

CHICAGO O'HARE INTERNATIONAL AIRPORTS
REQUEST FOR PROPOSALS TO DEVELOP AND OPERATE
DUTY FREE RETAIL CONCESSION

OCTOBER 6, 2006

Issued by:

CITY OF CHICAGO
(Department of Aviation)

The City of Chicago ("City") Department of Aviation ("Department") invites the submission of proposals by qualified persons and businesses to develop and operate a duty free retail concession at Chicago O'Hare International Airport ("Airport"). This Request for Proposal ("RFP") contains one package of four duty free stores in Terminal 1, Terminal 2 and Terminal 3. The RFP does not includes duty free retail in Terminal 5 (the "International Terminal")

The goals of the concession program are to: (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, and personal and business services concepts with broad customer appeal; (4) increase the friendliness and convenience of the Airport to passengers and visitors, and enhance the image of the City; (5) provide business opportunities for disadvantaged business enterprises; (6) promote store concepts, themes and products identified with Chicago; and (7) optimize concession revenues to the Airport.

To be considered for participation, you must deliver one original and six copies of the 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 Duty Free Retail Concession at O'Hare Airport." The name and address of the Respondent must also be clearly printed on the outside of the package.

Deliver responses to:

Unison-Maximus Retail Management
Chicago O'Hare International Airport
Terminal 3, Mezzanine
Chicago, IL 60666
Attn: Sandra Williamson

PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP WILL BE ACCEPTED UNTIL
4:00 PM CST, DECEMBER 7, 2006

Late proposals will not be considered for selection and will be returned to Respondent unopened.

A. CONTENTS

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

Request for Proposal

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

Attachments

- A. Historical Enplanements by Concourse (2003-2006)
- B. Pre-Proposal Meeting Registration Form
- C. Floor Plans
- D. Historical Sales / Rent Structures for Offered Locations
- E. Lease Outline Drawings for Offered Locations
- F. Experience and Qualifications Statement
- G. Store Concept Development
- H. Compensation to the City
- I. Projected Sales, Net Income and Cash Flow Statement
- J. Capital Investment and Financing Sources Plan
- K. Disadvantaged Business Enterprise Plan
- L. Disadvantaged Business Enterprise Forms and Information
- M. Professional References
- N. Proposal Affidavit Form
- O. Business Information Statement

B. DESCRIPTION OF EXISTING OPERATIONS

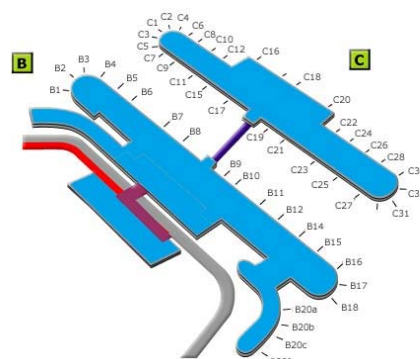
1. Project Background – O'Hare

O'Hare offers more connections to more cities more often than any other airport in the world. Voted the "Best Airport in North America" by readers of *Business Traveler International* for eight consecutive years (1998 – 2005), it's no wonder that nearly 210,000 smart travelers make O'Hare their airport of choice every day.

In 2005, approximately 72 million passengers used O'Hare's Domestic Terminals (Terminals 1, 2 and 3), with an average of 100 aircraft arriving and departing each hour from 151 gates. Departing passengers totaled 35.9 million: 13.3 million in Terminal 1, 6.9 million in Terminal 2, and 15.6 million in Terminal 3. United Airlines/United Express and American/American Eagle comprised 83 percent of enplanement activity in 2005. Both of these carriers use O'Hare as a major connecting hub. International departures from the Domestic Terminals totaled 3.5 million in 2005, which is approximately 10% of total enplanements. Historical enplanement data for 2003, 2004, 2005 and 2006 to date by concourse is provided as Attachment A. The Airport does not have traffic projections for future years. Following is a brief description of each Terminal/Concourse.

TERMINAL 1

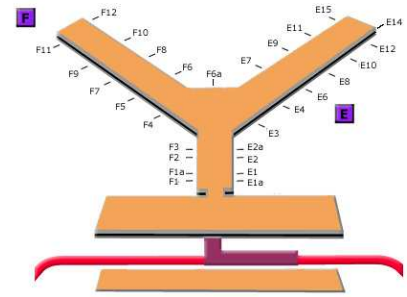
Terminal 1 is comprised of two distinct concourses with 51 gates. United Airlines (including its regional affiliates) is the primary carrier in the Terminal and 13.3 million passengers departed from Concourses B and C in 2005: approximately 5.8 million from Concourse B and 7.5 million from Concourse C. Of this total, approximately 2.1 million enplanements represented international departures.



<u>Terminal 1 - Concourse B</u>		<u>Terminal 1 - Concourse C</u>	
Departing Passengers	5.8 million	Departing Passengers	7.5 million
Primary Carriers	United Lufthansa	Primary Carriers	United
No. of Gates	21	No. of Gates	30
No. of Food Concessions	14	No. of Food Concessions	15
Food Concession S.F.	10,909	Food Concession S.F.	7,396
2005 Food Sales	\$34.4 million	2005 Food Sales	\$31.2 million
No. of Specialty Concessions	9	No. of Specialty Concessions	6
Specialty Concession S.F.	4,147	Specialty Concession S.F.	1,438
2005 Specialty Sales	\$8.2 million	2005 Specialty Sales	\$4.0 million
No. of News & Gift Concessions	5	No. of News & Gift Concessions	5
News & Gift Concession S.F.	3,016	News & Gift Concession S.F.	2,138
2005 News & Gift Sales	\$8.5 million	2005 News & Gift Sales	\$8.1 million

TERMINAL 2

Terminal 2 is comprised of two connected concourses with 29 gates. Several non-hub carriers use Terminal 2; however, United and its regional affiliates have the largest share of departures – 26.5% in 2005. Other carriers include Northwest, USAir, Continental, Air Canada, America West and several charter airlines.

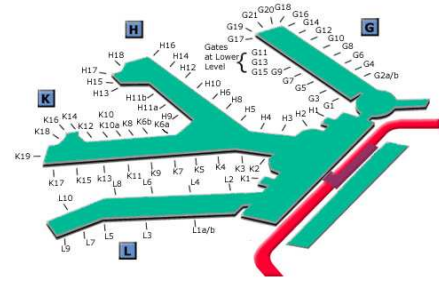


Terminal 2 Statistics

Total Departing Passengers	6.9 million
International Departing Passengers	204,000
Primary Airline Carriers	United Express Northwest Continental US Airways Air Canada
No. of Gates	29
No. of Concourses	2 (E and F)
No. of Food Concessions	14
Food Concession S.F.	8,635
2005 Food Sales	\$26.6 million
No. of Specialty Concessions	5
Specialty Concession S.F.	2,805
2005 Specialty Sales	\$3.4 million
No. of News & Gift Concessions	3
News & Gift Concession S.F.	3,381
2005 News & Gift Sales	\$6.4 million

TERMINAL 3

Terminal 3 is comprised of four concourses with 71 gates. American Airlines (and its regional affiliates) is the primary carrier in Terminal 3 with a market share of 91% in 2005. Delta (including regional affiliates), Iberia, Spirit and several charter airlines also depart from Terminal 3.



Terminal 3 Statistics

Total Departing Passengers	15.6 million
International Departing Passengers	1.2 million
Primary Airline Carriers	American American Eagle Delta Spirit Iberia Alaska
No. of Gates	71
No. of Concourses	4 (G, H, K, L)
No. of Food Concessions	43
Food Concession S.F.	43,212
2005 Food Sales	\$78.0 million
No. of Specialty Concessions	13
Specialty Concession S.F.	6,497
2005 Specialty Sales	\$12.8 million
No. of News & Gift Concessions	11
News & Gift Concession S.F.	6,602
2005 News & Gift Sales	\$18.3 million

C. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

1. Schedule

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

October 5, 2006	Release of RFP
October 16, 2006	Pre-Proposal Meeting
November 9, 2006	Deadline for written questions
December 7, 2006	Due Date

2. Proposal Due Date and Time

Respondents must deliver one original and six copies of submitted proposals to the City at the address specified herein no later than 5:00 p.m. CST on December 7, 2006 (the "Due Date"). Late proposals will not be considered for selection and will be returned to the respondent unopened. No oral, facsimile, telephone or email 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 the airport 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) to:

Unison-Maximus
(773) 894-3900 phone
(773) 894-3910 fax

The Pre-Proposal Meeting will be held on Monday, October 16, 2006 at 2:30 p.m. CDT in the Unison-Maximus conference room on the Mezzanine Level of Terminal 3 at O'Hare International Airport. Although the Pre-Proposal meeting is on the pre-security side of the Airport, the tour is on the secured side; therefore, unless an attendee is flying 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 at least **two** business days in advance of the Pre-Proposal meeting date in order to participate on the tour. (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 Airport. 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 tours will be offered outside of the dates 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:

Unison-Maximus Retail Management
Chicago O'Hare International Airport
Terminal 3, Mezzanine
Chicago, IL 60666
Attn: Sandra Williamson
Facsimile: (773) 894-3910
Email: swilliamson@cityofchicago.org

Only written questions will be accepted and must be submitted no later than November 9, 2006. 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 Unison-Maximus at the above address to request notice of any addenda that may be issued.

