

CHICAGO O'HARE INTERNATIONAL AIRPORT

REQUEST TO DESIGN, REDEVELOP AND OPERATE CONCESSION PROGRAM IN TERMINAL 5 AT CHICAGO O'HARE INTERNATIONAL AIRPORT

FEBRUARY 3, 2009

Issued by:

CITY OF CHICAGO (Department of Aviation)

The City of Chicago ("City") Department of Aviation ("Department") invites the submission of proposals by qualified companies to design, finance, construct, lease and manage the concessions program in Terminal 5 at Chicago O'Hare International Airport ("Airport"). This Request for Proposals ("RFP") includes the redevelopment of the existing concession space, as well as the possible reconfiguration of the entire entrance, security area, and mezzanine level, as approved by the City, other areas of the terminal for the optimal combination of an airside and landside program. The current concession footprint comprises a total of 14 separate locations or 15,183 sq. ft of concession space, primarily landside. Respondents must submit a comprehensive proposal that addresses all the locations specified above as well as the respondent's configuration concepts for optimizing revenue generation, including concessions for non-passengers "meet-and-greet" guests.

The goals of this redevelopment effort are: (1) provide first-class service and a broad variety of quality food and merchandise to travelers and Airport users; (2) provide enhanced quality and value to Airport consumers; (3) provide innovative food and beverage, retail, personal and business services, store concepts, themes and products identifiable with Chicago; (4) provide business opportunities for airport concession disadvantaged business enterprises; and (5) optimize concession revenues by consistently exceeding \$11 per enplaned passenger and ranking in the Top 5 highest performing airports in the country with respect to gross sales.

Respondents to this RFP should be prepared to develop concepts that can be easily mobilized or demobilized. Respondents should also develop flexible construction design plans that will meet a June 2012 completion date.

To be considered for an award of the offered opportunity, respondents must respond to all questions and provide a complete proposal. A respondent must deliver one original and six copies of its proposal and all other information required by the RFP to the address below, in a sealed envelope or package, prior to the date and time stated herein. The outside of the package must clearly indicate the name of the project: "RFP for Terminal 5 at O'Hare Airport." The name and address of the respondent must also be clearly printed on the outside of the package.

Late proposals will not be considered for selection.

**Department of Aviation
Aviation Administration Building
Attn: Jorge Perez, Deputy Commissioner, Concessions
10510 West Zemke Road
Chicago, Illinois 60666**

**PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP WILL BE ACCEPTED UNTIL
5:00 PM CDT, May 4, 2009**

A. EXECUTIVE SUMMARY

Chicago O'Hare International Airport ("O'Hare") is located in Chicago, Illinois, approximately 17 miles (27 km) northwest of the Chicago Loop. O'Hare is operated by the City of Chicago through the Department of Aviation. Currently, O'Hare is the second busiest airport in the United States in terms of aircraft operations, and the second busiest airport in the world with more than 76.2 million passengers passing through in 2007 and an average of 100 aircraft arriving and departing each hour from 172 gates.

O'Hare is one of the few dual hub airports in the world. Legacy carriers United and American operate connecting hubs at O'Hare, and together comprise more than 75 percent of passenger activity in 2007. International travelers totaled 6.1 million in 2007. Of this amount, approximately 4.9 million arrived through the Terminal 5 Federal Inspection Services (FIS) facility or Customs and Border Control.

O'Hare International Airport is the gateway to the world, offering the first impression of Chicago to many travelers. With the 2016 Olympic selection process underway, members of the Olympic Committee are among our frequent visitors. Now more than ever, Chicago's spirit, energy, pride and commitment to obtaining and hosting the 2016 Olympic will need to be embodied in the Airport.

To accomplish this redevelopment effort, the City is actively seeking highly qualified companies with experience in retail development and management to respond to this RFP. The City intends to identify one or more companies with whom to enter into negotiations for a long-term lease and development of Terminal 5. The City seeks companies experienced in working with aviation and municipal authorities in a transparent and collaborative environment. Additionally, preference will be given to companies who have demonstrated proficiency at applying "green" building techniques to concession development.

B. CONTENTS

Please read the following instructions carefully and check your proposal package to ensure that you have all of the following sections and attachments:

Proposal

- A. Executive Summary
- B. Contents
- C. Description of Existing Operations
- D. Submission, Selection and Contracting Procedures
- E. Key Business Terms and General Conditions
- F. Concession Opportunity
- G. Proposal Requirements
- H. Evaluation Criteria

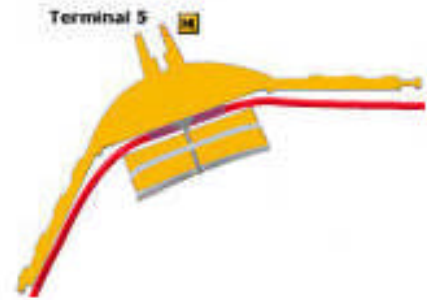
Attachments

- A. Historical Passenger Activity (2003-2007)
- B. Pre-Proposal Meeting Registration Form
- C. Terminal Floor Plans
- D. Historical Sales for Offered Locations
- E. Design and Construction Procedures Manual
- F. Experience and Qualifications Statement
- G. Current Terminal 5 Concessions Agreement
- H. Compensation to the City
- I. Projected Sales, Net Income and Cash Flow Statement
- J. Capital Investment and Financing Sources Plan
- K. Airport Concession Disadvantaged Business Enterprise Special Conditions
- L. Airport Concession Disadvantaged Business Enterprise Forms
- M. Professional References
- N. Proposal Affidavit Form
- O. Economic Disclosure Statements

C. DESCRIPTION OF EXISTING OPERATIONS

TERMINAL 5

Terminal 5 is O'Hare's international terminal comprised of a single concourse with 21 common use gates. All international arrivals occur (except foreign airports with pre-clearance facilities) in this terminal as well as most international departures by foreign-flag carriers. In 2007, Terminal 5 served 6.1 million passengers, including 4.9 million international arrivals.



The following airlines use Terminal 5. Note that airlines do not have assigned gates.

