

**CHICAGO MIDWAY INTERNATIONAL AIRPORT**  
**REQUEST FOR PROPOSALS (RFPs)**  
**“TO INSTALL AND OPERATE A LUGGAGE CART RENTAL**  
**CONCESSION”**

**DATE: JULY 30, 2020**

Issued by:

**CITY OF CHICAGO**  
(Chicago Department of Aviation)

The City of Chicago (“City”) Department of Aviation (“Department”) invites the submission of proposals by qualified respondents to install and operate a Luggage Cart Rental Concession (the “Concession”) at Chicago Midway International Airport (“Midway” or “Airport”). This Request for Proposal (“RFP”) contains one package for all luggage cart rental operations in and outside the Terminal. All capitalized terms not defined in this RFP are defined in the attached sample agreement.

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 two (2) hard copies and five (5) flash drive 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 Luggage Cart Rental Concession at Chicago Midway International Airport.” The name and address of the respondent must also be clearly printed on the outside of the package.

**Deliver responses to:**

Castalia Serna  
Deputy Commissioner of Concessions and Customer Service  
Bid Resource Center  
Chicago Department of Aviation  
10510 E. Zemke Road  
Chicago, Illinois 60666

**PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP WILL BE ACCEPTED UNTIL**  
**4:00 P.M. CENTRAL TIME ON AUGUST 31, 2020**

**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 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 Sales for Offered Locations
- B. Floor Plans
- C. Historical Passenger Activity by Terminal (2015-2019)
- D. Special Conditions Regarding Airport Concessions  
Disadvantaged Business Enterprise (ACDBE) Commitment

### **FORMS**

- A. Experience and Qualifications Statement
- B. Luggage Cart Concession Plan
- C. Projected Gross Receipts by Concession Type
- D. Capital Investment and Financing Sources Plan
- E. Airport Concession Disadvantaged Business Enterprise Plan
- F. Airport Concession Disadvantaged Business Enterprise Forms  
and Information
- G. Proposed Concession Fee Rates
- H. Evidence of Signed Labor Peace Agreement
- I. Labor Peace Small Business Exception Claim
- J. Professional References
- K. Proposal Affidavit Form
- L. Business Information Statement
- M. Sexual Harassment Affidavit
- N. Proposal Checklist
- O. Exceptions

## **B. DESCRIPTION OF EXISTING OPERATIONS**

### **1. Project Background – Chicago Midway International Airport**

Chicago Midway International Airport (“Midway” or “Airport”) is the nation’s premier point-to-point airport, offering value-oriented business and leisure travel to more than 75 destinations. Midway is consistently ranked among the top 30 busiest airports in North America and has garnered several industry awards. The Airport resides on approximately 840 acres and is located within the City of Chicago. As of January 2020, there were 43 gates at Midway. As of February 2020, the number of concessions located at Midway International Airport was: 33 Food and Beverage, 24 News & Gift, Specialty Retail and Services with a 52% ACDBE participation rate (Airport Disadvantaged Business Enterprise Program). Total concessions space is over 52,000 square feet within the airport.

