
Request for Proposals (RFP) #2010-29



Private Management of McCormick Place® Complex in Chicago, Illinois

Metropolitan Pier and Exposition
Authority (MPEA)

September 15, 2010



Managing M^c McCormick Place Complex and Navy Pier



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I. INTRODUCTION AND BACKGROUND INFORMATION

Introduction

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

The proposal submission and review process will consist of two phases: Phase I will be the Proposer's written response submitted by the due date of November 9, 2010 which details the experience and expertise of the Proposer to provide private management of the MPC. Based on the responses submitted in Phase I, the Authority will select a short list of Proposers for further consideration in Phase II of the evaluation process. In Phase II, the Authority will request additional information, including a price proposal, conduct oral interviews, interview general manager candidates, and negotiate key provisions of a contract for management services with each short listed Proposer whose Phase II responses provide an acceptable basis for negotiation. Oral presentations/interviews are tentatively scheduled for the week of March 14, 2011.

At the conclusion of the RFP process described herein, the successful Proposer will be responsible for the comprehensive management and operation of the MPC. The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and any or all other services, as required by the Authority, consistent with generally accepted operations of a first-class convention center. The successful Proposer shall be responsible for the maintenance of the land, building, furniture, fixtures and equipment; marketing of the MPC; management of various product and service providers; coordination of MPC utilization and scheduling, and any other responsibilities as may be required in the Management Contract.

It is the desired goal of the Authority to have an executed management contract with the successful Proposer no later than May 27, 2011.

Background

The 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 "MPEA Act"). The Authority was established to promote, operate and maintain fairs, expositions, meetings and conventions in Cook County, Illinois. The Authority operates and maintains the MPC, an exhibition and convention center located at 23rd Street and Martin Luther King Drive in the City of Chicago, and the Navy Pier® entertainment facility, a historical landmark also located in Chicago directly east of Lake Shore Drive at Grand Avenue on Lake Michigan.

In 2010, the Illinois General Assembly passed Public Acts 096-0898 and 096-0899 (the "Reform Legislation"), which authorized a significant restructuring of the Authority. Under the Reform Legislation the Authority is charged with restructuring the organization's outstanding debt. Additionally, the Authority has the responsibility to privatize management of the operation of the buildings and facilities of the MPC and to determine whether Navy Pier should become an entity independent of the Authority. The full text of the Reform Legislation can be obtained at www.ilga.gov.

The Facilities

Chicago's McCormick Place is North America's premier convention facility. The McCormick Place Complex consists of nine million square feet in six buildings: North, South, Lakeside, West, the Energy Center, and the Corporate Center. The McCormick Place convention facility includes four state-of-the-art exhibit halls, the South, West, North buildings and the Lakeside Center. The Arie Crown® Theater is located in the Lakeside Center. The exhibit 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 the MPC the nation's largest convention center. McCormick Place hosts approximately 125 to 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. Further information on McCormick Place is detailed below.

- 2.6 million square feet of exhibit space
- 1.2 million square feet all on one level
- 173 meeting rooms
- 600,000 square feet of meeting space
- 4 ballrooms, 2 of which are the largest in the city
- 4,249-fixed seat performing arts theater (Arie Crown® Theater)
- 3 additional theaters/auditoriums seating 300 each
- Parking lots consisting of a total of 5,000 parking spaces

In addition, an expansive series of pedestrian promenades and sky bridges link the entire campus. The Grand Concourse connecting South and North and the Central Concourse in West are also locations for retail shops, cafes, restaurants and other visitor amenities. The Hyatt Regency McCormick Place Hotel is connected to the MPC.

The Authority also owns and operates three central utility plants (Energy Center) that provide the primary or base-load heating and cooling capacity for most of the MPC facilities, including the East Building, North Building, South Building, Hyatt Regency Hotel, Corporate Center (the Authority's administrative offices), as well as several external customers. The Energy Center also provides most of the heating and cooling for the West Building.

The Energy Center was designed and configured for significant potential future expansion. The Energy Center's equipment is all judged to have at least an additional 20 years of remaining useful life, assuming continued proper operation and maintenance. The successful Proposer will have responsibilities for operating the Energy Center.

The hotel and conference center are managed by Hyatt Corporation and are not part of the facilities covered by this RFP. The management of Navy Pier and Corporate Center are not included in the scope of this RFP.

Facility maps and detailed floor plans of the MPC are available on the McCormick Place website at: www.mccormickplace.com/facilities/Floorplan.html#.

II. GOALS AND OBJECTIVES

The Authority strives to operate a first-class, high-quality, state-of-the-art convention center that is competitive in the industry and meets the needs of conventions, trade shows, consumer shows, meetings, entertainment and community events. In pursuing a private or contract management alternative, the Authority has identified several overall operational goals for the MPC. The intent, through private or contract management, is to achieve these goals in a more timely and cost effective manner than may be possible under current management structures. Goals that have been identified at this point are summarized below.

1. Adhere to the goals of the Reform Legislation, including those pertaining to the Authority's, City of Chicago's, and State of Illinois' shared compelling and proprietary interests in McCormick Place.
2. Create systems and policies to eliminate any unnecessary MPC operating expenses.
3. Identify and implement initiatives to enhance MPC revenues, while ensuring that the MPC remains economically competitive with other convention venues, and that conventions, exhibitions, trade shows, and other meetings are attracted to and retained at the MPC by producing an exhibitor-friendly environment and by reducing costs for exhibitors and show managers.
4. Properly maintain and safeguard the Authority's capital investment in the MPC through the exercise of the highest standards of maintenance and preservation, and, as the need arises, recommend capital improvements.
5. Provide superior services to users of the MPC and patrons and visitors attending events at the MPC, thereby maximizing customer satisfaction as exhibited by an industry-wide positive image of the MPC, and maximizing MPC re-bookings.
6. Continue the progress made with the legislation in terms of defining labor work rules and jurisdictional issues in order to continue a downward pressure on exhibitor and show management costs while maintaining high service levels.
7. Maximize the economic impact to the community, region, and state (via the accommodation of non-local conventions, trade shows, conferences and meetings) and overall utilization of the facility, while focusing on minimizing the annual operating cost for the MPC. Creative and experienced approaches in striking this critical balance are very important to the Authority.
8. Develop and implement initiatives to penetrate new markets, attract new events and promote the MPC to enhance usage of the convention center and to increase hotel occupancy.
9. Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.
10. Develop and implement an Equal Employment Opportunity and workforce diversity plan.
11. Develop and implement a Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) utilization plan in accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 (b).