Aer Lingus	El Al	Scandinavian
Aero Mexico	Iberia (int'l arrivals only)	Singapore Airlines
Air France	Japan Airlines	Swiss
Air India	KLM Royal Dutch	TACA
Air Jamaica	Korean Air	Turkish Airlines
Alitalia	Kuwait Airways	United (int'l arrivals only)
American (int'l arrivals only)	LOT Polish	USA 3000
ANA (int'l arrivals only)	Luftansa (int'l arrivals only)	Virgin
British Airways	Mexicana	
BMI British Midland	Royal Jordanian	

Terminal 5 Concession Statistics

Total Departing Passengers (2007)	2,076,000
No. of Gates	21
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No. of Food Concessions	8
Food Concession S.F.	6,315
2007 Food Sales	\$8.7 million
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No. of Specialty Concessions	1
Specialty Concession S.F.	879
2007 Specialty Sales	\$0.5 million
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No. of News & Gift Concessions	4
News & Gift Concession S.F.	2,114
2007 News & Gift Sales	\$6.4 million
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No. of Duty Free Concessions	2
Duty Free Concession S.F.	5,875
2007 Duty Free Sales	\$17.8 million

D. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

1. Schedule

The City has adopted the following tentative schedule for the submission of proposals under this RFP:

February 3, 2009	Release of RFP
February 19, 2009	Pre-Proposal Meeting
March 6, 2009	Deadline for written questions
May 4, 2009	Due Date

2. Proposal Due Date and Time

Respondents must deliver one original and six copies of their proposal to the City at the address specified herein no later than 5:00 p.m. CDT on May 4, 2008 (the "Due Date"). Late proposals will not be considered for selection and will be returned to the respondent unopened. No oral, facsimile, telephone or mail proposals will be accepted.

3. Pre-Proposal Meeting

The City will hold a pre-proposal meeting as described below. All interested parties are invited to attend the meeting. The City will address questions regarding the RFP at the pre-proposal meetings and will respond both to questions raised at the meeting and to questions delivered prior to the meeting in accordance with the procedures of this RFP. Following the meeting, the City will conduct a tour of Terminal 5 and offered locations.

In order to facilitate security clearance for participants of the tour, the City requests that interested parties advise the City of their intention to attend the pre-proposal meeting. To register for the pre-proposal meeting, complete and fax the attached Registration Form (Attachment B) no later than 5:00 p.m. CDT, Monday, February 16, 2009 to:

Jorge Perez, Deputy Commissioner, Concessions
(773) 686-6232 fax

The Pre-Proposal Meeting will be held on Thursday, February 19, 2009 at 10:00 a.m. CDT in the lower level conference room of Terminal 5 at O'Hare International Airport. Although the Pre-Proposal meeting is on the pre-security side of the Airport, the tour is on the pre-security and secured side; therefore, unless an attendee is flying from Terminal 5 on the day of the meeting, an escort through security will be required. Please note the procedures listed below for participating in the tour.

Pre-Proposal Meeting and Tour Security Procedures

- Pre-Proposal meeting attendees must sign up no later than 5:00 p.m. CDT, Thursday, February 12, 2009. (If one does not wish to participate in the tour, then pre-registration is not required.)
- For security purposes, attendees who wish to participate on the tour must bring current picture identification (such as a driver's license or passport) to the tour, and submit to security screening.
- The tour will include all of the locations being offered in this RFP; attendees should be prepared to walk all parts of the terminal. Tour attendees will not be able to leave a tour except at designated locations. If one leaves a tour, he or she will **NOT** be allowed to rejoin the tour.
- No tour will be offered outside of the date listed above.

4. Questions and Interpretation of the RFP

Prospective respondents having questions about this RFP must submit them in writing (via mail, overnight delivery, facsimile or email) to the address below:

**Department of Aviation
Aviation Administration Building
10510 West Zemke Blvd.
Chicago, IL 60666
Attn: Jorge Perez, Deputy Commissioner, Concessions
Facsimile: (773) 686-6232
Email: Jorge.Perez@cityofchicago.org
(773) 686-3740 phone**

Only written questions will be accepted and must be submitted no later than March 6, 2009. Answers to all properly submitted questions, as well as any clarifications, interpretations or changes to this RFP by the City will be provided in one or more addenda to be posted on the Department's web site (www.flychicago.com). The City advises prospective respondents not to rely on any explanation, clarification, interpretation, approval or answer made or given in any manner by any representative of the City, except by written addendum. The City further advises prospective respondents to frequently check the website for any addenda that may be issued. Prospective respondents may also send an email to Jorge Perez at the above address to request notice of any addenda that may be issued.

5. Minimum Qualifications

The City has established the following qualifications that a respondent should meet in order to be considered a qualified respondent. The City, in its sole discretion, will determine if a respondent is qualified and will base its decision on the information included in the proposal as well as City's own investigations.

Experience

Respondent, including a majority interest of joint venture partners as appropriate, must provide evidence that it has the necessary experience and capacity to fulfill the scope of the offered concession. At a minimum, respondent should have at least five years of continuous experience, within the last ten years, in the development, ownership, management and/or operation of a retail program that serves at least 1.5 million customers annually in a high traffic environment, airport or mall. The respondent should have previous experience preferably in the areas of food & beverage, specialty retail, news & gifts and duty free concessions and a proven track record of developing "First Class" retail programs. The respondent should have experience with developing a concession program from core and shell infrastructure to a concession program that produces positive annual growth revenue and strategically blends passengers' expectations for local and national brands. Finally, the respondent should have proven track record of developing retail programs with sales greater than \$30 million a year.

Financial Capability

Respondent must provide evidence of its ability to finance and undertake the monetary commitments required to successfully develop, construct, and operate the proposed concession program. Generally, this means that the respondent must have: a) net worth greater than the proposed investment; b) demonstrated access to credit and/or equity sufficient to undertake the proposed investment; and c) demonstrated financially sound business practices. Respondents must also disclose any existing adverse information, such as litigation, disputes, claims, etc., and whether they have been resolved or how they will not negatively impact the ability to finance this project.

Airport Concession Disadvantaged Business Enterprise Participation

As further described in Section E.5 of this RFP, respondents must submit an ACDBE Plan that (1) provides participation by ACDBEs in the offered concession program equal to at least 30% of the gross revenues of the concession, or (2) demonstrates good faith efforts by respondent to achieve the ACDBE participation goals. Failure to meet the goal, or to demonstrate good faith efforts to meet the goal, will be grounds for the City to determine that a respondent's proposal is not responsive to this RFP and/or that the respondent is not responsible. In either case, the respondent will not be eligible for contract award under this RFP.

