



McCORMICK PLACE
C H I C A G O

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

REQUEST FOR PROPOSALS (RFP)

ARCHITECTURAL AND ENGINEERING SERVICES

**HYATT REGENCY MC CORMICK PLACE
HOTEL EXPANSION AND RENOVATION**

2010-27

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NOTE:

Proposers agree that it is their responsibility to obtain any addenda that may be subsequently issued. Failure to do so may result in rejection of the Proposal.

The Authority will not be liable for Proposer's failure to obtain or download any addenda issued for a request for qualifications/proposals. The forms and affidavits included in a proposal document must not be altered.

The MPEA requests that all proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by either: faxing HILARY MUSHIER a legible copy of a business card, referencing RFP No. 2010-27 to (312) 791-6156 or by email to mpeaprocmnt@mpea.com to register Proposer's company as a document holder.

IMPORTANT DATES

DOCUMENT ISSUED: WEDNESDAY, AUGUST 4, 2010 at 12:00 PM

QUESTIONS DUE: TUESDAY, AUGUST 10, 2010 by 12:00 PM

RESPONSE TO QUESTIONS: THURSDAY, AUGUST 12, 2010 by 5:00 PM

DOCUMENT DUE: WEDNESDAY, AUGUST 18, 2010 by 12:00 PM

SUBMIT TO:

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
PROCUREMENT DEPARTMENT
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS 60616
ATTN: HILARY MUSHIER, PROCUREMENT SPECIALIST
mpeaprocmnt@mpea.com**

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I. KEY INFORMATION

The Metropolitan Pier and Exposition Authority (the "Authority") owns the Hyatt Regency McCormick Place hotel and intends to expand the facility with the construction of an approximately 475 room tower over the existing garage, to undertake renovations to the existing front-of-house and back-of-house facilities, and to remodel guest rooms in the existing 800 room tower. The Authority is issuing this Request for Proposals (RFP) so that it can engage the services of an architectural and engineering design firm to prepare design-build bridging documents that will be used to solicit proposals from design-build firms.

The Authority invites qualified architectural and engineering firms with experience in the design of high-rise hotels and in the preparation of design-build bridging documents to submit qualifications to the Authority no later than **12:00 noon** (Chicago time) **WEDNESDAY, August 18, 2010**.

Details with respect to the format and content of the Request for Proposal (RFP) will be available after **12:00 noon** (Chicago time) **WEDNESDAY, August 4, 2010**, on the Authority's website at www.mpea.com under the link "Doing Business / Current Opportunities".

The Authority reserves the right to reject any or all Proposals, to waive any informality, and to accept any Proposal which it may deem to be in the best interest of the public. Only Proposals from those complying with the provisions of the Instructions to and Requirements of Proposers will be considered.

Minority and Women Owned Business Enterprises are encouraged to participate in this Request for Proposals.

Be advised that the selected proposer and its subconsultants will be precluded from participating on the design-builder's team and/or construction consulting team whose services the Authority may engage in connection with the hotel expansion and renovation.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
PROCUREMENT DEPARTMENT
HILARY MUSHIER, PROCUREMENT SPECIALIST
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS 60616
mpeaprocurement@mpea.com**

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II. GENERAL INFORMATION AND DEFINITIONS

2.1 GENERAL INFORMATION

The Metropolitan Pier and Exposition Authority (“Authority”) 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 “Act”). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois. The Authority operates and maintains McCormick Place[®], an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, and Navy Pier[®], a historical landmark also located in Chicago directly east of Lake Shore Drive at Grand Avenue on Lake Michigan.

Chicago’s McCormick Place is North America’s premier convention facility. The McCormick Place Complex (“MPC”) comprises four state-of-the-art 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 four million trade and public show visitors annually. The Authority also owns the Hyatt Regency McCormick Place, an 800-room hotel and conference center operated by Hyatt Corporation. The conference center, which opened in August, 2001, offers 31,000 square feet of prime meeting space.

Navy Pier combines retail, restaurant, and museum space on fifty acres on Chicago’s lakefront, which include: a Family Pavilion of shops, restaurants, and entertainment; a 6-story glass-enclosed Crystal Garden with tropical plants and a palm tree court; sightseeing and dinner boat cruises; the Chicago Children’s Museum; an IMAX theatre; the Festival Hall Convention Center; the Shakespeare Theatre; the Skyline Stage outdoor theatre; the Smith Museum of Stained Glass; an outdoor Beer Garden; and an historic Grand Ballroom on the far east end. In addition, Navy Pier’s twenty-five acre Gateway Park, immediately west of the Pier, is a major attraction of the Navy Pier complex. Navy Pier offers greatly enhanced capabilities and facilities for year-round festival and entertainment events. Navy Pier has distinguished itself as Illinois’ top tourist attraction, with over 8 million visitors annually.

2.2 DEFINITIONS

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

“**A/E Firm**” means the architectural/engineering individual, partnership, corporation or joint venture with whom the Authority executes an agreement for professional services as described herein.

"Authority" means the Metropolitan Pier and Exposition Authority.

"Agreement" or **"Contract"** means the ARCHITECTURAL AND ENGINEERING SERVICES for the HYATT REGENCY MCCORMICK PLACE HOTEL EXPANSION AND RENOVATION Agreement that is to be entered into between MPEA and the Selected Proposer(s) pursuant to this RFP.

"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" means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that are found qualified to submit Proposals for the ARCHITECTURAL AND ENGINEERING SERVICES for the HYATT REGENCY MCCORMICK PLACE HOTEL EXPANSION AND RENOVATION 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. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices. Those Proposals deemed materially non-responsive must be rejected.

"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 it has the character, reputation, and integrity to receive an award. A Proposer/Bidder, otherwise able to perform, who has been convicted of felony, or violation of the public procurement requirements of any Federal or State governmental entity, may be found not responsible. 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 "Selected Provider" means the Proposer selected for award of an Agreement.

"Services" means all the tasks for which the Authority engages the Selected Proposer.

"Subconsultant" shall mean those individuals, firms or corporations who are part of the design team and contract with the A/E Firm in connection with this Agreement.

"WBE" means Women Owned Business Enterprise

2.3 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's 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 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.

