



McCORMICK  
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# Request for Proposals

## (RFP) #2024-18-M

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### Purchasing Agent

Hyatt Regency McCormick Place

### Renovation of Guestrooms & Corridors

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Metropolitan Pier and Exposition  
Authority (MPEA)

Thursday, April 18, 2024

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## SECTION I. DEFINITIONS AND INTERPRETATIONS

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### 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 Respondent pursuant to this RFP.

**“Authority”** means the Metropolitan Pier and Exposition Authority.

**“BEPD”** means a Business Enterprises owned by People with Disabilities

**“Contractor”** refers to the Respondent 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.

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

**“Qualifications”** means all materials submitted in response 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. The rule is that conformity in material respects or substantial compliance suffices. Absolute or precise conformity is not required. The Authority reserves the right to reject any submission that it deems materially non-responsive.

**“Responsible”** Responsibility is determined by the Authority and relates primarily to the ability of a Respondent to successfully carry out a proposed contract, and whether the Respondent has the character, reputation, and integrity to receive an award. The Authority may determine in its sole discretion that a Respondent, otherwise able to perform, who has been convicted of a felony, or violation of the public procurement requirements of any federal or state governmental entity, is not responsible and therefore disqualified from the RFP process. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Respondent'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 Respondent”** or **“Successful Respondent”** or **“Successful Contractor”** means the Respondent selected for award of an Agreement pursuant to the RFP.

**“Trade Reference”** means a reference concerning the creditworthiness of the Respondent given by another business that extends credit to the Respondent, 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

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The Metropolitan Pier and Exposition Authority, hereinafter referred to as the “Authority” or “MPEA”, is a political subdivision, unit of local government, body politic and 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 was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois.

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](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 23<sup>rd</sup> Street and Martin Luther King Drive in the City of Chicago, which is managed and operated by a private convention management company. McCormick Place® is North America’s premier convention facility that generates 66,000 jobs and \$10 billion in annual economic activity for the City and State. The McCormick Place Complex (“MPC”) comprises 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 4 million trade and public show visitors annually. McCormick Place® features the Arie Crown® Theater, a renovated proscenium arch theatre which seats approximately 4,200. Two separate buildings, the Energy Center and the Corporate Center, are also part of the McCormick Place campus.

The Authority also owns the Hyatt Regency McCormick Place, a 1,258-room hotel and conference center located adjacent to McCormick Place. The Hyatt Corporation is responsible for the operation and management of this Hotel under a management agreement with the Authority. The two newest facilities were added in 2017: a 1,206-room Marriott Marquis Chicago Hotel and the 10,000 seat Wintrust Arena, a multi-purpose facility that serves as a first-class NCAA basketball arena, concert venue, and general assembly hall for large business meetings and other major special events.

In 2010, the Illinois General Assembly passed the MPEA Reform Act – 70 ILCS 210/5.4, as amended by Public Acts 096-0898 and 096-0899 (“Legislative Reforms”). The Legislative Reforms authorized a restructuring of the Authority, which resulted in a transformation of the way business is conducted at McCormick Place®. The Reforms further solidified McCormick Place’s competitive standing in the convention and trade-show industry and strengthened Chicago’s ability to attract corporate and association business.

Historic Navy Pier®, the Midwest’s #1 tourist and leisure destination that attracts more than 8.6 million visitors a year, is also owned by the MPEA but is now governed and managed by an independent not-for-profit organization known as Navy Pier, Inc. (“NPI”).

## SECTION III. – PROJECT DETAILS AND SCOPE OF SERVICES

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### OBJECTIVES

The MPEA is seeking an experienced Purchasing Agent (PA) to provide procurement services for the FF&E for our upcoming comprehensive hotel Guestroom and Corridor Renovation project. The hotel is managed and operated by Hyatt Hotels under its Regency Brand and will follow Hyatt standards and build upon the Hyatt Regency model room design. MPEA will manage the project internally in collaboration with the onsite Hyatt Regency leadership and Hyatt Americas Design Services.

MPEA, is committed to continuing to deliver exceptional hospitality experiences for our guests, blending luxury and innovation. The new design will differentiate the Hyatt Regency McCormick Place from other hotels in Chicago and build upon the rich history of McCormick Place and the neighborhood through the incorporation of art and design strategies. The scope of this project encompasses a comprehensive renovation, aiming to elevate the guest experience and to provide additional revenue opportunities for the Hotel. This multi-faceted project includes a major transformation of all 1,258 rooms and suites, adjacent corridors, elevator lobbies, ice/vending areas, and elevator cabs. We seek a dedicated and seasoned Procurement Agent that can work alongside the Design Team and bring expertise, leadership, and a meticulous approach to managing the complexities of a large-scale hospitality renovation.