Outstanding Claims and Litigation

Respondent, or any constituent individual or entity of respondent, must not have any past due amounts or arrearages on any contract, including but not limited to current concessions contracts, with the City. Respondent must not be in default or arrearage

under any previous or existing contract(s) with the City, the State of Illinois or any political subdivision of the State of Illinois. The City reserves the right to disqualify any respondent, or any constituent entity of respondent, that has pending litigation or claims with the City, or if such proposal includes a proposed subcontractor, sublessee or supplier that has pending litigation or claims with the City, if the City determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.

6. Proposal Withdrawal

Proposals may be withdrawn by written request prior to the Due Date and time. Such withdrawal does not preclude the submission of another timely proposal. After the Due Date and time, no respondent will be permitted to withdraw its proposal for a period of 150 calendar days following the Due Date.

7. Submission of Multiple Proposals

No respondent shall submit more than one proposal. The submission of more than one proposal under different names by any entity or individual, or an ownership interest in more than one respondent by any entity or individual (excepting entities or individuals with only: a) minority interests in more than one respondent or b) subleases with more than one respondent shall be cause for rejection of all such proposals without consideration. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subleases.

8. Award and Execution of Concession Agreement

It is the City's intent to award the concession offered by this RFP to the qualified and responsible respondent who provide the best overall proposal, in the City's sole opinion. The City is **not** required to select the proposal with the highest proposed Minimum Annual Guaranteed fees or the highest projected compensation to the City.

All timely responses to this RFP will be reviewed and evaluated by an evaluation committee appointed by the City's Commissioner of Aviation ("Commissioner"), which will recommend to the Commissioner one or more respondents for award of the offered concession. Upon the Commissioner's concurrence, which concurrence is in the Commissioner's sole discretion, the City will tentatively award the offered concession to said respondent(s) (any such respondent hereinafter referred to as a "Selected Respondent"), subject to execution by the Selected Respondent of a Concession Lease and License Agreement ("Agreement") in a form agreed upon by the City and the Selected Respondent. The Agreement will be similar to the Form of Agreement attached hereto (Attachment G), but modified to incorporate provisions of this RFP, the Selected Respondent's proposal, and other terms and conditions that may be mutually agreed by the City and Selected Respondent. If a Selected Respondent fails to execute the Agreement within 60 days after tentative award, the City reserves the right to cancel the

award and reject the proposal and said Selected Respondent will have no claim of any kind, including any right of recovery of costs, against the City.

Following execution of the Agreement by the Selected Respondent, the Agreement will be submitted to City Council for its approval. All awards of concessions under this RFP are subject to the approval of the City Council, which approval is at the Council's sole discretion.

9. City's Right to Cancel, Reject, Modify or Reissue RFP

The City reserves the right to reject any or all proposals and to invite new proposals, or take such other course of action as the City deems appropriate at the City's sole and absolute discretion. The City reserves the right to:

- a) Waive any informality in any proposal or proposing procedure.
- b) Reject or cancel any or all proposals.
- c) Reject any portion(s) of a proposal.
- d) Reissue the RFP with or without modification.
- e) Modify the locations and sizes of the offered space.
- f) Select multiple proposals.
- g) Negotiate all proposal elements.

Any one or more of the following causes, among others, may be considered sufficient for the rejection of a respondent's proposal, regardless of respondent's qualifications in respect to other Evaluation Criteria (Section H):

- a) Evidence of collusion among respondents.
- b) Non-responsibility, as determined by the City, in its sole judgment, as shown by past work, references or other relevant factors.
- c) Default or arrearage on any contract or obligation with the City or other government entity including debt contract, as surety or otherwise.
- d) Submission of a proposal that is incomplete, conditional, ambiguous, obscure, or that contains alterations or irregularities of any kind.
- e) Submission of a concessions plan deemed by the City, in its sole judgment, to be inconsistent with the goals and objectives of the concessions program, including its merchandising plan.
- f) Evidence of improper lobbying efforts toward members of the City Council, elected or appointed officials of the City, and/or employees of the City.
- g) Failure to comply with the terms and conditions of this RFP.
- h) Failure of the respondent to meet the minimum qualification requirements or be otherwise deemed non-responsive by the City.

10. Consent to Investigation

The City's determination as to whether a respondent is qualified and responsible will be based on information provided by the respondent in its proposal, Economic Disclosure Statement and Affidavits, interviews (if applicable) and other sources deemed to be valid by the City. A concession will not be awarded until all investigations of the respondent and its proposed subtenants' business experience, financial responsibility and character that the City deems necessary are completed. By submitting its proposal, the respondent and its proposed subtenants agree to permit and cooperate with such investigations. By submitting its proposal, a respondent, its constituent entities, subtenants, owners (of any tier), and officers (collectively, the "Responding Parties") agree to permit and cooperate with such investigations.

11. Respondent Interview

The City may, at its discretion, schedule one or more interviews with any Respondent to discuss specific issues related to the proposal. The City will determine dates and times of such interviews and Respondents will be given notice of such at the appropriate time.

12. Respondent's Cost of Proposal Preparation

All costs incurred by respondent in preparation of respondent's submittal (including costs associated with interviews) will be borne by respondent. The City is not responsible for any costs associated with this proposal submission.

13. Ownership

All proposals and supplementary material will become the property of the City. Respondents are advised that all information included in proposals may be made available to the public in accordance with applicable policies, statutes, ordinances and/or regulations.

14. Representation by Brokers

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or consultants to the City and any potential or actual respondent broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, respondent agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

15. Disclaimer

The information contained in this RFP, attachments, exhibits and appendices hereto, and any addendum that may be issued, is provided to assist prospective respondents in the

preparation of proposals. Respondents should satisfy themselves by personal investigation or such other means as they may think necessary as to the conditions affecting the offered concessions. The information shown herein has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

E. KEY BUSINESS TERMS AND GENERAL CONDITIONS

The following summarizes some of the key terms and conditions of the offered concession. This RFP, and all exhibits, attachment and addenda thereto, does not constitute a contract between the City and any entity or individual, a commitment by the City to accept concession services from any entity or individual, or a commitment by any entity or individual to provide concession services to the City. The concessions shall be performed only under the terms and conditions of the fully executed and delivered Agreement by and between the City and a Selected Respondent to this RFP.

