hyatt Regency McCormick Place, Marriott Marquis Chicago, and the McCormick Place food service manager. Proposers are encouraged to carefully review the current facilities management agreements posted on the MPEA website.

It is the desired goal of the Authority to have an executed management contract with the successful Proposer no later than May 2022. The new management contract will begin July 1, 2022.

GOALS

The Authority strives to operate a first-class, high-quality, state-of-the-art convention center that is competitive in the industry and meets the needs of conventions, trade shows, consumer shows, meetings, entertainment and community events. The Authority has identified several overall operational goals for the MPC. The intent, through the management agreement as agent of the Authority, is to achieve these goals in a timely cost-effective manner. The goals are summarized below.

1. Adhere to the goals of the Reform Legislation, including those pertaining to the Authority's, City of Chicago's, and State of Illinois' shared compelling and proprietary interests in McCormick Place.
2. Create systems and policies to mitigate any unnecessary MPC operating expenses.
3. Identify and implement initiatives to enhance MPC revenues and cash flow, while ensuring that the MPC remains economically competitive with other convention venues, and that conventions, exhibitions, trade shows, and other meetings are attracted to and retained at the MPC by producing a friendly environment for customers, exhibitors, show and event managers, and by controlling costs for customers and show managers.
4. Properly operate and safeguard the Authority's capital investment in the MPC through the exercise of the highest standards of operations, assist the Authority in the process of maintenance, and preservation, and, as the need arises, recommend capital improvements.
5. Provide exceptional services to all of the MPC, including event organizers and visitors attending events at the MPC, thereby maximizing customer satisfaction as exhibited by an industry-wide positive image of the MPC and maximizing MPC re-bookings.
6. Working collaboratively with MPEA to continue the progress made with the legislation in terms of defining labor work rules and jurisdictional issues in order

to continue a downward pressure on exhibitor and show management costs while maintaining high service levels.

7. In collaboration with all business units (Hotel partners, Choose Chicago and MPEA) maximize the economic impact to the community, region, and state (via the accommodation of non-local conventions, trade shows, conferences and meetings) and overall utilization of the facility, while focusing on controlling costs for the MPC. Innovative and experienced approaches in striking this critical balance are very important to the Authority.
8. Develop and implement initiatives to penetrate new markets, attract new events and promote the MPC to enhance usage of the convention center and to increase hotel occupancy.
9. Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.
10. Develop and implement an Equal Employment Opportunity and workforce diversity plan.
11. Develop and implement a Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) utilization plan in accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 (b).
12. Develop and implement an innovative, actionable sustainability plan specific to MPC. Consistently support sustainability efforts and achieve, at minimum, an annual diversion rate of 60%. Successfully obtain a third party audited sustainability certification or recognition such as Green Globes, in addition to the EIC Sustainable Event Standards certification.

The Authority is seeking responses to this RFP that describe how the Proposer will go beyond current or traditional practices, utilizing creativity and ingenuity, to help elevate McCormick Place in the view of customers domestically and internationally. The Authority wishes to establish McCormick Place as a recognized center of innovation and an organization that contributes on a regular basis to the development and enhancement of global industry best practices. Areas of creativity described in the response should include the following:

1. Sustainability

Creating a positive green reputation and support achievement of elevated Event Industry Council Sustainable Event Standard Gold and Platinum certification levels, the Proposer will develop and implement innovative measures such as, but not limited to, pedal charging stations for mobile devices.

2. Event Booking

Taking an aggressive approach to booking convention/tradeshow business, while at the same time collaborating with MPEA hotels to book shorter term conferences, corporate, and other events that use significant hotel inventory and that require meeting and ballroom space within McCormick Place.

3. Fostering Collaborative Relationships

Implementing policies and procedures that help foster collaboration between key partners, including MPEA hotels, Choose Chicago and MPEA leadership.

4. Technology

Developing near and long-term plans to maintain McCormick Place technology infrastructure and service at the highest level in the industry.

SECTION III –SCOPE OF SERVICES

The Successful Proposer will be responsible for the comprehensive management and operation of the McCormick Place Complex, specifically related to sales, show management, and related operations. The Successful Proposer must demonstrate its ability to work collaboratively with MPEA and its other campus partners including staff from Choose Chicago, Hyatt Regency McCormick Place, Marriott Marquis Chicago, and the McCormick Place food service manager.

At the conclusion of the process outlined in this RFP, the Authority intends to enter into a contract for services to operate the facilities described herein (the Management Contract). The scope that will be incorporated into the contract may include, but is not limited to, the following items:

A. Management

1. The Successful Proposer shall manage and operate the MPC in accordance with policies approved by the Authority. The Successful Proposer shall be responsible for all event management, sales and marketing of the MPC and shall operate the MPC in the public interest and in accordance with the highest professional and ethical standards at all times.
2. The Successful Proposer shall be responsible for recommending for Authority approval all rental rates, fees, and charges for services provided throughout the MPC.
3. The Successful Proposer shall establish an effective system of communication that encourages collaborative efforts between the MPC and other segments of the hospitality industry, including the Chicago Convention and Tourism Bureau (Choose Chicago) the Chicago hotel industry and other visitor industry segments.
4. The Successful Proposer will have oversight responsibility over any and all of its sub-contractors and concessionaires, as set forth in the Management Contract. The Successful Proposer will also negotiate future sub-contractor agreements, to be approved by the Authority.
5. The Successful Proposer shall prepare and submit annual budgets for the MPC's operation. The Proposer shall also establish a system of internal controls to provide reasonable assurance that the MPC's resources are used in an effective and efficient manner. The Proposer shall keep full and accurate accounting records relating to its activities at the MPC, in accordance with general accounting principles and acceptable in form and substance to the MPEA.
6. The Successful Proposer will administer payroll systems for all persons employed by the Proposer at the MPC and MPEA.

7. The Successful Proposer will develop procurement policies, adhering to applicable state laws and regulations as well as to any applicable Authority policies as directed by the Authority.
8. The Successful Proposer will undertake MPC information technology functions and maintain systems that meet the current demand and needs of show management, exhibitors and attendees.
9. At the conclusion of the term of the negotiated agreement, the Successful Proposer shall be responsible for returning the MPC and Furniture, Fixtures and Equipment (FF&E) to the Authority in the same condition in which they were provided, except for normal wear-and-tear.
10. The Successful Proposer shall report and provide regular reports to the Authority's designated Contract Manager or representative. The Authority shall make periodic inspections of the MPC and equipment to determine that they are being maintained in a neat and orderly condition. The Proposer will be required to make any improvements in cleaning or maintenance methods as required by the Management Contract.
11. The Successful Proposer shall abide by all applicable local, county, state, and federal laws pertaining to its operation and shall secure all licenses and permits necessary for the operation of the MPC. The Successful Proposer shall be responsible for, and pay all federal, county, city and state taxes arising as a result of the Management Contract, including those levied against the Authority.
12. The Successful Proposer shall negotiate and execute all agreements for use of MPC space for events.
13. All areas of the MPC are to be kept clean, orderly, attractive, and sanitary at all times and in strict accordance with the applicable laws, ordinances, rules, and regulations as well as the standards of the Authority, including, but not limited to maintaining Global Biorisk Advisory Council (GBAC) STAR accreditation.
14. The Authority shall have the right to reject the character of services and require that undesirable practices be discontinued or remedied. Failure of the Successful Proposer to take appropriate action after notification from the Authority and a reasonable opportunity to cure may result in the cancellation of the Management Contract in the discretion of the Authority.
15. The Successful Proposer shall constantly endeavor to improve the operation of the MPC with a view toward developing the most efficient and highest quality of service to the customers, controlling operating costs, increasing the quality of security, and maximizing gross receipts without negatively impacting MPC, exhibitor or show manager costs.

16. The Successful Proposer shall subject its employees to drug testing and criminal background checks. Employees shall at all times maintain a professional appearance consistent with the requirements of the Management Contract.
17. The Successful Proposer shall not employ any person who does not conduct him or herself in a business like and professional manner and shall promptly take appropriate disciplinary action against employees who do not meet this standard, up to and including termination. Any employee so terminated shall not be re-employed at the MPC without the written consent of the Authority, as specified in the Management Contract.
18. The Successful Proposer shall thoroughly train and closely supervise all employees so that they are aware of and habitually practice high standards of performance, conduct, cleanliness, courtesy, and service.
19. The Successful Proposer will be required to conduct pre- and post- show on-site inspections for all events held at the facilities and include detailed reporting of the building's condition. These written inspections will be used by the Authority to initiate maintenance projects that are important to ensuring the long-term appearance and functionality of the MPC.
20. The Successful Proposer shall comply with and enforce the McCormick Place Security Guidelines and shall be responsible for managing the Security Department and security functions at the facilities. The current guidelines are incorporated as Exhibit F in the agreement with the current manager. The Successful Proposer shall periodically review and update these guidelines in collaboration with MPEA.
21. The Successful Proposer must:
 - Achieve certification in compliance with the current Event Industry Council Sustainable Events Standard, Bronze level;
 - achieve Silver level standards by year three of the contract;
 - and at a minimum maintain Silver level standards for the remaining term of the contract.

The Proposer must coordinate with the food service contractor as well as the MPEA maintenance and operations team to create synergy as it relates to sustainability efforts. To ensure achievement of the MPEA goals and objectives, the Proposer 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.

22. The Successful Proposer shall be responsible for managing the Parking Management Agreement. The Successful Proposer shall be responsible for procuring and contracting services including, but not limited to:
 - Housekeeping
Housekeeping includes grounds cleaning, general building cleaning and maintenance, snow removal and meeting room set-up
 - Waste hauling services

B. Sales and Marketing

The Successful Proposer shall be responsible for maximizing the revenue performance of the campus and optimizing utilization of the space. The Successful Proposer shall establish a positive relationship with Choose Chicago, industry associations, hotels, and other appropriate agencies to develop and engage in marketing, advertising, solicitation and promotional activities, as required to develop the full potential of the MPC. The event sales booking responsibilities shall consist primarily of those activities performed to attract and book events within a 24-month time frame, and to support Choose Chicago for events that book outside the 24-month time frame. The Proposer will develop promotional material and maintain MPC websites and social media.

The Successful Proposer will collaborate with MPEA hotels to book shorter term conferences, corporate, and other events that use significant campus hotel inventory and that require space within McCormick Place.