III. SCOPE OF MANAGEMENT CONTRACT

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

Management

1. The successful Proposer shall manage and operate the MPC in accordance with policies approved by the Authority. The successful Proposer shall be responsible for all day-to-day functions and operations of the MPC and shall operate the MPC at all times in the public interest and in accordance with the highest professional and ethical standards.
2. The successful Proposer shall be responsible for recommending for Authority approval all rental rates, fees, and charges for services provided throughout the MPC.
3. The Proposer shall establish an effective system of communication that encourages linkages and collaborative efforts between the MPC and other segments of the hospitality industry, including the Chicago Convention and Tourism Bureau (CCTB), the Chicago hotel industry and other visitor industry segments.
4. The successful Proposer will have oversight responsibility over any and all sub-contractors and concessionaires, as set forth in the Management Contract. The successful Proposer will also negotiate future sub-contractor agreements, to be approved by the Authority.
5. The successful Proposer shall review existing operating and financial systems controls for the MPC, and make recommendations for modifications, for the consideration and approval by the Authority. The successful Proposer shall prepare and submit annual budgets for the MPC's operation. The Proposer shall also establish a system of internal controls to provide reasonable assurance that the MPC's resources are used in an effective and efficient manner. The Proposer shall keep full and accurate accounting records relating to its activities at the MPC, in accordance with generally accepted accounting principles.
6. The successful Proposer will administer payroll systems for all persons employed by the Proposer at the MPC, but not persons that remain employees of MPEA.
7. The successful Proposer will develop procurement policies, adhering to applicable state laws and regulations as well as to any applicable Authority policies as directed by the Authority.
8. The successful Proposer will undertake MPC information technology functions, and maintain systems in state-of-the-art conditions.
9. The successful Proposer may be requested to provide all Information Technology services for the Authority, and may be required to place necessary staff within the Authority offices to ensure the necessary level of service.
10. At the conclusion of the term of the negotiated agreement, the successful Proposer shall be responsible for returning the MPC and Furniture, Fixtures and Equipment (FF&E) to the Authority in the same condition in which they were provided, except for normal wear-and-tear.
11. The successful Proposer shall report and provide regular reports to the Authority's designated Contract Manager or representative. The Authority shall make periodic inspections of the MPC and equipment to determine that they are being maintained in a neat and orderly condition. The Proposer will be required to make any improvements in cleaning or maintenance methods as required by the Management Contract.

12. The successful Proposer shall abide by all applicable local, county, state, and federal laws pertaining to its operation and shall secure all licenses and permits necessary for the operation of the MPC. The successful Proposer shall be responsible for, and pay all federal, county, city and state taxes arising as a result of the Management Contract, including those levied against the Authority.
13. The successful Proposer shall negotiate and execute all agreements for use of MPC space for events.
14. All areas of the MPC are to be kept clean, orderly, attractive, and sanitary at all times and in strict accordance with the applicable laws, ordinances, rules, and regulations as well as the standards of the Authority.
15. The Authority shall have the right to reject the character of services and require that undesirable practices be discontinued or remedied. Failure of the successful Proposer to take appropriate action after notification from the Authority and a reasonable opportunity to cure may result in the cancellation of the Management Contract in the discretion of the Authority.
16. The successful Proposer shall constantly endeavor to improve the operation of the MPC with a view toward developing the most efficient and highest quality of service to the customers, minimizing operating costs, increasing the quality of maintenance and security, and maximizing gross receipts without negatively impacting exhibitor or show manager costs.
17. The successful Proposer shall subject its employees to drug testing and criminal background checks. Employees shall at all times maintain a professional appearance consistent with the requirements of the Management Contract.
18. The successful Proposer shall not employ any person who does not conduct him or herself in a business like and professional manner and shall promptly take appropriate disciplinary action against employees who do not meet this standard, up to and including termination. Any employee so terminated shall not be re-employed at the MPC without the written consent of the Authority, as specified in the Management Contract.
19. The successful Proposer shall thoroughly train and closely supervise all employees so that they are aware of and habitually practice high standards of cleanliness, courtesy, and service.

MPC Marketing

1. The successful Proposer shall establish a positive relationship with the CCTB, area associations, hotels, and other appropriate agencies to develop and engage in advertising, solicitation and promotional activities, as required to develop the full potential of the MPC. The marketing responsibilities shall consist primarily of those activities performed to attract events within an 18-month time frame, and to support the CCTB for events that book outside the 18-month time frame. The Proposer will develop printed promotional material and maintain MPC websites.

MPC General Manager

1. The MPC shall be operated by a competent, successful general manager capable of, and empowered to operate the MPC and to be responsive to the desires and directives of the Authority in the areas of contract enforcement, scheduling, personnel relations and any and all other matters pertinent to the operation and management of the MPC. It is expressly understood that the general manager of the MPC will be located on-site.

2. The general manager of the MPC shall accept the decisions of the Authority as binding in matters of contract interpretation, provided that written appeals may be made in writing to the Authority within thirty (30) days of such decision.

Maintenance and Repair

1. The successful Proposer shall be responsible for all non-capital preventative maintenance and maintenance and repair of the MPC. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the successful Proposer, including non-capital repairs and maintenance. The successful Proposer shall also be responsible for informing the Authority of degraded conditions. The Proposer is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the MPC or FF&E which is under warranty is accomplished under the warranty.
2. The successful Proposer shall maintain a neat and orderly operation at all times, and shall be responsible for, or shall oversee vendor contracts pertaining to the necessary housekeeping services to properly maintain the MPC. No signs or advertising identifying the successful Proposer or its subcontractors shall be placed on the premises unless first approved, in writing, by the Authority's Contract Manager or his/her authorized representative. The successful Proposer shall make available all areas of the MPC under its control for examination at any time by the Authority or an authorized representative.
3. No alterations or additions shall be made to the MPC, or any part thereof, without first having obtained the written consent of the Authority's Contract Manager or an authorized representative. Authorized alterations or additions shall become the property of the Authority at the expiration date/or termination of the Agreement.
4. The successful Proposer shall not remove any FF&E furnished to the MPC without the express written permission of the Authority.
5. The successful Proposer shall replace, at its own expense, any FF&E provided under the Agreement that has been destroyed or damaged with like equipment.

Obligations of the Authority

The Authority will establish an executive framework to administer all remaining functions of the Authority. These functions include, but are not necessarily limited to the following:

1. Appoint a CEO to oversee Authority obligations, including the MPC Management Contract.
2. Prepare all necessary reports to the Legislature.
3. Conduct the required Exhibitor Rights Audit.
4. Prepare budgets for Authority operations, separate from the operations of the MPC.
5. Provide necessary Authority legal representation.
6. Administer independent audits of MPC financial statements.
7. Oversee payment of Authority debt.
8. Conduct customer survey research, including analysis that impacts the management firm incentive payment.
9. Oversee capital repair/replacement efforts, in conjunction with the MPC management team.

10. Approve annual bonus pool amount for contract management senior executive personnel.
11. Monitor overall management company performance through an annual performance audit.
12. Perform community/public/legislative relations efforts.
13. Approve MPC pricing, policies and other arrangements necessary for the operations of the MPC.
14. Approve all major negotiated subcontracts necessary for the operations of the MPC, as set forth in the Management Contract.
15. Participate in and approve all labor negotiation strategies and negotiation efforts and approve all contracts.
16. Manage existing pension liabilities for participating current and past MPEA employees.
17. Provide representation to the Advisory Council, established to ensure an active and productive dialogue between all affected stakeholders to ensure exhibitor satisfaction for conventions, exhibitions, trade shows, and meetings held at the MPC.
18. Receive all revenue from the operation of the MPC by the successful Proposer and fund all operating expenses within a budget developed by the successful Proposer and approved by the Authority.
19. Provide all initial land, buildings and facilities and FF&E in good working order (to be inventoried at time of Management Contract signing).
20. Procure all necessary on-site equipment and replacement items of major capital equipment in accordance with the recommended and approved capital improvement plan.
21. Make periodic inspections of the facilities and FF&E to determine that they are being maintained in a neat and orderly condition.
22. Market and sell Energy Center capacity to third parties.