5. Submission of Multiple Proposals

This RFP offers one concession opportunity: four duty free stores comprised of: one in-line store in Concourse B, one in-line store in Concourse C, one kiosk in Terminal 2 and one in-line store in Concourse K, as further described in Section E.

- Respondents must propose on all offered locations.
- 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.
- The City reserves the right to award offer single locations or alternative locations to a Respondent.

6. 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 its 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 three years of continuous experience, within the last five years, in the ownership, management and/or operation of a duty free retail business that is similar to that which is contemplated under this RFP. Generally, this means that the business by which experience is claimed should be comprised of two or more units in one or more large international airports serving at least one million international enplanements per year.

Disadvantaged Business Enterprise Participation

As further described in Section D.6 of this RFP, Respondents must submit a DBE Plan that (1) provides participation by ACDBEs in the offered concession equal to at least 30% of the gross revenues of the concession, or (2) demonstrates good faith efforts by Respondent to achieve the DBE 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.

7. 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.

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 provides 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.

Within 60 days after the approval of a Respondent by City Council (any such Respondent hereinafter referred to as a "Selected Respondent"), a Selected Respondent will fully execute and deliver to the City a Lease and Concession Agreement ("Agreement") in a form agreed upon by the City and the Selected Respondent. The Agreement will incorporate provisions of this RFP, the Selected Respondent's proposal, and other terms and conditions to be negotiated.

If a Selected Respondent fails to negotiate in good faith the Agreement within 60 days after City Council approval, 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.

9. City's Right to Cancel, Reject 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 G):

- 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 retail concept 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, and/or employees of the City.
- g) Failure to comply with the terms and conditions of this RFP.

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 (if requested by the City), 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's business experience, financial responsibility and character that the City deems necessary are completed. By submitting its proposal, the Respondent agrees 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 appropriate policies, statutes, ordinances and/or regulations.

14. Award Subject to 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.

15. 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.

16. 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.

D. KEY BUSINESS TERMS AND GENERAL CONDITIONS

The following summarizes some of the key terms and conditions of the offered concessions. 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 the Selected Respondent to this RFP.

1. 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 fifth anniversary of the date on which the City delivers the final portion of the Leased Space to the Selected Respondent. The City reserves, at its sole discretion, the right to extend the Term up to two additional years.

At this time, the City anticipates that the locations included in this RFP will be delivered to the Selected Respondent in summer 2007. 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, then the City may assess a late opening fine at the rate of \$1,000 per day per location until the location is open to the public for business.

2. 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 the following rents and fees:

Base Rent

Base Rent equals \$40.00 per square foot of concession space, and is increased three percent annually as of January 1st of each calendar year during the Term. For purposes of determining the Base Rent, concession space includes both retail space and storage space, if applicable. The Base Rent is separate from the Concession Fee described below.

Concession Fee

The Concession Fee 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 Sales. The actual compensation and calculations thereof are based on the Selected Respondent's proposal and are subject to negotiation.

Respondent must propose 1) MAG for the first and second contract year of the Term and 2) Percentage Fee Rate(s) for the entire Term by location, revenue tier, and/or product category, as desired. In the third and later contract years of the Term, the MAG will equal the greater of a) the MAG for the prior year or b) 85% of the Concession Fee payable for the prior year, but will never be less than the first year MAG.

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 as described in the form of Concession Agreement.

3. Other Fees**Marketing Fee**

The Selected Respondent will pay a Marketing Fee equal to one-half of one percent (0.5%) of gross sales 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 Terminals.

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, State, Federal or other agencies.

4. Capital Investment and Improvements

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 a minimum capital investment of \$200.00 per square foot for each in-line store.

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"), which will be provided to the Selected Respondent. 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 Respondent will be responsible for any necessary permitting that may apply. The City's Department of Construction and Permits ("DCAP") requires that permit applications be filed by an architect who has successfully completed the DCAP 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 DCAP at (312) 744-8670.

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.

5. 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.

6. Disadvantaged Business Enterprise (DBE) Participation

The concessions programs at Chicago O'Hare and Midway International Airports are 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.

A Respondent may satisfy this aspirational goal by (1) identifying in its proposal the certified ACDBEs that will participate in the concession (including the nature and percentage of such participation) and/or (2) demonstrating in its proposal the good faith efforts it has undertaken to achieve the City's aspirational goal for ACDBE participation. 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.

ACDBEs identified in a proposal must be certified by the Illinois Unified Certification Program ("UCP") as of the Due Date to meet the City's aspirational goal for ACDBE participation. If a Respondent identifies an individual or entity that it believes would be eligible for certification as an ACDBE, but that is not yet certified by the Illinois UCP, the City will consider as part of the Respondent's good faith efforts, but not as conclusive evidence thereof, a completed application (including all required supporting documentation and affidavits) made by individual or entity, but only if submitted to the Illinois UCP prior to the Due Date.

The Illinois UCP directory is available on-line at www.dot.state.il.us/ucp/ucp.html. Most certified ACDBEs currently appear in the "Miscellaneous" category as being certified for "airport concession," "concessionaire," "retail food and beverage" or similar language; however, Respondents are advised to verify with any proposed DBE that the DBE is an ACDBE that has been certified pursuant to Part 23. Additional information regarding ACDBE certification is available from the City's Department of Procurement Services, Certification Unit, at (312) 742-0766.

7. 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. Charges for those utilities not separately metered may be pro rated and billed to the Selected Respondent by the City.

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 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 Space or pro rated by usage must be paid by the Selected Respondent, regardless of whether such utility services are furnished by the City or other utility service corporations.

Maintenance:

The Selected Respondent will, at its own cost, keep the Leased Space and all equipment and other personal property 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:

The Selected Respondent will collect and dispose of trash and garbage to a location and in a manner designated by the City.

8. 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. In consideration of tax and bonding requirements of duty free merchandise, 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. In addition, the Selected Respondent will pay to the City, as compensation for the use of any such storage space, the Base Rent as described in Section D.2 of this RFP.

9. 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 \$500,000 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.

10. 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.

11. Non-Exclusivity

The City will not enter into an exclusive agreement with the Selected Respondent. At any time during the term of the Agreement, the City may, at its own discretion, enter into other agreements for concepts similar to those in operation at the Airport including those of the Selected Respondent. Nothing herein is to be construed to grant or authorize the granting of an exclusive right to the Selected Respondent.

12. 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 two hours prior to the first international departure to the time of last international departure. However, for any location that offers duty-paid merchandise,

standard operating hours will be similar to other retail concessions (generally 6:00 am to 10:00 pm).

- 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 employees must pass a TSA mandated security background check and be properly badged.
- f. O'Hare is a non-smoking facility.

E. CONCESSION OPPORTUNITY

1. Concession Space

Four duty free retail locations are offered in this RFP, as detailed on the table below. The Terminal Floor Plans (Attachment C) show the location and current use (if applicable) of each offered space. Historical sales and the current rental structures are also provided for the current concession operations as Attachment D. The Lease Outline Drawings (Attachment E) indicate the dimensions of each location. Please note that locations and sizes of the Leased Space are estimates and subject to change at any time without liability to the City.

Location		Area	Facility Type	Merchandising Plan	Current Use
Concourse	Space				
Duty Free Retail					
T1B	B.88.B	788	In-Line	Duty Free Retail	Duty Free Retail
T1C	C.25.D	968	In-Line	Duty Free Retail	Duty Free Retail
T2EF	EF.12.A	250	Kiosk	Duty Free Retail	Duty Free Retail
T3K	HK.36.A	1,235	In-Line	Duty Free Retail	Duty Free Retail

The City reserves the right, at the Commissioner's discretion, to add additional Leased Space under either of the Agreements.

2. Merchandise Concept

These locations are intended for the sale of duty free merchandise including, but not limited to, liquor, tobacco products, domestic and international brands of perfume, cologne and other related items, cosmetics, gourmet foods, leather goods, fashion accessories, clothing, crystal, jewelry, watches, pens, electronics and cameras. "Duty free merchandise" is defined as merchandise of a foreign origin (not manufactured in the United States) which is handled under the supervision of the United States Customs Service and not subject to United States Customs duties; United States (domestic) alcoholic beverages and tobacco products handled under the supervision of the United States Customs Service and not subject to the United States Internal Revenue excise taxes; and any other merchandise referred to as "in-bond" merchandise. All merchandise offered for sale must be eligible to be sold to passengers leaving the United States. The Selected Respondent may offer for sale duty-paid merchandise, subject to the Commissioner's prior written approval, in accordance with all applicable United States Customs Service and United States Internal Revenue Service rules and regulations.

3. Investment Costs

United Airlines provide space C.25.D for this duty free retail concession subject to reimbursement of certain costs related to the development of the space. Accordingly, the City requires the Selected Respondent to undertake, at its own cost, the following:

- a. As part of its tenant improvements, construct a demising wall between the offered location and the adjacent United Airlines operations space.
- b. Reimburse United Airlines for costs related to the offering of the space including, but not limited, relocation costs. These costs are estimated to total \$20,000.

In consideration of the these two additional costs, the City will abate the Selected Respondent's Base Rent (for space C.25.D only) for a period of nine months beginning on the Date of Beneficial Occupancy for space C.25.D.