C. Facility Condition Monitoring

1. The Successful Proposer shall be responsible for monitoring the facilities to assist the Authority in maintaining a neat and orderly operation at all times. The Successful Proposer shall meet with Authority facilities staff regularly and address issues raised during those meetings in a timely manner. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the Authority, including non-capital repairs and maintenance. The Successful Proposer shall be responsible for informing the Authority of degraded conditions.
2. The Successful Proposer shall be responsible for, or shall oversee, vendor contracts pertaining to the necessary housekeeping and waste hauling services to properly maintain the MPC. No signs or advertising identifying the Successful Proposer, or its subcontractors, shall be placed on the premises unless first approved, in writing, by the Authority's Contract Manager or his/her authorized representative. The Successful Proposer shall make available all areas of the MPC under its control for examination at any time by the Authority or an authorized representative.
3. No alterations or additions shall be made to the MPC, or any part thereof, without first having obtained the written consent of the Authority's Contract Manager or an authorized representative. Authorized alterations or additions shall become the property of the Authority.
4. The Successful Proposer shall not remove any FF&E furnished to the MPC without the express written permission of the Authority.
5. The Successful Proposer shall replace, at its own expense, any FF&E provided under the Agreement that has been destroyed or damaged with like equipment.

SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

RFP PROCESS

The Proposer's written response including all mandatory submission requirements and information regarding its Proposal for "**McCormick Place Management**" is due no later than **12:00 PM (CST) on Thursday, January 27, 2022.**

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents will be available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" beginning on Friday, December 10, 2021. The Authority requests that all Proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by email, referencing RFP "**#2021-30-M McCormick Place Management**" to mpeaprourement@mpea.com to register Proposer's company as a document holder.

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

Proposers are to contact **ONLY** the MPEA Procurement Department at mpeaprourement@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 and will respond throughout the pre-submittal period. All questions must be received no later than 12:00 PM (CST) on **Thursday, January 6, 2022.** Questions must be submitted in writing to mpeaprourement@mpea.com. A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website.

A pre-proposal conference and site visit will be held on **Tuesday, January 4, 2022 at 9:00 AM (CST)** beginning at the McCormick Place Corporate Center, located at 301 East Cermak Road, Chicago, Illinois 60616. A tour of portions of the facility will be conducted immediately following the meeting.

RSVP for pre-proposal conference here: [McCormick Place Convention Center Management \(Reissue\) | RFP #2021-30-M – MPEA](#)

RFP submittals are due no later than **12:00 PM (CST), Thursday, January 27, 2022.** Interested parties must submit an electronic version (PDF and/or Word) of its proposal via email to mpeaprourement@mpea.com, or via a secure file sharing platform such as Dropbox or similar, before the deadline. The email must reference the RFP #2021-30-M.

At this time MPEA is suspending receipt of hardcopies.

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

The responsibility for submitting a response to this 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 PM (CST) on Thursday, January 27, 2022** 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 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

Proposers are to provide a thorough submittal using the guidelines presented herein. Submittals should provide a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements and the completeness and clarity of content. The following provides an outline of the information to be included in the RFP submittal. This outline is not all-inclusive, and Proposers can add information as deemed appropriate.

Profile of Firm

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

Experience and Past Performance

- Summarize the Proposer's experience and number of years in managing major market exhibition facilities or convention centers, including a list of current and former clients. Include references for selected facilities managed by the Proposer, including name, address, email and telephone numbers of key individuals who may

be contacted. Also, include the listing and size of other facilities/centers the Proposer has managed. A minimum of five (5) years' experience managing major market exhibition facilities or convention centers similar is required, **with a strong preference for publicly owned facilities**. A firm that has not been in operation for the minimum of five (5) years may present a submittal so long as the key personnel can demonstrate the minimum of five (5) years of upper-level management experience of major market exhibition facilities or convention centers.

- For each of the entities listed above, please provide three (3) references (with the name, title, and recently verified email address and telephone numbers of the contact person and the name and address for each entity).
- For each engagement comparable in scope and complexity to the MPC, the Proposer must submit at a minimum:
 - The executed contract and any amendments (if these are not available, provide a contact who the MPEA may contact)
 - Annual Budgets, actual annual financial results, variance between actual and budget, and annual operational performance achievements, including audits.
 - Provide sample operating policies and procedures and reports submitted to owner/governing body.
 - Describe your event management and accounting systems and provide sample records illustrating the capabilities of your system (include sample reports).
 - Describe your experience working with labor unions in a convention center setting.
 - Describe your strategic diversity and inclusion plan for employees and experience and ensuring compliance with business diversity goals, ensuring participation by MBE and WBE firms. The selected Proposer will be responsible for implementing a business diversity program with contracting goals of 25% MBE and 5% WBE.
 - Describe benchmarks and performance indicators for evaluating and communicating organization's performance in all key venue functional areas.

Legal Disclosures

- Detail any criminal or civil investigation or pertinent litigation pending or that has concluded within the last three (3) years against Proposer's organization or individuals within the organization or any related or affiliated entity.
- Detail any disputes or claims related to Proposer's performance of similar convention center management alleging negligence within the last three (3) years.
- Detail any disputes or claims Proposer has had with owner/contracting party in performance of similar convention center management within the last three (3) years. Did any of these disputes result in termination of the contract by either party?

Financial Strength

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

1. Balance Sheets for prior three years (fiscal years 2019, 2020 and 2021).
2. Income Statements for the prior three years (fiscal years 2019, 2020 and 2021).
3. Statements of Cash Flows for the prior three years (fiscal years 2019, 2020 and 2021).
4. Statement of changes in stockholder's equity for the prior three years (fiscal years 2019, 2020 and 2021).
5. Notes to Financial Statements.
6. Corporate/partnership federal income tax return for the last completed fiscal year.
7. Credit report (i.e. Dun & Bradstreet report).
8. Credit history letter(s) from financial institution(s).
9. Most recent quarterly financial statement.
10. Evidence of Insurance Coverage and Bonding Capacity

Management Plan for MPC

Based on the insight gained during each Proposer's site visit and other research particular to MPC operations, provide detailed descriptions of the approaches, initiatives, policy changes and other efforts that your firm would take with respect to the items described below. In responding to these items, Proposers are expected to provide information particular to the MPC, avoiding significant "boilerplate" responses.

1. Provide a description of the Proposer's overall philosophy and approach to the management and operation of the MPC.
2. Describe the operating policies and procedures to be employed to manage and operate the MPC, including approaches related to security, show management, customer service, assisting the Authority with MPC maintenance monitoring, event cleaning and set-up and related efforts, maintaining the facility condition, sales and marketing and space and calendar management.
3. Describe your specific approach for providing and managing Information Technology (IT) at the MPC, considering both your internal, MPC administrative, event/exhibitor service, and coordination with the Authority.

Detailed Transition Plan for MPC

Submit detailed elements of a transition plan, including the process and timing for transitioning personnel and financial systems. Recommendations as to the timing of the transition process should include a date for complete hand-over of MPC operations to the Successful Proposer. Responses should be specific to the conditions surrounding the MPC, and not be generic in nature.

The information pertaining to the proposed transition plan should, at a minimum, include the following:

1. Recruitment of key staff.
2. A plan to incorporate fair consideration to retain qualified and experienced employees; all personnel must be given the opportunity to interview.
3. The process and timing for assignment of contracts.
4. The process and timing for converting the financial accounting and event management systems.
5. Review of sales and marketing efforts and development of a sales and marketing plan.
6. The time frame for execution of the overall transition plan (including specific reference to key operational departments/functions such as human resources, sales/marketing, information technology, event service, etc.)

Detailed Sales and Marketing Plan

The Proposer must provide a detailed sales and marketing plan that at minimum must include the following:

1. Description of Proposers experience in working with (destination marketing organization) DMOs, including detail as to programs, goals and results for selected projects that distinguish the Proposer's ability to work in conjunction with these organizations.
2. Detailed components of a strategic marketing plan your firm would consider for the MPC. Discuss elements that address Proposer's approach to the unique conditions with respect to the MPC and how you will optimize the space. Focus your discussion on near term events (those that book within a 24-month window), how would you leverage Authority-owned hotels to maximize their event and room night generation, and how you would support the efforts of Choose Chicago for events that book outside of the 24-month window.
3. Identify how you will incorporate and activate your network to market on behalf of MPC.
4. Please provide us with your insights regarding industry trends and the impact of these trends on the sales and marketing functions of convention center management. Address specifically the relationships between the convention center manager, facility owner and, for locations with a DMO, the DMO. Secondly, provide a description of what you believe would be the ideal division of the sales and marketing functions between the McCormick Place manager, the MPEA and Chicago's DMO, Choose Chicago. Be as specific as possible with respect to which entity and individuals would perform which functions, and what the reporting relationships between the individuals and their entities would be. What is your outlook on the large events industry and how will your sales and marketing strategy capture new business based on these trends?

5. Describe your strategy to further diversify the events portfolio for the campus.
6. Detailed plan for managing space to maximize utilization of the entire campus.
7. Detailed organization chart for the proposed Sales and Marketing department.

Finance and Accounting

The Proposer must provide information regarding the Finance and Accounting approach that at minimum must include the following:

1. Describe your organizations polices, processes and procedures for developing operating budgets for each of your managed facilities. What software does your organization use for budgeting and does that software successfully integrate with the owner’s budget software?
2. Please discuss the accounting software you would propose to use for the management of McCormick Place financials. Has your accounting software successfully integrated with the accounting software of the owner (Oracle, JD Edwards)?
3. Describe the payroll process for your organization. Is payroll centrally managed or is it done on-site?

Approach to Environmental Sustainability

The Proposer shall summarize its approach to ensuring environmental sustainability as part of the operations of the MPC, and how it will meet the Sustainability requirements as outlined in the Scope of Services.