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III. NATURE OF SERVICES

3.1 OBJECTIVE

The Metropolitan Pier and Exposition Authority (MPEA) intends to undertake the expansion and renovation of the Hyatt Regency McCormick Place Hotel with the construction of an approximately 475 room tower to be located over the existing parking garage structure and the renovation of the existing rooms, and any corresponding renovations, including but not limited to the front-of-house and back-of-house facilities, certain portions of the adjacent conference facility operated by the hotel, and on-site and off-site improvements necessary to make the hotel fully functional. The MPEA also desires to achieve US Green Building Council (USGBC) LEED Certification for this project.

It is expected that the design of the tower will be consistent with the architectural vocabulary that currently exists at McCormick Place and the renovation is anticipated to bring the hotel interior in line with Hyatt's current brand standard. The hotel currently consists of 800 rooms and is connected to the McCormick Place convention complex. The firm will be expected to become familiar with the requirements of the hotel and adjacent conference center and to assist the Authority in evaluating and establishing a program that best meets the Authority's business objectives. The Authority expects to award a contract at the earliest possible date and that the A/E Firm would begin work immediately thereafter and would complete the design-build bridging documents at the earliest feasible date.

3.2 SCOPE OF SERVICES

The A/E Firm's design team shall be responsible for preparing design-build bridging documents that will be used by the MPEA to solicit bids from and form the basis of a contract with design-build teams for the completion of design and construction documents and for the hotel construction and renovation. The documents shall include architectural plans, sections, elevations, design details, performance criteria, and other specifications with sufficient detail to clearly establish the scope of work and to set the architectural design for the tower and any modifications or renovations to the existing hotel, adjacent facilities, and guest rooms. The A/E Firm's design team shall also prepare structural, mechanical, electrical, plumbing, and fire protection drawings, performance criteria, and descriptions of building systems in sufficient detail to clearly establish the scope of work and other requirements of the Authority. The A/E Firm's design team will be responsible for any other specialty subconsultant whose input may be necessary to clearly articulate the goals of the MPEA to ensure that they are adequately documented in the bridging documents.

It is anticipated that the A/E Firm's design work will be broken up into the following phases:

Concept Design. The design team will work with the MPEA, its hotel manager, its hotel asset advisor, and its construction cost consultant, and others to develop alternative design concepts in order to assist the MPEA in the development and refinement of the building program and scope of renovations to the existing facilities, including the hotel and those adjacent conference facilities managed by the hotel operator.

Schematic Design. The design team will prepare schematic design documents that set forth the general scope, conceptual design, and scale and relationships among the components of a project. The design team shall prepare documents that clearly define the selected concept and provide a reasonable basis for analyzing the cost of the project. Documents will include a site plan, plans for each level, elevations, key sections, outline specifications, performance criteria, and other documents as may be necessary to illustrate the character of the design.

Design Development and Bridging Document Production. The design team shall further develop the schematic design documents and critical design details, interior finishes, exterior construction, and the performance criteria for the mechanical and structural components of the building and shall prepare drawings, performance criteria, specifications, and design documents that shall be the basis for soliciting design-build proposals for the expansion and renovation of the hotel. The design team shall be responsible for the timely preparation of any additional information that may be necessary during the bid and award phase of the project.

Review of Design-Build Proposals. The design team shall assist the MPEA in its review of design-build proposals and provide any additional documentation necessary to clarify the design-builder's scope of work as may be directed by the Authority.

Building Design and Construction. The design team will participate in meetings with the selected design-build team and shall otherwise monitor the progress of the building design and construction to ensure that the construction documents prepared by the design-builder's architect of record and engineers are consistent with the scope and intent of the bridging documents; and to review design-builder submittals and to observe the construction and project close-out to ensure the same.

Modifications to Planned Development. The design team shall provide assistance to the MPEA and its other consultants, by attending meetings, preparation of exhibits and other information that may be necessary to secure any required modifications to the McCormick Place Planned Development.

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IV. INSTRUCTIONS TO AND REQUIREMENTS OF PROPOSERS

4.1 BACKGROUND INFORMATION – MCCORMICK PLACE COMPLEX

Chicago's McCormick Place is North America's premier convention facility. The McCormick Place Complex comprises four state-of-the-art 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 four million trade and public show visitors annually. The Authority also owns the Hyatt Regency McCormick Place, an 800-room hotel and conference center. The conference center, which opened in August, 2001, offers 31,000 square feet of prime meeting space.

4.2 AVAILABILITY OF DOCUMENTS

Request for Proposal Documents are available for downloading on or after twelve o'clock noon (12:00 PM) Chicago Time on **WEDNESDAY, AUGUST 4, 2010**.

In addition, the Authority will make available for review the existing Hotel and Parking Deck Construction Drawings Monday through Friday from 9:00 AM until 4:00 PM at the MPEA Corporate Center, Development Department, 301 E. Cermak, Chicago.

4.3 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will not be held.

4.4 SUBMITTAL REQUIREMENTS

The Proposer will submit one (1) **COMPLETED** set of original documents and four (4) copies.

All Proposals must be received no later than **twelve o'clock noon (12:00) PM Chicago Time, on WEDNESDAY, AUGUST 18, 2010** at Metropolitan Pier and Exposition Authority, Procurement Department, Corporate Center located at 301 East Cermak Road, Chicago, Illinois 60616, First Floor, Receptionist Desk. **Proposals received after this time will be non-responsive and ineligible for consideration.**

No Proposer may modify or substitute the items to be furnished or the work to be done. Proposals that do not conform to the specifications of this RFP may be deemed non-responsive. By submitting a Proposal, Proposer agrees to accept and abide by the terms of this RFP.

4.5 FORMAT OF RESPONSE

All Proposals must be submitted with a table of contents identifying page numbers in a plastic binder with section dividers for each item in Section 4.6 and 4.7 listed below. Each proposal shall be submitted on standard 8-1/2" x 11" bonded paper bound on one (1) side. For ecological reasons, Proposers are encouraged to submit two (2) sided printed documents.

The Proposer will submit one (1) **COMPLETE** set of original documents and their technical response in an envelope clearly marked, "**ORIGINAL**". Please make sure all original documents contain original signatures and original notary/certification seals.

All proposals submitted in response to this Request for Proposal (RFP) undergo a multi-step evaluation process, as detailed in Section 5, Evaluation Criteria. In order to protect the integrity of the evaluation process, it is imperative that all documents containing pricing information (Required Form E) are placed in separately sealed envelopes.

All copies of the original submission for Phase I of the RFP MUST EXCLUDE REQUIRED FORM E – PROPOSED PRICING AND FEE STRUCTURE. Required Form E shall only be submitted if Proposer is selected to proceed to Phase II. (See Section 4.6 below for further details)

The Proposer will also submit **four (4) copies** of the Proposal.