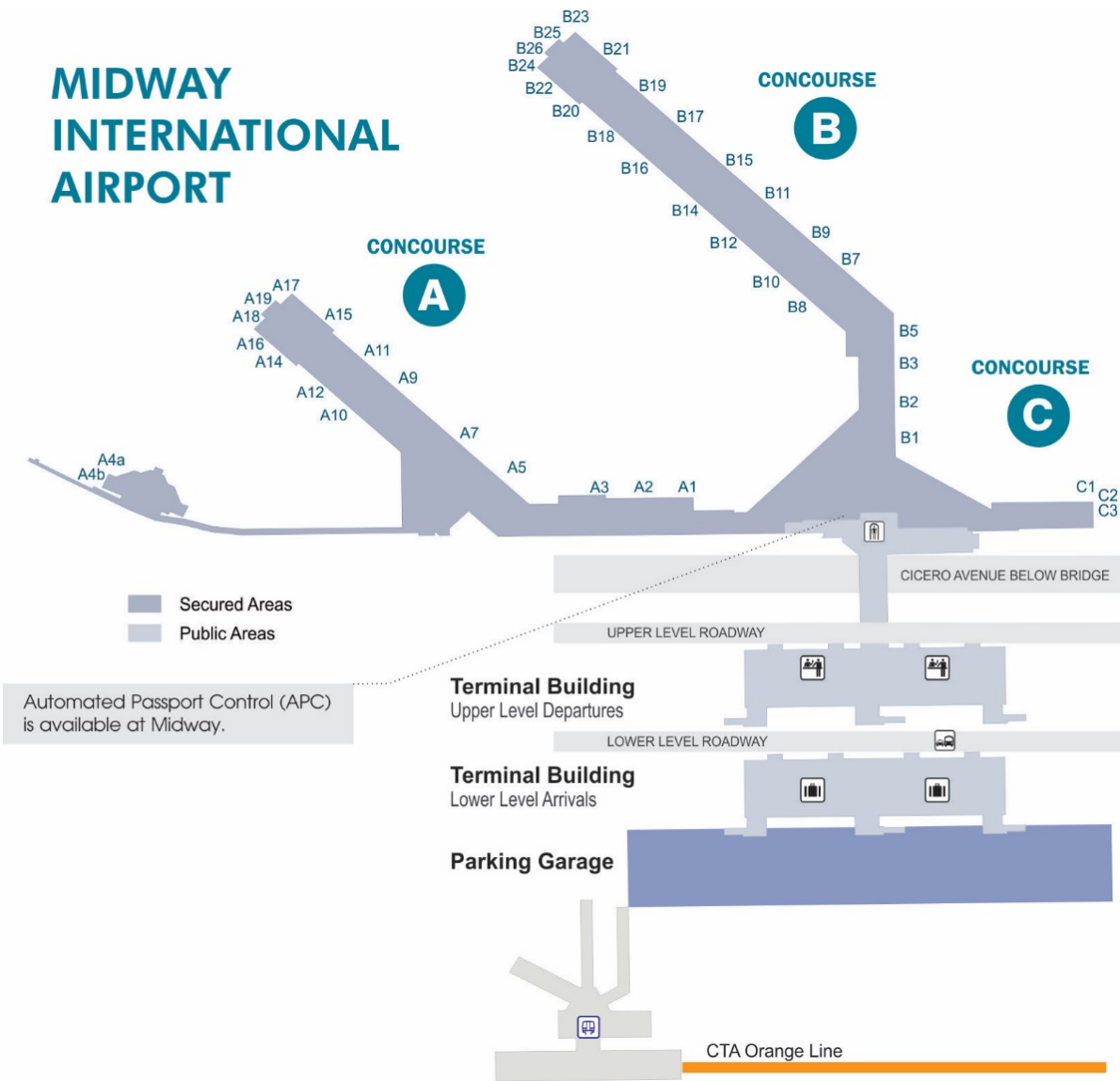
In 2019, over 22 million passengers used Midway- one of the fastest growing airports in the nation (historical and projected passenger activity is available in the Data Room). The Airport serves as Southwest Airlines’ largest operation in its network (by daily departures and passengers). Even with this strong growth in activity, the Airport can accommodate a 60% growth in aircraft operations and passengers over the next 20 to 30 years.

Midway is comprised of an Airside Terminal Building which opened in phases from 2001 through 2004. The 1,000,000 square foot building contains the Airport’s 43 gates along three concourses. Three of these gates, located on Concourse A, can serve inbound international passengers. Concourse A consists of 17 gates, which are utilized by all the airlines operating out of the airport, while Concourse B has 23 gates, all utilized by Southwest Airlines. Concourse C consists of 3 gates opened to charter flights and future airline expansion. The three concourses all connect in the central core Triangle, which also houses a large portion of the airport concessions.