F. 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) Store Concept Development
- 5) Design of Facilities
- 6) Minimum Annual Guaranteed Rent and Percentage Rate(s)
- 7) Projected Annual Sales, Net Income and Cash Flows
- 8) Capital Investment and Start-Up Financing Plan
- 9) Disadvantaged Business Enterprise Plan and Executed DBE Forms
- 10) Professional References
- 11) Legal Authority
- 12) Other Information
- 13) Exceptions
- 14) Executed Proposal Affidavit
- 15) Business Information Statement
- 16) Financial Statements

The City has established the following page limits for all proposals submitted in response to this RFP:

- The Cover/Transmittal Letter, Experience and Qualifications Statement, and Methods of Management and Operations sections of the proposal cannot in total exceed 25 pages.
- The Store Concept Development and Design of Facilities section of the proposal cannot in total exceed 20 pages.
- The "Other Information" section of the proposal cannot exceed 15 pages.

For purposes of this page limitation, 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.

2. Experience and Qualifications Statement

Respondent should explain in detail the number of years and extent of Respondent's relevant retail experience, with special emphasis upon prior experience with the operation and management of such facilities at international airports. Respondent should also provide details on the pertinent experience of persons who will be directly involved in the development and management of this facility. This section of the Proposal should include the following and be presented in the form of Attachment F:

- Names of stores operated by the Respondent in the prior five years
- Description of the merchandise concepts
- Sales volume of existing operations by individual store location
- History of retail experience
- Photographs of the interior and exterior of any existing stores
- Key personnel

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

4. Store Concept Development

Respondent should submit the following information in sufficient detail to clearly define the proposed store or location. This information should be presented in the form of Attachment G, and include the following detailed descriptions: a) merchandising concept and theme; b) proposed merchandise categories and the approximate price range for each category; and c) visual presentation.

5. Design of Facilities

Respondent should provide a brief narrative description of the proposed capital improvements to be made to the space and the dominant design theme. It is important to note that the Airport requires each concession design to be recognizably "Chicago" in character.

Respondents should submit photographs of existing stores and/or renderings to illustrate the proposed store design. All materials should be submitted in 8-1/2" x 11" or 11" x 17" format as part of the bound proposal.

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 D.4 of this RFP, permit applications must be submitted by an architect who has successfully completed the Department of Construction and Permits ("DCAP") Self-Certification Program. The architect does not need to have completed the program by the RFP submittal deadline.

6. Proposed Compensation to the City

Provide the proposed Minimum Annual Guaranteed Fee (MAG) that will be paid in equal monthly installments during the first and second years of the Term, and the proposed Percentage Rate(s) by product category, revenue tier and/or store location, if applicable. Respondent should use the format provided in Attachment H. If Respondent is proposing on multiple packages, the proposed MAG and Percentage Rate(s) must be stated separately for each package.

7. 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 the first three years of the Term for each location. 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.

8. Capital Investment and Financing Sources Plan

Provide a detailed cost estimate for the proposed improvements and other start-up costs for each location. 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.

9. Disadvantaged Business Enterprise Plan

As appropriate, Respondent must provide the names of its ACDBE participants, indicate the ACDBE participant's relationship with the Respondent (e.g., subtenant, joint venture partner, supplier), and describe the role of the ACDBE participant in the development, management and operations of the concession as well as its financial commitment toward the initial capital investment. Use the format provide on Attachment K. In addition,

Respondent must include an executed Affidavit of DBE Goal Implementation Plan (Schedule D in Attachment L) and executed letters of intent from each proposed ACDBE participant as appropriate (Schedule C in Attachment L). Please see Section D.6 above for additional information regarding ACDBE participation under this RFP.

10. 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Business Information Statement

Respondent must include a separate Business Information Statement for the respondent and all proposed subtenants, and all other entities and individuals as instructed on the form (Attachment O). 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.

16. 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.

The Respondent must submit the above-referenced financial information for proposed subtenants, if any.

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

G. 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 after interviews (if any) have been completed.

Evaluation Criteria

Experience and Qualifications	75 Points
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. This criterion includes, but is not limited to, factors such as the comparative size and performance of the Respondent's other programs, Respondent's experience with the proposed concepts, 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 and all constituent entities of Respondent.	
Merchandising and Concept Plan	100 Points
This criterion includes, but is not limited to, factors such as variety of merchandise; presentation of Chicago concepts, themes and products; general price levels; innovation; breadth and depth of product offerings; product branding; and compatibility with the merchandising plan.	
Facility Design	50 Points
This criterion considers the physical design and construction of the proposed stores and includes, but is not limited to, factors such as including innovation; creativity of design concepts; quality of materials; floor plans; presentation of Chicago themes; circulation and queuing; graphics and signage; and visual interest.	
Management and Operations Plan	75 Points
This criterion includes, but is not limited to, staffing levels; corporate management support; inventory logistics; employee training; customer service programs; and facility maintenance schedules	
Compensation to the City	200 Points
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.	

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)).

Attachment A

Historical Enplanements

[Historical Enplanements for O'Hare Terminals 1, 2 and 3,
2003 through 2006 (to date) follow.]

**O'Hare International Airport
2003 Enplanements by Concourse**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Terminal 1													
Concourse B	351,088	334,122	400,357	368,593	395,408	427,498	445,403	428,880	367,255	402,486	361,951	380,020	4,663,061
Concourse C	661,220	627,775	748,016	667,896	711,844	782,856	822,493	794,223	696,011	763,335	692,562	733,109	8,701,339
Subtotal Terminal 1	1,012,308	961,897	1,148,373	1,036,489	1,107,252	1,210,354	1,267,896	1,223,104	1,063,266	1,165,820	1,054,513	1,113,129	13,364,400
Subtotal - Domestic	899,139	863,651	1,033,321	951,189	1,008,760	1,086,473	1,138,691	1,083,972	894,013	1,004,118	911,628	958,616	11,833,570
Subtotal - International	113,169	98,246	115,052	85,300	98,492	123,881	129,205	139,132	169,253	161,702	142,885	154,513	1,530,830
Subtotal Terminal 1	1,012,308	961,897	1,148,373	1,036,489	1,107,252	1,210,354	1,267,896	1,223,104	1,063,266	1,165,820	1,054,513	1,113,129	13,364,400
Terminal 2													
Concourse E	110,730	116,028	141,517	127,567	129,301	140,706	138,939	135,889	119,137	130,331	114,727	118,125	1,522,997
Concourse F and E/F Stem	296,041	299,600	372,232	343,243	399,425	442,118	441,562	442,487	391,858	439,705	390,070	404,939	4,663,281
Subtotal Terminal 2	406,771	415,628	513,749	470,810	528,726	582,824	580,502	578,376	510,995	570,037	504,797	523,063	6,186,279
Subtotal - Domestic	384,817	394,424	487,959	451,585	505,045	553,153	553,520	553,342	491,074	549,490	486,625	505,139	5,916,174
Subtotal - International	21,954	21,204	25,790	19,225	23,681	29,671	26,982	25,034	19,921	20,547	18,172	17,924	270,105
Subtotal Terminal 2	406,771	415,628	513,749	470,810	528,726	582,824	580,502	578,376	510,995	570,037	504,797	523,063	6,186,279
Terminal 3													
Concourse G	150,220	152,599	185,323	181,709	197,851	204,825	205,686	204,497	181,244	197,783	202,561	217,660	2,281,958
Terminal 3 Building and H/K Stem	66,472	64,360	75,841	71,505	74,079	82,314	86,956	81,550	70,555	81,698	70,006	76,155	901,491
Concourse H	274,178	271,273	335,506	317,231	331,156	363,965	374,502	365,338	313,769	326,911	325,474	349,145	3,948,448
Concourse K	337,628	314,066	380,681	345,440	379,939	408,922	404,870	404,006	351,788	379,256	368,781	396,908	4,472,285
Concourse L	109,104	105,165	139,617	119,648	123,553	138,822	141,164	129,018	110,352	118,319	110,837	127,748	1,473,347
Subtotal Terminal 3	937,602	907,463	1,116,968	1,035,533	1,106,578	1,198,848	1,213,178	1,184,409	1,027,708	1,103,967	1,077,659	1,167,616	13,077,529
Subtotal - Domestic	868,011	842,075	1,032,591	967,749	1,025,788	1,095,819	1,114,044	1,081,874	934,036	1,022,571	1,001,839	1,078,098	12,064,495
Subtotal - International	69,591	65,388	84,377	67,784	80,790	103,029	99,134	102,535	93,672	81,396	75,820	89,518	1,013,034
Subtotal Terminal 3	937,602	907,463	1,116,968	1,035,533	1,106,578	1,198,848	1,213,178	1,184,409	1,027,708	1,103,967	1,077,659	1,167,616	13,077,529
Airport													
Total - Domestic	2,151,967	2,100,150	2,553,871	2,370,523	2,539,593	2,735,445	2,806,255	2,719,188	2,319,123	2,576,179	2,400,092	2,541,853	29,814,239
Total - International	204,714	184,838	225,219	172,309	202,963	256,581	255,321	266,701	282,846	263,645	236,877	261,955	2,813,969
Total Enplanements	2,356,681	2,284,988	2,779,090	2,542,832	2,742,556	2,992,026	3,061,576	2,985,889	2,601,969	2,839,824	2,636,969	2,803,808	32,628,208