Term of Concession Agreement

The Agreement will become effective and binding on the date of its counter-signature by the Mayor ("Effective Date"). The Term will commence on the Effective Date and will expire on the 20th anniversary of the Date of Beneficial Occupancy of the final portion of the Leased Space to be delivered to the Selected Respondent, but in no event later than 90 days following the delivery of the final portion of the Leased Space, except as may be extended in accordance with the Agreement. The City reserves, at its sole discretion, the right to extend the Term up to five additional years.

At this time, the City anticipates that the locations included in this RFP will be delivered to the Selected Respondent in winter 2009. Prior to delivery of the Leased Space, the Selected Respondent will be required to submit to the Commissioner of Aviation ("Commissioner") for approval a phased construction and store opening schedule that provides, to the maximum extent feasible, for continuous service to the traveling public in all parts of the Airport ("Development Plan"). Temporary facilities may be required at certain times and locations during the tenant construction period. The City will require each concession location included in the Leased Space to be substantially improved and open for business in accordance with the Development Plan. If a particular location is not open for business in a timely manner, the Selected Respondent will pay the City liquidated damages of \$1,000 per day per location until the location is open to the public for business.

1. Compensation to the City

In consideration of the rights and privileges to be granted to the Selected Respondent by the City, the Selected Respondent will pay to the City on an annual basis a Concession Fee as follows:

Concession Fee

The Concession Fee for each Lease Year equals the greater of (1) the Minimum Annual Guaranteed Fee ("MAG") and (2) the Percentage Fee, which equals the product of Percentage Fee Rate(s) multiplied by gross concession revenues during the Lease Year (subject to exclusions set forth in the Concession Agreement). The actual compensation

and calculations thereof are based on the Selected Respondent's proposal and are subject to negotiation.

Respondent must propose 1) a MAG for each Lease Year of the Term and 2) a Percentage Fee Rate for each Lease Year of the Term. As desired, respondent may propose multiple Percentage Fee Rates for varying levels of gross concession sales during any Lease Year.

The Concession Fee is earned by the City on an annual basis. The Selected Respondent pays the MAG in equal monthly installments beginning as of the date the City delivers the first portion of the Leased Space to the Selected Respondent. From said delivery date through the completion of the Development Plan, the MAG attributable to any portion of the Leased Space that is under construction and not open to the public will be waived. Beginning on the fifteenth day of the second month of the Term, and continuing through the remainder of the Term, the Selected Respondent must report sales and the calculated Percentage Fee for the prior month; the Selected Respondent must also pay to the City the amount, if any, by which Percentage Fee for the prior month exceeds the MAG previously paid for that month. Within 180 days after the end of a contract year, the MAG and Percentage Fee paid will be reconciled pursuant to a process to be set forth in the Agreement.

2. Other Fees

Marketing Fee

The Selected Respondent will pay a Marketing Fee equal to one-half of one percent (0.5%) of gross revenues for the purpose of advertising, publicity, promotional materials, events, directories, customer service training and other activities appropriate for marketing the concessions program at O'Hare.

Distribution Fee

In the event that the City establishes a central receiving and distribution facility for concessions at the Airport, and the Selected Respondent uses such facility for all or a portion of Selected Respondent's deliveries to the Airport, then the Selected Respondent will pay a proportionate share of the costs of operating and maintaining such facility and the costs of transporting such deliveries from the facility to one or more designated locations within the Terminal.

Taxes and License Fees

The Selected Respondent is solely responsible for the timely payment of all appropriate taxes, license and permit fees that may be levied by City, County, and State, Federal or other agencies. The leased space will be subject to leasehold property taxes.

3. Capital Investment and Improvements

The Selected Respondent must redevelop, or cause its subtenants to redevelop, the existing stores and restaurants and develop any new stores approved by the Commissioner. The Agreement will include a provision that the minimum initial capital

investment in the Leased Space (to include leasehold improvements; fixtures, furnishings and equipment; and design and engineering costs, not to exceed 15% of construction costs) will total at least 95% of the amount specified in the Selected Respondent's proposal. The City requires an estimated minimum capital investment of \$350.00 per square foot for each in-line store, and \$200.00 per square foot for each kiosk (but not less than \$40,000 for each kiosk). These minimum requirements do not apply to other design and construction costs associated with the overall development of the facility, not specific to store locations.

The City reserves the right to review and approve all improvements and other capital investments. The Agreement will include a provision that the Selected Respondent will submit to the City detailed plans of its proposed facilities in accordance with the terms and conditions of the Design and Construction Procedures Manual ("DCPM"), attached (Attachment E). Upon written notice by the City of its approval of the plans, the Selected Respondent will coordinate with the City the construction and installation of its facilities.

The Selected Respondent will be responsible for any necessary permitting that may apply. The City's Department of Buildings requires that permit applications be filed by an architect who has successfully completed the DOB Self-Certification Program. This three-day training program is open to Illinois licensed architects and engineers and classes are conducted periodically throughout the year. More information on this program and a list of architects that have completed the program are available on the City's website (www.cityofchicago.org) or by contacting the DOB at (312) 744-8670.

Location Refurbishment

The City requires the Selected Respondent to refurbish each location every 5 years during the contract term. The City will consult with the Selected Respondent to jointly determine appropriate improvements, but anticipates a minimum expenditure of \$150 per square foot. All expenditures related to the refurbishments are subject to the Commissioner's approval.

Condition of Premises

The City will deliver spaces to the Selected Respondent in their then current condition, "as is / where is." The Selected Respondent will be required to demolish and reconfigure the Leased Space at its sole cost in order to accomplish the Development Plan.

4. Expiration of Agreement

The Agreement will include a provision that the Selected Respondent will, at its own expense, remove all equipment and other personal property from the Airport at the expiration of the Term, and restore the Leased Space to its original condition, normal wear and tear excepted, subject to coordination with the City during a reasonable period of transition to a successor concessionaire, if any.

5. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

The concessions program at Chicago O'Hare International Airport is subject to federal regulations set forth in 49 CFR 23 ("Part 23") governing Airport Concession Disadvantaged Business Enterprises ("ACDBEs"). It is the policy of the City to fully comply with the requirements of Part 23. Accordingly, the City has established an aspirational goal of **30 percent** participation by ACDBEs in the concessions offered by this RFP. Pursuant to 49 CFR 23.25(f), ACBDE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. However, the City will also consider participation through (1) a joint venture in which ACDBEs control a distinct portion of the joint venture business and/or (2) respondent's purchase of goods and services from ACDBEs. Respondents considering a joint venture with an ACDBE are advised to refer to the U.S. Department of Transportation's ACDBE Joint Venture Guidance available online at:

www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program

A respondent must demonstrate compliance with the aspirational goal for ACDBE participation by (1) identifying in its proposal (via completion of Attachment L and the appropriate schedules in Attachment L) the certified ACDBEs that will participate in the concession (including the nature and percentage of such participation) and/or, to the extent that it has not met the aspirational goal, (2) demonstrating in its proposal the good faith efforts it has undertaken to achieve the City's aspirational goal. Failure to identify certified ACDBE participation equal to or greater than the aspirational goal or to demonstrate good faith efforts to achieve the aspirational goal, in a respondent's proposal will be grounds for the City to determine that a respondent's proposal is not responsive to this RFP and/or that the respondent is not responsible. In either case, the respondent will not be eligible for contract award under this RFP. *Please note that mere submission of an application for ACDBE certification is not considered a good faith effort, and proposals which rely on such an application for compliance will be rejected as non-responsive.*

ACDBEs identified in a proposal must be certified as ACDBE by the Illinois Unified Certification Program ("UCP") as of the Due Date to meet the City's aspirational goal for ACDBE participation. Respondents are advised to verify with any proposed person or business that it is an ACDBE certified pursuant to Part 23 and obtain a copy of a current certification letter. Additional information regarding ACDBE certification is available from the City's Department of Procurement Services, Certification Unit, at (312) 742-0766.

Additional information regarding ACDBE participation in this concession may be found in the Special Conditions Regarding Airport Concession Disadvantaged Business Enterprise (ACDBE) Commitment attached hereto as Attachment K.

6. Utilities and General Maintenance of Facilities

Utility Connections:

The City will provide certain utility connections to the Leased Space as specified in the DCPM. The Selected Respondent may connect into or extend, at its own cost, such utilities in accordance with the DCPM. All utilities to the Leased Space will be separately metered wherever practical.

Heat, Ventilation and Air Conditioning (HVAC):

The City will provide HVAC to the concession spaces in the proper season and during reasonable business hours. However, the City may require the Selected Respondent to install separate equipment for HVAC requirements specifically related to the Selected respondent's operations. In such event, Selected Respondent will pay for separate meter installation and utility usage in the concession spaces for HVAC requirements.

Utilities:

Other than HVAC as noted above, the Selected Respondent will pay for all utilities, without exception, necessary in the operation of its business including telephone, electricity, water, sewage, gas and other fuels. All charges including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for utility services metered directly to the Leased must be paid by the Selected Respondent.

Maintenance:

The Selected Respondent will, at its own cost, keep the Leased Space and all furnishings, equipment and other personal property (including, but not limited to, food court seating area tables and chairs) neat and clean and in good order and operating condition.

Janitorial Service:

The Selected Respondent will provide sufficient janitorial services to ensure that the Leased Space is at all times maintained in a clean, attractive and sanitary manner including but not limited to equipment, fixtures, service counters and display units.

Waste Disposal and Pest Control:

The Selected Respondent will, at its own cost, collect and dispose of trash and garbage to a location and in a manner designated by the City and contract for professional pest control services.

7. Storage and Delivery

At this time, O'Hare does not have a centralized distribution and storage facility in place for the delivery and/or storage of products to a centralized warehouse location. However, at the option of the Commissioner, a centralized delivery and storage facility may be developed and the Selected Respondent may be required to use the facility (with due consideration of federal regulations related to duty free merchandise). If developed, and used by Selected Respondent, the Selected Respondent must pay to the City or a designated third party its proportional share of the cost for deliveries to or from the

distribution and storage facility, as determined by the Commissioner or said designated third party.

On-airport storage is extremely limited. The Department strongly recommends that respondents include storage in their store/kiosk designs. Following an award of the offered concession, the Department will discuss on-airport storage needs and availability with the Selected Respondent. The Selected Respondent will be responsible for the construction (if applicable) and maintenance of such space.

8. Insurance Requirements

The Selected Respondent must maintain throughout the term of the Agreement insurance coverage for general liability, property damage, workers' compensation, product liability, business automobile liability and such other insurance as may be required by the City in accordance with the Agreement, all in a form satisfactory to the City, as specified in the Agreement. All insurance policies must name the City as an additional insured. The kinds and amounts of insurance required are as follows:

- Workers' Compensation – not less than \$100,000 each accident, injury or disease
- Commercial Liability Insurance – not less than \$2,000,000 per occurrence
- Automobile Liability – not less than \$1,000,000 per occurrence (a higher limit applies if the Selected Respondent operates in the AOA)
- Property – must maintain all-risk property insurance in the amount of the full replacement costs.
- All Risk Blanket Builders Risk – must provide risk insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility.

9. Public Accommodation Laws

The Agreement will include a provision that the Selected Respondent must comply fully with applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation the requirements of the Americans with Disabilities Act of 1990 and all regulations thereunder.

10. Value Pricing

The City has established a value pricing policy for all concessionaires at O'Hare. The policy generally requires concessionaires to charge the same price for a product or service at the Airport as the price charged for the same product or service at Benchmark Stores in the City of Chicago. Benchmark Stores will be determined by the Commissioner, in

consultation with the Selected Respondent, and may change throughout the Term as determined necessary by the City. If the Selected Respondent or its subtenants currently operate other similar locations in the City of Chicago, then these locations will be designated Benchmark Stores and the Selected Respondent or subtenant will be required to charge the same prices at both its Airport and off-Airport locations. Otherwise, Benchmark Stores will be selected based on stores that are comparable to the proposed concept, but exclude stores at hotels or within enclosed shopping centers if other locations are available. For purposes of pricing comparisons only, the Agreement defines the "City of Chicago" as "the area bounded by Congress Expressway on the South, North Avenue on the North, Lake Michigan on the East, and Franklin Street on the West." To monitor the Selected Respondent's adherence to this pricing policy, the City reserves the right to conduct price comparison surveys of various products and services offered by the Selected Respondent. Duty Free merchandise is not subject to the value pricing guidelines established above.