The airport also has a Landside Terminal Building and Parking Garage located east of South Cicero Avenue. Opened in 2001, the Landside Terminal Building contains ticketing/check-in, outbound baggage systems and baggage claim. Adjacent to the Landside Terminal Building is the terminal Parking Garage, with approximately 2,500 spaces available to the public. The Airside and Landside Terminal Buildings are connected by a passenger bridge that crosses South Cicero Avenue. The Department seeks a business partner to provide luggage cart services to enhance the passenger’s travel experience at Midway.

### MIDWAY TERMINAL

The Airport Terminal is comprised of three (3) distinct concourses with 43 gates; Concourse A is primarily home to Allegiant, Delta, Volaris, North Country and Porter Airlines, Concourse B is home to Southwest Airlines and Concourse C utilized by Charter Airlines.



## 2. Schedule

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

<b>July 30, 2020</b>	<b>Release of RFP</b>
<b>August 4 –7, 2020</b>	<b>Tours upon request</b>
<b>August 20, 2020</b>	<b>Deadline for written questions</b>
<b>August 31, 2020</b>	<b>Due Date</b>

## 3. Proposal Due Date and Time

Respondents must deliver two (2) hard copies and five (5) flash drive copies of submitted proposals to the City at the address specified herein no later than 4:00 p.m. CST on **August 31, 2020** (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.

## 4. Pre-Proposal Meeting

While the City will **NOT** hold a pre-proposal meeting, all interested parties are invited to submit a written request for a tour. Tours will be limited to three (3) individuals in addition to CDA and Unison Retail Management staff. The City will address written questions regarding the RFP and will respond to questions in accordance with the procedures of this RFP. In order to facilitate security clearance for participants of the tour, the City requests that interested parties advise the City of their request for a tour date and time. To request a tour, call or send an email to:

Joseph Crump  
Unison Retail Management  
(773) 894-3905 phone  
Email: *MDWluggagecart2020RFP@cityofchicago.org*

All tours are on the secured side; therefore, unless an attendee is flying on the day of the tour, an escort through security will be required. Please note the procedures listed below for participating in the tour.

### **Tour Security Procedures**

- Proposers must sign up in advance to request a tour date and time. (If one does not wish to participate in the tour, then submission of a formal request 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 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.
- All tours will be offered on weekdays only from August 4, 2020 through August 7, 2020.
- All attendees will have to comply with social distancing guidelines and face masks are required to be worn at all times during the tour and while in the airport or any of its facilities, including the parking garage.

## 5. Questions and Interpretation of the RFP

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

Castalia Serna  
Deputy Commissioner of Concessions and Customer Service  
Bid Resource Center  
Chicago Department of Aviation  
10510 E. Zemke Road  
Chicago, Illinois 60666  
Email: *MDWluggagecart2020RFP@cityofchicago.org*

Only written questions will be accepted and must be submitted no later than August 20, 2020. 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](http://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.

### Submission of Multiple Proposals

This RFP offers one concession opportunity to provide luggage cart rental services at the Airport.

- Respondents must propose all preferred locations in and outside the Terminal and the City reserves the right to accept or reject any and all 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.
- Note: There is no preproposal meeting for this RFP.

## **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 luggage cart rental business that is like that which is contemplated under this RFP. Generally, this means that the business by which experience is claimed should be comprised of a similar concession in one or more large international airports serving at least one million enplanements per year.

### **Airport Concessions Disadvantaged Business Enterprise Participation**

Respondent must submit an Airport Concessions Disadvantaged Business Enterprise (“ACDBE”) participation plan that meets or exceeds the requirements for ACDBE participation at the Airport as further described in Section C.5 below.

### **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 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 F):

- 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.

#### **17. Title VI Solicitation Notice**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **18. City of Chicago Policy Prohibiting Sexual Harassment**

In accordance with Section 2-92-612 of the Chicago Municipal Code, the City's Policy Prohibiting Sexual Harassment requires all Proposers to attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Proposer has a written policy prohibiting sexual harassment which includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Respondent must sign a Sexual Harassment Affidavit included as FORM M.