Compliance with MPEA Act and Reform Legislation

MPEA is subject to the requirements of the MPEA Act, 70 ILCS 210/1 et seq. as amended by Public Acts including P.A. 096-0898 and P.A. 096-0899 (the “Reform Legislation”) and various amendments since, most recently P.A. 102-0016. Please state that you have reviewed the MPEA Act and the Reform Legislation. The full text of the MPEA Act and the Reform Legislation is available at www.ilga.gov:

MPEA Act: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=829&ChapterID=15>
096-0898: <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0898&GA=96>.
096-0899: <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0899&GA=96>
102-0016: [Illinois General Assembly - Full Text of Public Act 102-0016 \(ilga.gov\)](http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=102-0016&GA=96)

General Manager Candidates

Identify and provide resumes for at least three (3) candidates for General Manager. Describe each candidate’s demonstrated extensive experience with operations of large exhibition and convention center facilities. Statement outlining why you believe each candidate will be an ideal candidate for MPC.

Key Personnel Qualifications

Detail the experience and qualifications of any individual or individuals that would be included as part of the MPC management team (other than General Manager). Include the resumes outlining the experience, education, and performance record of individuals who would be instrumental in the management and operation of the MPC.

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 female 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 female 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.

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 management 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.

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.

Proposed Fee Structure

Proposer must complete Required Form F – Proposed Fee Structure. The fee proposal should include (i) the annual management fee required to operate the MPC (inclusive of fixed and variable fees), 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 in the Management Agreement 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.

1. Fixed Fee Component. Proposers are required to propose a compensation arrangement that includes an annual fixed management fee. Proposers are required to indicate whether or not all or any part of the proposed general manager's, or any other key personnel salary is to be derived from either the fixed management fee or the incentive fee. Any portion of the general manager's salary which is not derived from the management or incentive fee must be included in the staffing plan and proposed operating budgets for the MPC.
2. Incentive Fee Component: Proposers are also required to propose an incentive fee that shall be applicable during the operating period of the agreement. Note that the Authority has prepared conceptual incentive criteria that address performance areas important to the Authority, as included in Appendix B - Form of Management Agreement Section 5.2. It will be important for the incentive fee structure to reward areas that include superior performance in the areas of revenue and expense management, customer satisfaction, event generation, facility maintenance, and potentially other relevant areas. Proposers are required to provide a framework for the basis of their proposed incentive structure, which will be finalized through negotiation with the Authority.

Bid Bond

Proposer must furnish a Bid Bond in the penal sum of fifty thousand dollars (\$50,000) and submit it in a separate, sealed envelope within the Proposal container as per Required Form J – Bid Bond Requirements. The Bid Bond shall become void if the Authority rejects the proposal or if the Authority and Proposer enter into a contract for said project by June 1, 2022. Otherwise, the Bid Bond is payable to the Authority, as liquidated damages. The Bid Bond shall be issued by a corporate surety or sureties, licensed and authorized to do business in Illinois.

Performance Bond and Fidelity Bond

Upon execution of the Management Agreement, the Successful Proposer shall furnish a performance bond in the amount of three million dollars (\$3,000,000) as security for the faithful performance of the Agreement. Successful Proposer shall also furnish a fidelity bond covering all of Successful Proposer's personnel under the Management Agreement in the amount of one million dollars (\$1,000,000) for each loss. Such bonds shall be issued by a surety licensed and authorized to do business in the State of Illinois, and also listed on the latest "United States Department of the Treasury Federal Register of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" with a rating of A(X) or better by A. M. Best Company. Each Proposal must be

accompanied by written evidence of the Proposer's ability to procure the preceding performance and fidelity bonds.

Required Forms

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

- Required Form A Form of Transmittal Letter
- Required Form B Statement of Business Organization
- Required Form C Statement of Qualifications
- Required Form D Proposer Certifications
- Required Form E Disclosure of Lobbyists
- Required Form F Proposed Fee Structure
- Required Form G Notification of Exceptions
- Required Form H Insurance Requirements
- Required Form I MBE/WBE Profile
- Required Form J Bond Requirements

SECTION V. – RFP EVALUATION

EVALUATION PROCESS

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

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

EVALUATION CRITERIA

In evaluating the Proposals, the Authority will consider the quality and strength of the following:

- a. **Experience and Qualifications:** Experience, qualifications, performance on similar past service agreements. Whether the Proposer has demonstrated previous experience of similar scope as described in the RFP.
- b. **Financial Capability:** Whether the Proposer has provided sufficient evidence of their company's financial abilities to perform the work.
- c. **Management Plan for MPC:** The strength of the Proposer's approach to the management and operation of MPC. Further, the extent to which the Proposer has developed creative approaches related to security, show management, customer service and other areas that are reflective of the overall services unique to McCormick Place.
- d. **Transition Plan for MPC:** The Proposer's thoroughness and applicability to unique conditions relative to the MPC of key elements of a transition plan and the timing of the transition process.
- e. **Sales and Marketing Plan:** Proposer's ability to market and sell McCormick Place to increase business in existing markets, and to business in new markets to sustain future operating revenues. The Proposer's initiatives to work closely with Choose Chicago to support a positive impression of the campus amongst the event planner community.

- f. **Approach to Environmental Sustainability:** Proposer's demonstrated record of successfully introducing environmental sustainability programs as part of their operations and maintaining the program.
- g. **Strength of General Manager and MPC Management Team:** The industry knowledge and experience of the management candidates and the results of the oral interviews with each general manager candidate. In addition, the experience and qualifications of any other key executives included in the proposed MPC management team.
- h. **Proposed Fee:** The Proposer's reasonableness and competitiveness of the proposed fixed fee component and incentive fee component.
- i. **Minority & Women Business Owned Business Enterprise Utilization Plan:** Whether the Proposer has identified a detailed plan to utilize MBE/WBE firms as subcontractors and Proposer's commitment to making a good faith effort in maintaining the subcontracting policies currently in place for the MPC, while identifying additional opportunities for MBE/WBE participation beyond existing contracts.
- j. **Strategic Diversity, Equity and Inclusion Plan:** The strength of a strategic diversity, equity and inclusion plan that includes goals, objectives and progress measurements designed to affirmatively recruit, develop, retain, and promote a diverse and inclusive workforce and to foster an inclusive workplace. The diversity of the proposed management team, as well as the proposed measures for recruiting a diverse workforce.

EVALUATION AND AWARD PROCESS

The evaluation and award process is as follows:

1. Review of the Proposals to assess compliance with mandatory administrative requirements
2. Detailed evaluation of Responsive Proposals by the Committee
3. Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee)
4. Contract negotiations with one or more Proposers
5. Evaluation Committee award recommendation to the MPEA's CEO and Board
6. Award decision by the Board
7. 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 or cancel this RFP when such action 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, ASM Global (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 were disclosed in Required Form B, STATEMENT OF BUSINESS ORGANIZATION, of the RFP Proposers must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended.

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

Insurance Requirements

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

Freedom of Information Act

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

Confidentiality

Except with the Authority's approval, the Proposer shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than the Authority or its designated representatives, or as required by law, any non-public information which it

may have obtained during the RFP process concerning any matter relating to the work or regular business of the Authority.

Taxes

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

Rejection of Proposals

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

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

Protests

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

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

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

SECTION VI. – REQUIRED FORMS

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

- A. FORM OF TRANSMITTAL LETTER
- B. STATEMENT OF BUSINESS ORGANIZATION
- C. STATEMENT OF QUALIFICATIONS
- D. PROPOSER CERTIFICATIONS
- E. DISCLOSURE OF LOBBYISTS
- F. PROPOSED FEE STRUCTURE
- G. NOTIFICATION OF EXCEPTIONS
- H. INSURANCE REQUIREMENTS
- I. MBE/WBE PROFILE
- J. BOND REQUIREMENTS

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: **MCCORMICK PLACE MANAGEMENT
RFP #2021-30-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 **MCCORMICK PLACE 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 Proposal 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 **MCCORMICK PLACE 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-J as issued by the MPEA have not been altered other than to provide information requested, and that completed Forms A-J have been examined by me and to the best of my knowledge and belief are true, correct and complete.

Signed: _____

Typed/lettered name of signatory

As: _____

(Relationship to Proposer/Title/etc.)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

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

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

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

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

- (a) Firm Name _____
- (b) Official Address _____
- (c) Fax Number _____
- (d) Telephone Number _____
- (e) FEIN _____
- (f) List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 1/2%) in the business organization. If no individual does, indicate "NONE".
 - i. Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 1/2%) in such "holding firm". (Use a separate page if necessary).
 - ii. Affiliated entities: List each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 1/2%) in any affiliated entities. (Use a separate page if necessary).

Name	Percentage Ownership

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

(g) List the names of all managing partners:

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

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

(a) Corporate or Company Name _____

(b) Date of Incorporation _____

(c) State of incorporation _____

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

YES NO

(e) Name and address of registered agent _____

(f) Fax Number _____

(g) Telephone _____ Email address _____

(h) FEIN _____

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

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

PROPOSER: _____

- (j) List each individual having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in the business organization. If no individual does, indicate "NONE".

Holding firms: Where owners are themselves a corporation, LLC, partnership or other business entity, list the business entity's name and each individual or business entity having a beneficial interest directly or indirectly, of more than seven and one-half percent (7 ½%) in such "holding firm". (Use a separate page if necessary).

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

Name	Percentage Ownership

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

Signatory's Name _____

Title _____

Address _____

Email Address: _____

Phone Number: _____

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

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

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

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

Number of consecutive years at this location: _____

Date when business was organized _____

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

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

4. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

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

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

If yes to either question, provide details. _____

REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

PROPOSER: _____

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

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

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

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

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

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

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

Contact Name _____

Title _____

Address _____

Telephone _____ Email address _____

REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT: **MCCORMICK PLACE MANAGEMENT**

PROJECT NUMBER: **2021-30-M**

PROPOSER: _____

CHECK BOX(ES) TO CERTIFY:

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

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

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

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

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

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

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

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

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

B. CERTIFICATION

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

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

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

REQUIRED FORM F – PROPOSED FEE

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

The fee proposal should include (i) the annual management fee required to operate the MPC (inclusive of fixed and variable fees), 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 in the Management Agreement 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.

1. Fixed Management Fee: \$ _____

2. Incentive Fee: \$ _____

- a. Performance Incentive Fee – (total of 65%)
 - i. Customer Satisfaction – 20%
 - ii. Wintrust Arena Benchmark- 10%
 - iii. Hotel Partner Benchmark -10%
 - iv. Convention and Tourism Partner Benchmark – 10%
 - v. Sustainability -10%
 - vi. Facility Condition -5%

The minimum thresholds for all of the above Performance Incentive Fee metrics must be met before Manager is eligible for the Financial Performance Incentive Fee.