Proposers must submit all responses in sealed envelopes that shall carry the following information on the face of each of the envelopes:

- Proposer's name
- Proposer's address
- Subject matter of Proposal (Document Name & Number)
- Document Due date

4.6 CONTENTS OF PROPOSAL

The Proposal submission and review process consists of two phases:

Phase I will be the Proposers written response submitted by the due date of August 18, 2010 which details the experience and expertise of the Proposer as detailed below . Based on the qualifications submitted in Phase I, the Authority will, in its sole discretion, select a short list of the firms deemed to be the best qualified, and invite such firms to proceed to Phase II of the evaluation process.

In Phase II, the selected Proposers shall furnish additional information and make a summary presentation of their Proposal to the Authority based upon the information requested below for Phase II. **The tentative date for oral presentations/interviews is August 26, 2010.**

4.6.1 Phase I – Proposal Submission (*All Proposers*)

In its initial Proposal the Proposer must provide information about the following:

- a) A list of high-rise hotel projects for which your firm has performed architectural and/or engineering services. Include the Owner Name, Address, Phone, Fax and contact number; Project Name, a detailed description of services; completion date, and total project cost.

- b) A list of relevant projects for which your firm has performed architectural and/or engineering services with a contract value in excess of \$100 million. Include the Owner Name, Address, Phone, Fax and contact number; Project Name, a detailed description of services; completion date, and total project cost.
- c) A list of relevant projects for which your firm has provided design-build bridging documents. Include the Owner Name, Address, Phone, Fax and contact number; Project Name, a detailed description of services; completion date, and total project cost.
- d) A list of first tier subconsultants that will be performing professional services for the project. Include the firm name and address, detailed scope of service, whether they are a Minority-owned or Women-owned Business Enterprise.
- e) Provide resumes of all key personnel who will be dedicated to providing the services contemplated by this Request for Proposals. Resumes must include their name, educational background, and employment history demonstrating relevant experience on projects similar to the scope and size of this Project.
- f) Provide three (3) references for hotel projects for which your firm is or has provided services similar in scope to those described in the RFP. Please include the Hotel name, address, phone and fax numbers, e-mail address, contact name and contact's affiliation and a brief description of the services provided, including the amount of the contract.
- g) Financial statements, such as balance sheets and/or profit and loss statements, for the last three years demonstrating that the Proposer has the financial viability and ability to perform the services. The Proposer must also provide written disclosure advising of any pending litigation against the Proposer that may have a material effect upon the Proposer's ability to provide the services.

4.6.2 Phase II – Oral Presentation (*Shortlisted Proposers Only*)

Proposers should not submit the items requested below unless they have been shortlisted and asked to submit such information by the Authority. Proposers should be prepared to conduct an oral presentation for Phase II and submit Required Form E – Proposed Pricing and Fee Structure, if selected by the Authority to proceed to Phase II of the RFP.

The Proposers selected to proceed to Phase II will be notified in writing and given approximately five days to further prepare for the presentation. The Proposer will be required to submit pricing one day prior to the date of its oral presentation. Presentations must be no longer than ninety minutes in length, including questions/answers. Proposers not selected to participate in Phase II will be notified in writing.

The oral presentation affords an opportunity for the Proposer to expound on its qualifications and expertise as initially detailed in its Proposal submission. The oral presentation should assist the Authority in further evaluating the Proposer's capabilities to perform the services of the RFP by its response to, but not limited to, the following:

- a) Proposer's detailed staffing plan that identifies and introduces the Project Manager and all personnel required to do the Project and their responsibilities on the Project. A statement and chart that clearly indicates the time commitment of the proposed Project Manager and any proposed team members to this Project. A statement

indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Project.

- b) A Work Plan that describes the Proposers understanding of the scope of work and how they will accomplish the requirements defined in the scope of the Project. The Work Plan must describe what tasks the Proposer feels need to be accomplished in order to achieve the goals in the most efficient and timely manner. The Work Plan should clearly and specifically identify key personnel assignments that are consistent with the staffing plan. The Work Plan should include a schedule that demonstrates how the Project will be fully and satisfactorily completed and the timeline for each item on the work schedule.
- c) The Proposer must be able to articulate the nature of the work and the effort required by each phase of their services, which include Concept Design, Schematic Design, Design Development and Bridging Document Production, Review of Design-Builder Proposals, Building Design and Construction Services and Modifications to Planned Development.
- d) A description of any needs the Proposer may have to carry out the required work, and/or other relevant factors the Proposer believes should be considered by the Authority.

4.7 REQUIRED FORMS

In addition to the information required in Section 4.6 above, Proposals must contain the appropriate **completed** Forms as detailed on Required Form A – Pre-Qualification Status.

NOTE: If you have been Pre-Qualified for Architectural and Engineering Services by the State of Illinois Capital Development Board (CDB), you may have already satisfied submission requirements of some of the forms. In lieu of resubmitting the forms, please complete and submit Required Form A – Pre-Qualification Status stating the MPEA has authorization to obtain copies of your documents from the CDB.

4.8 AWARD PROCESS

The Authority will evaluate all Proposals that it determines, in its sole discretion, to be responsive to this RFP. Based on the qualifications submitted, the Authority will, in its sole discretion, select a short list of the firms deemed to be the best qualified, and invite such firms to make summary presentations of their Proposals to the Authority, furnish additional information, and make presentations. The Authority reserves the right, in its sole discretion, to engage in discussions with any or all of the Proposers, collectively or individually, to discuss the Agreement, their respective Proposals or any clarifications of their Proposals.

Be advised that the Selected Proposer and its subconsultants will be precluded from participating on the design-builder's team and/or construction consulting team whose services the Authority may engage in connection with the hotel expansion and renovation.

4.9 DISCUSSIONS / NEGOTIATIONS

Discussions / negotiations may be conducted with Proposers who are deemed to have a reasonable chance of being awarded a contract. If discussions / negotiations are conducted, Proposers may be required to submit a best and final offer. The best and final offers may be

required as early as twenty-four (24) hours after completion of negotiations or discussions. The Authority reserves the right to award a contract without discussions or negotiations.

4.10 BEST AND FINAL OFFERS

If discussions / negotiations are conducted and changes are made to the originally submitted proposal, Proposers will be required to submit a best and final offer. Best and final offers must be received by the date / time provided during discussions / negotiations or the originally submitted response will be used for further evaluation and award recommendation.