## C. KEY BUSINESS TERMS AND GENERAL CONDITIONS

The following summarizes some of the key terms and conditions of the offered concessions. All capitalized terms are defined in the Sample Agreement. This RFP, and all exhibits, attachments 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 countersignature by the Mayor (“Effective Date”). The term (hereinafter “Term”) will commence on the Effective Date and will expire on the fifth anniversary of the Date of Beneficial Occupancy. The City reserves, at its sole discretion, the right to extend the Term up to two, 1-year optional years. Currently, the City expects to issue the locations included in this RFP in Late 2020.

### 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:

#### **Fixed License Fee**

The Fixed License fee equals \$57.86. per square foot of concession space (the space occupied by luggage cart dispensing and/or collecting devices, plus any storage or support space), and is increased annually by the prior full year Consumer Price Index for all Urban Consumers (“CPI-U”) Chicago, Naperville and Elgin area as of January 1<sup>st</sup> of each calendar year during the Term. The current luggage cart square footage for the Fixed License Fee totals approximately 195 square feet. For purposes of determining the Fixed License Fee, concession space includes both retail cart pickup and collection facility space and support space, if applicable. The Fixed License Fee is separate from the Commission Payable Fee described below.

#### **Commission Payable Fee**

The Commission Payable Fee equals the greater of (1) the Minimum Annual Guaranteed Fee (“MAG”) or (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.

There is no MAG for the first contract year of the Term. For the second contract year and years thereafter, the MAG will be set at 85% of the previous year's rental paid and shall never be less than the MAG set for the second contract year.

Respondent must propose Percentage Fee Rate(s) for the entire Term by location, revenue tier, and/or product category, as desired **but not less than 10%**. In the second and later contract years of the Term, the MAG will equal 85% of the Commission Payable Fee for the prior year, but will never be less than the second year MAG.

The MAG portion of the Commission Payable Fee is calculated by the City on an annual basis on each January 1<sup>st</sup> and is due monthly. 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.

Respondent may propose in addition to the Percentage Fee Rates an alternative Concession Fee in the Exceptions Form of this RFP although the City reserves the right to not accept or negotiate an alternative.

### **Federal Inspections Services Area Reimbursement Fee**

The Selected Respondent may NOT charge customers for the rental of luggage carts in the Federal Inspections Services Area of the Airport. The City will reimburse the Selected Respondent \$1.43 per cart usage increased annually by the prior full year CPI-U (Chicago, Naperville and Elgin area) over the Term.

### **3. Other Fees**

#### **Marketing Fee**

There is no Marketing Fee, for the purpose of advertising, publicity, promotional materials, events, directories, customer service training and other activities appropriate for marketing the concessions program at the Airport, associated with this request for proposal.

#### **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.

**Security Deposit**

Selected Respondent must deliver to the City, prior to the Commencement Date, but not later than 30 business days after the Effective Date, performance security in an amount equal to 25% of projected full Second Year MAG in the form of an irrevocable letter of credit issued in favor of the City or a cash deposit. The letter of credit will not be required to be adjusted, even as the MAG increases or decreases throughout the term.

**4. Capital Improvements**

Selected Respondent must redevelop all portions of the Leased Space in accordance with the approved Development Plan. The Agreement will include a provision that the minimum initial capital investment in the Concession space (to include leasehold improvements; utilities, 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 Selected Respondent's proposal.

The Selected Respondent must design and construct the Leased Space to conform to design standards as set forth in Tenant Design and Construction Procedures Manual ("TDCPM"). The City reserves the right to review and approve all improvements and other capital investments. The Agreement will include a provision that Selected Respondent will submit to the City detailed plans of its proposed facilities in accordance with the terms and conditions of the TDCPM, which will be provided to Selected Respondent. Upon written notice by the City of its approval of the plans, Selected Respondent will coordinate with the City with respect to the construction and installation of its facilities.

