

## Proposal Form I Proposal Affidavit Form

The undersigned Respondent hereby submits to the City of Chicago (“City”) through its Chicago Department of Aviation (“Department and/or CDA”) 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 ORDER Up RFP (“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 License Agreement (“Agreement”) to be executed by the City and Respondent, if Respondent is awarded this 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 Respondent acknowledges that this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the date and time responses to the RFP are due to be submitted to the City, as set forth in the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 180 days following the Due Date set forth in the RFP and any addenda thereto.
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 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.
11. 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.
12. 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) Respondent has not 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 \_\_\_\_\_, 20\_\_\_\_.

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Affix Seal