Manager must meet both benchmarks below.

- b. Financial Performance Incentive Fee- 35%
 - i. Revenue Target Benchmark
 - ii. Net Operating Surplus/Deficit Benchmark

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

REQUIRED FORM G – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

Proposer must complete this REQUIRED FORM G 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 #2021-30-M and has attached a comprehensive list to this Required Form G – Notification of Exceptions.

REQUIRED FORM H – INSURANCE REQUIREMENTS

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

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

Section 1.1 Manager Insurance. Manager shall procure and maintain, for the Management Term of this Agreement, the following policies of insurance, the incremental cost of which shall be an Operating Expense:

(a) *Professional Liability.* Professional liability insurance with a limit of at least Five Million Dollars (\$5,000,000) per claim covering the errors, acts or omissions of Manager in the performance of professional services under this Agreement. Such policy must include a retro date prior to or as of the date of execution of this Agreement and must state in its terms that it will be kept in force for three (3) years after the termination of this Agreement.

(b) *Employment Practices Liability.* Employment practices liability insurance with a limit of at least Five Million Dollars (\$5,000,000) per claim and aggregate. Such policy shall also have a retro date prior to or as of the date of execution of this Agreement and the coverage must be kept in force for three (3) years after the termination of this Agreement.

(c) *Crime Insurance.* Crime insurance with an endorsement that names Owner as a loss payee with minimum coverage in the amounts set forth below, which coverage shall be evidenced on a Discovery Form:

Coverage	Limit
Employee Theft/Dishonesty	\$1,000,000
On Premise Coverage for Theft, Disappearance, Destruction of Money and Securities	\$1,000,000
Off Premise Coverage for Theft, Disappearance, Destruction of Money and Securities	\$1,000,000
Forgery & Alterations	\$1,000,000
Money Orders/Counterfeit Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Credit Card Fraud	\$1,000,000
Computer Fraud with Funds Transfer including Wire Funds Transfer	\$1,000,000

(d) *Worker's Compensation and Employer's Liability.* Worker's compensation insurance in compliance with the statutory requirement of the state of operation and employer's liability with a limit of \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

(e) *Tenant User General Liability Program.* Tenant user liability insurance program that may be offered to third parties who want to use the Facility for any activities such as hosting a meeting but are unable to provide evidence of insurance; *provided* that it is understood that such program may not be used for conventions. Insurance

policies offered through this program shall name Manager and Owner as additional insureds and shall offer coverage in the limits set forth below:

Coverage	Limit
General Annual Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000

(f) Cyber Liability Aggregate Limit of \$1,000,000

(g) Notwithstanding anything to the contrary herein, Manager's assumption of liability is independent from, and not limited in any manner by, Manager's insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by Manager to Owner as a result of the liability provisions of this Agreement shall be paid on demand.

(h) Manager shall be the named insured under all of the policies referenced in this Section, except policies issued under the tenant user general liability program under which Manager shall be named as an additional insured. Owner its trustees, facilities, agents, officers, board members and employees shall be additional insureds under the policies referenced in Section (excluding professional liability, employment practices liability and worker's compensation and employer's liability). The insurance certificate shall state that Owner, its trustees, facilities, agents, officers, board members and employees are additional insureds on the tenant user general liability program, and as loss payee for the crime liability coverage.

(i) Certificates of insurance or certified copies of the policies, evidencing the existence of all of the above required insurance, all in such form as Owner may reasonably require, shall be delivered to Owner upon the execution of this Agreement. Notwithstanding the provisions of this Section, the Parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type and acceptable to Owner. Each such policy shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving 90 days' notice thereof to Metropolitan Pier and Exposition Authority, Corporate Center, 301 East Cermak Road, Chicago, IL 60616, sent by certified mail, return receipt requested."

(j) A renewal certificate of insurance or binder evidencing renewal of all insurance required under this Section shall be delivered to Owner before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(k) All insurance procured by Manager in accordance with the requirements of this Agreement shall be primary over any insurance carried by Owner and not require contribution by Owner. Other than crime insurance, professional liability insurance and employment practices liability insurance, all insurance procured by Manager shall be an occurrence basis policy (rather than a claims made policy). It is acknowledged that the professional liability insurance and employee practices liability insurance will be on a claims made basis and therefore, Manager agrees to maintain such insurance in accordance with this Agreement for at least three (3) years following the termination date of this Agreement.

(l) With the exception of worker's compensation and employer's liability, the insurance coverage obtained by Manager shall contain no non-standard, special and/or unusual exclusions or restrictive endorsements without prior consent of Owner. No such insurance coverage shall contain a deductible or self-insurance retention in excess of Two Hundred Fifty Thousand Dollars (\$250,000) without the prior consent of Owner, unless otherwise agreed. All such insurance policies must be obtained from a carrier licensed or admitted to do business in the State of Illinois having a rating of A-VIII or better from A.M. Best Company.

Section 1.2 Performance Bond. Manager shall provide to Owner a performance bond in the amount of Three Million Dollars (\$3,000,000) to protect Owner against loss due to the inability or refusal of Manager to perform under this Agreement. The cost of the performance bond shall not be reimbursable as an Operating Expense. The bond should be issued by a corporate surety or sureties acceptable to Owner, 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].

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 90 days' notice to Owner, sent by certified mail, return receipt requested.

If the bond is canceled during the Management 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 Owner. Alternate financial assistance could be in the form of a certified check or letter of credit.

Section 1.3 Property Insurance. Manager shall maintain all-risk property insurance to cover personal property owned by Manager at the Facility in the amount of the full replacement cost value thereof and shall maintain such insurance throughout the Management Term of this Agreement. The cost of such insurance will not be reimbursable as an Operating Expense.

Certificates evidencing the existence thereof, all in such form as Owner may reasonably require, shall be delivered to Owner upon the commencement of this Agreement. Notwithstanding the provisions of this Section, the Parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving 30 days' notice thereof to Metropolitan Pier and Exposition Authority, Corporate Center, 301 East Cermak Road, Chicago, IL 60616, sent by certified mail, return receipt requested."

A renewal certificate of insurance or binder evidencing renewal of the insurance required under this Section shall be delivered to Owner at least thirty (30) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

REQUIRED FORM I – MBE/WBE PROFILE

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

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

If Yes, complete 1 – 4 below:

1. Check the Status of Proposer:

Minority-Owned Business Enterprise (MBE)

Women-Owned Business Enterprise (WBE)

2. Gender:

Male
 Female

Race/Ethnicity:

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

Type of Firm:

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

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

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

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

Identify Agency certification is pending with: _____

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

REQUIRED FORM J – BOND REQUIREMENTS

NAME OF PROJECT: MCCORMICK PLACE MANAGEMENT

PROJECT NUMBER: 2021-30-M

PROPOSER: _____

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

The Bid Bond must be sent, and received prior to the Proposal due date, to the following address:

McCormick Place Corporate Center
Attention: Hilary Barker, Director of Procurement
301 East Cermak Road
Chicago, Illinois 60616

[] PROPOSER ACKNOWLEDGES THAT IT HAS FURNISHED A BID BOND AND SUBMITTED IT WITH THIS REQUIRED FORM J, AS SPECIFIED BELOW:

Proposer must furnish a Bid Bond in the penal sum of fifty thousand dollars (\$50,000). The Bid Bond shall become void if the Authority rejects the Proposal or if the Authority and Proposer enter into a Contract for said project by June 1, 2022. Otherwise, the Bid Bond is payable to the Authority, as liquidated damages. The Bid Bond shall be issued by a corporate surety or sureties, licensed and authorized to do business in Illinois.

[] 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:

Upon execution of the Management Agreement, the Successful Proposer shall furnish a performance bond in the amount of three million dollars (\$3,000,000) as security for the faithful performance of the Agreement. Successful Proposer shall also furnish a fidelity bond covering all of Successful Proposer's personnel under the Management Agreement in the amount of one million dollars (\$1,000,000) for each loss. Such bonds shall be issued by a surety licensed and authorized to do business in the State of Illinois, and also listed on the latest "United States Department of the Treasury Federal Register of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" with a rating of A(X) or better by A.M. Best Company.

EXHIBIT 1 – DRAFT COMPENSATION AND PERFORMANCE MANAGEMENT

DRAFT SUBJECT TO ADDITIONAL REVIEW BY AUTHORITY

Per Required Form D, of the RFP, the language below and the compensation proposal are subject to negotiation and must conform with the governing IRS regulations. This is Article 5 in the current Management Agreement.

ARTICLE 2

COMPENSATION AND PERFORMANCE MANAGEMENT

Section 2.1 Management Fee. As base compensation to Manager for providing the services herein specified during the Management Term, Owner shall pay Manager during the Management Term an annual fixed Management Fee. The annual fixed Management Fee for the Fiscal Year beginning on July 1, 2022 and ending on June 30, 2023 shall be \$_____ and the annual fixed Management Fee for subsequent Fiscal Years shall be adjusted on the first day of each Fiscal Year during the Management Term by the percentage change in the 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 Fiscal 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 Fiscal Year. The amount of any annual fixed Management Fee for any partial year shall be prorated to reflect the actual number of days for such Fiscal Year. The fixed Management Fee shall be payable from the Facility Operating Account in equal monthly installments on the first day of each month for the immediately preceding month; *provided, however*, that for any partial month such amount shall be prorated to reflect the actual number of days for such month.

Section 2.2 Incentive Fee.

(a) *Incentive Fee.* In addition to the Management Fee set forth in Section 5.1, Manager is eligible for an annual Incentive Fee. Owner shall pay to Manager the portion of the annual Incentive Fee earned for that Fiscal Year. The maximum amount of the annual Incentive Fee for the Fiscal Year beginning on July 1, 2022 and ending on June 30, 2023 shall be \$_____ and for each subsequent Fiscal Year the annual fixed Incentive Fee amount shall be adjusted on the first day of each Fiscal Year during the Management Term by the same CPI-U adjustment as the Management Fee, but in no event exceeding three percent (3%) in any one Fiscal Year. Consistent with Manager’s performance on the Performance Incentive Fee benchmarks pursuant to Section 5.2(c)(i) –(vi), the Performance Incentive Fee shall be payable by Owner to Manager 90 days after the last day of the Fiscal Year.