11. Other Terms and General Conditions

- a. Facilities must be open 365 days a year with operating hours and staffing levels that support passenger activity at the Airport. Standard operating hours for each location are from three hours prior to the first scheduled departure in Terminal 5 to the time of last scheduled departure. Further, at least several landside food service facilities must be open 24 hours per day. The Selected Respondent may propose, subject to the Commissioner's approval, alternative hours for any location.
- b. From time to time, at the Commissioner's discretion, the Selected Respondent may be required to remain open later than standard operating hours, with sufficient staffing and inventory, at one or more of its stores in order to accommodate delayed passengers or other Airport operating reasons.
- c. Delivery and restocking hours may be scheduled by the Commissioner so as not to conflict with O'Hare's peak traffic times. Concessionaires must develop logistics programs within the parameters of Airport regulations while maintaining sufficient inventory at stores.
- d. All products being delivered to the concourse areas will be inspected and screened at designated locations.
- e. All of the Selected Respondent's employees who work at the Airport must apply for and be issued by the City security identification prior to beginning work at the Airport. All applicants for security identification must complete security training and must pass criminal and other background investigations as the City may designate from time to time. Prospective respondents are advised that the City may, at its discretion, change security regulations and requirements from time to time and the Selected Respondent shall comply with all such regulations and requirements. Any

finances assessed against the City for security violations by Selected Respondent or its employees, vendors, suppliers or invitees shall be promptly reimbursed to the City by Selected Respondent.

- f. O'Hare is a non-smoking facility.

F. CONCESSION OPPORTUNITY

The Concession Opportunity offered in this RFP is comprised of three parts: current concession space; undeveloped concession space; and potential concession space. The Terminal Floor Plans (Attachment C) show the locations and current uses (if applicable) of the concession opportunity. The exhibits are intended to provide background information on how the current concession program is structured, as well as identify potential locations. It is the expectation of the City that respondents will not be restricted to the existing footprint but consider all potential locations for the purpose of proposing the most optimal concession program for Terminal 5 in consideration of the City's goals. Further, we require that Respondents integrate an overall sustainable and "green" plan for every aspect of the Concession Concept.

1. Current Concession Space

Current concession spaces total 22,003 square feet comprised of 14 food service, retail and duty free retail locations totaling approximately 15,083 square feet operate in Terminal 5 (as detailed on Table 1 below) plus food court seating of approximately 6,920 square feet. The Terminal Floor Plans (Attachment C) show the location and current use of each current concession space. Historical sales are provided for the current concession operations as Attachment D. Please note that locations and sizes of the current concession spaces are estimates and subject to change at any time without liability to the City.

Location	Area	Facility Type	Current Use
T5.U.76.G	768	Landside Food Court	Branded Hamburger
T5.U.72.L	963	Landside Food Court	Bar
T5.L.42.D	1,277	Arrivals Level In-Line	Bar
T5.U.68.H	716	Landside Food Court	QSR Deli/Snack
T5.U.72.C	540	Landside Food Court	QSR Grill
T5.U.74.C	800	Landside Food Court	QSR Pizza
T5.L.82.A	878	Arrivals Level In-Line	Branded Hamburger
T5.L.79.A	373	Arrivals Level In-Line	Snack
T5.U.57.E	879	Landside In-Line	Specialty Retail
T5.U.57.F	1,003	Landside In-Line	Newsstand
T5.U.110.A	787	Airside In-Line	Newsstand
T5.L.65.Y	224	Arrivals Level In-Line	Newsstand
T5.U.51.J	4,926	Landside In-Line	Duty Free Retail
T5.U.111.A	949	Airside In-Line	Duty Free Retail
Total Retail Spaces	15,083		
Food Court Seating Area	6,920		
Total Current Concession Spaces	22,003		

2. Undeveloped Concession Space

The City has identified airside locations that have not yet been developed totaling approximately 1,480 square feet, as detailed on Table 2 below. These spaces are also shown on the Terminal Floor Plans (Attachment C). Please note that locations and sizes of the undeveloped concession spaces are estimates and subject to change at any time without liability to the City.

Location	Area	Facility Type	Current Use
T5.U.29.B(1)	580	Airside In-Line	Undeveloped
T5.U.29.B(2)	900	Airside In-Line	Undeveloped
Total Undeveloped Concession Spaces	1,480		

3. Potential Concession Space

As noted above, the City is offering various areas of Terminal 5 for the possible reconfiguration of the terminal concessions program in order to achieve the City's goals for this redevelopment effort. The City encourages prospective respondents to propose redevelopment plans for the creative use of current concession space, undeveloped concession space and potential concession space to optimize the concessions program while maintaining airport and airline operations. The potential concession space that respondents may propose to use is shown on the Terminal Floor Plans (Attachment C). Please be aware that any use of the potential concession space is subject to City approval and, as the case may be, the approval the Department of Homeland Security, airlines and/or other airport tenants. Any costs associated with the relocation of current tenants, including but not limited to costs to develop substitute spaces, are the responsibility of the respondent.

4. Exclusions

The offered concession rights exclude the following: foreign currency exchange services (except as may be incidental to the operation of food & beverage, retail, and duty free concessions); banking and other financial services; ATMs; advertising; luggage carts; other luggage services; public telephones; Wi-Fi internet access; parking; ground transportation; catering (both in-flight and for airline clubs); in-flight duty-free retailing; and vending.

G. PROPOSAL REQUIREMENTS

The bound proposal and copies must include all of the following items and documents organized and tabulated in the following order:

- 1) Cover/Transmittal Letter
- 2) Experience and Qualifications Statement
- 3) Methods of Management and Operations
- 4) Concessions Plan
- 5) Proposed Compensation to City
- 6) Projected Annual Sales, Net Income and Cash Flow Statements
- 7) Capital Investment and Financing Sources Plan
- 8) Airport Concession Disadvantaged Business Enterprise Participation Plan and Executed Schedules B, C and D, as applicable
- 9) Professional References
- 10) Other Information
- 11) Exceptions
- 12) Executed Proposal Affidavit
- 13) Business Information Statement [*Economic Disclosure Statements*]
- 14) Financial Statements

The City has established the page limits for various sections of a proposal submitted in response to this RFP, as set forth below. For purposes of these page limitations, a "page" shall mean a single-sided 8-1/2" x 11" paper with 1" margins on all sides and a standard font of at least 11 point (with the exception of drawings, plans and renderings, which may be provided on 11" x 17" paper).