The Authority reserves the right to modify its functional role with respect to administering the operations of the MPC at any time, subject to the terms of the Management Contract.

A chart showing the responsibilities of the Authority and the private management firm is provided as Appendix A.

IV. RFP PROCESS AND SUBMISSION REQUIREMENTS

The RFP Process

The RFP submission and review process will consist of two phases:

Phase I will be the Proposer's written response, which details the experience and expertise of the Proposer and is its initial proposal to provide private management of the MPC. Submittals for Phase I are due 12 noon central time on November 9, 2010. Based on the responses submitted in Phase I, the Authority will select a short list of Proposers for further consideration in Phase II of the evaluation process.

In Phase II, the Authority will request additional information, request a price proposal, conduct oral interviews, interview proposed general manager candidates, and negotiate key provisions of a contract for management services with each short listed Proposer. The tentative dates for oral presentations/interviews are the week of March 14, 2011.

Requirements and procedures for providing submittals in response to this RFP are described herein. RFP documents are available for downloading at the MPEA website at www.mpea.com under the link "Doing Business" on or after 8:00 AM central time on Wednesday, September 15, 2010. Copies of the documents are also available at the Metropolitan Pier and Exposition Authority, Corporate Center, 301 East Cermak Road, Chicago, Illinois 60616, First Floor Receptionist's Desk. The Authority requests that all Proposers that choose to download and print the document from the MPEA website contact the MPEA, DEPARTMENT OF PROCUREMENT by either: faxing a legible copy of a business card, referencing RFP No. 2010-29 to (312) 791-6156 or by email to mpeaprocmnt@mpea.com to register Proposer's company as a document holder.

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

Proposers are to contact only the MPEA Assistant Director of Procurement, Nancy Quoss, at (312) 567-8219 or mpeaprocmnt@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 pre-submittal questions, in writing via e-mail, until 5:00 PM central time, Wednesday, September 29, 2010. Questions should be submitted to mpeaprocmnt@mpea.com. A mandatory pre-proposal conference and tour will be held at 10:00 AM central time, on October 5, 2010 at the McCormick Place Complex, 2301 South Lake Shore Drive, Chicago, IL 60616. Authority representatives will be available to answer written pre-submittal questions, as well as other questions that arise during the mandatory conference. A tour of the facility will be conducted immediately following the meeting.

Following this mandatory conference, Proposers may submit additional pre-submittal questions in writing via e-mail, until 5:00 PM central time on Friday, October 15, 2010 to mpeaprocmnt@mpea.com. A summary of questions received, noted without source, and answers, will be issued as an addendum to all who were present at the pre-proposal conference.

RFP submittals for Phase I are due no later than 5:00 PM central time on Tuesday, November 9, 2010. Interested parties must submit one (1) original unbound hard copy and eight (8) bound hard copies of the RFP submittal that includes all information in the format outlined in this RFP. In addition, an electronic copy of the submittal saved in PDF format should also be provided on CD, DVD or emailed to mpeaprocurement@mpea.com. Hard copy submittals and supporting documentation must be submitted in a sealed package/envelope labeled "Proposal for the Management of McCormick Place Complex". Facsimile copies will not be accepted.

Submittals shall be delivered to the Authority at the following address:

METROPOLITAN PIER AND EXPOSITION AUTHORITY
ATTN: NANCY QUOSS
ASSISTANT DIRECTOR OF PROCUREMENT
301 EAST CERMAK ROAD
CHICAGO, ILLINOIS 60616

A timeline showing the key dates for the RFP process is attached as Appendix B.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Proposer. The Authority will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence.

By submitting a Proposal, Proposer agrees to accept and abide by the terms of this RFP. The Authority reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any submittals which it may deem to be in the best interest of the Authority. Only submittals from those complying with the provisions of this RFP will be considered.

Submittals will be considered incomplete if they do not bear the signature of an agent of the Proposer who is in a position to contractually bind the Proposer. The submittals can be withdrawn at any time, if requested in writing, until the deadline date at which time it will be considered final.

RFP Submissions for Phase I

Interested Proposers 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 Proposer's ability to meet the requirements of the RFP. Submittals should provide "layman" explanations of technical terms that are used. Submittals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

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

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Show page locations of each heading of the required content, as well as additional exhibits provided as a part of the submittal.

Background and Project Summary

The Background and Project Summary Section should describe the Proposer's understanding of the Authority, the Reform Legislation, the work to be done, and the types of initiatives that the Proposer may take to meet the goals and objectives for private or contract management set forth in Section II of this RFP.

Proposer Qualifications

Summarize the Proposer's experience and number of years in managing major market exhibition facilities or convention centers, including a list of current and former clients. Include references for selected facilities managed by the Proposer, including name, address, email and telephone numbers of key individuals who may be contacted. Also, include the listing and size of other facilities/centers the Proposer has managed. A minimum of five (5) years experience managing major market exhibition facilities or convention centers similar is required. A firm that has not been in operation for the minimum of five (5) years may present a submittal so long as the key personnel can demonstrate the minimum of five (5) years of upper-level management experience of major market exhibition facilities or convention centers.

Corporate Management Qualifications

Proposers will be required to detail the experience and qualifications of the Proposer's corporate management team and include resumes outlining the experience, education, and performance record of individuals who will have supervisory responsibility over the MPC.

Operational Plan Overview

Provide an operational plan overview for addressing the requirements in the Scope of Management Contract. This should include, but not be limited to the following:

1. Provide a description of the Proposer's overall philosophy and approach to the management and operation of the MPC.
2. Describe the operating policies and procedures to be employed by the operator to manage and operate the MPC, including approaches related to security, customer service, repair and maintenance and other primary building functions.
3. Describe your approach to financial management, employee management and administrative policies and procedures.
4. Describe your event management and accounting systems and provide sample records illustrating the capabilities of your system (include sample reports).
5. Describe your experience working with labor unions in a convention center setting.

Experience with Convention & Visitors Bureaus (CVB)

Provide a brief description of the Proposer's experience in working with CVB's, including detail as to programs, goals and results for selected projects that distinguish the Proposer's ability to work in conjunction with these organizations.

Marketing Plan/ Sales Plan Overview

Provide a summary of components of a marketing plan that you would consider for use at the MPC. Discuss elements that address Proposer's approach to the unique conditions with respect to the MPC. Focus your discussion on near term events (those that book within an 18-month window), and how you would support the efforts of CCTB for events that book outside the 18-month window.

Transition Plan Overview

The Proposer must submit an overview of key elements of a Transition Plan, inclusive of the following broad categories. This plan is not intended to represent a transition plan specific to the MPC, but should provide sufficient detail to highlight the depth of Proposer's understanding of the transition process.

1. Review of MPC operating procedures and policies.
2. A plan to incorporate fair consideration to retain qualified and experienced employees.
3. Recruitment of key staff.
4. Review of existing vendor contracts.
5. Review and modification of key event management and accounting systems.
6. Review of sales and marketing efforts and development of a marketing plan.
7. Review of existing building systems and facilities.