4.11 ADDENDA AND INTERPRETATION

No Proposer is entitled to rely upon any oral interpretation by the Authority or its representatives concerning the meaning of this RFP. All requests for interpretation must be made in writing, addressed to:

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
PROCUREMENT DEPARTMENT**

301 East Cermak Road

Chicago, Illinois 60616

Fax: (312) 791-6156

Email: mpeaprourement@mpea.com

Contact: HILARY MUSHIER

Requests for interpretation must be received no later than **twelve o'clock pm (12:00 PM) (Chicago time) on TUESDAY, AUGUST 10, 2010. We encourage you to submit your Requests for Interpretation as soon as possible.** The interpretations and supplemental instructions, if any, will be formalized in addenda to this RFP. Addenda will be mailed (or at the sole direction of the Authority, sent via facsimile when a fax number is available) or available for download on the MPEA website at www.mpea.com to all Proposers at the address furnished for that purpose. All Proposers must acknowledge receipt of each addendum that has been issued. If none are issued, indicate "NONE" on REQUIRED FORM B, Form of Transmittal Letter.

Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under this RFP as submitted.

The Authority reserves the right, at its discretion, to discuss any aspect of the RFP, either with all Proposers together, or with any individual Proposer separately, and to seek additional information as it considers appropriate.

4.12 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 related to procurement contracting with any unit of government, may be rejected.

4.13 OWNERSHIP OF PROPOSALS

The Authority owns all submitted materials. Proposals will not be returned to Proposers. During the evaluation and selection period and after the A/E Firm signs the Agreement, all Proposals remain the property of the Authority. The Authority shall not be responsible for expenses incurred in preparing and submitting the Proposal. The Authority shall not be responsible for such costs shall not be included in the Proposal.

4.14 EXEMPTION FROM RETAILERS, OCCUPATION OR USE TAXES

Consultant is responsible for all existing and future applicable Federal, State, and local taxes, whether direct or indirect, incurred in connection with the Services. 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.

4.16 IMPROPER PRACTICES

The Proposer shall not offer any gratuities, favors, or anything of monetary value to any member of the Board of Directors, official, or employee of the Authority for the purpose of influencing consideration of the Proposal.

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

4.17 SIGNING FORMS

Proposal forms must be properly completed and the Form of Transmittal Letter (See REQUIRED FORM B) 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:

4.17.1 If the Proposer is a corporation or limited liability company, the Proposal and Form of Transmittal 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.

4.17.2 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.

4.17.3 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.

4.17.4 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.

4.17.5 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.

4.18 PROPOSED PRICING AND FEE STRUCTURE (*Shortlisted Proposers Only*)

Proposer must complete Required Form E – Proposed Pricing and Fee Structure and submit it in a **separate, sealed envelope one day prior to its oral presentation in Phase II**, if the Proposer is selected to proceed to Phase II.

Also, the Proposer will be required to provide an Hourly Rate Sheet for all professional and technical personnel contemplated on the Project. This Hourly Rate Sheet should include the classifications and their associated hourly billing rates.

4.20 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 female owned business enterprise procurement program for any and all work undertaken by the Authority. The Authority's goals for MBE and WBE participation in the performance of the Services are 25% and 5% respectively. Proposers will acknowledge and agree that they shall make a good faith effort to achieve these goals. The successful Proposer will be required to complete the Authority's MBE/WBE documents, including but not limited to, Schedule A: Affidavit of Proposer Regarding MBE/WBE Commitments; Schedule B: Letter of Intent to Perform as a MBE/WBE Firm; and/or Schedule C: Joint Venture Affidavit.

4.21 CONFLICTS OF INTEREST

The Authority is prohibited by law from contracting with certain persons. Accordingly, ownership interests must be disclosed. Proposers must complete a Statement of Business Organization (REQUIRED FORM F), a Statement of Qualifications (REQUIRED FORM G) and Proposer/Bidder Certifications (REQUIRED FORM H). Proposers must also comply with the prohibitions on political contributions that are set forth in the Metropolitan Pier and Exposition Act, as amended.

4.22 COMPLIANCE WITH LAWS

The Selected Proposer must comply with all existing and future applicable laws, statutes, ordinances, regulations and lawful orders of any governmental body, including the Authority and federal, state, local and city governments.

4.23 RIGHT TO MAKE MULTIPLE AWARDS

The Authority intends to award to one Proposer but reserves the right to award this Agreement to one or more Proposers as it deems to be in its best interest.

4.24 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.

4.25 CERTIFICATE OF LIABILITY INSURANCE

The Proposer must provide and maintain during the life of the Contract, at Proposer's own expense, until Contract completion and during the time period following final completion if the Proposer is required to return and perform any additional work, the minimum insurance coverages and requirements specified in Required Form D, insuring all operations related to the Contract. The Authority reserves the right to modify insurance requirements based on the nature of the services rendered or the projects required under the Contract.

**METROPOLITAN PIER AND EXPOSITION AUTHORITY
REQUEST FOR PROPOSALS (RFP)**

ARCHITECTURAL AND ENGINEERING SERVICES

**HYATT REGENCY MCCORMICK PLACE
HOTEL EXPANSION AND RENOVATION**

2010-27

V. EVALUATION CRITERIA

5.1 GENERAL INFORMATION

The Authority desires to select the Proposer that, in the Authority's sole opinion, is best qualified to provide ARCHITECTURAL AND ENGINEERING SERVICES for the HYATT REGENCY MCCORMICK PLACE HOTEL EXPANSION AND RENOVATION as defined in the submitted Proposal and the criteria set forth in Section 5.3 below.

The Authority intends to conduct a comprehensive, fair and impartial evaluation of qualifications and proposals received in response to this RFP. The Authority will use an Evaluation Committee to review and evaluate the offers. Proposals will be evaluated using comparative analysis of the elements of responsiveness. The Authority may elect to go into direct negotiations with Proposers that the Authority deems qualified to potentially provide these services. However, a qualified designation shall not assure a Proposer that the Authority will directly negotiate with the Proposer to potentially provide services.

The evaluation process will be in two phases: Phase I will be the evaluation, based upon the evaluation factors for Phase I identified below, of the relative experience and expertise of the Proposer in the design of high-rise hotels, projects with a construction cost in excess of \$100 million, and the preparation of design-build bridging documents as detailed in its Proposal submission. Based on the qualifications submitted in Phase I, the Authority will, in its sole discretion, select a short list of the firms deemed to be the best qualified, and invite such firms to proceed to Phase II of the evaluation process. Phase II will consist of the selected Proposers conducting oral presentations of their Proposals and furnishing additional information to the Authority.