Manager must meet Facility Condition Benchmark, and the minimum qualifying targets for the Customer Satisfaction Score, Event Center Benchmark, Hotel Partner Benchmark, Convention and Tourism Bureau Partner Benchmark, and Sustainability Benchmark Key Performance Indicators as a precondition for eligibility for the Financial Performance Incentive Fee.

(b) *Performance Incentive Fee.* In addition to the Management Fee set forth in Section 5.1, based solely on Manager's performance in any Fiscal Year of the Key Performance Indicators set forth below in Section 5.2(c), Owner shall pay to Manager an annual Performance Incentive Fee for that Fiscal Year. Consistent with Manager's performance on the Key Performance Indicators set forth below in Section 5.2(c), the Performance Incentive Fee shall be payable by Owner to Manager 90 days after the last day of the Fiscal Year.

(c) *Key Performance Indicators.* Manager shall qualify to receive a portion of the Incentive Fee for any given Fiscal Year based on Manager's performance on the key performance indicators set forth below (the "Key Performance Indicators"):

(i) Customer Satisfaction Score (up to 20% of the Incentive Fee): Manager shall provide the show manager of each major event (as mutually determined by Owner and Manager) with reasonable opportunity to submit a Customer Satisfaction Survey. To meet the minimum threshold to be eligible for the Financial Performance Incentive Fee, Manager must meet an average of at least 80. Manager is eligible for this portion of the incentive fee in accordance with the following:

- (A) Average score between 80 and 85, Manager will receive 5% of the Incentive Fee;
- (B) Average score between 85 and 90, Manager will receive 10% of the Incentive Fee.
- (C) Average score between 90 and 95, Manager will receive 15% of the Incentive Fee.
- (D) Average score above 95, Manager will receive 20% of the Incentive Fee.

(ii) Event Center Benchmark (up to 10% of the Incentive Fee): Manager must book a certain number of events at the Event Center that is greater than or equal to the Event Center Benchmark established for the applicable Fiscal Year. The Event Center Benchmark shall be established as part of the annual sales and marketing plan and finalized before the applicable fiscal year, taking into consideration the minimum attendance and types of events. To meet the minimum threshold to be eligible for the Financial Performance Incentive Fee, Manager must meet at least 90% of the Event Center Benchmark.

- (A) If Manager meets at least 90% of the goal, Manager will receive 3% of the Incentive Fee;
- (B) If Manager meets at least 95% of the goal Manager will receive 6% of the Incentive Fee.
- (C) If Manager meets or exceeds the goal, Manager will receive 10% of the Incentive Fee.

(iii) Hotel Partner Benchmark (up to 10% of the Performance Incentive Fee): Manager must collaborate with the McCormick Place hotel partners (currently Hyatt Regency McCormick Place and the Marriott Marquis Chicago) to book a certain number of qualifying events using space within the McCormick Place Convention Center. The Hotel Partner Benchmark shall be established as part of the annual sales and marketing plan and finalized before the applicable fiscal year, taking into consideration the minimum attendance and types of events booked in the current fiscal year. To meet the minimum threshold to be eligible for the Financial Performance Incentive Fee, Manager must meet at least 90% of the Hotel Partner Benchmark.

(A) If Manager meets at least 90% of the goal, Manager will receive 3% of the Incentive Fee;

(B) If Manager meets at least 95% of the goal, Manager will receive 6% of the Incentive Fee.

(C) If Manager meets or exceeds the goal, Manager will receive 10% of the Incentive Fee.

(iv) Convention and Tourism Bureau Partner Benchmark (up to 10% of the Incentive Fee): Manager must collaborate with the Authority's destination marketing organization, Choose Chicago. The Convention and Tourism Bureau Benchmark shall be established as part of the annual sales and marketing plan and finalized before the applicable fiscal year, taking into consideration the minimum attendance and types of events booked in the current fiscal year. The Convention and Tourism Bureau Partner Benchmark is based on a target number of future hotel room nights for definite bookings at McCormick Place verified in the current fiscal year. To meet the minimum threshold to be eligible for the Financial Performance Incentive Fee, Manager must meet at least 90% of the Convention and Tourism Bureau Partner Benchmark.

(A) If Manager meets at least 90% of the goal, Manager will receive 3% of the Incentive Fee;

(B) If Manager meets at least 95% of the goal, Manager will receive 6% of the Incentive Fee.

(C) If Manager meets or exceeds the goal, Manager will receive 10% of the Incentive Fee.

(v) Sustainability Benchmark (up to 10% of the Incentive Fee): Manager must develop, implement, enforce, measure/verify, and report on sustainable policies and procedures in conformance with goals agreed to by the Authority and Manager, established in a detailed checklist to be completed annually. To meet the minimum threshold to be eligible for the Financial Performance Incentive Fee, Manager must meet at least 90% of the Sustainability Benchmark.

- (A) If Manager meets at least 90% of the goal, Manager will receive 3% of the Incentive Fee;
- (B) If Manager meets at least 95% of the goal, Manager will receive 6% of the Incentive Fee;
- (C) If Manager meets or exceeds the goal, Manager will receive 10% of the Incentive Fee.

(vi) Facility Condition Benchmark (up to 5% of the Incentive Fee): Manager is responsible for maintaining the Facility Condition such that it is returned to the prior condition after each event by completing a pre-show and post-show walk through for every event, by completing and submitting a checklist, verified by an Authority representative, on the first day of move in and last day of move out, respectively. Manager must submit a pre and post show checklist for ALL events in order to qualify for the Facility Condition Benchmark portion of the Incentive Fee.

(d) *Financial Performance Incentive Fee. (up to 35% of the Incentive Fee)*: If the Manager has met the minimal thresholds for all of the Performance Incentive Fee components, and Manager satisfies, in any Fiscal Year, the Revenue Target and Net Operating Surplus/Deficit Benchmarks, as set forth below, Owner shall pay to Manager an annual Financial Performance Incentive Fee for that Fiscal Year. Consistent with Manager's performance on the Financial Performance Incentive Fee Test, the Financial Performance Incentive Fee shall be payable by Owner to Manager 90 days after the last day of the Fiscal Year.

(e) *Financial Performance Incentive Fee Test*. Manager shall qualify to receive the Financial Performance Incentive Fee for any given Fiscal Year only if Manager achieves both criteria set forth below in such Fiscal Year (the "Financial Performance Incentive Fee Test"):

(i) Revenue Target Benchmark: Manager must achieve total Operating Revenues at the Facility that are equal to or greater than the Revenue Target Benchmark for the applicable Fiscal Year to qualify for the Financial Performance Incentive Fee.

(ii) Net Operating Surplus/Deficit Benchmark: Manager must achieve a Net Operating Deficit that is equal to or less than the Net Operating Deficit Benchmark (or, if applicable, a Net Operating Surplus that is equal to or greater than the Net Operating Surplus Benchmark) for the applicable Fiscal Year to qualify for the Financial Incentive Fee.

Section 2.3 Performance Management. In addition to the above Key Performance Indicators, the Authority and the Manager shall monitor and review the following Dashboard Metrics:

- (a) Economic impact from McCormick Place events held during the year.
- (b) Exhibit and meeting space occupancy statistics for each hall, broken down by event type.

(c) A comparison of goals to actual performance prepared annually, with a written discussion as to why there may have been a material under or over-performance.

(d) Quarterly MPEA and Hotel Partner Surveys.

Section 2.4 Adjustment to Fees. The annual fixed Management Fee and Incentive Fee shall be subject to adjustment by mutual agreement of the Parties.

Section 2.5 Expenses. Owner shall pay expenses of Manager, as submitted, only to the extent they are Operating Expenses and only to the extent they are included in the current Approved Budget, as modified pursuant to Section 6.4, or are Emergency Expenditures pursuant to Section 6.9.

EXHIBIT 2 – FREQUENTLY ASKED QUESTIONS

ALL PROPOSERS ARE ENCOURAGED TO CAREFULLY REVIEW ALL DOCUMENTS AND REPORTS PROVIDED BY MPEA VIA ITS WEBSITE.

CONTRACT AND RFP DOCUMENTS ARE POSTED HERE:

<https://www.mpea.com/doing-business/>

Click on “Current Bids/Proposal Opportunities”

-*Management Contract between ASM (fka SMG) and MPEA, and all amendments*

-*Management Contract between ASM and MPEA for FY22 (July 1, 2021- June 30, 2022)*

FINANCIAL INFORMATION IS POSTED HERE:

<https://www.mpea.com/finance/>

Proposers can find audited financial statements, operating budget, and information regarding MPEA Bonds. Qualified firms must be able to prepare and submit annual and three-year budgets and successfully meet audit requirements.

INFORMATION ABOUT MCCORMICK PLACE AND ITS PARTNERS CAN BE FOUND HERE:

Proposers are encouraged to independently research MPEA and McCormick Place.

<https://www.mccormickplace.com/>

<https://wintrustarena.com/>

<https://savorchicagomcpl.com/>

<https://mccormicksquarechicago.com/>

<https://www.choosechicago.com/listing/mccormick-place-complex/>

<https://www.hyatt.com/en-US/hotel/illinois/hyatt-regency-mccormick-place/chimc>

<https://www.marriott.com/hotels/travel/chimq-marriott-marquis-chicago/>

If Proposers are interested in obtaining the reference documents outlined in the FAQ's below, you must submit a separate request in writing to mpeaprocedure@mpea.com and complete and execute a non-disclosure affidavit. MPEA Procurement will then make arrangements for access to the document via Microsoft Teams.

	Question:	MPEA Response:
1	Does McCormick Place have a Zero Landfill Program in place?	No. MPEA has a diversion plan in place but it is not zero landfill. MPEA is always seeking ways to improve this area.
2	What is the age and condition of the roof?	North Building: New (2019) East Building: 50 years with significant patching South Building: 30 years West Building: 14 years
3	How old is the Building Management System?	The Authority manages and operates the Facility Management/Maintenance System and will not require the Successful Proposer to manage the system.
4	Does the Chicago Sky and/or DePaul University control all sponsorship assets and premium seating at Wintrust Arena?	No. The suites are split between MPEA and DePaul Control. Club seats and loge boxes are split as well. The sponsorship assets are split between MPEA and the tenant. Generally, the

tenant controls the sponsorship assets within the Arena bowl except for official Arena food and beverage partners, which are controlled by MPEA.