Preventive Maintenance Program

The Proposer shall summarize their approach to Preventive Maintenance Programs for the proposed term of the Agreement. Please provide examples of this program that are in effect at comparable facilities managed by Proposer. Include in the program Proposer's methods for assuring that all maintenance work is scheduled, completed, documented, and performed in a manner that is consistent with generally accepted standards for building maintenance.

Approach to Environmental Sustainability

The Proposer shall summarize its approach to ensuring environmental sustainability as part of the operations of the MPC, and with respect to capital repairs to the extent the Proposer has been involved in such projects. Reference specific examples of sustainability initiatives employed at other centers managed by the Proposer.

Subcontractor Information and Qualifications

The successful Proposer may elect to subcontract some portions of the services to be performed. Wherever the Proposer intends to subcontract certain services, the specific service, roles and responsibilities must be identified in this section of the submittal.

Compliance with Equal Opportunity and Supplier Diversity Programs

The successful Proposer will be required to develop and implement a Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) utilization plan in accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 (b). Please detail your company's internal workforce and supplier diversity programs. Proposers must also provide examples of how Proposer has developed a program to utilize qualified and available MBEs and WBEs as subcontractors and suppliers in a private management contract.

Compliance with MPEA Act and Reform Legislation

MPEA is subject to the requirements of the MPEA Act, 70 ILCS 210/1 et seq. as amended by Public Acts 096-0898 and 096-0899 (Reform Legislation). Please state that you have reviewed the MPEA Act and the Reform Legislation and provide comment on operational approaches that would assist the MPC in achieving the objectives contained in the legislation. The full text of the MPEA Act and the Reform Legislation is available at www.ilga.gov:

MPEA Act: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=829&ChapterID=15>

096-0898: <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0898&GA=96>.

096-0899: <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0899&GA=96>

Financial Stability

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

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

Required Forms

In addition to the information required above, Proposals must contain the following completed items provided in Section VIII of this RFP:

1. Required Form A – Form of Transmittal Letter
2. Required Form B – Statement of Business Organization
3. Required Form C – Statement of Qualifications and IRS Form W-9
4. Required Form D – Proposer / Bidder Certifications
5. Required Form E – Disclosure of Lobbyists
6. Required Form F – Notification of Exceptions
7. Required Form G – Insurance Requirements

RFP Submissions for Phase II

The Authority intends to provide additional information regarding MPC operations and issue further requirements for Phase II to the Proposers that are short listed. Subsequently, the short listed Proposers will be required to submit their responses to the requested information for the Phase II process. Responses to these issues will also be used in selecting a successful Proposer. These requirements may include, but will not be limited to the items set forth below.

Fee Proposal

The short-listed Proposers will be required to submit a fee proposal that includes (i) the annual management fee required to operate the MPC (inclusive of fixed and variable fees), along with (ii) a proposed incentive fee component. Together, these two fees shall constitute Proposer's total compensation for performance under the contract. The MPC's construction and numerous expansions were financed with tax-exempt bonds. Consequently, the compensation arrangements and terms that the Authority may agree upon with the proposer in the Management Contract are governed by federal tax laws that restrict the private business use of facilities financed with tax-exempt bonds. Proposers will be required to ensure that their proposals are in full compliance with IRS procedures and guidelines and

federal tax laws governing private business use of facilities financed with tax-exempt bonds. Proposers will be required to submit fee proposals on the basis of both a five (5) year management contract and a ten (10) year management contract.

1. Fixed Fee Component. Proposers will be required to propose a compensation arrangement that includes an annual fixed management fee. Proposers will be required to indicate whether or not all or any part of the proposed general manager's salary is to be derived from either the fixed management fee or the incentive fee. Any portion of the general manager's salary which is not derived from the management or incentive fee must be included in the staffing plan and proposed operating budgets for the MPC.
2. Incentive Fee Component: Proposers will also be required to propose an incentive fee that shall be applicable during the operating period of the agreement. The proposed incentive fee shall be designed to reward areas that may include superior performance in the areas of customer satisfaction, innovative and successful marketing, cost containment, revenue enhancement and facility maintenance. The parameters of the legislation that are focused on exhibitor and show manager costs will have to be incorporated into the incentive fee structure. The incentive is to be based on stretch goals which exceed historical and currently contracted performance levels. Proposers will be required to provide a framework for the basis of these incentives, which will be finalized through negotiation with the Authority.

Detailed Transition Plan for MPC

Short-listed Proposers will be required to submit key elements of a transition plan, including recommendations for transitioning MPEA personnel and financial systems. Recommendations as to the timing of transition process should also be provided with a date for complete hand over of MPC operations to the successful Proposer. Short-listed Proposers are also required to interview existing MPC employees, including the general manager of the MPC. However, no employee is required to make his or her services available exclusively to any one Proposer.

Management Plan for MPC

Short-listed Proposers will be required to submit key elements of a management plan for the MPC, to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, specific approaches for working with the CCTB to improve short and long-term bookings, improvements to building maintenance procedures, and other key MPC operational characteristics.

General Manager Candidates

Proposers that are short-listed for Phase II will be required to identify at least three (3) candidates for general manager. Each candidate must demonstrate extensive experience with operations of large exhibition and convention center facilities. Proposers must include the current general manager of the MPC as a candidate. However, the current general manager will not be available exclusively to any one Proposer. This requirement is not intended to suggest that candidates from outside the current MPC management structure would not be considered for the general manager position. Proposers are encouraged to provide several highly qualified candidates for the general manager position.

Key Personnel Qualifications

Proposers will be required to detail the experience and qualifications of the Proposer's management team and include the resumes outlining the experience, education, and performance record of individuals who would be instrumental in the management and operation of the MPC.

Minority and Women Owned Business Enterprises (MBE/WBE)

In accordance with the Metropolitan Pier and Exposition Authority Act, 70 ILCS 210/23.1 (b) the Authority has adopted and maintains a minority and women 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 Management Contract are 25% and 5% respectively. Proposers will be required to submit a MBE/WBE utilization plan and to commit to making a good faith effort to achieve these goals.

Equal Employment Opportunity

The Proposal shall include the Proposer's equal employment opportunity goals including, without limitation, information describing any past experience of the Proposer that would reflect an ongoing commitment to a diverse workforce.

Bid Bond

Proposers that are short-listed for further consideration in Phase II will be required to submit a bid bond of \$50,000.

V. RFP EVALUATION CRITERIA

Evaluation Process

The Authority intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The Authority will use an Evaluation Committee to review and evaluate the proposals. At the conclusion of the evaluation process, the Evaluation Committee shall recommend the award be made to the Proposer whose proposal is determined to be the most advantageous to the Authority based on the proposal and responses provided, results of the oral interviews, quality of General Manager candidates, and the outcome of the negotiation process.

After evaluating and ranking Phase I proposals, the Evaluation Committee will undertake the following process for Phase II:

1. Notify all Proposers of the firms short listed for Phase II by December 14, 2010. The Authority will provide Phase II requirements and request additional information from short listed Proposers. The response to the Phase II requirements will be due on March 1, 2011.
2. Schedule a second site visit for each Proposer that will be conducted separately. The Authority has reserved the week of January 3, 2010 for site visits.
3. Invite each proposer to conduct an oral presentation specific to their proposal. The Authority has tentatively reserved the week of March 14, 2011 for holding Phase II oral presentations.
4. Identify the Proposers deemed by the Authority to be capable of successfully meeting the objectives as described in the RFP and enter into negotiations with respect to key contract provisions.
5. Interview General Manager candidates put forth by each Proposer during the contract negotiations.
6. Make award recommendation to the Trustee.