MPEA anticipates bringing on a Construction Manager at Risk (CMAR) as a construction partner for the project and prefers them to be brought on as early in the design process as possible to begin to inform the project schedule and budget. To meet the procurement requirements MPEA is subject to, a Guaranteed Maximum Price (GMP) must be established at the time the CMAR is contracted, necessitating an early package from the Design Team and Procurement Agent to facilitate this process.

MPEA will bring on a Design Team at about the same time as the Procurement Agent to ensure the PA can act as the MPEA's advisor in the quality and cost of products and materials being designed and specified by the Design Team. The Procurement Agent will advise on more affordable options when appropriate.

The detailed project scope, scope of services, key dates, and proposal requirements follow and are attached as Exhibits.

### PROJECT SITE

The Hyatt Regency McCormick Place is located at 2233 South Dr. Martin Luther King Dr. at the heart of the McCormick Place Convention Center Campus. The two guest room towers were built in two phases, the south tower in the late '90's (with room renovations undertaken in 2013) with 796 rooms and suites and the north tower in 2013 containing 462 rooms and suites. The north tower is LEED 2009 New Construction Gold certified. The hotel also includes 95,000 square feet of meeting spaces and a Ballroom split between the hotel building and the hotel Conference Center, located across MLK Dr. from the hotel and connected by a pedestrian bridge at the second level. The meeting rooms and Ballroom were renovated in Q4 '23/Q1 '24.

### PROJECT SCOPE

Please see the included detailed scope exhibit, generally including, but not limited to –

- Guest rooms –
  - Finishes including flooring, wall covering, paint
  - Casework including bed, headboard, nightstands, storage, desk, TV surround

- Additional charging options
- “Show” closets
- Furniture including sleeper sofa, seating, tables, mirrors, hooks
- Lighting, both built in and freestanding
- Artwork and artifacts
- Guest Room Bathrooms –
  - Finishes including paint and wallcovering
  - New sink vanities and mirrors
  - New toilets
  - Replacement of tubs with showers in South tower, including new tile surround
  - New flooring in South tower
- Suites and Suite Bathrooms
  - Scope the same as guest rooms and bathrooms with elevated finishes
  - Combine six Skyline Parlor Suites to Executive Suites
  - Combine Comisky room with adjacent suite
- Corridors, Elevator lobbies, Vending / Ice machine areas
  - Finishes including flooring, wall covering, paint
  - Lighting
  - Signage
  - Artwork and artifacts
  - Furniture
- Mechanical upgrades in South tower
  - New isolation valves per floor – may be an early construction package
  - New or refurbished fan coil units
- Elevator cabs – Selecting from Elevator Manufacturer’s standard offerings of finishes and fixtures. To be issued as separate bid package. 8 guest cabs in the north tower, 4 guest cabs in the south tower, 2 parking garage cabs.

## PROJECT KEY DATES

Below are the following key dates to be incorporated in the proposers provided Design and Construction schedule –

Design Team Onboarded	Q3, 2024
Procurement Agent Onboarded	Q3, 2024
Design Package to procure CMAR	Q4, 2024
CMAR Onboarded	Q1, 2025
Phase 1-Model Room Construction	Q2, 2025
Phase 2-South Tower Construction	Nov. 28, 2025 thru April 6, 2026
Phase 3-North Tower Construction	Nov. 27, 2026 thru April 6, 2027

## **SCOPE OF SERVICES**

The selected PA will be required to provide procurement services to procure, store (if required), deliver, and install the FF&E required for the 1258 guestrooms and adjacent areas for the Hotel, including two model rooms and a partial corridor, based on information to be provided by the Design Team in coordination with Hyatt Americas Design Services. The scope of services and the responsibilities of the Purchasing Agent include, but are not limited to, the items outlined below and all Exhibits and Attachments. The draft Differentiation / Responsibility matrix is for reference only and will be finalized by the PA. All sub-consultants necessary to provide a complete proposal, meeting the goals of the project, should be included in the PA Proposal.

The approximate FF&E budget is \$30 Million. MPEA reserves the right to increase or decrease the FF&E budget. The PA's lump sum fee should be based on the scope of the project and scope of services and will not be adjusted if the FF&E budget is adjusted.

## **GENERAL REQUIREMENTS**

The PA shall provide services as described in the contract and including, but not limited to the activities and deliverables below -

- All Bidding, Purchasing, Contracting, Warehousing and Installation of FF&E as identified in the Responsibility Matrix and as required by the project.
- Prepare, manage, and reporting a detailed FF&E Cost Estimate at all phases.
- Provide procurement and installation services for the designed / selected artwork and accessories.
- Proactively research and suggest alternates to materials and items that are more affordable and/or durable.
- Facilitate regularly scheduled meetings to review the FF&E project schedule and budget.