Selected Respondent will be responsible for all necessary permits. The City's Department of Buildings requires that permit applications be filed by an architect who has successfully completed the Department of Buildings Self-Certification Program. This three-day training program is open to Illinois licensed architects and engineers and is conducted periodically throughout the year. More information on this program and a list of architects and engineers that have completed the program are available on the City's website ([www.cityofchicago.org](http://www.cityofchicago.org)) or by contacting the Department of Buildings at (312) 743-3600.

**a. Condition of Premises**

The City will deliver all portions of the Leased Space to Selected Respondent in the current condition, "as is / where is." Selected Respondent will be required to buildout the Leased Space at its sole cost, including utilities, in order to accomplish the Development Plan.

**b. Sustainable Design**

As part of the City's goal to incorporate an environmentally sustainable design in building and infrastructure improvements, the City encourages the Selected Respondent to incorporate sustainable design practices in the redevelopment of the Leased Space. The City further encourages the Selected Respondent to include a LEED (Leadership in Energy and Environmental Design) accredited professional on its design team.

The main objectives of sustainable design are to avoid resource depletion of energy, water, and raw materials; prevent environmental degradation caused by facilities and infrastructure throughout their life cycle; and create built environments that are comfortable, safe, and productive. For additional information regarding the Department's objectives, please refer to the Department's "Sustainable Airport Manual" ("SAM") which may be found at the Airports Going Green website: <http://www.airportsgoinggreen.org/SAM>.

**c. MBE/WBE Participation in Design and Construction**

In addition to participation by certified Airport Concession Disadvantaged Business Enterprises ("ACDBEs") in the ownership and operation of the Concession, the goal of the City is to provide full and fair opportunities to businesses certified by the City as Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") in the design and construction of the Concession.

The Selected Respondent is expected to ensure that MBEs and WBEs have full and fair opportunities to compete for contracts or subcontracts in the design, construction, and installation of the Concession. The Agreement will require the Selected Respondent to submit for City approval, in connection with its Development Plan, an MBE/WBE participation plan. The Selected Respondent will be expected to undertake good faith efforts in a manner consistent with the good faith efforts described in the Special Conditions Regarding Airport Concession Disadvantaged Business Enterprise (ACDBE) Commitment attached hereto as Attachment D ("Special Conditions"). Failure to do so will be an event of default under the Concession Agreement.

The City's goals for participation in construction contracts are 26% MBE and 6% WBE. However, in consideration of the anticipated costs of the design and construction of concessions, the Department will accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE participation, which participation may be achieved with any combination of construction and design contracts. The respondent is requested to take these MBE and WBE goals into consideration when preparing its proposal.

Information regarding the City's MBE/WBE program is available at: [www.cityofchicago.org](http://www.cityofchicago.org) under "Doing Business".

**d. City and Project Area Resident Construction Workers**

In order to promote job opportunities, the City will expect the Selected Respondent and any subcontractors that perform construction work at the Airport to follow the requirements of section 2-92-330 of the Municipal Code. It provides that, unless otherwise determined by the City, a minimum of 50% of the total work hours must be performed by actual residents of the City of Chicago, and 7.5% of the total work hours (which may be included in the 50%) must be performed by project area residents: residents of neighborhoods surrounding the Airport. In addition to complying with this requirement, Selected Respondent and all subcontractors must make good faith efforts to utilize eligible residents of the City of Chicago in both unskilled and skilled labor

positions. The respondent is requested to take this into consideration when preparing its proposal.

**e. Multi-Project Labor Agreement**

The City has entered into the Multi-Project Labor Agreement (“PLA”) with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>

To the extent that capital improvements or other work involve a project that is subject to the PLA, the Selected Respondent must be familiar with the requirements of the PLA and its applicability, and shall comply, and shall insure that all of its subcontractors, subtenants and sublicensees comply, in all respects with the PLA.