Once the recommendation is approved by the Trustee, and notification is made to the Authority's Board, a final contract will be executed no later than May 27, 2011.

Evaluation Criteria for Phase I

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

1. **Experience and Qualifications:** Experience, qualifications, performance and national stature of the firm and experience in managing major market convention centers and exhibition facilities.
2. **Management Team:** Experience and qualifications of the Proposer's convention industry management team and the resumes outlining the experience, education, and performance record of individuals who would be instrumental in the management and operation of the MPC (other than the general manager), and upper-level regional or national management personnel who will have supervisory responsibility over the MPC.
3. **Approach and Methodology:** The quality and insight of the approach and methods used by the Proposer to manage convention and exhibition centers, and any unique application of these methods that would benefit the MPC.

4. **Marketing Approach:** Demonstrated record and evidence of in-house booking, promotion and/or co-promotion capabilities and marketing, both national and local, to demonstrate the capability to expand the use of the MPC.
5. **Coordination with Convention and Visitors Bureau (CVB):** Initiatives that have been used in other Proposer-managed centers to coordinate the convention sales process between the center and CVB management.
6. **Preventive Maintenance Program:** Demonstrated experience with preventative maintenance program for large convention and exhibition facilities.
7. **Financial Stability and Capability:** Demonstrated financial stability and capability of the Proposer.
8. **Approach to Environmental Sustainability:** Demonstrated record of introducing environmental sustainability initiatives into operations and capital projects for large convention and exhibition facilities.
9. **Transition Plan:** Thoroughness of the elements included in the transition plan and applicability to major market convention centers and exhibition facilities.
10. **Understanding of the Unique Conditions Surrounding the MPC:** Encompassing both the status of the MPC as the largest tradeshow venue in North America, as well as the conditions surrounding the Reform Legislation.

Evaluation Criteria for Phase II

In evaluating Phase II of the Proposals, the Authority will consider whether the Proposer has demonstrated or provided the following (listed in order of relative importance):

1. **Management Plan for MPC:** Whether the Proposer has demonstrated the capability to operate and manage a first-class, high quality, state-of-the-art convention center consistent with the goals and objectives set forth in this RFP. Also, the extent to which the Proposer has developed approaches to general operations, repair and maintenance, customer service, sales and marketing, and other key areas that are both reflective of conditions unique to the MPC, and that in the Authority's judgment would represent improvements to current operational practices.
2. **General Manager:** The industry knowledge and experience of the management candidates submitted by each short-listed Proposer, and the results of the oral interviews with each general candidate.
3. **Management Team:** Experience and qualifications of the Proposer's management team and the resumes outlining the experience, education, and performance record of individuals who would be instrumental in the management and operation of the MPC, and upper-level regional or national management personnel who will have supervisory responsibility over the MPC.
4. **Results of Negotiations of Key Contract Provisions:** The results of contract negotiations with each short-listed Proposer.

5. Strength of Proposer's MBE/WBE Utilization and Workforce Diversity Plan: MPEA will evaluate the strength of Proposer's MBE/WBE utilization and workforce diversity plan.
6. Detailed Transition Plan: The thoroughness and applicability to unique conditions relative to the MPC of key elements of a transition plan. This will include recommendations for transitioning MPEA personnel and financial systems, and the timing of transition process.

VI. CONDITIONS, DISCLAIMERS AND DISCLOSURES

This RFP does not represent a commitment or offer by the Authority to enter into an agreement with a Proposer or to pay any costs incurred in the preparation of a response to this RFP. The Authority 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 may, by reference, become a part of the final Management Contract between the selected Proposer and the Authority resulting from this solicitation process.

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, the City of Chicago, CCTB, State of Illinois, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the RFP response selection process.

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

Interpretation

Should any question arise as to the proper interpretation of the terms and conditions contained in this RFP, the Authority's decision shall be final.

Multiple Awards

It is the intent of the Authority to award to one private management company. However, the Authority reserves the right to award this Agreement to one or more Proposers as it deems to be in its best interest.

No Criminal/ Civil Liability and Not In Arrears Certification

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 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.

Vendor Ethics

The Authority is prohibited by law from contracting with certain persons and entities. Accordingly, ownership interests must be disclosed. Proposers must also comply with the prohibitions on political contributions that are set forth in the MPEA Act, as amended. Proposers must complete the Required Forms provided in Section VIII.

Insurance Requirements

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

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 is responsible for all existing and future applicable federal, state, and local taxes, whether direct or indirect, incurred in connection with the Management Contract. 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 related to procurement contracting with any unit of government, may be rejected.

Protests

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

Metropolitan Pier and Exposition Authority

Attn: Natalie T. Pedraza

Director, Procurement/Diversity

301 E. Cermak Rd.

Chicago, IL 60616

mpeaprocurement@mpea.com

All protests or challenges concerning the process, ambiguities or defects of the RFP must be submitted by October 15, 2010. All protests or challenges concerning the selection of the successful Proposer must be asserted within seven (7) calendar days after the publication of the notice of the designation of the successful Proposer.

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.

VII. KEY CONTRACT TERMS

The terms described in this section and otherwise found in the RFP are merely indicative of the terms that may be included in the final Management Contract. These terms do not constitute an offer, are subject to change without notice at any time by the Authority. The Management Contract is subject to negotiation between the parties and final authorization and approval by the Authority.

Term

Either (i) a five-year term so long as the contract is terminable by the Authority upon reasonable notice, without penalty or cause, at the end of the third year of the contract term or (ii) a ten-year term. The term may be extendable upon prior written notice of the Authority at its sole discretion.

Flow of Funds

All revenues realized from the operation of the MPC shall be deposited in an account controlled by the Authority. The Authority will make regular payments into an operating account in accordance with an approved budget from which the management company can draw on for operations of the MPC. The parties will agree to an amount for working capital that will remain in the account.

Annual Plan

The successful Proposer must provide to the Authority on or before May 1st of each contract year, an annual management plan, which shall include the annual operating budget, five-year operating budget, the annual cash flow budget, the annual capital budget and five-year capital plan.

The annual plan shall include information regarding the successful Proposer's anticipated operations for each fiscal year and shall be subject to review, revision and approval by the Authority. Following review and revision by the Authority, the successful Proposer shall have thirty (30) days to incorporate the Authority's revisions into its plan. Upon approval by the Authority, such plan shall constitute the operating program for the successful Proposer for the following fiscal year.

Default and Termination

Either party may terminate the Agreement upon a default by the other party, subject to reasonable cure period as specified in the Management Contract. The Authority shall have the right to terminate the Management Contract, at its discretion, after the third year of the term—to the extent that the initial contract terms is for five years—upon not less than ninety (90) days written notice to the successful Proposer. Either party may have the right to terminate the Management Contract for reasons relate to *force majeure* as described in the Management Contract.