## **SCHEMATIC DESIGN**

The PA shall provide Schematic Design Phase services including, but not limited to the activities and deliverables below -

- Consult with MPEA, onsite Hyatt Regency leadership, Hyatt's Americas Design Services, and the Design Team to confirm design intent and project scope. Facilitate an FF&E project kick-off meeting to review the project timeline including critical path items or tasks.
- Review and evaluate initial budget information provided by MPEA and be responsible for maintaining the FF&E project budget during this phase.
- Provide pricing information on the various FF&E design options presented by the Design Team. Propose more affordable and/or durable alternates at different price points to materials and items proposed.
- Work with the Design Team in the development of an FF& E matrix indicating what entity is purchasing and installing each item.

## **PACKAGE FOR RFP FOR CMAR**

MPEA anticipates bringing on a Construction Manager at Risk (CMAR) as a construction partner for the project and prefers them to be brought on as early in the design process as possible to begin to inform the project schedule and budget. To meet the procurement requirements MPEA is subject to, a Guaranteed Maximum Price (GMP) must be established at the time the CMAR is contracted, necessitating an early



package from the Design Team and Procurement Agent to facilitate this process. MPEA would like this package to be issued as soon as meaningful information can be compiled into a package, potentially including but not limited to -

- Assist the Design Team as necessary with performance specifications/standards and a design narrative describing the project scope.
- Assist the Design Team as necessary with plans, elevations, details of all areas allowing for a quantity take off to be done of the entire scope.
- Assist the Design Team with identifying appropriate allowances for materials/items not yet designed / selected.
- Finalize an FF& E differentiation / responsibility matrix indicating what entity is purchasing and installing each item. Advise on best entity to install each item / material based on cost and schedule.
- Other information as required to allow a Construction team to bid on the project and provide a GMP.
- Respond to questions raised during RFP process and provide additional information as required.

#### **DESIGN DEVELOPMENT PHASE**

Based on the approved Schematic Design and adjustments authorized by MPEA with respect to project program and/or budget, the PA shall provide Design Development Phase services including, but not limited to the activities and deliverables below -

- Provide pricing of initial options for the custom design and selection of furniture and fixtures and suggest more affordable and/or durable alternates at different price points to materials and items proposed.
- Review Design Team's presentations, drawings, specifications, and initial material, casework, furniture, and lighting selections. Advise on potential issues with sourcing, lead times, and cost.
- Work with the Design Team and CMAR to produce a DD FF&E cost estimate. Propose alternate materials and items to bring cost into alignment with the GMP and Procurement budgets.
- Provide early information as requested by the Design Team or CMAR as necessary for long lead items or other priorities.

#### **MODEL GUESTROOM DESIGN AND EXECUTION**

MPEA desires to have the model rooms completed as soon as possible in the project schedule. As part of the Schematic Design and Design Development phases, the PA, along with the Design Team should prioritize this design and documentation including but not limited to –

- Model rooms to include one King, one double Queen, and a partial corridor. Existing rooms and corridor for location of models TBD.
- Assist the Design Team in identifying what documentation is required for the procurement of the FF&E for the model room scope to meet the schedule proposed.
- Assist the Design Team in identifying what options of materials and items should be procured / installed in each room for the purposes of final selection of a material, item, or manufacturer. Provide all PA services necessary for these multiple options.

- Review design/selection documentation of all furnishings and fixtures including furniture, lighting, carpeting, fabrics, decorative accessories, art, etc. Advise if custom designed furnishings are fully detailed enough to be bid out.
- Review FF&E installation packages and confirm quantities and that plans are adequate for use by a professional installation crew.
- Review bids, proposed substitutions (if any) and/or proposed modifications to the specifications to assess costs and to confirm compliance with MPEA's model guestroom budget.
- Review, process, and have Design Team review submittals such as shop drawings, product data, and samples.
- Budget for site visits to the project site in advance of the Model Room Review to observe the progress and quality of the work to determine if the work is being generally performed in accordance with the design intent of the Contract Documents. Based on such observations, apprise client of the progress and quality of the work, prior to the Model Room Review.
- On a predetermined date, a Model Room Review will be held to evaluate the design intent and operational effectiveness of the rooms. During this review thorough item-by-item inspection of the design will be conducted. Project stakeholders, including representatives from MPEA, Hyatt, the CMAR, the purchasing agent, and key members of the design and team shall be present at this review.
- The PA shall re-bid / procure materials and items as necessary to correct and modify the Model Rooms per the outcome of the Model Room review. The PA shall cooperate with the Design Team and the CMAR to quickly have all revisions implemented in the Model Room, at which time a second, final approval review will be held.