**O'Hare International Airport
2004 Enplanements by Concourse**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Terminal 1													
Concourse B	316,553	329,484	400,506	393,503	403,325	448,729	455,836	609,230	528,243	551,057	485,604	497,730	5,419,800
Concourse C	611,572	634,199	767,308	742,907	763,121	852,053	869,451	786,521	674,546	708,950	625,539	643,813	8,679,980
Subtotal Terminal 1	928,125	963,683	1,167,814	1,136,410	1,166,446	1,300,782	1,325,287	1,395,751	1,202,789	1,260,007	1,111,143	1,141,543	14,099,780
Subtotal - Domestic	784,572	828,833	1,009,303	984,814	1,001,466	1,114,803	1,141,976	1,207,115	1,026,028	1,090,632	957,312	971,336	12,118,190
Subtotal - International	143,554	134,850	158,511	151,596	164,980	185,979	183,311	188,636	176,761	169,375	153,831	170,207	1,981,591
Subtotal Terminal 1	928,126	963,683	1,167,814	1,136,410	1,166,446	1,300,782	1,325,287	1,395,751	1,202,789	1,260,007	1,111,143	1,141,543	14,099,781
Terminal 2													
Concourse E	120,620	128,563	167,063	157,406	164,521	185,597	193,494	147,070	153,436	161,700	157,596	167,487	1,904,553
Concourse F and E/F Stem	289,229	312,589	385,683	376,742	380,172	427,724	446,056	406,455	338,715	393,153	335,039	336,011	4,427,568
Subtotal Terminal 2	409,849	441,152	552,746	534,148	544,693	613,321	639,550	553,525	492,151	554,853	492,635	503,498	6,332,121
Subtotal - Domestic	394,403	424,332	530,975	513,607	522,079	585,468	609,223	523,582	466,989	529,631	474,795	488,213	6,063,297
Subtotal - International	15,445	16,820	21,771	20,541	22,614	27,853	30,328	29,943	25,162	25,222	17,840	15,285	268,824
Subtotal Terminal 2	409,848	441,152	552,746	534,148	544,693	613,321	639,551	553,525	492,151	554,853	492,635	503,498	6,332,121
Terminal 3													
Concourse G	185,788	207,501	227,863	207,293	197,714	211,996	223,044	223,658	208,944	223,647	191,049	192,298	2,500,795
Terminal 3 Building and H/K Stem	176,144	150,218	164,525	182,983	183,863	237,514	248,489	241,070	218,983	241,446	211,846	210,745	2,467,826
Concourse H	225,034	237,509	285,883	275,761	288,388	337,609	341,362	326,179	298,533	307,388	273,477	281,213	3,478,336
Concourse K	280,658	298,870	364,907	346,870	372,663	364,569	345,256	338,706	316,490	351,691	322,450	337,152	4,040,282
Concourse L	125,178	177,114	226,236	210,278	204,793	243,333	249,410	227,433	185,633	206,761	180,968	195,492	2,432,629
Subtotal Terminal 3	992,802	1,071,212	1,269,414	1,223,185	1,247,421	1,395,021	1,407,561	1,357,046	1,228,583	1,330,933	1,179,790	1,216,900	14,919,868
Subtotal - Domestic	911,926	1,016,535	1,177,863	1,139,589	1,145,596	1,284,819	1,300,327	1,253,072	1,121,837	1,237,555	1,095,469	1,118,849	13,803,437
Subtotal - International	80,876	54,677	91,551	83,596	101,825	110,202	107,234	103,974	106,746	93,378	84,321	98,051	1,116,431
Subtotal Terminal 3	992,802	1,071,212	1,269,414	1,223,185	1,247,421	1,395,021	1,407,561	1,357,046	1,228,583	1,330,933	1,179,790	1,216,900	14,919,868
Airport													
Total - Domestic	2,090,901	2,269,700	2,718,141	2,638,010	2,669,141	2,985,090	3,051,526	2,983,769	2,614,854	2,857,818	2,527,576	2,578,398	31,984,924
Total - International	239,875	206,347	271,833	255,733	289,419	324,034	320,873	322,553	308,669	287,975	255,992	283,543	3,366,846
Total Enplanements	2,330,776	2,476,047	2,989,974	2,893,743	2,958,560	3,309,124	3,372,399	3,306,322	2,923,523	3,145,793	2,783,568	2,861,941	35,351,770

**O'Hare International Airport
2005 Enplanements by Concourse**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Terminal 1													
Concourse B	435,526	409,730	506,079	471,181	505,400	525,597	525,190	509,341	477,947	502,213	469,272	476,346	5,813,822
Concourse C	562,187	532,074	653,060	604,636	645,921	673,227	672,074	651,674	608,827	644,856	609,454	618,910	7,476,900
Subtotal Terminal 1	997,713	941,804	1,159,139	1,075,817	1,151,321	1,198,824	1,197,264	1,161,015	1,086,774	1,147,069	1,078,726	1,095,256	13,290,722
Subtotal - Domestic	832,834	794,260	976,905	907,342	961,359	999,774	1,000,274	963,335	900,605	965,137	925,696	973,888	11,201,409
Subtotal - International	164,879	147,544	182,234	168,475	189,962	199,050	196,990	197,680	186,169	181,932	153,031	121,368	2,089,314
Subtotal Terminal 1	997,713	941,804	1,159,139	1,075,817	1,151,321	1,198,824	1,197,264	1,161,015	1,086,774	1,147,069	1,078,727	1,095,256	13,290,723
Terminal 2													
Concourse E	162,282	167,014	231,317	213,870	246,633	251,531	251,623	242,159	202,011	229,080	231,734	230,376	2,659,630
Concourse F and E/F Stem	279,386	281,915	378,516	358,109	376,264	430,947	422,347	409,672	414,231	354,378	282,489	285,466	4,273,720
Subtotal Terminal 2	441,668	448,929	609,833	571,979	622,897	682,478	673,970	651,831	616,242	583,458	514,223	515,842	6,933,350
Subtotal - Domestic	427,514	433,982	589,123	553,950	602,534	660,489	657,071	635,276	597,884	565,715	501,311	504,016	6,728,865
Subtotal - International	14,154	14,947	20,710	18,029	20,363	21,989	16,899	16,555	18,358	17,743	12,912	11,826	204,485
Subtotal Terminal 2	441,668	448,929	609,833	571,979	622,897	682,478	673,970	651,831	616,242	583,458	514,223	515,842	6,933,350
Terminal 3													
Concourse G	168,820	171,766	213,584	211,507	228,275	233,355	243,757	251,022	226,368	235,897	215,472	210,150	2,609,973
Terminal 3 Building and H/K Stem	193,401	200,493	258,091	253,701	262,942	271,411	273,346	243,249	234,651	222,198	224,502	234,154	2,872,139
Concourse H	247,232	244,616	324,548	310,775	316,229	326,301	343,925	327,358	273,996	297,725	301,019	280,494	3,594,218
Concourse K	313,808	320,504	408,382	338,101	368,946	425,234	392,932	380,768	366,280	379,131	353,766	334,666	4,382,518
Concourse L	137,076	131,365	181,029	153,462	183,321	179,930	230,403	218,804	186,187	215,933	168,958	202,913	2,189,381
Subtotal Terminal 3	1,060,337	1,068,744	1,385,634	1,267,546	1,359,713	1,436,231	1,484,363	1,421,201	1,287,482	1,350,884	1,263,717	1,262,377	15,648,229
Subtotal - Domestic	972,258	984,167	1,277,336	1,162,850	1,243,808	1,314,534	1,359,661	1,307,122	1,183,921	1,260,365	1,182,575	1,177,579	14,426,176
Subtotal - International	88,079	84,577	108,298	104,696	115,905	121,697	124,702	114,079	103,561	90,519	81,141	84,798	1,222,052
Subtotal Terminal 3	1,060,337	1,068,744	1,385,634	1,267,546	1,359,713	1,436,231	1,484,363	1,421,201	1,287,482	1,350,884	1,263,716	1,262,377	15,648,228
Airport													
Total - Domestic	2,232,606	2,212,409	2,843,364	2,624,142	2,807,701	2,974,797	3,017,006	2,905,733	2,682,410	2,791,217	2,609,582	2,655,483	32,356,450
Total - International	267,112	247,068	311,242	291,200	326,230	342,736	338,591	328,314	308,088	290,194	247,084	217,992	3,515,851
Total Enplanements	2,499,718	2,459,477	3,154,606	2,915,342	3,133,931	3,317,533	3,355,597	3,234,047	2,990,498	3,081,411	2,856,666	2,873,475	35,872,301