1. Cover/Transmittal Letter

Each respondent must indicate a return mailing address, contact person and telephone, fax, and e-mail numbers as well as any pertinent facts or details of the proposal which the respondent desires to emphasize. The Cover/Transmittal Letter cannot exceed three pages.

2. Experience and Qualifications Statement

Respondent should provide information as requested in Attachment F related to respondent's relevant retail experience and qualifications, with special emphasis upon prior experience with the ownership, operation and management of concessions similar to those proposed at airports and other high-volume, high-traffic venues. Respondent should also provide details on the pertinent experience of persons who will be directly involved in the development, operation and management of the proposed concession at the Airport. This section of the proposal should include information for the respondent

and, as appropriate, its constituent entities and subtenants. The Experience and Qualifications Statement cannot exceed 10 pages.

3. Methods of Management and Operations

Describe the specific plan for operation and the services that will be provided. Include the following:

- a. Staffing plan to include the number of management and non-management employees to cover the proposed operating hours for each location.
- b. Facility Maintenance Plan including respondent's policy for maintenance and repairs, expected frequency of cleaning and trash disposal, and general schedule for the replacement of equipment, displays, fixtures and carpeting.
- c. Describe the methods you will use to monitor and remain current with retail trends during the term of the Agreement.
- d. Describe what recycling, and other green initiatives will be implemented for the day to day operations.

The Methods of Management and Operations Section cannot exceed 10 pages.

4. Store Concept and Design

Respondent should submit the following information in sufficient detail to clearly define the proposed food service or retail concept for each location proposed: a) facility name, concept and theme; b) proposed menu or merchandise categories and the approximate pricing; c) visual presentation; d) facility floor plan; e) narrative description of the facility design theme; f) renderings, sketches or photographs to illustrate the proposed facility design; g) any LEED building concepts, layouts and other environmentally sustainable concepts and how they will be implemented, h) descriptions and/or photographs of proposed materials and finishes (Respondent is not required to submit a materials board. If Respondent chooses to submit a materials board, it does not count as a "page" for purposes of the page limitation). It is important to note that the City encourages each concession design to be recognizably "Chicago" in character.

Respondent should also suggest three benchmark stores within the City of Chicago for price comparison purposes, which are subject to approval by the Commissioner. If Respondent, or its subtenant as appropriate, operates other similar stores within the Chicago metropolitan area, those store(s) must be included as suggested benchmark store(s).

Respondent should identify its architectural design team, specifying prior experience in the design of retail facilities (including resumes and project experience). As discussed in

Section E.3 of this RFP, permit applications must be submitted by an architect who has successfully completed the Department of Buildings (“DOB”) Self-Certification Program. The architect does not need to have completed the program by the RFP submittal deadline.

The Store Concept and Design section of the proposal cannot exceed eight pages for each location proposed, plus an additional six pages to provide requested information regarding the Respondent’s design team. All materials should be submitted in 8-1/2” x 11” or 11” x 17” format as part of the bound proposal. Please note that plans and renderings count as pages.

5. Proposed Compensation to the City

Provide the proposed Minimum Annual Guaranteed Fee (MAG) that will be paid in equal monthly installments for each lease year of the term, and a proposed Percentage Rate(s) for each Lease Year of the Term. As desired, respondent may propose multiple Percentage Fee Rates for varying levels of gross concession sales during any Lease Year. Respondent should use the compensation to the City form provided in Attachment H.

6. Projected Sales, Net Income and Cash Flow Statements

Provide a good faith estimate of the expected annual gross sales, cost of goods sold, operating expenses, net income and cash flow to be derived from the proposed operations for each year of the Term for each location proposed. Include the effect of proposed compensation to the City on net income and cash flow. Respondent should use the income and cash flow statement format provided in Attachment I. Major assumptions used in developing the sales projections should also be clearly stated.

7. Capital Investment and Financing Sources Plan

Provide a detailed cost estimate for the proposed improvements and other start-up costs for each location proposed. Respondent should specify the source of funds (cash, bank loan, etc.) for the capital improvements and start-up costs. Respondent should use the format provided on Attachment J. The estimate should delineate all improvements; equipment, furnishings and fixtures; architectural design and engineering fees; working capital; initial inventory; improvements completion bond; and other capital investments.

8. Airport Concession Disadvantaged Business Enterprise Plan Participation Plan

Respondent must provide an ACDBE Participation Plan that identifies the names of respondent’s ACDBE participants, indicates each ACDBE participant’s relationship with the respondent (e.g., subtenant, joint venture partner, supplier), describes the role of each ACDBE participant in the development, management and operations of the concession, and states each ACDBE participant’s financial commitment toward the respondent’s initial capital investment. Use the format provided on Attachment L.

In addition, respondent must also include an executed Affidavit of DBE Goal Implementation Plan Commitment to Participation by Airport Concession Disadvantaged Business Enterprises (Schedule D in Attachment L), and executed letters of intent from each proposed ACDBE participant as appropriate (Schedule C in Attachment L) or executed Affidavit of ACDBE Joint Venture (Schedule B in Attachment L), if respondent is organized as a joint venture.

In the event respondent's ACDBE Participation Plan does not identify participation by ACDBEs equal to or greater than the aspirational goal for this RFP, then respondent must provide evidence of good faith efforts to meet the aspirational goal. Examples of good faith efforts, as well as documentation needed to demonstrate good faith efforts, are shown in Section VI of the Special Conditions Regarding Airport Concession Disadvantaged Business Enterprise (ACDBE) Commitment attached hereto as Attachment N. Please note that submission of an application for ACDBE certification by a prospective ACDBE participant, in the absence of other efforts, **DOES NOT** constitute good faith efforts.

Please see Section E.5 above for additional information regarding ACDBE participation under this RFP.

9. Professional References

Respondent must list three current airport and/or landlord contacts. These references must be the respondent's primary contacts for day-to-day issues at the airport or other high traffic venue. The stores operated by the respondent at these locations must be similar to those being proposed for this offering. Respondent should use the format shown in Attachment M for each reference.