**5. Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation**

The concessions programs at the Airport is subject to federal regulations set forth in 49 CFR 23 (“Part 23”) governing airport concession disadvantaged business enterprises (“ACDBEs”). It is the policy of the City to fully comply with the requirements of Part 23. Accordingly, the City has established an aspirational goal of **thirty-two percent (32%)** 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 responsive. In either case, the respondent will not be eligible for contract award under this RFP. *Please note that the mere submission of an application for ACDBE certification is **not** considered a good faith effort and proposals which rely on an application for compliance will be rejected as non-responsive.*

ACDBEs identified in a proposal must be certified as ACDBE by the Illinois Unified Certification Program (“UCP”) as of the Due Date to the meet the City’s aspirational goal for ACDBE participation. Respondents are advised to verify with any proposed person or business that it is ACDBE certified pursuant to Part 23 and obtain a copy of a current

certification letter. Additional information regarding ACDBE certification is available from the City's Office of Compliance.

Additional information regarding ACDBE participation in this concession may be found in the Special Conditions.

## **6. Utilities and General Maintenance of Facilities**

### **Utility Connections:**

The City will provide certain utility connections to the Leased Space as specified in the DCPM. The Selected Respondent may connect into or extend, at its own cost, such utilities in accordance with the DCPM. All utilities to the Leased Space will be separately metered wherever practical. Charges for those utilities not separately metered will be prorated 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 always 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.

## **7. Storage & Delivery**

On-airport storage is extremely limited. In consideration of the operational requirements of the offered concession, the Department will discuss on-airport storage needs and availability with the Selected Respondent. The Selected Respondent will be responsible for the construction (if applicable) and maintenance of such space. In addition, the Selected Respondent will pay to the City, as compensation for the use of any such storage and support space, the Fixed License Fee as described in Section C.2 of this RFP.

## **8. Insurance Requirements**

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

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

## **9. Public Accommodation Laws**

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

## **10. 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 like 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.

## 11. Value Pricing

The City has established a Value Pricing policy for luggage cart concessions at the Airport. The policy requires concessions to charge the same price for a product or service at the Airport no more than the price charged for the same product or service at the majority of similar airports in the United States (each hereinafter referred to as a “Benchmark Locations”). For luggage cart services, the Benchmark Locations will include the top 10 largest airports in terms of passenger volume in the United States proposed by the Selected Respondent subject to approval by the City. Benchmark Location exclusions and/or additions may change throughout the Term as determined necessary by the City. If the Selected Respondent or other concessionaire currently operates luggage cart services at Chicago O’Hare International Airport (“O’Hare”), then prices cannot exceed the prices charged at O’Hare. Otherwise, Benchmark Locations will be selected based on airports that are comparable to the proposed airport.

## 12. Sustainability in Operations

The Selected Respondent will be required to adhere to sustainable practices as they are established from time to time in the CDA’s Sustainable Airport Manual SAM®.

<https://www.flychicago.com/community/environment/sam/Pages/default.aspx>

## 13. Minimum Wages and Labor Peace

### a. Executive Order on Minimum Wage

In September 2014, Mayor Rahm Emanuel signed an executive order that requires all holders of City concessions leases and subleases executed after October 1, 2014, to pay their employees performing work on City property a minimum wage of \$13.00 per hour; this hourly wage increases annually every on July 1st, in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. The rate as of July 1, 2020 is \$14.15.

When an employer takes an allowance for gratuities pursuant to 820 ILCS 105/3(c), the employer shall base the calculation of amount to be paid by the employer to the employee on the minimum wage as set out in 820 ILCS 105/3 and add \$1.00 per hour to that amount. As of October 1, 2014, the amount to be paid with the gratuity allowance was \$4.95 per hour. Every July 1st, this hourly wage shall increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. The rate as of July 1, 2020 is \$7.65 per hour. The Executive Order applies to O’Hare concessionaires, Selected Respondent(s) will be expected to comply with the Executive Order.