**O'Hare International Airport
2006 Enplanements by Concourse**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Terminal 1													
Concourse B	394,112	411,707	510,048	484,246	507,745	528,712							2,836,570
Concourse C	531,950	562,212	684,627	653,724	680,643	719,599							3,832,755
Subtotal Terminal 1	926,062	973,919	1,194,675	1,137,970	1,188,388	1,248,311							6,669,325
Subtotal - Domestic	765,224	827,705	1,036,900	961,173	988,888	1,037,962							5,617,852
Subtotal - International	160,838	146,214	157,775	176,797	199,500	210,349							1,051,473
Subtotal Terminal 1	926,062	973,919	1,194,675	1,137,970	1,188,388	1,248,311							6,669,325
Terminal 2													
Concourse E	210,100	194,058	226,266	232,319	235,304	277,253							1,375,300
Concourse F and E/F Stem	309,773	330,627	405,431	364,129	387,630	386,377							2,183,967
Subtotal Terminal 2	519,873	524,685	631,697	596,448	622,934	663,630							3,559,267
Subtotal - Domestic	509,081	515,339	620,455	582,226	606,989	647,293							3,481,383
Subtotal - International	10,792	9,346	11,242	14,222	15,945	16,337							77,884
Subtotal Terminal 2	519,873	524,685	631,697	596,448	622,934	663,630							3,559,267
Terminal 3													
Concourse G	211,126	205,228	231,721	231,301	258,145	258,966							1,396,487
Terminal 3 Building and H/K Stem	203,260	189,737	251,357	243,726	238,098	273,262							1,399,440
Concourse H	267,636	274,083	338,994	306,820	310,559	319,900							1,817,992
Concourse K	296,947	283,598	357,173	331,392	336,058	377,388							1,982,556
Concourse L	107,316	111,264	140,428	129,842	125,128	150,924							764,902
Subtotal Terminal 3	1,086,285	1,063,910	1,319,673	1,243,081	1,267,988	1,380,440							7,361,377
Subtotal - Domestic	1,006,362	989,750	1,216,740	1,148,551	1,153,890	1,261,332							6,776,625
Subtotal - International	79,923	74,160	102,933	94,530	114,098	119,108							584,752
Subtotal Terminal 3	1,086,285	1,063,910	1,319,673	1,243,081	1,267,988	1,380,440							7,361,377
Airport													
Total - Domestic	2,280,667	2,332,794	2,874,095	2,691,950	2,749,767	2,946,587							15,875,860
Total - International	251,553	229,720	271,950	285,549	329,543	345,794							1,714,109
Total Enplanements	2,532,220	2,562,514	3,146,045	2,977,499	3,079,310	3,292,381							17,589,969

Attachment B

Pre-Proposal Meeting and Tour Registration Form

Attendee Name _____

Company Name _____

Phone Number _____

Fax Number _____

E-mail Address _____

The Pre-Proposal Meeting and Tour will be held on **Monday, October 16, 2006 at 2:30 pm CDT** in the Unison-Maximus conference room on the Mezzanine Level of Terminal 3. All interested parties are invited to attend the meeting and tour. The City will address questions regarding the RFP at the Pre-Proposal Meeting and will respond both to questions raised on the day of the meeting, and to questions faxed or mailed prior to the meeting. The Pre-Proposal Meeting will be followed by a guided tour of the Airport.

The tour occurs on the secured side of the Airports; therefore, unless an attendee is flying on the day of the meeting, it will be necessary to escort attendees through the security checkpoint. To facilitate security clearance, the City requests interested individuals register for the Pre-Proposal Meeting and Tour. Please complete and fax this Form to:

Unison-Maximus Retail Management
(773) 894-3900 phone
(773) 894-3910 fax

- Attendees must sign up at least **two** business days in advance of the meeting date in order to participate in the tour.
- To participate in the tour, attendees must bring current picture identification, such as a driver's license or passport.
- Respondents are requested to limit the number of attendees to **not more than two people**.
- The Airport will confirm the location and escort procedures with you after receipt of the Registration Form.

Attachment C

Floor Plans

[Concession Floor Plans constituting Attachment C are available on the Department's web site www.flychicago.com, under the "Business Opportunities" and "Concessions" links.]

Attachment D
Historical Sales by Package
Rental Structures

[Following are historical sales and rent statistics
for the offered locations.]

HISTORICAL SALES STATISTICS BY PACKAGE

Space	Sq. Ft.	Facility Type	Current Tenant	2005	Gross Sales 2004	2003
B.88.B	788	in-line	DFA	5,084,700	3,960,309	2,636,686
C.24.A (Note 1)	182	kiosk	DFA	3,476,710	2,334,981	1,982,992
EF.12.A	250	kiosk	DFA	638,937	694,573	542,371
HK.36.A	1,235	in-line	DFA	5,057,417	3,916,549	3,507,050
H.35.A (Note 2)	542	in-line	DFA	808,651	722,157	593,429

Note 1: Current store is a kiosk near the offered location. Current store will be remerchandised and is not part of this RFP.

Note 2: Current store will be remerchandised and is not part of this RFP.

RENTAL RATE STRUCTURES
For Current Concessionaires

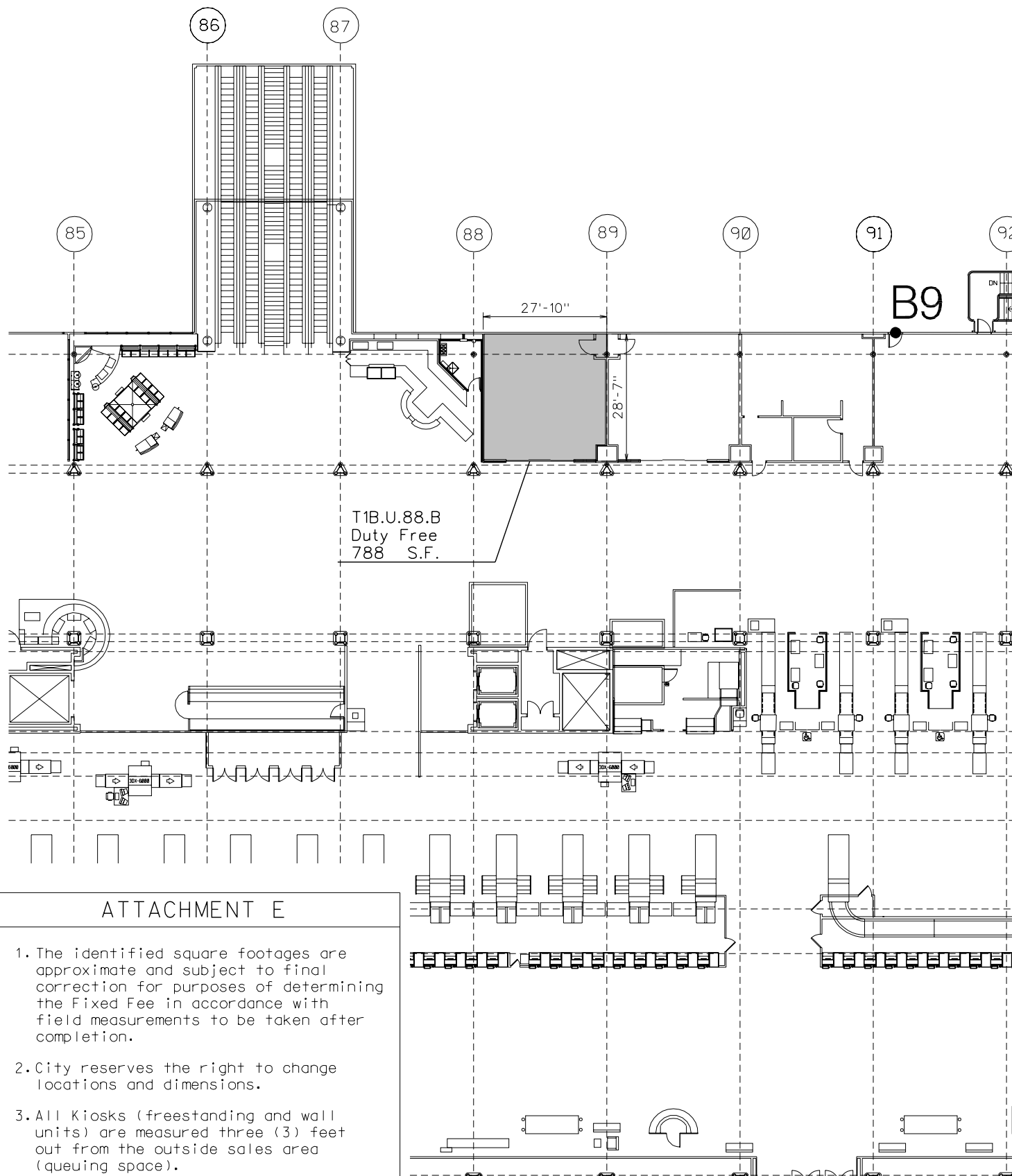
Concessionaire	2005 Minimum Annual Guaranteed Fee	Percentage Fee Rate	Product Category or Sales Tier	Number of Stores
DFA (Note 1)	\$2,278,857	20%	< \$2 million	5
		22%	\$2 million to \$4 million	
		24%	\$4 million to \$6 million	
		26%	\$6 million to \$10 million	
		30%	> \$10 million	

Note 1: The current agreement is with one concessionaire operating five locations in the domestic terminals, four of which are included in this RFP.

Attachment E

Lease Outline Drawings for Offered Locations

[Following are Lease Outline Drawings
of offered spaces by Package.]



ATTACHMENT E

1. The identified square footages are approximate and subject to final correction for purposes of determining the Fixed Fee in accordance with field measurements to be taken after completion.
2. City reserves the right to change locations and dimensions.
3. All Kiosks (freestanding and wall units) are measured three (3) feet out from the outside sales area (queuing space).