The Proposers selected to proceed to Phase II will be given at least five days to prepare for the presentation. Proposers not selected for further review will be notified in writing. **The Authority has reserved Thursday, August 26, 2010 as a tentative date for holding Phase II oral presentations.**

5.2 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 female owned business enterprise procurement program for any and all work undertaken by the Authority. The Authority's goals for MBE and WBE participation in the performance of the Services are 25% and 5% respectively. Proposers will acknowledge and agree that they shall make a

good faith effort to achieve these goals. The successful Proposer will be required to complete the Authority's MBE/WBE documents, including but not limited to, Schedule A: Affidavit of Proposer Regarding MBE/WBE Commitments; Schedule B: Letter of Intent to Perform as a MBE/WBE Firm; and/or Schedule C: Joint Venture Affidavit.

5.3 EVALUATION FACTORS

Evaluations will be based on criteria outlined herein and all proposals will be evaluated using the same criteria. The Authority will accept the Proposal it deems most likely to meet the goals of the Project outlined in this RFP at a reasonable cost.

In evaluating Phase I of the Proposals, the Authority will consider the following (listed in order of relative importance):

1. **Quality of Previous Experience:** Whether the Proposer has demonstrated previous experience of similar scope and complexity as described in the RFP. The Authority will specifically evaluate the following:
 - A. The Proposer's ability, experience and past performance in the design of high-rise hotels and hotel renovation.
 - B. Experience in the preparation of design-build bridging documents, and experience with the design-build delivery system.
 - C. Familiarity with first class hotel standards
 - D. Proposer's past experience and role in projects with a total construction cost exceeding \$100 million.
 - E. Experience in the design of convention and meeting facilities.
 - F. Designing LEED Certified hotels, including renovation projects.
2. **Quality of Staffing:** Whether the Proposer has submitted a staffing plan listing the key qualified personnel that will be involved in the Project. Whether the Proposer has provided complete information for all such key personnel and attached their resume(s) to the response to include relative experience of a similar nature and their responsibility to the Project
3. **Quality of Project Manager:** Whether the Proposer has provided a Project Manager who has specific experience and expertise in managing the design and technical process as well as its consultants.
4. **Quality of References:** Whether the Proposer has provided appropriate references and, if not, whether the Proposer has included information as to why such references were not provided.

In evaluating Phase II of the Proposals, the Authority will consider the following (listed in order of relative importance):

1. Whether the Proposer has further demonstrated in its presentation its past relative experience and expertise.
2. Whether the Proposer has provided a detailed Work Plan that describes the necessary steps needed to complete each phase of the Work.
3. Whether the Proposer has demonstrated it has sufficient resources to meet the requirements and deadline of the Project
4. Whether the Proposer describes any anticipated difficulties in performing the specified Project requirements and proposed solutions to those difficulties

5.4 EVALUATION

5.4.1 Evaluation Criteria: In addition to the criteria listed above to evaluate the Proposer's responsiveness to the requirements of the RFP. The Authority will evaluate administrative compliance and Proposer responsibility. All Proposals must meet the following administrative and responsibility criteria.

- (a) **Evaluation of Administrative Compliance:** The Authority will determine whether the Proposal complied with Section 4 of the RFP, "Instructions to and Requirements of Proposers". The Authority must reject any Proposal submitted late. Failure to meet other requirements will affect the Authority's evaluation and may result in rejection of the response.
- (b) **Evaluation of Proposer Responsibility:** The Authority will determine whether the Proposer submitting the Proposal is one with whom the Authority can or should do business. Factors that may be evaluated to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Proposal), and compliance with applicable laws, financial stability and the perceived ability to perform completely as specified.

A Proposer must at all times have financial resources sufficient, in the opinion of the Authority, to ensure performance of the contract and must provide proof upon request. The Authority may reject any Proposal based on Proposer's failure to supply information and/or a determination that the quality of the information is insufficient.

If the Authority does not consider the price submitted in response to the RFP to be fair and reasonable and that price can not be negotiated to an acceptable level, the Authority reserves the right to award to another Proposer. The Authority will determine whether the price is fair and reasonable by considering the Proposal, including the Proposer's qualifications, the Proposer's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

5.4.2 AWARD PROCESS

- (a) Review of the Proposals to assess compliance with mandatory administration requirements.

- (b) Detailed evaluation of the Proposals to assess Proposer's ability to meet the requirements of Phase I.
- (c) Selection of short list of Proposers to proceed to Phase II of the evaluation.
- (d) Evaluation of the oral and written clarifications, discussions, and presentations of the Proposers during Phase II of the evaluation.
- (e) Review of pricing
- (f) Negotiations with the top ranking A/E Firm.
- (g) Evaluation Committee award recommendation to the Trustee.
- (h) Award decision by the Trustee
- (i) Notification of award to the Authority's Board.

REQUIRED FORM A

PRE-QUALIFICATION STATUS

The Undersigned understands and agrees:

PLEASE CHECK ONLY ONE:

Proposer acknowledges that its firm is currently pre-qualified with the State of Illinois Capital Development Board (“CDB”) as a professional architectural and engineering firm and by signing below, grants release to the Authority all pre-qualification information submitted to the CDB.

If Proposer is pre-qualified and has authorized the release of information from CDB, Proposer must complete the required forms in **Package I** (attached) of this RFP #2010-27. Forms A-D must be submitted by the RFP deadline date for Phase I. If selected to continue to Phase II, Proposer must submit Required Form E – Pricing and Fee Structure at the date and time of its oral presentation for Phase II.

Proposer must submit all required forms in **PACKAGE I**, including:

- Required Form A – Pre-Qualification Status
- Required Form B – Form of Transmittal Letter
- Required Form C – Disclosures
- Required Form D – Insurance Requirements
- Required Form E – Proposed Pricing and Fee Structure **(To be submitted by shortlisted Proposers in Phase II)**

Proposer acknowledges that their firm is **NOT** pre-qualified with the State of Illinois Capital Development Board as an architectural and engineering firm **OR** has not signed above to grant release of its pre-qualification information from CDB.