Related Questions:

Can we get a list of the identified assets at each venue we would have approval to sell (for example, what inventory has been identified to sell at Wintrust Arena)?

Are we able to get a list of identified assets in the arena the tenant teams' control?

The sponsorship assets are split between MPEA and the tenant. Generally, the tenant controls the sponsorship assets within the Arena bowl except for official Arena food and beverage partners, which are controlled by MPEA.

Current manager controls the Cermak facing digital marquee.

Reference:

- DePaul and Sky agreements

5 Who are the unions that operate inside the Arena (IATSE, Teamsters, etc.)?

Food & Beverage Managed:

<u>Local</u>	<u>Union Name</u>
1	UNITE HERE

MPEA Managed:

<u>Local</u>	<u>Union Name</u>
399	Operating Engineer

McCormick Place Manager:

<u>Local</u>	<u>Union Name</u>
2	Stagehands & IATSE
110	Projectionist
476	Makeup Artist
727	Teamsters/Loaders
769	Wardrobe
750	Box Office/Ticket sellers

The current Event Security contractor's employees are SEIU.

Related Question:

Is the IATSE agreement the same city-wide agreement for arenas or do they have a convention center agreement?

Current agreements with the labor unions.

The IATSE Stagehands agreement is specific to Wintrust Arena.

Reference:

- Contracts for labor unions (folder)

6 What is the concession split in the arena? What is the catering split for suites?

Revenues and expenses for all food service operations at the Wintrust Arena run through the Authority's food service manager. The facilities manager does not receive any split on these amounts.

7	How many annual suite holders are there at Wintrust Arena? What rights do they have with regards to tickets for Chicago Sky, DePaul, and other events?	There are three licenses of MPEA-controlled suites. Licensees are required to purchase DePaul Men's Tickets and may purchase tickets for most other events.
8	Can you please provide a space utilization report, including occupancy percentage for all of the buildings? a. West Building b. North Building c. South Building d. Lakeside Center	McCormick Place space utilization / occupancy percentages for North, South, West and Lakeside Center for calendar year 2019: <u>North</u> B 78% C 22% Meeting Rooms 46% <u>South</u> A1 80% A2 72% Meeting Rooms 52% <u>West</u> F1 59% F2 56% Meeting Rooms 50% <u>Lakeside Center</u> D1 47% D2 45% Meeting Rooms 36%
9	We would like to understand the specific software you are utilizing for CCTV and Access Control from a security perspective.	We use Genetec, the same system the City of Chicago's Office of Emergency Management and Communications (OEMC), and we are integrated with the OEMC.
10	Details of the current capital improvement projects and confirmed/scheduled capital improvement projects.	The current capital plan requires substantial reassessment in wake of the pandemic's impact on the MPEA's finances.
11	What CRM/Booking platform software is being used?	The current booking platform is Ungerboeck.
12	What are the floor loads for the various exhibit halls?	Please refer to the following design floor loads for each building/location: <u>Lakeside Floor loads:</u> Hall D 400# per sq ft Hall E 150# per sq ft Lakeside Ballroom/354 250# per sq ft <u>North Building Floor Loads:</u> Hall B 400# per sq ft Hall C 400# per sq ft

Grand Concourse Lobby 250# per sq ft

South Building Floor Loads:

Hall A 400# per sq ft

Grand Ballroom/S100 100# per sq ft

Vista Ballroom/S406 100# per sq ft

West Building Floor Loads:

Hall F 350# per sq ft

Skyline/W375 250# per sq ft

- | | | |
|----|--|---|
| 13 | What current sustainability efforts are currently in place today? | Show floor diversion, Renewable Energy Credits "RECs", EIC standard relating to events. Additionally, the Authority completed a re-lighting program with upgraded lighting throughout the campus (with the exception of the East Building). |
| 14 | Year-end financial statements for the past five years | See MPEA website
https://www.mpea.com/finance/ |
| 15 | Budget for the upcoming fiscal year, if approved | See MPEA website
https://www.mpea.com/finance/ |
| 16 | Is the venue being financed with Tax-Exempt Bonds, thus enacting IRS Regulation 97-13 as it relates to management fees? | Yes, we are financed with tax-exempt Bonds. Private use restrictions will apply to payment of the management fee. |
| 17 | What are the naming rights opportunities related to the facilities? Please include specific areas of the facilities (e.g. box office)? | The Authority is required to follow an open competitive process regarding naming rights for the facilities in accordance with (70 ILCS 210/5.7) and reserves the right regarding final negotiations and approval.

The Authority will determine whether any naming rights opportunities will be included and issue this with the RFP. |
| 18 | Capital improvement budgets and if there is a capital reserve fund. If there is a reserve fund, what is the current balance and how is it replenished? | The Authority has \$33 million of capital reserve funds which will be replenished with operating cash flow from the Authority |
| 19 | Briefly summarize the current relationship with the CVB and how they assist in marketing and bringing business to the facilities. Is there a dedicated annual marketing budget for the venues? | The MPEA has a contract with Choose Chicago for sales and marketing. The budget, goals, and incentives are negotiated annually. See current contract. |

20	Is there a code of silence in place during this RFP phase that would prohibit potential bidders from meeting with MPEA staff or Board Members?	Yes. All communications regarding this RFP must be submitted only to MPEA Procurement.
21	Does the Chicago Sky have a priority on dates? When do they get to place holds? When do they get to release holds? Are they promised a specific number of weekend dates?	<p>Yes.</p> <p>The agreement with the Chicago Sky outlines a process for scheduling dates, with at least 38 first hold dates provided, 24 of which are on Fri/Sat/Sun. See Section 6 of the Sky License Agreement for further detail.</p> <p>Reference:</p> <ul style="list-style-type: none"> • Sky (Section 6 of License Agreement) • DePaul (Exhibit I of Anchor Tenant Agreement).
	<p>Related Question:</p> <p>Does DePaul have a priority on dates? When do they get to place holds? When do they get to release holds? Are they promised a specific number of weekend dates?</p>	
22	<p>Please provide a complete schedule of events broken down by location (Lakeside Center, North, South, West, Wintrust Arena) with event dates, attendance figures (if available), event planner/promoter name (if applicable), space used, event type listing (Convention, Tradeshow, Conference, Exhibition, Meeting, Wedding, Banquet, Community Event, Cultural, Educational, Concert, Family Show, Sporting, Tournament, etc.) and gross event revenue with revenue source (i.e., rent, F&B, equipment) and the room nights generated for each year, for the following:</p> <ul style="list-style-type: none"> • The most recent three (3) completed fiscal years • The current year-to-date • The next two (2) years definite and tentative events 	<p>Reference:</p> <ul style="list-style-type: none"> • FY 2019-21 Actual Bookings Report <p>Tentative / Lost bookings and customer data is confidential and proprietary</p> <p>McCormick Place Calendar of Events: https://www.mccormickplace.com/events/</p>
	<p>Related Question:</p> <p>A complete event history for the past five (5) years and future events scheduled (confirmed and tentative) for the upcoming five (5) years with event category, attendance, room nights and associated revenues.</p>	
23	Please provide a copy of all lost business reports with the reasons why from both the current manager and Choose Chicago for the last three (3) years.	Lost business reports are confidential and proprietary.
24	Please provide the variable wage staffing cost history.	<p>Hourly rates for represented staff on campus:</p> <p>a. Part Time Security/Fire Safety Officer: \$25.13</p>

- b. Full Time Security/Fire Safety Officer: \$28.32
- c. Security/Fire Safety Supervisor: \$31.48
- d. Security Shift Commander: \$32.49
- e. Box office Treasurer: \$40.94
- f. Ticket Seller: \$22.14
- g. Wardrobe: \$42.10
- h. Makeup Artist: \$46.53
- i. Projectionist: \$37.00
- j. Stagehand (house): \$48.60
- k. Traffic Aide: \$26.29
- l. Traffic Supervisor: \$28.34
- m. Teamster: \$45.15

25	Please define what is included in each of expense category.	Please see attached detailed budget for FY22 – FY24. Note that the attached budget is for the private facility manager’s portion of the McCormick Place budget only to manage events. Differences between this budget and the amount included in the Authority’s FY22-24 financial plan include MPEA labor, expenses, and overhead and food service provider operations.								
		Reference: <ul style="list-style-type: none"> • McPlace FY22 thru FY24 Budget 								
26	What is the current financial budget software you use? Does it communicate with Ungerboeck?	The management companies use their own software for budgeting purposes. MPEA’s enterprise budgeting software is MS Excel. We are interested in seeing if there are more efficient methods available.								
27	Please provide additional information on the software / communication used for event planning to coordinate with MPEA and trades for set up, etc.?	We currently use Event Business Management Software (“EBMS”).								
28	Please provide a copy of the current organizational chart with titles, job descriptions and salaries for each position.	Please see attached for the current org chart for positions and departments of the McCormick Place private manager.								
	<p>Related Question(s): Titles and salaries for all full-time employees.</p> <p>Copies of job descriptions for all full-time positions.</p>	Reference: <ul style="list-style-type: none"> • McPlace Private Manager Budgeted Positions 								
29	Please provide a list of any employees that are members of a Union and the Unions they are a part of.	<table border="1"> <thead> <tr> <th>List of unions on Campus</th> <th>Local</th> </tr> </thead> <tbody> <tr> <td>a. ASM-Security</td> <td>727</td> </tr> <tr> <td>b. ASM-Fire Safety</td> <td>727</td> </tr> <tr> <td>c. Traffic Aide & Supervisor</td> <td>727</td> </tr> </tbody> </table>	List of unions on Campus	Local	a. ASM-Security	727	b. ASM-Fire Safety	727	c. Traffic Aide & Supervisor	727
List of unions on Campus	Local									
a. ASM-Security	727									
b. ASM-Fire Safety	727									
c. Traffic Aide & Supervisor	727									

d. Wardrobe	769
e. Makeup Artist	476
f. Projectionist	110
g. Stagehand (house)	2
h. Teamster	727
i. Ticket Seller	750
j. Box office Treasurer	750

- 30** Are any employees / positions in the current org chart used at other facilities the current management company manages in the region? There are no employees that are shared resources with other facilities. Some of the managers with the current private management company hold regional oversight responsibilities.
- 31** Is the MPEA aware of any non-compete agreements between staff at McCormick Place and the current operator that would prohibit those individuals from working for a new management company, should one be selected? MPEA is not aware of any non-compete agreements. However, the Successful Proposer will need to determine this on a case-by-case basis.
- Related Question:**
Are there any 'employment agreements' or "non-competes" with ASM and their employees of Director-level and above that prohibit them from working with a new manager, if selected?
- 32** Are there any services provided by MPEA Staff at McCormick Place in addition to the physical plant maintenance? Yes, all necessary trades.
- Related Question:**
Can you indicate which services are directly delivered by McCormick Place and which are outsourced to external suppliers? See list of current ASM contracts.
Parking management via MPEA contract with Standard Parking.
Elevator and escalator maintenance via MPEA contract with Kone.
- Reference:
 - ASM Global Current Contract List
- 33** Please provide a copy of the current / future Sales and Marketing Plans for McCormick Place, including travel schedule and industry events attended? Choose Chicago is the marketing arm for McCormick Place. Sales and Marketing Plans are confidential and proprietary information.
- Related Question:**
Current copy of the MPEA marketing plan.
Current copy of the Choose Chicago marketing plan.