Chicago O'Hare International Airport
Richard M. Daley • Mayor

Department of Aviation
Nuria I. Fernandez • Commissioner

U N I S O N - M A X I M U S

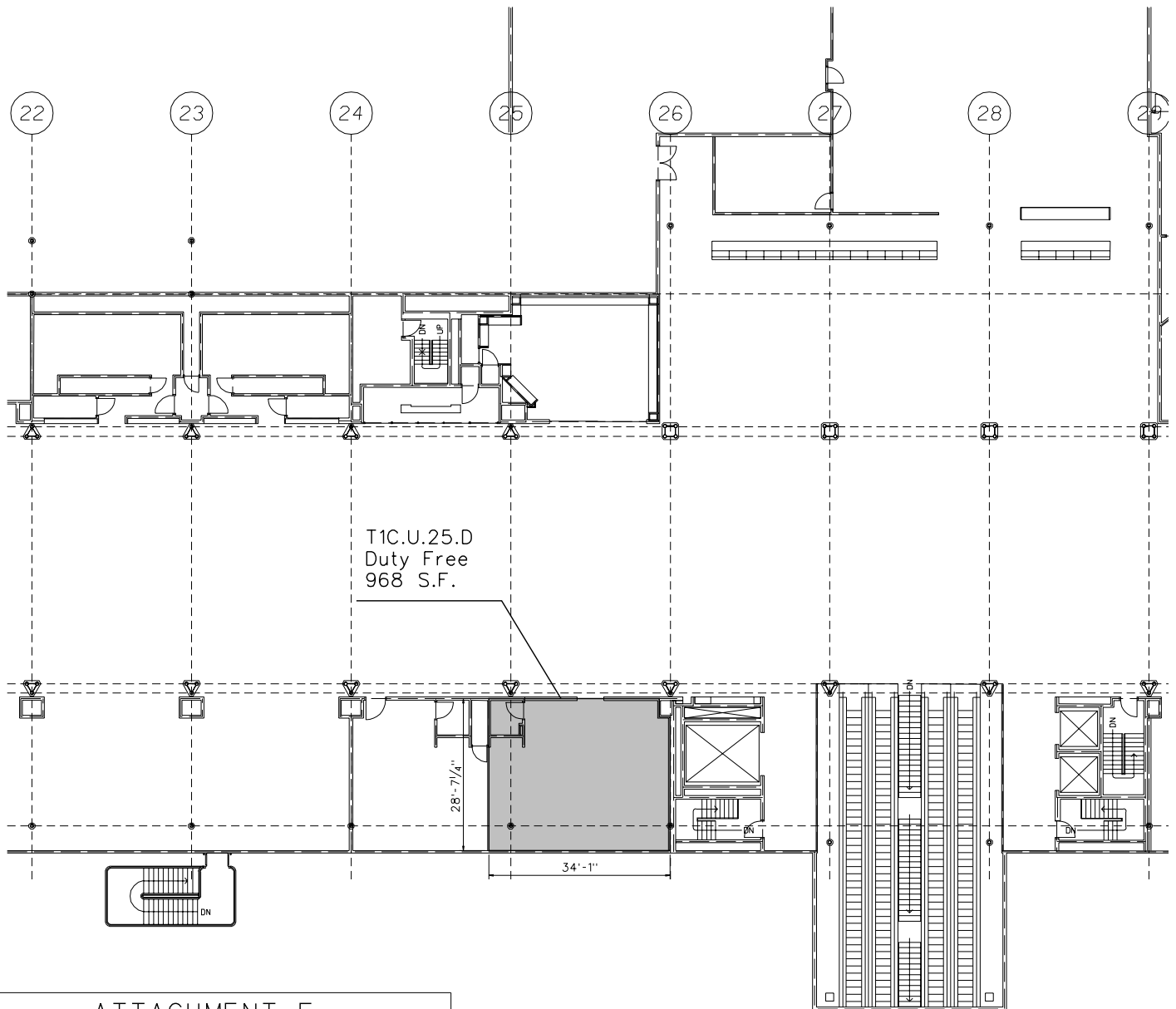
Terminal 1 / Concourse B

RFP for
Duty Free Concessions

Scale: 1" = 30'-0"

Date: August 1, 2006

Created by CAD Services



ATTACHMENT E

1. The identified square footages are approximate and subject to final correction for purposes of determining the Fixed Fee in accordance with field measurements to be taken after completion.
2. City reserves the right to change locations and dimensions.
3. All Kiosks (freestanding and wall units) are measured three (3) feet out from the outside sales area (queuing space).

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U N I S O N - M A X I M U S

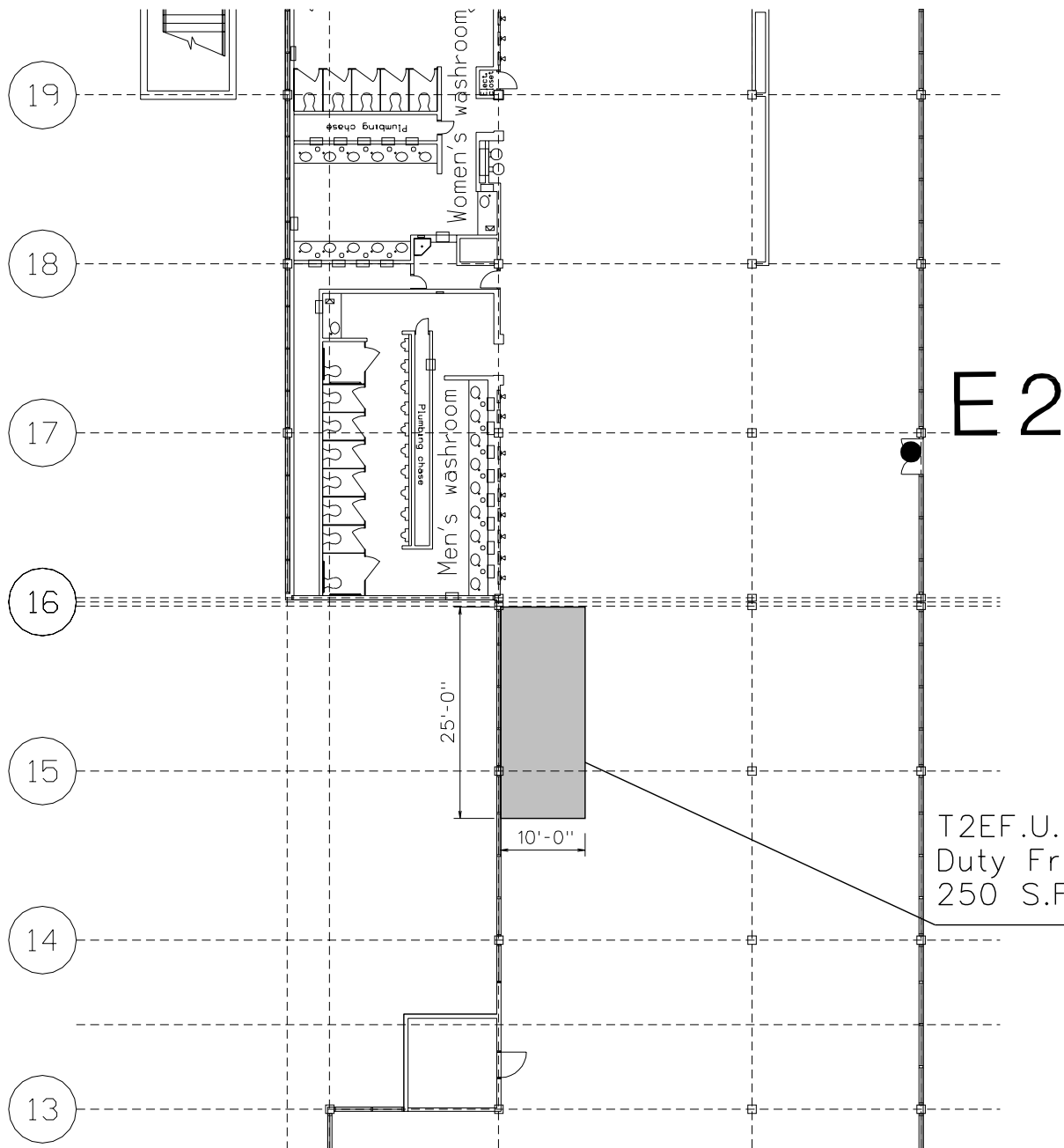
Terminal 1 / Concourse C

RFP for
Duty Free Concessions

Scale: 1" = 30' - 0"

Date: August 1, 2006

Created by CADD Services



ATTACHMENT E

1. The identified square footages are approximate and subject to final correction for purposes of determining the Fixed Fee in accordance with field measurements to be taken after completion.
2. City reserves the right to change locations and dimensions.
3. All Kiosks (freestanding and wall units) are measured three (3) feet out from the outside sales area (queuing space).