## **CONSTRUCTION DOCUMENTS PHASE**

PA shall review all drawings, specifications, and FF&E design documentation produced by the Design Team for bidding the FF&E scope, and shall provide the following services including, but not limited to the activities and deliverables below -

- Update pricing of options as they are finalized for the custom design and selection of furniture and fixtures and suggest more affordable and/or durable alternates at different price points to materials and items proposed.
- Provide early information as requested by the Design Team or CMAR as necessary for long lead items or other priorities.
- Review the finish schedule and corresponding finish notebook to ensure they will be sufficient to convey the entire design intent through a competitive bidding and procurement process.
- Review the design and/or selection of all furnishings and fixtures including lighting, carpeting, fabrics, art, decorative accessories, etc. by the Design Team. Ensure that custom designed furnishings, casework, etc. have been fully detailed as required for a competitive bidding and procurement process.
- Review FF&E installation packages prepared by the Design Team for use by a professional installation crew. Advise of any modifications needed to the package.
- Work with the Design Team and CMAR to produce a final CD FF&E cost estimate.

## **BIDDING AND PURCHASING PHASE**

PA shall provide Bidding and Purchasing Phase services including, but not limited to the activities and deliverables below -

- Follow purchasing policies and procedures approved in advance by MPEA including, but not be limited to, soliciting multiple bids, conducting due diligence of bidders, and awarding contracts for purchase of goods/services. Review bids with MPEA and advise on recommended award for MPEA approval.
- Meet or exceed the 25% MBE goal and 5% WBE goals set forth in the Agreement through a contracting program based on the total cost of performing its obligations for the purchasing, warehousing and installation of the FF&E for the Project.
- Verify the necessary quantities of FF&E based on the Design Team's drawings, specifications, and room type designation/layout.
- Determine, in coordination with MPEA and Hyatt Regency McCormick Place, the appropriate quantities / amounts of attic stock to include with each order.
- Expedite purchase orders, payments, submittals, manufacturing, and shipping.
- Prepare all payments to vendors. The payment to vendors will be packaged and issued to the MPEA for signature every other week or as agreed upon. Signed purchase orders and funding will be provided by MPEA monthly.
- Provide freight cost management.
- Maintain and make use of an on-line purchasing tracking and payment system that details current real time on-line records of their procurement activities including, but not limited to: item number, vendor, P.O. number, order date, anticipated production and delivery date, invoice number, payment date, check number, check clearance date. This system must have the ability for the MPEA to view data real-time via a secured web site.
- Maintain and make use of an on-line system to track production and shipping status of items ordered.
- Establish an independent bank account to be funded by the MPEA and to be used to pay all FF&E vendors in a timely manner.
- Work with vendors to ensure minimal deposits.
- Verify the quality control capabilities of vendors to ensure products are manufactured to the correct specifications and quality.
- Contract with storage facilities as necessary when storage is not provided by the vendor or production cannot be scheduled on an as-needed basis. Ensure proper insurance is maintained.
- Contract with installers for FF&E, including freight forwarding, warehousing and installation. Work shall meet the CMAR's Construction Schedule.
- Contract with an art consultant as necessary for guestroom and public areas commissioned artwork or incorporation of an artist's design into FF&E purchased items or materials.
- Process payment of invoices for all FF&E purchases and provide accounting back-up as acceptable to the MPEA.
- Pay all applicable federal, state, and local taxes, whether direct or indirect, incurred in connection with the Contract. The MPEA 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.
- Ensure that all contracted sub providers of services have the necessary insurance coverage. Cooperate and coordinate with the CMAR and the Design Team in the review of bids, proposed substitutions and/or proposed modifications to the drawings or specifications.
- Cooperate and coordinate with the CMAR and the Design Team in the review of costs and work with them in the selection of alternate materials and designs to meet the overall budget.
- Establish appropriate bonding capacity requirements for suppliers / installers as required.

## **CONSTRUCTION AND INSTALLATION PHASE**

PA shall provide Construction Phase services including, but not limited to the activities and deliverables below -

- Participate in regular meetings with MPEA, the CMAR, and the Design Team to coordinate the delivery and installation of the FF&E materials and items. Ensure that FF&E items are delivered and installed on time to not delay the CMAR's construction schedule.
- Request, review, process, and have the Design Team take appropriate action on submittals such as shop drawings, product data, and samples of the FF&E materials and items.
- Make visits to the project site to observe the progress and quality of the materials and items to determine if the work is being performed in accordance with the design intent. Apprise MPEA of the progress and quality of the work.
- Review finishes, casework, art, and furnishings to determine that FF&E are installed in accordance with the design intent. Apprise MPEA of the progress and quality of the work.
- Provide one punch list for each phase of work to MPEA of all project FF&E scope.