If Proposer is not pre-qualified with CDB or has not agreed to grant the release of its pre-qualification information from CDB, Proposer must complete the required forms in **Package II** of this RFP #2010-27. Package II is provided as a separate attachment to the RFP document and can be downloaded at www.mpea.com, under the link “Doing Business / Current Opportunities.” Forms A-D and F-I must be submitted by the RFP deadline date for Phase I. If selected to continue to Phase II, Proposer must submit Required Form E - Pricing and Fee Structure at the date and time of its oral presentation for Phase II.

Proposer must submit all required forms from **PACKAGE II**, including:

- Required Form A – Pre-Qualification Status
- Required Form B – Form of Transmittal Letter
- Required Form C – Disclosure of Lobbyists
- Required Form D – Insurance Requirements
- Required Form E – Proposed Pricing and Fee Structure **(To be submitted by shortlisted Proposers in Phase II)**
- Required Form F – Statement of Business Organization
- Required Form G – Statement of Qualifications
- Required Form H – Proposer/Bidder Certification
- Required Form I – Notification of Exceptions

Signed

Typed/lettered name of signatory

Typed/lettered name of Firm

As: _____
(Relationship to Proposer/Title/etc.)

Dated: _____

REQUIRED FORMS PACKAGE I

ARCHITECTURAL AND ENGINEERING SERVICES

**HYATT REGENCY McCORMICK PLACE
HOTEL EXPANSION AND RENOVATION**

Firms that are pre-qualified with the State of Illinois Capital Development Board (“CDB”) and have agreed to release all information from CDB to the Authority must complete all required forms in this **PACKAGE I**.

Included in this **Package I** are the following Required Forms:

- Required Form A – Pre-Qualification Status
- Required Form B – Form of Transmittal Letter
- Required Form C – Disclosures
- Required Form D – Insurance Requirements
- Required Form E – Proposed Pricing and Fee Structure (not to be submitted until Phase II)

REQUIRED FORM B

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: HILARY MUSHIER

Re: **ARCHITECTURAL AND ENGINEERING SERVICES**

Dear Madame:

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 **ARCHITECTURAL AND ENGINEERING SERVICES FOR HYATT REGENCY MCCORMICK PLACE HOTEL EXPANSION AND RENOVATION**. 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 _____.
4. (Full legal name of Proposer) understands that the Metropolitan Pier and Exposition Authority will rely on Proposer's response to the Request for Proposals and Proposer agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. (Full legal name of Proposer) agrees to hold its Proposal open for a period of 60 days from the date and time established for submission of Bids, and, if requested by the Authority, for an additional 30 days thereafter.
6. 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.
7. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for **ARCHITECTURAL AND ENGINEERING SERVICES FOR HYATT REGENCY MCCORMICK PLACE HOTEL EXPANSION AND RENOVATION**, with the Authority in accordance with the TERM SHEET described in EXHIBIT 1 of the Request for Proposals, to supply all of the items and/or services required in it, and provide insurance coverage as specified on Required Form D.
8. 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.

9. 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.
10. It is understood that an original and multiple copies of the Request for Proposals have been submitted for consideration. Proposer warrants that all copies are identical to the original in all respects.
11. Proposer acknowledges that any comments, requests or exceptions to the form of agreement or any other requirements stated in this procurement have been identified on REQUIRED FORM C, DISCLOSURES.
12. Proposer identifies below its contact person for purposes of responding to any questions the Authority may have:

Contact Name: _____ Title: _____

Address: _____

Telephone: _____ e-mail address: _____

13. Proposer/Bidder or its employees and sub-consultants 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).
14. The Authority's goals for MBE and WBE participation in the performance of the Services are 25% and 5% respectively. Proposers will acknowledge and agree that they shall make a good faith effort to achieve these goals. The successful Proposer will be required to complete the Authority's MBE/WBE documents.

I declare that this Form of Transmittal Letter has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Signed: _____

 Typed/lettered name of signatory

As: _____
 (Relationship to Proposer/Title/etc.)

State of: _____

County of: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 2010.

 NOTARY PUBLIC

(SEAL)

REQUIRED FORM C

DISCLOSURES

I. DISCLOSURE OF LOBBYISTS

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. 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.
2. "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) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. Sub Consultants or sub contractors hired by the Applicant who do not fit this definition are not considered Lobbyists.
3. In particular, the Applicant 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. All Lobbyists must be disclosed.
4. If the Applicant is uncertain whether a disclosure is required under this Section, the Applicant must either ask the MPEA whether disclosure is required or make the disclosure. The Applicant is not required to disclose employees who are paid solely through the Applicant's regular payroll or sub-contractors that will be assisting in performance of the work without providing **Architectural and Engineering Services**.
5. MPEA prohibits the participation of Lobbyists when the payment to the Lobbyist is contingent on the award to the party of a contract. (Contingency Fee Agreements).

B. CERTIFICATION

Each and every Lobbyist or other person retained or anticipated to be retained directly by the Applicant with respect to or in connection with lobbying for the award of the contract that is the subject of this DISCLOSURE OF LOBBYISTS is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Fees (indicate whether paid or estimated)

CHECK HERE IF NO SUCH PERSON HAS BEEN RETAINED DIRECTLY BY THE APPLICANT OR IS ANTICIPATED TO BE RETAINED DIRECTLY BY THE APPLICANT.

The Undersigned understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this DISCLOSURE OF LOBBYISTS will become part of any contract awarded to the Applicant by the MPEA in connection with the project or transaction that is the subject of this DISCLOSURE OF LOBBYISTS.
- B. Some or all of the information provided on this DISCLOSURE OF LOBBYISTS, including any REQUIRED FORMs, may be made available to the public in response to a Freedom of Information Act request, or otherwise. By completing and signing this DISCLOSURE OF LOBBYISTS, the Undersigned waives and releases any possible rights or claims which it may have against the MPEA in connection

with the public release of information contained in this DISCLOSURE OF LOBBYISTS and also authorizes the MPEA to verify the accuracy of any information submitted in this DISCLOSURE OF LOBBYISTS.

C. Lobbyists and all other parties retained in connection with the award of contract are agents of the Undersigned and are therefore subject to the same rules as the Undersigned, 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 Undersigned's Minority and Women's Business Enterprise participation.

D. If the MPEA determines that any information provided in this DISCLOSURE OF LOBBYISTS is false, incomplete or inaccurate, or if any provision of this DISCLOSURE OF LOBBYISTS is violated, any contract or other agreement in connection with which it is submitted may be void or voidable, and the MPEA may pursue any remedies under the contract, at law, or in equity, including terminating the Undersigned's participation in the project or transaction and/or declining to allow the Undersigned to participate in future transactions with the MPEA.