Indemnification

The successful Proposer will release, indemnify, protect, defend and hold harmless the Authority, and its successors, assigns, members, directors, officers, attorneys, employees and agents, from and against any and all claims, counterclaims, demands, damages, losses, liabilities, actions and causes of action, costs and expenses, whatsoever, including but not limited to attorney's fees (collectively, "Losses") resulting from or arising out of directly or indirectly, (i) the breach of the obligations of the successful Proposer, under the Management Contract (ii) the negligence or willful acts of the successful Proposer, its agents, servants or employees in connection with its activities under the Management Contract (iii) any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of the successful Proposer, its agents, servants or employees not included in (i) or (ii) above and for which the Authority, or each of its successors, assigns, members, directors, officers, attorneys, employees or agents are alleged to be liable.

Performance Bond

The successful Proposer shall deliver to the Authority prior to the commencement of an Agreement and will at all times during the term thereof, and including any extension, maintain in effect a valid corporate bond in the amount of One Million Dollars (\$1,000,000.00) payable to the Authority, with surety acceptable to and approved by the Authority, which bond shall be conditioned upon the successful Proposer fully and faithfully performing and carrying out the terms and provisions of the Agreement. Said bond shall provide that it will not be canceled and materially altered or changed without first giving thirty (30) days notice to the Authority, sent by certified mail, return receipt requested. Notwithstanding the foregoing, if at any time during the term hereof, the Authority, at its absolute discretion, deems that the amount of the bond is insufficient to properly protect the Authority from loss under the terms of the Management Contract, the successful Proposer will agree that it will, after notice, increase the same to an amount required by the Authority if commercially available to the successful Proposer.

Fidelity Bond

The successful Proposer shall provide to the Authority a Fidelity Bond covering all of the successful Proposer's personnel under the Management Contract in the amount of One Million Dollars (\$1,000,000.00) for each loss, to reimburse the Authority for losses experienced due to the dishonest acts of the successful Proposer's employees.

Existing Contracts

The parties will review all existing contracts and make a determination as to which contracts will be assigned to the successful Proposer.

VIII. REQUIRED FORMS

Required Form A – Form of Transmittal Letter

Required Form B – Statement of Business Organization

Required Form C – Statement of Qualifications and IRS Form W-9

Required Form D – Proposer Certifications

Required Form E – Disclosure of Lobbyists

Required Form F – Notification of Exceptions

Required Form G – Insurance Requirements

VIII. REQUIRED FORM A – FORM OF TRANSMITTAL LETTER

To be duplicated and completed on Proposer's firm letterhead

(Date)

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

Re: Private Management of McCormick Place Complex RFP # 2010-29

Dear Ms. Quoss:

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 **PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX**. In this connection, I state the following:

1. I have full authority to bind Proposer with respect to this response to the Request for Proposals and any oral or written presentations and representations made to the Authority.
2. (Full legal name of Proposer) has read and understands the Request for Proposals and is fully capable and qualified to provide the goods and or services as described within this Request for Proposals.
3. I have read and understand the Request for Proposals, including addenda numbers _____. If none were issued, indicate "NONE".
4. (Full legal name of Proposer) understands that the Metropolitan Pier and Exposition Authority will rely on Proposer's response to the Request for Proposals and Proposer agrees to be bound by its representations and statements made in its response and in any oral or written presentation(s) made during the evaluation and selection process.
5. (Full legal name of Proposer) agrees to hold its Proposal open for a period of 60 days from the date and time established for notification of award, 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. Neither I nor Proposer has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with the Authority and no conflict of interest which could interfere with the provision of services to the Authority.
8. Proposer understands that the Authority will rely upon the material representations set forth in the Request for Proposals and that Proposer has a continuing 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 Proposals have been submitted for consideration. Proposer warrants that all copies are identical to the original in all respects.

10. Proposer acknowledges that any comments, requests or exceptions to Section VII Key Contract Terms or any other requirements stated in this procurement have been identified on REQUIRED FORM F, NOTIFICATION OF EXCEPTIONS.
11. If selected by the Authority, Proposer agrees to negotiate and enter into an Agreement for **PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX** with the Authority in accordance with the Key Contract Terms described in the Request for Proposals and to supply all of the items and/or services required in it.
12. I declare that all Required Forms A through G 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.)

State of _____

County of _____

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

NOTARY PUBLIC

(SEAL)

VIII. REQUIRED FORM B – STATEMENT OF BUSINESS ORGANIZATION

NAME OF PROJECT : PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX

PROJECT NUMBER: 2010-29

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 Contract 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 _____
- (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.
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

(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:

(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.
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. Is Company a certified minority or woman owned business enterprise? ☐YES ☐NO

If yes, check one: ☐MBE ☐WBE

Certified by: ☐City of Chicago
☐Chicago Minority Supplier Development Council
☐County of Cook
☐Women's Business Development Center
☐State of Illinois, Department of Central Management Services
☐Other _____

(Please attach copy of current certification letter.)

VIII. REQUIRED FORM C – STATEMENT OF QUALIFICATIONS

NAME OF PROJECT : PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX

PROJECT NUMBER: 2010-29

PROPOSER: _____

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

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 two (2) trade references:
 - A. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____
 - B. Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

5. List below one (1) bank reference:

Company Name _____

Contact _____

Title _____

Address _____

Telephone _____ Email address _____

Length of Relationship _____

6. Identify all union contracts to which you are a signatory.

7. Has Proposer ever refused to sign a contract? Y ____ N ____ At the original price? Y ____
N ____

If yes to either question, provide details. _____

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

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

10. 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.

11. 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.

12. 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.

13. Has Proposer ever forfeited a performance bond? ____ If yes, provide details.

14. 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.

15. Proposer has attached a completed IRS W-9

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

VIII. REQUIRED FORM D – PROPOSER CERTIFICATIONS

NAME OF PROJECT : PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX

PROJECT NUMBER: 2010-29

PROPOSER: _____

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:

1. 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.
2. 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, Trustee, 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.
3. Pursuant to 70 ILCS 210/25.5, neither Proposer nor any affiliated entities or affiliated persons of Proposer's organization has 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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).

8. 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.
9. 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.

VIII. REQUIRED FORM E – DISCLOSURE OF LOBBYISTS

NAME OF PROJECT : PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX

PROJECT NUMBER: 2010-29

PROPOSER: _____

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 Proposer who do not fit this definition are not considered Lobbyists.
3. 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. All Lobbyists must be disclosed.
4. If the Proposer is uncertain whether a disclosure is required under this Section, 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 **PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX**.
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 Proposer 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 Proposer 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.

VIII. REQUIRED FORM F – NOTIFICATION OF EXCEPTIONS

NAME OF PROJECT : PRIVATE MANAGEMENT OF MCCORMICK PLACE COMPLEX

PROJECT NUMBER: 2010-29

PROPOSER: _____

The Proposer understands and agrees that:

PLEASE CHECK ONLY ONE:

☐ PROPOSER ACKNOWLEDGES THAT THERE ARE **NO EXCEPTIONS** TO SECTION VII. KEY CONTRACT TERMS OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2010-29.

☐ PROPOSER ACKNOWLEDGES THAT **THERE ARE EXCEPTIONS** TO SECTION VII. KEY CONTRACT TERMS, INCLUDING CONFLICTS OF INTEREST, OR ANY OTHER REQUIREMENTS STATED IN THIS RFP #2010-29 AND HAS ATTACHED THEM TO THIS REQUIRED FORM F NOTIFICATION OF EXCEPTIONS.