## **CLOSE OUT PHASE**

PA shall provide Close Out Phase services as described including, but not limited to the activities and deliverables below –

- Provide final purchasing information, incorporating any major additions, deletions, or changes during the Construction Phase, organized into a searchable format electronically, provided and acceptable to the MPEA.
- Review close out documents, including shop drawings and submittals, provided by the sub-contractors and vendors and organize into a searchable format electronically, provided and acceptable to the MPEA.
- Track and ensure that attic stock is delivered to MPEA / Hyatt Regency McCormick Place. Provide a final document indicating how much of each material / item was received, who received it, and on what date.
- Other documentation requested by MPEA for closeout of all the FF&E vendor's contracts.
- Ensure that all punch list items have been addressed and follow up with sub-contractors and vendors on any warranty items for the period of the warranty.

### Special Conditions Regarding Minority- and Women-Owned Business Enterprises

In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 (b) the Authority has adopted and maintains a minority and women owned business enterprise procurement program for any and all work undertaken by the Authority. When it has been determined there is an insufficient number of M/WBEs to ensure adequate competition and an expectation of reasonable prices on proposals solicited on an individual contract, the Authority may reduce such goals or permit such contract be made exempt from contracting goals. Accordingly, the Authority invites certified M/WBEs to submit Proposals for direct award consideration in response to this RFP.

The Successful Proposer to this RFP shall commit to meet or exceed the 25% MBE goal and 5% WBE goals through a contracting program based on the total cost for the purchasing, warehousing and installation of the FF&E/OS&E for the Project. (See Exhibit 5 – MPEA Special Conditions for Minority- and Women-Owned Business Enterprises)

## **PROJECT LABOR AGREEMENT AND PREVAILING WAGE**

This project is subject to the terms of the Authority's Project Labor Agreement. Wages of laborers, mechanics and other workers employed under subcontract awarded pursuant to this RFP shall be subject to the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

## **TERM**

The term begins on the Effective Date of the Agreement and unless sooner terminated in accordance with the contract, ends upon project completion. For purposes of pricing for this proposal assume a total Pre-construction term of one year and a total Construction term of one year, potentially in two phases.

## SECTION IV. – RFP PROCESS AND SUBMISSION REQUIREMENTS

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### RFP PROCESS

The Respondent's written response, which details the experience and qualifications of the Respondent no later than **12:00 noon central time on Thursday, May 16, 2024**. A timeline showing the key dates for the RFP is attached as Exhibit 1.

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](http://www.mpea.com) under the link "Doing Business" beginning on Thursday April 18, 2024. *The link for the existing drawings and AutoCAD for the existing buildings (Attachment 1) will expire in one week from posting. Please contact us if you need an updated link.* The Authority requests that all Respondents that choose to download and print the document from the MPEA website register their company as a document holder by contacting the MPEA, DEPARTMENT OF PROCUREMENT by email at [mpeaprocedure@mpea.com](mailto:mpeaprocedure@mpea.com), referencing **RFP #2024-18-M PURCHASING AGENT – Hyatt Regency McCormick Place – Renovation of Meeting Rooms and Ballroom**

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 Respondents who have registered as a document holder and provided the Authority with valid contact information. It will be the responsibility of the Respondent 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.)

Respondents are to contact only the MPEA Procurement Department, at [mpeaprocedure@mpea.com](mailto:mpeaprocedure@mpea.com) concerning this RFP and should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP.

The Authority will accept questions, in writing via e-mail, until **12:00 noon central time on Thursday, April 25, 2024**. Questions should be submitted in writing to [mpeaprocedure@mpea.com](mailto:mpeaprocedure@mpea.com). A summary of questions received, noted without source, and answers will be issued as an addendum on the MPEA procurement website.

RFP submittals are due no later than **12:00 Noon Central Time on Thursday, May 16, 2024**. Interested parties must submit an electronic, searchable version (PDF and/or Word) of its proposal via email to [mpeaprocedure@mpea.com](mailto:mpeaprocedure@mpea.com), or via a secure file sharing platform such as Dropbox or similar, before the deadline. The email must reference the RFP #2024-18-M. The electronic copy must include Required Form F as a separate PDF.

At this time MPEA is suspending receipt of hardcopies.

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

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 Respondent. The Authority will in no way be responsible for delays caused by caused by any entity or by any occurrence. Proposals received after **12:00 noon central time on Thursday, May 16, 2024**, may be deemed non-responsive and ineligible for consideration.

By submitting Qualifications, Respondent agrees to accept and abide by the terms of this RFP. The Authority reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any responsive submittals which it may deem to be in the best interest of the Authority. Only submittals from responsible Respondents 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 Respondent who is in a position to contractually bind the Respondent. The submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final.