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U N I S O N - M A X I M U S

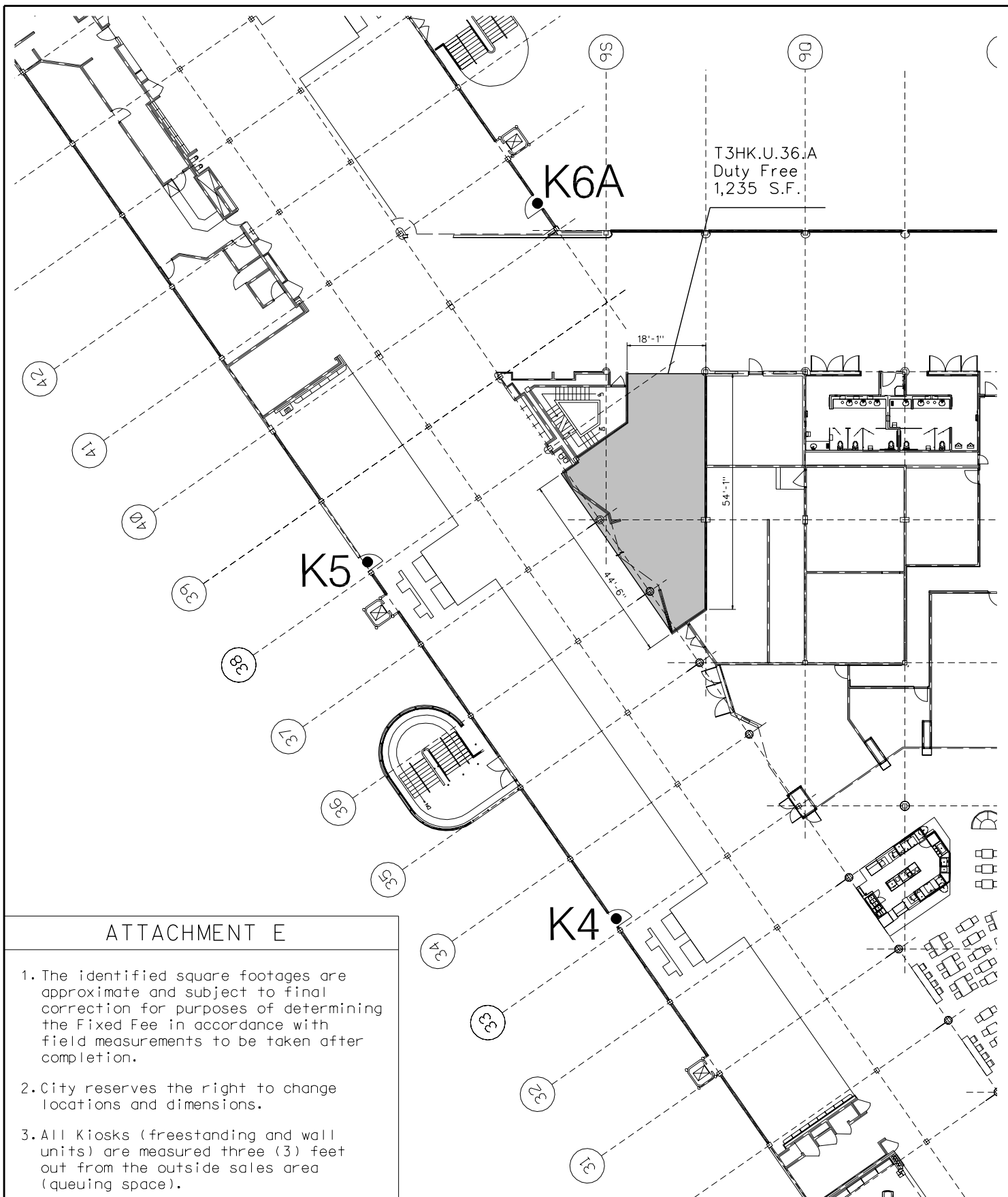
Terminal 2 / Concourse EF

RFP for
Duty Free Concessions

Scale: 1" = 20'- 0"

Date: August 1, 2006

Created by CAD Services



ATTACHMENT E

1. The identified square footages are approximate and subject to final correction for purposes of determining the Fixed Fee in accordance with field measurements to be taken after completion.
2. City reserves the right to change locations and dimensions.
3. All Kiosks (freestanding and wall units) are measured three (3) feet out from the outside sales area (queuing space).

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U N I S O N - M A X I M U S

Terminal 3 / Concourse K

RFP for
Duty Free Concessions

Scale: 1" = 30' - 0"

Date: August 1, 2006

Created by CAD0 Services

Attachment F

Experience and Qualifications Statement

Provide the following information for the Respondent and any proposed subtenants. Complete a separate statement for each subtenant. Use additional sheets if necessary.

1. Respondents must submit sufficient information for the City to determine that a Respondent meets the qualifications established by the City and to assess the extent and performance of a Respondent's business relevant to the offered concession. Please list store locations owned and operated by the Respondent in the past **five** years, including address, number of separate facilities at each location, opening/closing dates, description of concepts, and annual gross sales over the past five years. For purposes of this Attachment, a "location" is a distinct airport, airport unit terminal, major transportation center, shopping center, or other high-traffic/high-volume retail environment. It is not necessary to list the sales of individual facilities within multiple-facility locations. Use the format below; attach additional pages as necessary.

Location	Number of Facilities	Opening Date	Closing Date	Description of Concept	-----Gross Sales-----				
					2005	2004	2003	2002	2001

2. Attach photographs of the interior and exterior of any existing stores or other similar facilities.
3. Furnish any other additional information that will indicate your duty free retail experience as it pertains to this RFP.
4. Attach resumes of key personnel, including principles and on-site management. Also include a brief description of their potential roles in store operations at the Airport.

Attachment G

Store Concept and Design

1. Provide the proposed store name and a brief description of the merchandising concept for each location.

Location	Store Name	Brief Description of Concept

2. For each store concept, provide the proposed merchandising and approximate price range for each category of items.

Location/Store Name	Merchandise Category and Description	Price Range

3. Describe the methods you will use to monitor and remain current with duty free retail trends during the term of the Agreement.

Attachment H

Compensation to the City

List in the spaces provided below, the Minimum Annual Guarantee Rent (“MAG”) you propose to pay the City during the first two years of the Term and proposed Percentage Rate(s) by merchandise category, location and/or revenue tier, if applicable.

- 1) **Proposed MAG** \$ _____
(in dollars per year for the
first and second contract years)

- 2) **Proposed Percentage Fee Rate(s)**
In the space below, please enter the proposed Percentage Fee Rate(s) for each merchandise category and/or revenue tiers (as applicable)

Merchandise Category / Location / Revenue Tiers (as applicable)	Percentage Fee Rate

Attachment I

Projected Sales, Net Income and Cash Flow

Provide a projection of sales, expenses, net income and cash flow for each store location. Describe major assumptions. Use the following format for a separate projection for each location. Attach additional sheets as necessary.

Location _____ Store Name _____

Category	Year 1	Year 2	Year 3
Gross Sales			
Less: Costs of Goods Sold			
Equals: Gross Profits			
Operating Expenses:			
Rent to City			
Salaries/Wages/Benefits			
Utilities and Telephone			
Maintenance/Cleaning/Supplies			
Insurance			
Marketing/Advertising			
Franchise/Royalty Fees			
General & Administration			
Interest			
Depreciation and Amortization			
Other (Please Specify)			
Total Expenses			
Net Income			
Add: Depreciation and Amortization			
Equals: Cash Flow from Operations			
Beginning Cash Balance			
Add: Cash Flow from Operations			
Less: Debt Service (Principal Only)			
Less: Capital Expenditures			
Equals: Ending Cash Balance			

Assumptions:

Attachment J

Capital Investment and Financing Sources Plan

Please provide estimated capital investment for each store location and financing sources. Indicate improvements and furnishings, fixtures and equipment. If Respondent is a partnership, joint venture, or LLP or LLC, indicate the percentage of equity or borrowings that each partner, joint venturer, or LLP or LLC member or manager will provide. Use the following format. Attach additional sheets if necessary.

Location _____ Store Name _____

Respondent's Estimated Capital Investment

A. Architectural & Engineering Fees	\$ _____
B. Improvements	\$ _____
C. Furnishing, Fixtures and Equipment	\$ _____
D. Working Capital	\$ _____
E. Initial Inventory	\$ _____
F. Improvements Completion Bond	\$ _____
G. Other (please specify)	\$ _____
H. Total Investment	\$ _____

Financing Sources

A. Debt (by source)	\$ _____
B. Equity	\$ _____
C. Total Investment	\$ _____

Attachment K

Disadvantaged Business Enterprise Plan

1. Indicate total proposed ACDBE participation: _____%
2. List ACDBE participants and indicate if ACDBE participant is a subtenant, joint venture partner, supplier, etc. Also indicate the ownership percentage of the ACDBE and the role that the ACDBE participant will have in the ownership, management and operation of the concession.

ACDBE Entity	Form of Participation	Participation Percentage	Role/Scope of Work

3. Attach resumes for key personnel/principals of the ACDBE entities.

Attachment L

Disadvantaged Business Enterprise (DBE) Forms

[Schedules D and C follow]

SCHEDULE D: AFFIDAVIT OF PRIME CONTRACTOR
Regarding Disadvantaged Business Enterprises (DBEs)
(FTA and FHWA Funded Projects)

Project Name: _____
 Department Project No: _____
 Specification No: _____

State of _____)

County (City) of _____)

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the _____ and duly authorized representative of _____
(Title of Affiant) (Name of Prime Contractor)
 and that I have personally reviewed the material and facts set forth in and submitted with the attached Schedules of Disadvantaged Business Enterprises (DBE), Schedule Cs and Schedule Bs (if applicable), being such information.