II. EXCEPTIONS TO THE TERM SHEET

The Undersigned understands and agrees that: **(PLEASE CHECK ONLY ONE)**

PROPOSER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS** TO EXHIBIT 1 TERM SHEET OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2010-27.

PROPOSER ACKNOWLEDGES THAT THERE **ARE EXCEPTIONS** TO EXHIBIT 1 TERM SHEET, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2010-27 AND HAS **ATTACHED THEM TO THIS REQUIRED FORM C.**

III. QUALIFICATION INFORMATION

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

A. List below one (1) bank reference:

1. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

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

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

D. Has Proposer ever forfeited a performance bond? _____ If yes, provide details. _____

E. Proposer has attached copies of its annual financial statement or annual report, such as balance sheets, profit and loss statements or financial report, for the last three (3) years.

I declare that this Disclosure of Information has been examined by me and to the best of my knowledge and belief is a true, correct and complete disclosure of information.

_____ Date: _____
(Print or type name of individual or legal entity submitting this REQUIRED FORM C - DISCLOSURES)

By: _____
(sign here)

Title of signatory: _____

Print or type name of signatory: _____

County of _____

State of _____

Acknowledged under oath on [date] _____

before me by _____

as [title] _____

of [firm] _____

Notary Public

(SEAL)

Commission expires: _____

REQUIRED FORM D
INSURANCE REQUIREMENTS

Successful Proposer must provide evidence of the ability to provide insurance coverage as specified in this RFP.

1. The Selected Contractor must procure and maintain, at its own expense, until final completion of the Services covered by this Contract and during the time period following final completion if required to return and perform additional Services, for any reason whatsoever, the types of insurance specified below, in amounts specified by the Authority's Risk Manager. The Selected Contractor must provide the Authority with certificates of insurance 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	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

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

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

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

c. **Automobile Liability**

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

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

d. **Umbrella Coverage** \$10,000,000.00

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

e. **Professional Liability (Design & Architects)** \$5,000,000.00
Errors & Omissions

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this Contract, or otherwise. All amounts owed by Contractor to the Authority as a result of the liability provisions of the Contract shall be paid on demand.
4. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Authority shall apply in excess of and not contribute with insurance provided by them under the Agreement.
5. Policies should be written on an occurrence basis with the exception of professional liability coverage.
6. All coverages must contain a Waiver of Subrogation in favor of the MPEA
7. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees are named as an additional insured.
9. Subcontractors performing services for the selected contractor shall maintain coverage terms and limits equal to or greater than the contractor.
10. If policies are canceled for any reason, immediate notice is required to be given to the Risk Management Department via certified mail.

**REQUIRED FORM E
PROPOSED PRICING AND FEE STRUCTURE**

**ARCHITECTURAL AND ENGINEERING SERVICES
HYATT REGENCY MCCORMICK PLACE
HOTEL EXPANSION AND RENOVATION**

2010-27

PROPOSER

Proposers should not submit Required Form E – Proposed Pricing and Fee Structure unless they have been selected by the Authority to proceed to Phase II of the RFP. Proposer must complete Required Form E and submit it in a **separate, sealed envelope one day prior to the date of its oral presentation in Phase II.**

All costs to the Authority for the performance of the Services are to be included in the A/E's hourly billing rates other than those Reimbursable Costs explicitly identified as such in the Term Sheet, attached as Exhibit 1 to this RFP. Compensation for subconsultants shall be at their hourly billing rates, with no further mark-up by the A/E Firm. The hourly billing rates shall consist of the hourly rate paid to the employee as reported on that employee's W-2, plus direct payroll expense items such as FICA, FUTA and medical insurance as paid periodically to or for the employee (bonuses, rewards, incentives and retirement contributions are not to be included), plus A/E Firm's (or subconsultant's) multiplier.

For other reimbursable expenditures, the Authority will pay the A/E Firm the actual cost with no mark-up.

The fee shall be broken down by phase for architectural services, each of the engineering disciplines, and other specialty consultants and reimbursable expenditures. Totals for each phase and discipline should be provided and the total Guaranteed Maximum Price identified.

Also, the Proposer shall include along with their Proposed Pricing an Hourly Rate Sheet for all professional and technical personnel contemplated on the Project. This Hourly Rate Sheet should include the classifications and their associated hourly billing rates.

EXHIBIT 1

METROPOLITAN PIER AND EXPOSITION AUTHORITY

TERM SHEET FOR DESIGN SERVICES ARCHITECTURAL AND ENGINEERING SERVICES

HYATT REGENCY MC CORMICK PLACE HOTEL EXPANSION AND RENOVATION

By submitting its response to this RFP, the Proposer acknowledges and agrees that it shall perform the services required in the Scope of Services set forth in Exhibit A of this RFP pursuant to and in compliance with the terms and conditions set forth below, which terms and conditions shall be included in the agreement between the parties for the performance of the Services ("Agreement").

1. Basis of Payment – Proposer shall be paid an hourly rate for the performance of Services by each individual assigned to the Project, plus reimbursable costs, all subject to a Guaranteed Maximum Price. As indicated in Required Form E, "Proposed Pricing and Fee Structure," the Authority will establish a Guaranteed Maximum Price for each phase of the Services. The Authority, in its exclusive discretion, may re-allocate any unexpended funds from one phase to another.

Reimbursable costs include:

- 1) Services provided by specialty subconsultants which may be retained by the Proposer to provide technical information concerning the Services such as acoustics, lighting, vertical transportation, material handling, audio visual, food service, roofing and waterproofing, graphics, traffic and transportation, parking, building management systems, security, testing, inspection and such other services as may be necessary to provide the scope of services or as may be directed by the Authority. The Proposer will advise the Authority prior to entering into any subconsulting agreement, and the Authority reserves the right to reject any proposed subcontract prior to its execution when, in the Authority's sole discretion, the Authority deems it is in its best interests to do so. Proposer shall cause all subconsultants to be bound to the same terms and conditions as those in the Agreement between the Authority and Proposer. Proposer may award fixed amount lump sum contracts to its subconsultants solely upon prior written approval by the Authority. All billing by the Proposer to the Authority for subconsultant Services shall be at actual cost, with no markup by Proposer.
- 2) Reproduction and binding of memoranda, reports, drawings and other deliverables, or reproduction of existing drawings and data for Proposer's use.
- 3) Special services or supplies applicable to the Services, such as photography, purchase of maps, renderings, presentation models, mock-ups and samples. Proposer shall provide prior notice to the Authority of any such expenditure that may exceed \$1,000, and the Authority reserves the right to reject any such proposed expenditure.
- 4) Transportation and subsistence when on trips required for the performance of the Services, but only upon prior written approval by the Authority.
- 5) Long distance telephone and faxes, express shipments and postage.