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

## **RFP SUBMISSION REQUIREMENTS**

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

### **Proposal Submission**

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

1. **Executive Summary** Include an Executive Summary detailing the Respondent's competence, qualifications, and past experience in providing the Services similar to those described in this RFP. The summary should explain the Respondent's understanding of MPEA's needs and objectives, and how Respondent's qualifications and approach would assist MPEA in meeting those objectives.
2. **Experience, Qualifications, and References:** Respondent must provide detailed information regarding its previous experience providing services as a Purchasing Agent for large hospitality renovation projects, including cost estimating, and value engineering.
  - a. In addition to completing Form C, Statement of Qualifications, include information for each project including 1) Scope of work, 2) Value of initial project, 3) Total value of change orders, 4) Whether there were any disputes and how they were resolved, 5) Name, title, phone number and email of person who can be contacted regarding Proposer's work on the referenced project.
  - b. Provide information regarding Proposer's previous experience with hospitality projects with similar levels of complexity, coordination, and deadlines, specifically in Chicago and with major hospitality brands and with large group hotels nationally.
3. **Project Schedule and Cost Estimate:** Provide a comprehensive project schedule indicating how target dates will be met and identifying key dates for critical path items. Identify any risks associated with this schedule and how they will be mitigated. Provide a preliminary cost estimate based on the project scope and renderings provided. Identify any potential cost savings.

- a. **Project Team:** Provide an organizational chart, the names, titles, description of role, and brief description of each proposed team member's experience qualifying him/her for the contract along with his/her resume. Indicate which company the individual works for if Respondent's team is a joint venture or includes subcontractors.
  - b. **Subcontractors and Commitment to MBE and WBE Goals:** Describe how respondent would ensure a fair, competitive process to ensure that subcontracts meet MPEA requirements (PLA, MBE/WBE goals).
4. **Financial Stability:** Furnish audited financial statements for your firm, including a balance sheet and profit and loss statements for the last three (3) years. If audited financial statements are not available, submit the equivalent along with a brief explanation of Respondent's financial stability.
  5. **Criminal or Civil Actions:** Detail any criminal or civil investigation or pertinent litigation pending against your firm, or individuals within your firm, conducted within the past three (3) years. Also describe the nature of any conflicts of interest that you believe exist or may arise.
  6. **Other:** Respondent may include any other relevant factors the Respondent believes should be considered by the Authority.

### **Required Forms**

The State of Illinois and the Authority require that certain Certifications and Disclosures be filled out and included with your proposal. In addition to the information required above, Proposals must contain the following completed items provided in Section VI of this RFP:

- |                   |  |
|-------------------|--|
| ○ 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 | GMP Cost Form  |
| ○ Required Form G | Notification of Exceptions   |
| ○ Required Form H | Insurance Requirements / Certificate of Insurance                          |
| ○ Required Form I | Special Conditions Regarding Minority and Women Owned Business Enterprises |



## SECTION V. – RFP EVALUATION

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### 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. Evaluations will be based on criteria outlined herein and all proposals will be evaluated using the same criteria. Throughout the evaluation and selection period, each Proposer may be required to furnish additional information, make presentations, and attend meetings as requested by the Authority.

#### Evaluation Criteria

In evaluating, the Authority will consider the following:

1. Qualifications and Experience of Proposed Team: Respondent must have personnel qualified and experienced in the various aspects of the Services, proper licenses, and the capacity to perform the scope/scale of work required within the defined schedule. Resumes of the Purchasing Agent's team will be reviewed for experience with similar hospitality projects.
2. Quality of Past Performance: Whether the Respondent has provided appropriate reference examples of prior similar hospitality projects and the past performance on its engagements. The Authority may solicit from previous clients, including the MPEA or any available sources, relevant information concerning Respondent's record of past performance.
3. Project Approach: Strength of the Proposer's approach to completing the project in a timely and successful manner, and capacity to provide the project management, cost estimating, suggestion of alternate materials/items, and other required services described herein. Projected project plan on how to work with and schedule the outside manufacturers and vendors of the various components.
4. Special Conditions Regarding Minority and Women Owned Businesses: Strength of the Proposer's MBE/WBE utilization plan and their compliance with the RFP requirements.
5. Financial Stability: Whether the Respondent has provided sufficient evidence of their company's financial capacity to finance, insure, and/or bond the work.
6. Fee Proposal: Best value and reasonable for the scope and complexity of the work within the allotted schedule.

#### Evaluation and Award Process

The evaluation and award process is as follows:

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

## SECTION VI. – CONDITIONS, DISCLAIMERS AND DISCLOSURES

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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 also reserves the right to seek new submittals when such a request is in the best interest of the Authority and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. 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. The RFP and the selected Proposer's response to the RFP will, by reference, become a part of the final Agreement between the selected Proposer and the Authority resulting from this solicitation process.