Names of DBE Firms	Type of Work to be Performed (in accordance with Schedule Cs)	Credit Toward DBE Goal
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Total DBE Credit: \$_____

Schedule D: Affidavit of Prime Contractor (FTA/FHWA Funded Projects)

To the best of my knowledge, information and belief, the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedules, and will enter into such agreements within five (5) business days after receipt of the contract executed by the City of Chicago. Copies of each signed subcontract, purchase order, or other agreement will be submitted to the Department of Purchases, Contracts, and Supplies so as to assure receipt within ten (10) business days after Award.

The Prime Contractor designates the following person as their DBE Liaison Officer:

(Name – Please print or type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or type)

(Signature)

(Name of Affiant)

(Date)

On this _____ day of _____, 20____,

The above signed officer, _____,
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

Seal

Commission expires: _____

SCHEDULE C**Letter of Intent from DBE to Perform
As Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: _____
Department Project Number: _____
Specification Number: _____

From: _____
(Name of DBE Firm)

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The DBE status of the undersigned is confirmed by the attached **Letter of Certification** from the **City of Chicago** dated _____ (or letter of certification from the Illinois Department of Transportation dated _____). If proposing to perform as a DBE/non-DBE Joint Venture, then Letter of Certification from DBE venturer is attached along with completed Schedule B and joint venture agreement.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sub (or Grand) Total: \$ _____

Partial Pay Items. (for any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount):

Grand Total: \$ _____

If more space is needed to fully describe the DBE firm's (or DBE/non-DBE joint venturer's) proposed scope of work and/or payment schedule, attach additional sheets.

Schedule C: Letter of Intent from DBE**SUB-SUBCONTRACTING LEVELS**

____ % of the dollar value of the DBE's subcontract will be sublet to non-DBE contractors.

____ % of the dollar value of the DBE's subcontract will be sublet to DBE contractors.

NOTICE: IF DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

NOTICE: IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE (AND ACCOMPANYING ATTACHMENTS) TO BE SUBMITTED WITH ORIGINAL SIGNATURES.

Signature of Owner, President, or Authorized Agent of DBE

Name/Title (Print)

Date

Phone

If proposing to perform as a DBE/non-DBE Joint Venture:

Signature of Owner, President, or Authorized Agent of non-DBE

Name/Title (Print)

Date

Phone

Attachment M

Form of References

*Please use the following format for each of the **three** required references:*

REFERENCE NO. __

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of association (including years):

Attachment N

Proposal Affidavit

The undersigned Respondent hereby submits to the City of Chicago (“City”) Department of Aviation (“Department”) the Proposal enclosed, to operate as a concessionaire at Chicago O’Hare International Airport (“Airport”) based upon all terms and conditions set forth in the City’s Request for Proposals to Develop and Operate Duty Free Retail Concession dated October 6, 2006 (“RFP”), as it may have been amended in one or more addenda thereto. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

1. Respondent intends that the City rely on the Respondent’s submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal and the Lease and Concession Agreement (“Agreement”) to be executed by the City and respondent awarded the concession, and Respondent understands the City will so rely.
2. Respondent acknowledges that the City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Respondent.
3. Respondent acknowledges that Respondent has read and fully understands all the provisions and conditions set forth in the RFP and considers the project feasible.
4. Respondent acknowledges that the City is obligated to adhere to certain Grant Assurances as a recipient of federal grant funds and adherence to said Grant Assurances will become an obligation of the Respondent if Respondent is awarded this concession.
5. Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal.
6. Respondent acknowledges that this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the date and time responses to this RFP are due to be submitted to the City, as set forth in the RFP documents.
7. The City reserves the right to reject any and all proposals, to withdraw the RFP, to reissue the RFP, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best level of service to the traveling public.
8. Respondent agrees that this Proposal constitutes an offer valid for a period of 150 days following the Due Date set forth in the RFP and Addenda.
9. Respondent solely will bear all costs incurred by Respondent in connection with the preparation and submission of this Proposal and with Respondent’s costs associated with any negotiations with the City. Under no circumstances, shall the City be responsible for any costs associated with Respondent’s submittal or negotiations of any agreement with the City.

10. Respondent acknowledges that the City will not recognize brokers with regard to the leases offered by the RFP and will not be responsible for any fees, expenses or commissions purported to arise from the execution of any lease related to this RFP. Respondent agrees to hold harmless the City from any claims, demands, actions or judgments in connection with any broker fees, expenses or commissions.
11. Respondent acknowledges that the City may conduct various investigations of the Respondent's business experience, financial responsibility, and character. Respondent agrees to permit and cooperate with any such investigations.

Respondent warrants that: 1) Respondent has not in any manner directly or indirectly, conspired with any person or party to compete unfairly or compromise the competitive nature of the RFP process; 2) the contents of this Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal; and 3) engaged in any activities in restraint of trade in connection with this RFP.

Name of Respondent (Legal Name): _____

Signature of Authorized Person: _____

Title: _____

Business Address of Respondent: _____

Business Phone Number: _____

Date: _____

County of _____

State of _____

Signed and sworn before me this ____ day of _____, 2006.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

Attachment O

Business Information Statement

Instruction: Provide the following information for the entity or individual completing this Statement (the "Reporting Entity").

A. Basic Information:

1. Name of Reporting Entity completing this form:

2. Relationship of Reporting Entity to Respondent:

B. Reporting Entity Information

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

4. Contact Person's Name/Title:

5. Is Reporting Entity an ACDBE certified by the Illinois UCP?
 - ☐ Yes ⇒ *{attach copy of current certification letter}*
 - ☐ No

6. Form of Reporting Entity

- ☐ Corporation ⇒ *{skip to Section C}*
- ☐ Partnership ⇒ *{skip to Section D}*
- ☐ Joint Venture ⇒ *{skip to Section E}*
- ☐ Limited Liability Company ⇒ *{skip to Section F}*
- ☐ Limited Liability Partnership ⇒ *{skip to Section G}*
- ☐ Individual ⇒ *{finished with form}*

C. If Reporting Entity is a corporation, please answer the following:

1. When incorporated? _____

2. Is the corporation incorporated in the State of Illinois?

- ☐ Yes ⇒ *{skip to Question C6}*
- ☐ No

3. Is the corporation registered to do business in Illinois?

- ☐ Yes ⇒ When: _____
- ☐ No

4. Name, address and phone number of registered Illinois agent.

5. Attach Certificate of Authority to transact business in Illinois.

6. The corporation is:

- ☐ Public
- ☐ Private

Continued on next page

7. Provide the name, title, and address of each director, officer, and principal shareholder owning 7.5% or more of the corporation's issued stock (use additional pages as necessary).

<i>Director's Name</i>	<i>Address</i>	<i>Principal Business Affiliation (Other than Respondent's Directorship)</i>
<i>Officer's Name</i>	<i>Address</i>	<i>Position</i>
<i>Principal Shareholder</i>	<i>Address</i>	<i>Percent Owned</i>

Additional Instruction: if any principal shareholder is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

D. If Reporting Entity is a partnership, please answer the following:

1. Date of organization? _____
2. Type of partnership?
 - ☐ General partnership
 - ☐ Limited partnership
3. Has the partnership done business in Illinois?
 - ☐ Yes ⇨ When? _____ Where? _____
 - ☐ No
4. Attach a copy of the partnership agreement. If the partnership agreement does not set forth the duties and obligations of each partner with respect to the business of the partnership, provide a statement indicating such.
5. Provide the name, address, and partnership share of each partner (use additional pages as necessary).

<i>Partner's Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any partner is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

E. If Reporting Entity is a joint venture, please answer the following:

1. Date of organization? _____

2. Has the joint venture done business in Illinois?

☐ Yes ⇨ When? _____ Where? _____

☐ No

3. Attach a copy of the joint venture agreement. If a joint venture agreement does not exist, or if the joint venture agreement does not set forth the duties and obligations of each partner with respect to the business of the joint venture, provide a sworn statement signed by all joint venturers setting forth the duties and obligations of each joint venturer with respect to the business of this joint venture. Percentages of ownership and distribution of profits in the venture shall be provided. A description of arrangements in the event of dissolution and termination of the venture shall be supplied.

4. Provide the name, address, and ownership share of each joint venturer (use additional pages as necessary).

<i>Joint Venturer's Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any joint venturer is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

F. If Reporting Entity is a Limited Liability Company ("LLC"), please answer the following:

1. Date of organization? _____
2. Are LLC Articles of Organization recorded?
☐ Yes ⇨ Date _____
☐ No
3. Has the LLC done business in Illinois?
☐ Yes ⇨ When? _____ Where? _____
☐ No
4. Provide a copy of the LLC Articles of Organization.
5. Provide a copy of the LLC Management or Operating Agreement
6. Provide the name, address, and ownership share of each LLC member having a membership interest of 7.5% or more (use additional pages as necessary).

<i>Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any LLC member listed above is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

G. If Reporting Entity is a Limited Liability Partnership (“LLP”), please answer the following:

1. Date of organization? _____
2. Are the LLP Articles of Organization recorded?
☐ Yes ⇨ Date _____
☐ No
3. Has the LLP done business in Illinois?
☐ Yes ⇨ When? _____ Where? _____
☐ No
4. Provide a copy of the LLP Articles of Organization.
5. Provide a copy of the LLP Management or Operating Agreement
6. Provide the name, address, and ownership share of each LLP member having a membership interest of 7.5% or more (use additional pages as necessary).

<i>Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any LLP member listed above is not an individual, that business entity must also submit a Business Information Statement.