34 Please provide the current alignment of CVB sales staff paired with current manager's sales staff.

Choose Chicago Sales Team:
<https://www.choosechicago.com/about-us/staff/meeting-and-convention-sales-team/>

McCormick Place Sales Team:
<https://www.mccormickplace.com/planners/sales-marketing/>

35 Please provide your current E-mail and Social Media database size and growth over the last two years.

Choose Chicago Social Media:
[#ChicagoHome](#)
<https://www.facebook.com/ChooseChicago/>
<https://twitter.com/choosechicago>
<https://www.instagram.com/choosechicago/>

36 Please provide the results of any customer service surveys that have been completed in the last two (2) years.

Related Question:

Can you provide customer satisfaction survey's feedback/internet feedback?

Survey Results - YTD / Final FY 2020

	YTD				
	Total Possible Questions - Surveys Received	YTD Responses	% Responded	YTD Total Score	YTD W. Average
Events Answering Survey	24				
I SALES	24	24	100%	2360	98.33
II EVENT MANAGEMENT	48	43	90%	4040	93.95
III PLANNING TOOLS	24	24	100%	2040	85.00
IV GUEST SERVICES	168	134	80%	11360	84.78
V FACILITY OPERATIONS	72	71	99%	6160	86.76
T MCCORMICK PLACE AVERAGE	336	296	88%		89.76
VI FOOD SERVICE	192	167	87%	14640	87.66

Survey Results - YTD / Final FY 2019

	YTD				
	Total Possible Questions - Surveys Received	YTD Responses	% Responded	YTD Total Score	YTD W. Average
Events Answering Survey	31				
I SALES	31	30	97%	2940	98.00
II EVENT MANAGEMENT	62	57	92%	5320	93.33
III PLANNING TOOLS	31	31	100%	2640	85.16
IV GUEST SERVICES	217	170	78%	13860	81.53
V FACILITY OPERATIONS	93	92	99%	8240	89.57
T MCCORMICK PLACE AVERAGE	434	380	88%		89.52
VI FOOD SERVICE	248	204	82%	17060	83.63

37 What is the top performing market segment of McCormick Place?

Association.

38 What is the current short-term sales strategy?

Proposer to provide short-term sales strategy that is cooperative with campus business units and Choose Chicago.

39 What is the current long-term sales strategy?

Proposer to provide long-term sales strategy that is cooperative with Choose Chicago.

40 Is there a specific target market the facility is pursuing?

Citywide events.

41 Is there a specific market segment that performs best (optimal) at McCormick Place?

McCormick Place represents a diverse portfolio of events and has the facilities and capabilities

		to support optimal performance across all sectors.
42	<p>Are there any current or past sales incentives in place or previously offered in the sales process?</p> <p>Related Question(s): Can you please provide additional information or the legislative language around the incentive fund?</p> <p>All guidelines on the use and allocation of the \$5M per year incentive funds for groups between 3,000 and 5,000 in attendance and any clarification or correction to the interpretation of these funds.</p>	<p>MPEA has received legislative approval from the State of Illinois to offer up to \$15 million of incentive grants annually from FY22 through FY26. This program was last utilized in FY17.</p> <p>Please refer to Section 5(l) of the MPEA Act for further details.</p> <p>Metropolitan Pier and Exposition Authority Act: https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=829&ChapterID=15; Reference: (70 ILCS 210/5) (from Ch. 85, par. 1225). Sec. 5.</p>
43	<p>Please provide the Standard User / License Agreement for the facilities?</p> <p>Related Question: Copies of current User/License Agreements.</p>	<p>Agreement form will depend on nature/duration.</p> <p>Reference:</p> <ul style="list-style-type: none"> • GSX Sample License
44	<p>Please provide any Booking & Scheduling Policies for the facilities / each venue.</p>	<p>Reference:</p> <ul style="list-style-type: none"> • Booking Policies document
45	<p>Please provide the Rental Rate & Fee Schedule for the facilities, how are the rates established, how often are the rates reviewed?</p> <p>Related Question: Rental Rate and Fee Schedule for McCormick Place.</p>	<p>Reference:</p> <ul style="list-style-type: none"> • Rental Rate and Fee Schedules document
46	<p>Are there any limitations on types of sponsors/advertisers within the facilities (due to things such as current exclusivities or category sensitivities)?</p> <p>Related Questions: Currently, are there any restrictive product categories (e.g., gaming, tobacco, liquor, etc.)?</p> <p>Are there category exclusivities that are currently in place at McCormick Place or Wintrust Arena?</p> <p>Are there any limits on categories based on pre-existing relationships?</p> <p>Sponsors with exclusivity included in their agreements.</p>	<p>Yes, see the following contracts:</p> <p>Miller Coors – Wintrust Arena Sponsorship Agreement- Exhibit A; Marketing exclusivity- malt beverage, hard cider, hard soda</p> <p>Wintrust - ATMs</p> <p>Pepsi – Exclusive Pouring Rights</p> <p>There are no categorical restrictions. However, Successful Proposer will need to update sponsor/advertiser policies and MPEA has the right to reject sponsors. See Exhibit G of the DePaul Anchor Tenant Agreement for example of restrictions.</p>

List and description of unsold advertising inventory.	No other limits based on pre-existing relationships.								
Details of any commercial rights agreement (advertising and sponsorship).									
47 Are parking lot / garage assets (signage / naming rights) included in sellable inventory?	TBD. MPEA is currently working on a comprehensive wayfinding and signage project and will catalog sellable inventory.								
48 Please provide a list of sponsors and annual amount and term end date? Related Questions: Can you provide a list of current McCormick Place sponsors including the following: <ol style="list-style-type: none"> Total annual cash and trade amount provided per partner. Length of term of contract (ex. Two-year, three-year, etc.) Term end date (by year) If available, please provide the same for the past three years (including 2021). 	Current sponsors include: <ol style="list-style-type: none"> Miller Coors Vienna Beef Local 130 – Plumbers 911 Reference: <ul style="list-style-type: none"> Sponsorship Agreements (folder) 								
How much revenue is currently generated from advertising / sponsorship sales and premium seating sales for the convention center and Wintrust Arena?	<p>Wintrust Arena</p> <table border="0"> <tr> <td>FY19 Ads/Sponsorship</td> <td>561,912</td> </tr> <tr> <td>FY20 Ads/Sponsorship</td> <td>554,258</td> </tr> </table> <p>McCormick Place</p> <table border="0"> <tr> <td>FY19 Ads/Sponsorship</td> <td>675,145</td> </tr> <tr> <td>FY20 Ads/Sponsorship</td> <td>493,750</td> </tr> </table>	FY19 Ads/Sponsorship	561,912	FY20 Ads/Sponsorship	554,258	FY19 Ads/Sponsorship	675,145	FY20 Ads/Sponsorship	493,750
FY19 Ads/Sponsorship	561,912								
FY20 Ads/Sponsorship	554,258								
FY19 Ads/Sponsorship	675,145								
FY20 Ads/Sponsorship	493,750								
Is Wintrust sponsorship / advertising revenue separated out from McCormick Place sponsorship / advertising revenue?	Yes, Wintrust advertising / sponsorship revenue is separate from McCormick Place, as outlined above.								
49 Please provide a list of any sponsorship and/or premium seating inventory available to sell by your operator at Wintrust Arena (not controlled by the Sky or DePaul University).	MPEA controls 16 Suites and has 12 suites available to sell. MPEA enters into these agreements. All other premium seating is organized and sold by specific event promoters/organizers (e.g., VIP sections for concerts, etc.) Reference: <ul style="list-style-type: none"> Sample Suite Agreement (MillerCoors) 								
50 Does McCormick Place have electrical submetering or smart metering in place to read power usage for each exhibit hall, meeting rooms and ballrooms?	No, McCormick Place does not currently have submetering or smart metering.								