10. Legal Authority

Respondent should obtain an opinion from legal counsel stating whether or not litigation is pending or contemplated that could affect Respondent's ability to undertake its proposal. In addition, respondent must submit evidence of its legal authorization to operate a duty free retail business in the United States.

11. Other Information

Respondent should provide any other information that it believes would be helpful in evaluating the respondent's ability to successfully develop and operate the concession.

The Other Information section of the proposal cannot exceed 10 pages.

12. Exceptions

Respondents should include a list of exceptions, if any, to the requirements of this RFP and Attachments. State all such exceptions on a separate page labeled "Exceptions." Identify the requirement, nature of the exception and explanation. If no deviations are identified and Respondent's proposal is accepted, Respondent will conform to all of the requirements specified herein.

13. Executed Proposal Affidavit

Respondent must include an executed Proposal Affidavit in the form of Attachment N to acknowledge that a) the respondent has received all sections and material comprising this RFP; b) the proposal is based upon all of the terms and conditions set forth in this RFP; and c) the respondent specifically agrees to operate the concession in the manner set forth in the Proposal. Alterations, additions and/or modifications to the form of affidavit will not be accepted and may be cause for rejection of the proposal.

14. Business Information Statement (Economic Disclosure Statement Affidavit)

Respondent must include a separate Economic Disclosure Statement Affidavit(s) for the respondent and all proposed subtenants, and all other entities and individuals as instructed on the form (Attachment O) with 7.5% ownership interest in the business. Statements must be complete and accurate. Information that is incomplete, conditional, ambiguous, obscure, or which contains alterations not called for, or irregularities of any kind, may be cause to deem a proposal non-responsive. By submission of this proposal, the respondent acknowledges and agrees that the City has the right to make any inquiry or investigation that the City deems appropriate to substantiate or supplement information contained in this statement and hereby authorizes the release of any and all information sought in such inquiry or investigation to the City.

15. Financial Statements

Respondent must submit to the City the following financial statements:

- For Respondents currently organized as a corporation, partnership, LLP, LLC or joint venture, complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information

- If proposing entity is a wholly owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
- For respondents who intend to organize as a corporation, partnership, LLP, LLC or joint venture in order to respond to this RFP, then the complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years (or in the case of individuals, the three most recent personal tax returns and a current statement of net worth) of each majority-interest partner, LLC/LLP member, joint-venturer, or shareholder must be submitted.
- If respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

If respondent is relying on the financial resources of an affiliated entity to meet the minimum qualifications of this RFP, then respondent must submit i) the above-referenced financial information for the affiliated entity; ii) a description of the relationship between affiliated entity and respondent including, but not limited to, the percentage of ownership and management structure; and iii) documentation from the affiliated entity authorizing the respondent to rely on its financial resources.

If respondent is relying on credit to meet the minimum financial qualifications of this RFP, then respondent must demonstrate the availability of credit to meet the purposes of the contemplated concession.

The City reserves the right to obtain, at no cost to the respondent, a Dun and Bradstreet financial report, or other credit reports, on respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal.

H. EVALUATION CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee appointed by the Commissioner, which will recommend to the Commissioner one or more respondents for award of the subject concessions. In addition to any criteria set forth elsewhere in this RFP, weights have been assigned to each of the following Evaluation Criteria based on a 500-point scale. Scoring occurs when companies are being short listed for the interview process. A second scoring process occurs after interviews have been completed.

Evaluation Criteria

<p>Experience and Qualifications</p> <p>The Committee will consider the respondent's experience and qualifications based on an assessment of its prior experience at Chicago O'Hare, Chicago Midway and other airports and malls. This criterion includes, but is not limited to, factors such as the comparative size and performance of the Respondent's other stores, Respondent's experience with the proposed concept(s), references and the experience and qualifications of designated on-site management. This criterion also includes an assessment of the respondent's ability to fund the proposed improvements. The evaluation under this criterion shall apply to the Respondent, all constituent entities of Respondent, and all subtenants (if any).</p>
<p>Merchandising and Concept Plan</p> <p>This criterion includes, but is not limited to, factors such as variety of merchandise; menu variety; presentation of Chicago concepts, themes and products; general price levels; innovation; breadth and depth of product offerings; and product branding.</p>
<p>Facility Design</p> <p>This criterion considers the physical design and construction of the proposed concession facilities and includes, but is not limited to, factors such as including innovation; creativity of design concepts; quality of materials; LEED Building and other floor plans; presentation of Chicago themes; circulation and queuing; graphics and signage; and visual interest.</p>
<p>Management and Operations Plan</p> <p>This criterion includes, but is not limited to, staffing levels; corporate management support; inventory logistics; employee training; customer service programs; "green" initiatives and facility maintenance schedules.</p>
<p>Compensation to the City</p> <p>Evaluation of this criterion is based on the Minimum Annual Guaranteed fee and percentage fee rates proposed by Respondent. The respondent(s) with the highest compensation to the City will receive full point-score for the category. All other respondents will receive a point-score in proportion to the highest fee proposal. The City reserves the right to establish a maximum percentage fee for which points will be awarded.</p>

Weighting (500-Point Scale)	of	Evaluation	Criteria
Criterion			
Experience and Qualifications		100	
Merchandising and Concept Plan		125	
Facility Design		75	
Management and Operations Plan		75	
Compensation to the City		125	

The City will also consider the past performance of the respondent, and its constituent individuals or entities as applicable, on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. The Department may solicit from other departments of the City, other government agencies or any other available sources, relevant information concerning the respondent's record of past performance.

Responses also will be evaluated to ensure compliance with all applicable local, city, state and federal laws, ordinances and statutes. Compliance with the City of Chicago and Federal Aviation Administration regulations and requirements including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code of Chicago); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65 ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-56 of the Municipal Code of Chicago); Anti-Scofflaw Ordinance (Section 2-92-380 of the Municipal Code of Chicago); Child Support Arrearage Ordinance (Section 2-92-415 of the Municipal Code of Chicago); the MacBride Ordinance (Section 2-92-580 of the Municipal Code of Chicago); the Anti-Bribery Ordinance (Section 2-92-320 of the Municipal Code of Chicago); and Americans with Disabilities Act (P.L. 101-336 (1990)).