All other costs incurred by the Proposer shall be compensated by the hourly rate paid by the Authority for the performance of Services by the individuals assigned to the Project.

2. Method of Payment – Proposer shall submit an invoice to the Authority no later than the twenty-fifth (25th) day of each month during the performance of the Services. The invoice shall be itemized as required by the Authority. Payment will be made upon the basis of approved invoices and supporting documents. Supporting documents shall include proof of payment by Proposer to any subconsultant who performed Services invoiced by Proposer on the preceding invoice. The Authority will utilize its best efforts to make payment by the last day of the month subsequent to the month that the invoice was submitted. Each invoice shall be accompanied by a statement by the Proposer of the percentage of completion of the Services through the date of the invoice, and an estimate of the approximate value of the remaining Services to be provided by Proposer.

3. Term and Schedule for the Performance of the Services – The term for the performance of the Services will commence upon the execution of the Agreement by the Authority, and will conclude upon the award of a design-build contract to the design-builder selected by the Authority for the Project. The Design Development and Bridging Document production set forth in the Scope of Services shall be submitted within ____ (to be agreed upon by the Authority and Proposer) days of execution of the Agreement by the Authority.

4. Additional Services – The Authority, in its sole discretion and determination, may retain the Proposer to perform certain Services on behalf of the Authority that may include services during the design and construction phase related to modifications to the Planned Development, as further defined in the Scope of Work.

5. Audit, Inspection and Retention of Records – Proposer shall maintain and retain records showing the actual time expended in performance of the Services for which Proposer seeks compensation, and the actual costs for all reimbursable costs for which Proposer requests compensation. The Proposer shall permit an authorized representative of the Authority to inspect, copy, and audit all data and records of the Proposer for the performance of the Services. Such records shall be made available at the office of the Proposer during the term of the Services, and for a period of no less than five years subsequent to the expiration of the Agreement.

6. Utilization of Minority and Women 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 female owned business enterprise procurement program for any and all work undertaken by the Authority. The Authority's goals for MBE and WBE participation in the performance of the Services are 25% and 5%, respectively. Proposer acknowledges and agrees that they shall make good faith, affirmative efforts to achieve the Authority's goals, and that Proposer shall not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental disability, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex in connection with the performance of the Services, including subcontracting for the performance of the Services.

7. Insurance – Proposer shall obtain and maintain at all times during the performance of the Services insurance of the kinds and in the amounts specified in Exhibit D to this RFP. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees shall be named as additional insureds on all insurance policies required hereunder.

8. Indemnity – The Agreement will contain an indemnity provision in substantially the same form as the following:

(a) **Duty.** The Consultant shall at its sole expense, indemnify, defend and hold the Authority, its Board members, officers and employees (collectively, the "Indemnified Parties"), harmless against all injuries, death, losses, damages, claims (including intellectual property claims) suits, liabilities, judgments, and expenses (including attorney fees and court costs), regardless of merit, which may in any way accrue against any Indemnified Party in consequence of this Agreement or its performance, or which may in any way result from them provided that the loss was caused by the negligence or omission of the Consultant, its employees or agents or that of Consultant's subconsultants or their respective employees (individually or collectively, "Loss").

(b) **Limitation on Consultant's Duty to Indemnify.** Consultant's duty to indemnify an Indemnified Party does not apply to a Loss to the extent that such Loss arises out of the negligence or intentional misconduct on the

part of the Indemnified Party seeking indemnification as determined by a court of competent jurisdiction or by agreement between the Consultant and the Indemnified Party. Furthermore, because the Consultant's services will be limited to the provision of design concepts, and because the engineering services, the construction documents and the construction supervision services (collectively, the "Construction Services") necessary for the construction of the Project will be provided by the other professionals selected by the Authority as their work product, the Consultant will not be liable to any Indemnified Party for any Loss arising out of (i) any documents or materials not sealed by the Consultant, or (ii) the Construction Services.

(c) **Duty to Defend Pending Determination.** Consultant shall, at its sole expense, defend an Indemnified Party until it has been determined by a court of competent jurisdiction that such Indemnified Party is liable for a Loss on account of the Indemnified Party's intentional misconduct or negligent acts, omissions. Consultant and any Indemnified Party may also agree, in writing, regarding allocation of liability for any Loss. Each Indemnified Party must furnish the information that the Consultant or defense counsel reasonably requires to determine the facts and to provide an adequate defense, and each Indemnified Party must cooperate fully in the defense.

If it is determined that an Indemnified Party is liable for a Loss on account of the Indemnified Party's intentional misconduct or negligent acts or omissions, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense against the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the Loss.

(d) **No Limitation on Account of Insurance.** The Consultant is required by this Agreement to carry, or does carry, or the insurance carried by any Indemnified Party, in no way limits or relieves Consultant of its duty to defend and indemnify the Indemnified Parties under this Agreement. But, the Consultant may apply any insurance proceeds Consultant receives from its policies of insurance to satisfy the Consultant's obligations under this Section _.

9. Delays and Extensions – No charges or claims for delay damages shall be made by the Proposer unless the Project is suspended or abandoned, in part or in whole, for more than three months. In that event, the Proposer shall be paid the reasonable expenses incurred by the Proposer resulting from such suspension or abandonment without waiver or any other rights the Proposer may have.

10. Ownership and Confidentiality of Documents – All documents, data, studies and reports compiled or delivered to the Authority are the property of the Authority. All reports, information or data provided to, prepared or assembled by Proposer pursuant to the Agreement which are not in the public domain are to be regarded and treated as confidential, and shall not be revealed or otherwise made available to anyone by Proposer without the prior written authorization of the Authority.

11. No Assignment of Agreement or Payments – Proposer shall not assign the Agreement, any portion thereof, or any payment due thereunder, without the written consent of the Authority.

12. Termination for Convenience – The Authority may terminate the Agreement, or any portion of the Services to be performed thereunder, at any time for the Authority's convenience, by notice, in writing, from the Authority to the Proposer.