### 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.
- 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.
- 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.

### Ownership of Proposals

The 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 not offer any gratuities, favors, or anything of monetary value to any official or employee of the Authority, the Authority's appointed evaluation committee, Hyatt Regency, 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.

#### 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, Proposers must disclose ownership interests. Proposers must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended (70 ILCS 210/25.5).

#### Freedom of Information Act

This RFP and any subsequent agreement are subject to disclosure pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/ (FOIA) 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 show 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(s) 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  
[mpeaprocurment@mpea.com](mailto:mpeaprocurment@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(s).

## SECTION VII. – REQUIRED FORMS

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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. PRICE PROPOSAL
- G. EXCEPTIONS
- H. INSURANCE REQUIREMENTS
- I. SPECIAL CONDITIONS REGARDING MBE AND WBE PARTICIPATION

## REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

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*To be duplicated and completed on Proposer's firm letterhead*

(Date)

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

Re: **Purchasing Agent-Hyatt Regency McCormick Place – Renovation of Guest Rooms & Corridors**  
**RFP #2024-18-M**

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

1. I have full authority to bind Proposer with respect to this response to the Request for Qualifications and any oral or written presentations and representations made to the Authority.
2. (Full legal name of Proposer) has read and understands the Request for Qualifications and is fully capable and qualified to provide the goods and or services as described within this Request for Qualifications.
3. I have read and understand the Request for Qualifications, including addenda numbers \_\_\_\_\_. If none were issued, indicate "NONE".
4. (Full legal name of Proposer) understands that the Metropolitan Pier and Exposition Authority will rely on Proposer's response to the Request for Qualifications and Proposer agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. If requested by the Authority, Proposer agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist the Authority in evaluating its Proposal.
6. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for **PURCHASING AGENT** services with the Authority to supply all of the required items and/or services.
7. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.
8. Proposer understands that the Authority will rely upon the material representations set forth in the Request for Qualifications and that Proposer has a continued obligation to update any information which changes or which Proposer learns to be incorrect.
9. It is understood that an original and multiple copies of the Request for Qualifications have been submitted for consideration. Proposer warrants that all copies are identical to the original in all respects.
10. Our firm commits to meeting the 25% MBE and 5% WBE participation goals on this project and to ensure a fair and competitive process for awarding all trade subcontracts.

I declare that all Required Forms A-I have been examined by me and to the best of my knowledge and belief are true, correct and complete.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Typed/lettered name of signatory

As: \_\_\_\_\_  
(Relationship to Proposer/Title/etc.)

REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

**NAME OF PROJECT:** PURCHASING AGENT-Hyatt Regency McCormick Place – Renovation of Guest Rooms & Corridors

**PROJECT NUMBER:** 2024-18-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 bid evaluation or during the Agreement term.

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

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

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

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

Name	Percentage Ownership



# REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

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**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

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**NAME OF PROJECT:** PURCHASING AGENT-Hyatt Regency McCormick Place – Renovation of Guest Rooms & Corridors

**PROJECT NUMBER:** 2024-18-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**

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**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. 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.

\_\_\_\_\_  
\_\_\_\_\_

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

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

13. Identify how Proposer was made aware of this RFP: \_\_\_\_\_ Newspaper Ad \_\_\_\_\_ Website \_\_\_\_\_ Email Notification  
Other \_\_\_\_\_

## REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

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**PROPOSER:** \_\_\_\_\_

14. Identify below the Proposer's contact person 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:** PURCHASING AGENT -Hyatt Regency McCormick Place – Renovation of Guest Rooms & Corridors

**PROJECT NUMBER:** 2024-18-M

**PROPOSER:** \_\_\_\_\_

### CHECK BOXES 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 \$5000 or more with individuals, and to entities with twenty-five (25) or more employees.
  
- Proposer or 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).

- [ ] 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.

REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

**NAME OF PROJECT:** PURCHASING AGENT -Hyatt Regency McCormick Place – Renovation of Guest Rooms & Corridors

**PROJECT NUMBER:** 2024-18-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. The only officials, employees or agents of the MPEA who may be contacted regarding outstanding procurement projects are the Director of Procurement, to whom questions for clarification regarding an outstanding procurement may be submitted in writing, and members of the MPEA’s Business and Workforce Diversity Department, who may be contacted regarding the Proposer’s Minority and Women’s Business Enterprise participation.