51	Does McCormick Place have low flow or waterless toilet room fixtures in place?	Approximately half of all toilet fixtures are low flow, and none of the fixtures are waterless.
52	Does McCormick Place exhibit halls have LED light fixtures?	MPEA recently upgraded all lighting to LED, with the exception of the East Building.
53	Is there any solar or wind-powered generation existing or being planned?	No, not currently.
54	Did McCormick Place upgrade the HVAC filters to hospital grade with a high MERV rating (post-COVID)?	Yes, upgraded to MERV 13.
55	Did McCormick Place purchase disinfectant sprayers to eliminate contaminants (post-COVID)?	MPEA did not.
56	At the staffing check-in, are there temperature scanners and contact tracing systems in place?	No.
57	Has the pest control and monitoring been upgrade (post-COVID)?	No, not that we are aware of.
58	Does the kitchen and other food prep areas have a deep cleaning routine and practice in place?	No, not that we are aware of.
59	Can you please provide any long-term capital improvement plans along with budgets?	Our capital plans are being reassessed due to the financial impact of the pandemic.
	<p>Related Question(s): Can you specify the CAPEX investment planned in the next 10 years, if any?</p> <p>Capital improvement budgets and if there is a capital reserve fund. If there is a reserve fund, what is the current balance and how is it replenished?</p> <p>Details on the current capital improvement projects and confirmed/scheduled capital improvement projects.</p>	
60	What was the approximate annual electric cost pre-covid?	McCormick Place and Wintrust: \$11,171,000
61	What was the approximate annual natural gas cost pre-covid?	McCormick Place and Wintrust gas: \$1,203,000 McCormick Place and Wintrust steam: \$3,304,000
62	What was the approximate annual water and sewage cost pre-covid?	McCormick Place and Wintrust water: \$991,000

63	<p>Is it possible to sell the naming rights of McCormick Place?</p> <p>Related Question: What are the naming rights opportunities related to the facilities? Please include specific areas of the facilities (e.g., box office)?</p>	<p>Naming rights must be done in conformance with the MPEA Act Section. 5.7:</p> <p>(70 ILCS 210/5.7) Sec. 5.7. Naming rights.</p> <p>(a) The Authority may grant naming rights to the grounds, buildings, and facilities of the Authority. The Authority shall have all powers necessary to grant the license and enter into any agreements and execute any documents necessary to exercise the authority granted by this Section. "Naming rights" under this Section means the right to associate the name or identifying mark of any person or entity with the name or identity of the grounds, buildings, or facilities of the Authority.</p>
64	<p>Do any other third parties have the ability to sell permanent building advertising assets in the convention center or any other party aside from DePaul and the Chicago Sky, in the arena?</p>	<p>No.</p>
65	<p>Wintrust Premium Seating: Would like to confirm the total number of Club Seats and Suites along with the current number of leased club seats and suites.</p>	<p>Club Seat - 459</p> <p>Suites: 22 Suites total 6 with rights to DePaul 1 MPEA 1 Wintrust 1 MillerCoors 1 Rush/NovaCare Total seats on lower level 144 Total seats on upper level 152</p> <p>We do not know how many are leased as the lease is with DePaul & Chicago Sky season ticket holders</p>
66	<p>Would it be possible to receive current pricing for Clubs and Suites and the list of assets included in that price?</p>	<p>Defer to DePaul & Chicago Sky. Currently we know both offer parking and a food package in the hospitality club.</p>
67	<p>Are there premium seating and/or advertising / sponsorship opportunities at the Arie Crown Theatre?</p>	<p>Yes. We have 8 boxes with a total of 72 seats. Sponsorship is open.</p>
68	<p>Does McCormick Place require a procurement process for naming right sales or large-scale sponsorships? If so, how is it determined as to what assets will need to go through a</p>	<p>Naming rights must be done in conformance with the MPEA Act Section. 5.7</p> <p>For vendor related sponsorships McCormick Place manager must follow approved</p>

	procurement process vs. the sales agency selling through a proposal process?	procurement policies and procedures (e.g., beverage vendor – Pepsi). Sale of advertisements follow approved policies and procedures (e.g., Wintrust digital billboard ads).
69	Does Wintrust Arena operation independently of McCormick Place regarding advertising budget?	Yes. The budget for the Entertainment Division includes Wintrust Arena and Arie Crown Theatre and is separate from McCormick Place's operating budget.
70	Please provide a brief description of all media assets: a. Television Programming b. Radio Network c. Digital Streaming d. Website Host	McCormick Place has media production capabilities in-house, but event production capabilities are outsourced.
	Related Question: What inventory is available to sell in each of the above mediums?	
71	Are there any restrictions on where signage (digital or flat) can be placed or sold at any of the venues other than outward facing signage on the skywalks over roads?	Yes, this will be determined by the comprehensive wayfinding and signage project underway with MPEA's Development department. All exterior facing signage is governed by the City code.
72	Are there any limitations on what can be promoted on exterior signage? For example, are there restrictions / limitations to what can be put on the Wintrust exterior marquee.	Yes, see Exhibit G of the DePaul agreement as an example. Other exterior signage is also restricted by City and State permit requirements and regulations.
72	Do we need to be a City of Chicago registered business at the time of submission to be considered for this opportunity?	No.
73	Does McCormick Place currently use a preferred Customer Relationship Management (CRM) system? If so, what platform do you use?	EBMS is the current CRM platform for McCormick Place.
74	How many people (including sales and service) are currently dedicated to selling sponsorship and/or premium seating in both venues? Can you please provide their current annual compensation and compensation structure (i.e., base salary + commissions)?	MPEA does not currently have a sales / service team dedicated to selling sponsorship or premium seating.
75	Has Choose Chicago or the current manager completed a SWOT analysis? If so, can you please provide?	No, a SWOT analysis has not been completed.

76	We are under the impression that a report about digital signage and wayfinding in the complex was underway or recently completed. If that is the case, can you share the findings?	MPEA will share the findings with the Selected Proposer.
77	Provide year-end financial statements for the past five (5) years.	The Authority's financial statements are available on the Authority's website at: https://www.mpea.com/finance/ and select 'Audited Financial Statements'.
78	Provide the Budget for the upcoming fiscal year, if approved.	<p>The Authority's budget is available at: https://www.mpea.com/finance/#finance</p> <p>Please note the McCormick Place budget included in the financial plan includes convention-related activities of the private facility manager, the private F&B manager, and MPEA. Facility management-only budget included addressed in question 6 of this addendum.</p>
79	Provide sample event settlements for concerts, family shows, consumer shows, and major conventions.	<p>Reference:</p> <ul style="list-style-type: none"> • Settlement Examples (folder)
80	Provide a list of sales markets and segments and assignment of who is responsible for those market segments. For example, which salesperson(s) have responsibility for the corporate market, sports market, association market, etc. and/or who is responsible for selling national, state, local markets?	<p>Choose Chicago Sales Team: https://www.choosechicago.com/about-us/staff/meeting-and-convention-sales-team/</p> <p>McCormick Place Sales Team: https://www.mccormickplace.com/planners/sales-marketing/</p>
81	Provide current agreements with any event promoters or show producers.	These are entered into by ASM on event-by-event basis.
82	Descriptions of current staff benefits (copies of handbook) including Health, Dental, Vision, Group life, Retirement/401K, and vacation benefits.	Proposers are expected to have a current employee handbook and offer benefits that are competitive for the specific roles/titles, industry, and location.
83	Provide a breakdown of annual part-time labor costs and hourly rates.	<p>Part Time Labor (Union)</p> <ul style="list-style-type: none"> a. Part Time Security & Fire Safety Officers: \$25.13 b. Ticket Sellers: \$22.14 c. Wardrobe: \$42.10 d. Makeup Artist: \$46.53 e. Projectionist: \$37.00 f. Stagehand (house): \$48.60 g. Traffic Aide: \$26.29 h. Traffic Supervisor: \$28.34 i. Teamster: \$45.15

84	Third-party service and subcontractor agreements (for example: ticketing services, security, audio/visual services, housekeeping, merchandising, first aid/EMT, parking services, IT, etc.).	Reference: <ul style="list-style-type: none"> • ASM Global Current Contract List The MPEA Contract list is available on the website at: https://www.mpea.com/doing-business/ under 'Awarded Contracts'.
85	Does the Venue Manager have the right to select its own suppliers?	The Manager can enter into contracts pursuant to approved procurement policies and procedures. See for example, See Exhibits A, B, and C of the current contract with ASM. In other instances, the Manager may take advantage of enterprise / corporate level agreements (e.g., ERP software, multi-venue contract for ticketing).
<p>Related Question: Who is responsible for the purchasing policy? If the Venue Manager is in charge, do they have to follow public procurement rules?</p>	The Manager is not required to follow the same public procurement rules applicable to MPEA, but need to ensure a competitive process and where applicable include MBE/WBE goals	
86	Does the Venue Manager have the right to impose certain services to preserve the integrity, security and quality of McCormick Place on clients?	Manager may establish minimum requirements for show vendors/contractors (e.g., security, Freeman/GES, etc.) but cannot establish an exclusive vendor for use within the rented space. For building level services such as perimeter security, cleaning, etc. Manager provides this as part of the scope of services. Proposer should indicate what other services would be outsourced/subcontracted.
87	Please explain how MPEA envisions the sales process for the TAP and the first floor at the ABC Building? Will Hyatt continue to control the schedule, contracting process, food and service delivery?	Hyatt manages all aspects of The TAP. While MPEA is continuously reviewing the structure to make sure it remains best for the campus, there are no current plans to change this structure. The ABC Building is shared space and is used by all campus business units. MPEA manages the calendar for the 1st Floor ABC Space.
88	Description of McCormick Place's wastewater drainage system.	We have drawings; however, this does not pertain to this RFP.
/89	Energy: Overview of McCormick Place's gas, electricity, water, pressurized air, and heating and air conditioning systems. What are these systems? How are they utilized and maintained? Where are they located? What technology is used for them?	This does not pertain to this RFP.
90	How do generators/electric distribution boxes work for each event? Who provides them?	Generators are for emergency lighting and exiting. The electrical distribution system is a

		floor port and buss duct system. Both are part of the building's infrastructure.
91	Could you send the draft of the management contract or indicate when it will be sent to candidates?	The form of agreement will be substantially similar to current with the exception of the compensation structure – a draft of which was included with the RFP. The specific scope sections will be revised to reflect the final negotiated terms.
92	Is there a land reserve or expansion plan? If applicable, please describe the future neighboring urban landscape.	<p>There is an Indenture with the Chicago Park District for the East Building.</p> <p>There are no current plans for expansion/land acquisition.</p> <p>The City of Chicago issued an RFP for development of property south of McCormick Place (Michael Reese site). As part of that RFP MPEA has entered into a LOI with the selected developer, GRIT for use of the Marshalling Yards in exchange for a logistics center. The City and private developers are working on significant projects along Motor Row and the surrounding neighborhoods.</p> <p>https://urbanize.city/chicago/post/bronzeville-professional-esports-arena-gets-ok-plan-commission</p> <p>Proposer's are expected to familiarize themselves with the City, the neighborhood/community.</p>
93	Overview and description of wiring/cable network: bandwidth, locations, 5G capacity, etc.	Cellular in the exhibit halls and buildings is handled by the three major remaining carriers. Current bandwidth agreements are identified in the ASM Contract List.
94	What is the number one reason McCormick Place loses business?	This information is confidential.