REQUIRED FORM G – INSURANCE REQUIREMENTS

[] PROPOSER ACKNOWLEDGES THAT IT HAS PROVIDED EVIDENCE OF THE ABILITY TO PROVIDE INSURANCE COVERAGE AS SPECIFIED BELOW.

1. The successful Proposer must procure and maintain, at its own expense, for as long as the Management Contract is in effect, the insurance coverage set forth below, in amounts specified by the Authority's Risk Manager, and must provide the Authority with certificates evidencing such coverage prior to the commencement of any work related to the Management Contract:

A. Commercial General Liability (applies to McCormick Place and the Energy Center)

<u>Coverage</u>	<u>Limit</u>
General Annual Aggregate	\$2,000,000
Products Completed Operations Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Employee Benefit Liability – per occurrence limit	\$1,000,000
Employee Benefit Liability – aggregate limit	\$1,000,000
Fire Damage Legal Liability	\$1,000,000
Incidental Medical	\$25,000
	\$25,000
Liquor Liability – each person Bodily Injury	\$1,000,000
\$1,000,000	
Liquor Liability – each person Property Damage	\$1,000,000
\$1,000,000	

General Liability terms must include the following:

- Additional Insured coverage where required by the Management Contract
- Amusement Attraction amendment to cover all inflatables or rides brought to the campus
- Blanket waiver of subrogation in favor of Metropolitan Pier and Exposition Authority
- Deletion of Fellow Employee Exclusion
- Employee Benefit Liability
- If claims made coverage, then retro date must be prior to the inception of the Management Contract
- Employees as insureds endorsement
- General liability coverage **must** be an occurrence coverage with deductible of no greater than \$100,000 per occurrence.
- Kotecki Waiver Endorsement in favor of the MPEA
- Liquor Law Liability
 - If Proposer is servicing liquor, then a 1million dollar limit is required

- If contracted out to third party, host is acceptable but a copy of the vendor's certificate evidencing a 1 million dollar limit of coverage is required
- Occurrence Form is required
- Pollution
 - Hostile fire is required for the McCormick Place Complex
- TRIA / Terrorism must be included

B. Failure to Supply Liability coverage for the Energy Center

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Incidental Medical	\$25,000

Failure to Supply Liability terms must include the following:

- Premises liability policy for bodily injury and property damage to third parties related to Energy Center operations
- Policy for failure to supply energy to third parties

C. Workers' Compensation and Employer's Liability

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

Workers' Compensation mandatory terms include:

- Employees as insureds endorsement
- Other States Coverage
- USL&H Coverage endorsement (if any)
- Jones Act Coverage (if any)
- Voluntary Compensation Endorsement

D. Automobile Liability

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage	
Combined Single Limit per Accident	\$1,000,000
Uninsured Motorist Limit	\$1,000,000
Underinsured Motorist limit	\$1,000,000
This Policy must provide liability under symbol 1 – any auto and include coverage for all owned, non-owned, and hired autos.	

E. Umbrella Liability

<u>Coverage</u>	<u>Limit</u>
Per Occurrence Limit	\$75,000,000
Annual Aggregate	\$75,000,000
Products Completed Operations Aggregate	\$75,000,000

Coverage must be in excess of Commercial General Liability, Auto Liability and Employer's Liability for both McCormick Place and the Energy Center. It shall be no more restrictive than the primary coverage listed and must follow all terms and conditions of the underlying coverages.

F. Tenant User General Liability Program

<u>Coverage</u>	<u>Limit</u>
General Annual Aggregate	\$2,000,000
Products Completed Operations Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Umbrella Coverage	\$5,000,000

Intent / Definition of Coverage: program is designed to be offered to third parties who cannot provide evidence of insurance and want to lease / use the McCormick Place Complex for an activity. This does not cover conventions, but rather covers group or individuals who are hosting a meeting, wedding etc. at McCormick Place

Liability terms must include the following:

- Metropolitan Pier and Exposition Authority and Proposer as Additional Insureds

G. Crime

<u>Coverage</u>	<u>Limit</u>
Employee Theft / Dishonesty	\$1,000,000
On Premise Coverage for Theft, Disappearance, Destruction of money and securities	\$1,000,000
Off Premise Coverage for Theft, Disappearance, Destruction of money and securities	\$1,000,000
Forgery & Alterations Coverage	\$1,000,000
Money Orders/Counterfeit Fraud Coverage	\$1,000,000
Funds Transfer Fraud Coverage	\$1,000,000
Credit Card Fraud	\$1,000,000
Computer Fraud with Funds Transfer including wire funds transfer	\$1,000,000

This coverage must be evidenced on a Discovery Form

H. Employee Practices Liability

<u>Coverage</u>	<u>Limit</u>
Per Loss Limit	\$20,000,000
Aggregate Limit of Liability	\$20,000,000

Employee Practices Liability terms must include the following:

- Retro date after inception of the contract
- Coverage must be kept in force for 3 years after the termination of the contract

I. Professional Liability

- a. Errors and Omissions for Property Management Legal Liability
- b. Errors and Omission for Lawyers / Legal activities

Coverage

General Annual Aggregate
Per Occurrence

Limit

\$10,000,000
\$10,000,000

Professional Liability terms must include the following:

- Retro date after inception of the contract
- Coverage must be kept in force for 3 years after the termination of the contract

J. Contractor's Pollution Liability Insurance.

To be carried for all construction projects managed by the Proposer

Coverage

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

- shall apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs
- shall provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site
- shall provide coverage for liability resulting from the transportation of hazardous wastes
- shall be written with a per occurrence limit of liability of \$1,000,000 for each occurrence and a policy aggregate of liability of \$2,000,000.
- shall contain a deductible no greater than \$100,000

2. All insurance companies must be rated A-VIII or better by A. M. Best Company.
3. Proposer's assumption of liability is independent from, and not limited in any manner by, the Proposer's insurance coverage obtained pursuant to the proposal, Management Contract or otherwise. All amounts owed by Proposer to the Authority as a result of the liability provisions of the Management Contract shall be paid on demand.
4. Policies should be written on an occurrence basis except for professional liability coverage, employment practices liability and employee benefit liability.
5. Proposer's must waive rights of subrogation in favor of the Authority on the general liability, auto liability, workers' compensation and umbrella liability policies.
6. All policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
7. If policies are canceled for any reason, immediate notice is required to be given to the Metropolitan Pier and Exposition Authority Risk Management Department via certified mail.
8. The Metropolitan Pier and Exposition Authority, its trustee, facilities, agents, officers, board members and employees should be named as an additional insureds on all lines of coverage except professional liability and workers' compensation coverage.