**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 **PROJECT MANAGEMENT**
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 lobbying 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 G – NOTIFICATION OF EXCEPTIONS

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PROJECT NUMBER: 2024-18-M

PROPOSER: \_\_\_\_\_

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

### PLEASE CHECK ONLY ONE:

- PROPOSER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2024-18-M. PROPOSER ACCEPTS THE TERMS AND REQUIREMENTS OF THIS RFP AND THE FORM OF AGREEMENT AND AGREES TO SIGN THE AGREEMENT IN SUBSTANTIALLY THE FORM OF EXHIBIT 2 IF IT RECEIVES THE CONTRACT AWARD. ADDITIONALLY, PROPOSER UNDERSTANDS THAT CHANGES OR ADDITIONS WILL **NOT** BE CONSIDERED AFTER PROPOSAL SUBMISSION.
- PROPOSER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS OR ADDITIONS** TO EXHIBIT 2, FORM OF AGREEMENT, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2024-18-M. PROPOSER HAS SUBMITTED A DETAILED REDLINE MARK-UP IN MICROSOFT WORD OR COMPATIBLE PROGRAM OF ALL EXCEPTIONS AND/OR ADDITIONS, A DETAILED EXPLANATION OF SAID EXCEPTIONS WITH ALTERNATIVE LANGUAGE AND PLACEMENT IN THE EXCEPTED AGREEMENT TERMS TO THIS REQUIRED FORM G, NOTIFICATION OF EXCEPTIONS. ADDITIONALLY, PROPOSER UNDERSTANDS THAT ADDITIONAL CHANGES OR ADDITIONS WILL **NOT** BE CONSIDERED AFTER PROPOSAL SUBMISSION.

## REQUIRED FORM H – INSURANCE REQUIREMENTS

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NAME OF PROJECT: PURCHASING AGENT – Hyatt Regency McCormick Place – Renovation of Guest Rooms & Corridors

PROJECT NUMBER: 2024-18-M

RESPONDENT: \_\_\_\_\_

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

### INSURANCE REQUIREMENTS

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

a. **Commercial General Liability**

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000.00
Products Liability/Completed	
Oper.. Aggregate	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Premises-Operations	
Personal & Advertising Injury	
Contractual Liability	
Independent Contractors	

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

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation in compliance with the statutory requirements of the state of operation	
Employer's Liability	
Each Accident	\$ 1,000,000.00
Per Employee - Disease	\$ 1,000,000.00
Annual Aggregate – Disease	\$ 1,000,000.00

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

c. **Automobile Liability**

Coverage Limit	
Bodily Injury and Property Damage	
Combined Single Limit – each accident	\$2,000,000.00
Uninsured/Underinsured Motorist -	
Occurrence	\$2,000,000.00

This Policy must cover all owned, non-owned, and hired vehicles used in connection with this Agreement.

d. **Umbrella Coverage** \$5,000,000.00

Coverage must be in excess and at least as broad as the primary Commercial General Liability, Auto Liability and Employers Liability.

e. **Professional Liability/Errors & Omissions** \$2,000,000.00  
Per Claim and Aggregate  
Covering the negligent acts, errors and/or omissions of Contractor in the provision of professional services under this agreement

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to the Authority as a result of the liability provisions of the Contract shall be paid on demand.
4. Contractor insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the Authority and agrees that any insurance or self-insurance programs maintained by the Authority shall apply in excess of and not contribute with insurance provided by them under the Agreement.
5. Policies should be written on an occurrence basis with the exception of professional liability coverage.
6. All coverages must contain a Waiver of Subrogation in favor of the MPEA
7. All policies must be Primary and Non-Contributory for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees are named as an additional insured on the commercial general liability, automobile liability and umbrella liability insurance required by this Agreement.
9. Contractor shall require any Subcontractors performing services for the selected contractor to obtain and maintain the same coverage with the same terms and limits as required of the Contractor, including the MPEA as an additional insured. Contractor will provide MPEA with copies of all Subcontractors certificates of insurance
10. Contractor or its insurers shall provide MPEA with thirty (30) days prior written notice of cancellation, non-renewal or material adverse change in any of the policies required by this Agreement. Such notice shall be sent via certified mail to the attention of MPEA's Risk Management Department.

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## EXHIBIT 1 – RFP TIMELINE

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

<b>Action</b>	<b>Date</b>
Request for Proposal (RFP) Issued	Thursday, April 18, 2024
Pre-Submittal questions Due by	12:00 Noon, Thursday, April 25, 2024
Answers to questions issued by	Wednesday, May 1, 2024
<b>Proposals due no later than</b>	<b>12:00 Noon, Thursday, May 16, 2024</b>
Board approval and notification of selection	Tuesday, July 23, 2024

EXHIBIT 2 – DRAFT FORM OF AGREEMENT

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EXHIBIT 3 – DRAFT DIFFERENTIATION / RESPONSIBILITY MATRIX

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EXHIBIT 4 – PROJECT SCOPE DESCRIPTION DETAIL

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EXHIBIT 5 – HYATT REGENCY MODEL ROOM RENDERINGS

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