9. The certificate of insurance must be provided to the Authority's Risk Manager annually and within 5 days of expiration for all coverages.
10. Satisfactory evidence of the insurance must be provided by the Proposer prior to the commencement of work governed by Management Contract. Proposer shall maintain the required insurance throughout the entire term of the Management Contract. Satisfactory evidence of the required insurance shall consist of either a Certificate of Insurance or a certified copy of the actual insurance policy.
11. Subcontractors performing services for the selected proposer shall maintain coverage and limits no less than:
 - General Liability of 1million/2million/2million
 - Auto Liability of 1million CSL
 - Umbrella Liability of 5million/5million/5million
 - Workers Compensation with Statutory limits and Employers Liability limits of 500/500/500

APPENDIX A. SUMMARY OF RESPONSIBILITIES – MPEA AND CONTRACT MANAGER

MPEA Responsibilities	
CEO Functions	MPEA appoints and retains CEO to oversee MPEA obligations, including MPC private management contract.
Reporting to the Legislature	MPEA prepares and delivers required reports.
Exhibitor Rights Audit	MPEA retains firm to prepare semi-annual reports.
Budget Preparation	MPEA prepares budgets for MPEA operations, separate from operations of the MPC.
Administer independent audit of financial statements	MPEA retains auditor to audit MPC financial statements.
Provide legal representation	MPEA retains necessary legal representation.
Oversee payment of MPEA debt	MPEA responsibility.
Provide MPEA legal representation	MPEA retains legal representation for MPEA related matters.
Customer survey administration	MPEA retains control over customer (planners, exhibitors and attendees) surveys, including surveys and analysis that impact the management firm incentive payment.
Oversee capital repair/replacement effort	MPEA collaborates with MPC management team.
Approve senior executive bonus pool	MPEA approves the annual bonus pool amount for contract management senior executive personnel.
Monitor management company performance	MPEA monitors overall management company performance through an annual performance audit.
Perform community/public/legislative relations efforts	MPEA responsibility.
Approve MPC pricing and policies	MPEA approves MPC pricing, policies and other arrangements necessary for the operations of the MPC.
Approve subcontracts	MPEA approves all major negotiated subcontracts necessary for the operation of the MPC, as set forth in the Management Contract.
Participation and approval of labor issues	MPEA participates in and approves all labor negotiation strategies and negotiation efforts, and approves all contracts.

Existing pension liabilities	MPEA manages existing pension liabilities for participating current and past MPEA employees.
Representation on Advisory Council	MPEA provides representation to the Advisory Council, established to ensure an active and productive dialogue between all affected stakeholders to ensure exhibitor/event producer satisfaction for events held at the MPC.
Provision of operating funds	MPEA provides operating funds based on a budget developed by the successful Proposer and approved by the MPEA.
Provision of facilities in good working order	MPEA provides all initial facilities and FF&E in good working order (to be inventoried at time of Management Contract signing).
Procure major equipment	MPEA procures all necessary on-site equipment and replacement items of major capital equipment in accordance with the recommended and approved capital improvement plan.
Periodic inspections	MPEA makes periodic inspections of the facilities and FF&E to determine that they are being maintained in a neat and orderly condition.
Market and sell Energy Center	MPEA markets and sells Energy Center capacity to third parties.

Contract Manager Responsibilities	
Manage and operate MPC	Contract manager shall manage and operate the MPC in accordance with policies approved by the MPEA. Contract manager shall be responsible for all day-to-day functions and operations of the MPC and shall operate the MPC at all times in the public interest and in accordance with the highest professional and ethical standards.
Recommending rates and fees	Contract manager shall be responsible for recommending for MPEA approval all rental rates, fees, and charges for services provided throughout the MPC.
Establish effective collaboration with other local participants	Contract manager shall establish an effective system of communication that encourages linkages and collaborative efforts between the MPC and other segments of the local hospitality industry, including the CCTB and key hoteliers.
Oversee and negotiate subcontracts	Contract manager will have oversight responsibility over any and all sub-contractors and concessionaires, and as the MPEA may subsequently require. The successful Proposer will also negotiate future sub-contractor agreements, to be approved by the MPEA.
Review and recommend financial system controls	Contract manager shall review existing operating and financial systems controls for the MPC, and make recommendations for modifications, for the consideration and approval by the MPEA.
Submit annual budgets	Contract manager shall prepare and submit annual budgets for the MPC's operation.
Demonstrate financial efficiency and effectiveness	Contract manager shall also establish a system of internal controls to provide reasonable assurance that the MPC's resources are used in an effective and efficient manner.
Administer payroll	Contract manager will administer payroll systems for all MPC employees, but not persons that remain employees of MPEA.
Develop procurement policies	Contract manager will develop procurement policies, adhering to applicable state laws and regulations as well as to any applicable MPEA policies as directed by the MPEA.

Undertake Information Technology (IT) functions	Contract manager will undertake MPC IT functions, and maintain systems in state-of-the-art conditions. Contract manager may also provide all IT services for the MPEA, and may be required to place necessary staff in MPEA offices.
Adequate return of assets	At the conclusion of the term of the negotiated agreement, contract manager shall be responsible for returning the MPC and FF&E to MPEA in the same condition in which they were provided, except for normal wear-and-tear.
Report concerning condition and maintenance of assets	Contract manager shall report and provide regular reports to MPEA's designated Contract Manager concerning the condition and maintenance of the MPC and FF&E. Contract manager will be required to make any improvements in cleaning or maintenance methods as required by the Management Contract.
Secure licenses and permits	Contract manager shall secure all licenses and permits necessary for the operation of the MPC.
Pay applicable taxes	Contract manager shall be responsible for, and pay all federal, county, city and state taxes arising as a result of its Agreement with the MPEA, including those levied against the MPEA.
Manage event agreements	Contract manager shall negotiate and execute all agreements for use of MPC space for events.
Cleaning and maintenance	Contract manager will be responsible for all non-capital preventative maintenance and maintenance and repair of the MPC and grounds. Contract manager will keep all areas of the MPC clean, orderly, attractive, and sanitary at all times and in strict accordance with the applicable laws, ordinances, rules, and regulations as well as the standards of the MPEA.
Maintain high employment standards	Contract manager shall not employ any person who does not conduct him or herself in a business-like and professional manner and shall promptly take appropriate disciplinary action against employees who do not meet this standard, up to and including termination.
Develop employee conduct/personnel code guidelines	Contract manager shall develop guidelines with MPEA approval.
Set employee compensation	Contract manager will have the responsibility to set MPC employee salaries, wages and benefits.

Train and supervise employees	Contract manager shall thoroughly train and closely supervise all employees so that they are aware of and habitually practice high standards of cleanliness, courtesy, and service.
Event marketing	Contract manager will assume primary MPC marketing responsibilities for events within an 18-month time frame, and support the CCTB for events outside the 18-month time frame.
Other marketing efforts	Contract manager will develop printed promotional material and maintain MPC websites.
Manage Energy Center operations	Contract manager will be responsible for managing Energy Center operations.

APPENDIX B. TIMELINE

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

Request for Proposals (RFP) is issued	Wednesday, September 15, 2010
Pre-proposal questions submitted	Wednesday, September 29, 2010
Mandatory pre-proposal conference	Tuesday, October 5, 2010
Additional written questions due	Friday, October 15, 2010
Answers to additional questions distributed	Wednesday, October 27, 2010
Phase I RFP submittals due	Tuesday, November 9, 2010
Issuance of a request for Phase II proposals	Tuesday, December 14, 2010
Site visit for short-listed Proposers	Week of January 3, 2011
Phase II submittals due	Tuesday, March 1, 2011
Oral interviews with Proposers and GM candidates	Week of March 14, 2011
Award recommendation to Trustee	Friday, April 29, 2011
Contract executed	Friday, May 27, 2011