For more information see:

<http://chicityclerk.com/legislation-records/journals-and-reports/executive-orders>

## b. Minimum Wage Ordinance

On December 2, 2014, the Chicago City Council passed legislation that requires all businesses to increase the minimum wage paid to their workers within the City of Chicago. Under the new ordinance, Chicago's minimum wage increased from \$8.25 per hour to \$10.00 per hour on July 1, 2015. Thereafter, the minimum wage increased to its current level of \$13.00 an hour, as of July 1, 2019. On November 13, 2019, City Council amended Chapter 1-24.

As of July 1, 2020, the minimum wage for each hour of work performed for an employer by a covered employee is as follows:

- (1) \$14.00 per hour for employers who have 21 or more employees.
- (2) \$13.50 per hour for employers who have more than 3, but fewer than 21 employees, and employers who have more than 0 but fewer than 21 employees who are domestic workers.
- (3) \$10.00 per hour for subsidized temporary youth employment programs, for subsidized transitional employment programs, for covered employees who are under 18 years of age, and those subject to Section 6 of the Minimum Wage Law.

As of July 1, 2020, the minimum wage for each hour of work performed for an employer by a tipped employee is as follows:

- (1) \$8.40 per hour for employers who have 21 or more employees
- (2) \$8.10 per hour for employers who have more than 3, but fewer than 21 employees.
- (3) \$6.00 per hour for subsidized temporary youth employment programs, for subsidized transitional employment programs, for covered employees who are under 18 years of age, and those subject to Section 6 of the Minimum Wage Law.

The Chicago minimum wage increases annually on July 1. Updates to the Chicago minimum wage will be posted to the website of the Department of Business Affairs and Consumer Protection. If the Contractor is required by Executive Order 2014-1 or any other law (e.g., the Prevailing Wage Act) to pay a higher rate, above the generally applicable Chicago minimum wage, that higher rate will apply.

On June 22, 2016, the City Council passed a new section of the Minimum Wage Ordinance, which requires paid sick leave and became effective July 1, 2017, codified at Section 1-24-045 of the Municipal Code of Chicago.

On October 5, 2016, the Cook County Board of Commissioners passed a new section of the Cook County Code of Ordinances, 16-4229, which has a similar paid sick leave requirement and went into effect July 1, 2020.

For employees that are subject to the Executive Order, the higher \$14.15 (as adjusted) minimum wage must be paid.

The text of the ordinance, Chapter 1-24 of the Municipal Code of Chicago, may be found here:

<https://www.chicityclerk.com/legislation-records/municipal-code>

c. Labor Peace Agreement

The Labor Peace Agreement (“LPA”) ordinance was approved by City Council and became effective on January 21, 2015. An LPA is a written agreement between a concessionaire and a labor organization seeking to represent a concessionaire’s employees. An LPA is not a collective bargaining agreement. Rather, an LPA assures that workers may choose to organize the workplace without repercussions and provides the labor organization certain agreed upon access to a concessionaire’s employees. Further, an LPA prohibits the labor organization from picketing, work stoppage, boycott, or other economic interference in the operations of the concessionaire or with their subcontracts or subtenants.

An LPA must be entered into by the respondent and any subtenants or sublicensees that do not fit the definition of a Small Business under the ordinance. Evidence of a signed LPA must be submitted with respondent’s proposal.

The text of the ordinance, Municipal Code of Chicago section 10-36-210, may be found here:

<http://www.amlegal.com/library/il/chicago.shtml>

or

[http://www.amlegal.com/nxt/gateway.dll/Illinois/chicago\\_il/title10streetspublicwayspark\\_sairportsand/chapter10-36parksplaygroundsandairports?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:chicago\\_il\\$anc=JD\\_10-36-210](http://www.amlegal.com/nxt/gateway.dll/Illinois/chicago_il/title10streetspublicwayspark_sairportsand/chapter10-36parksplaygroundsandairports?f=templates$fn=default.htm$3.0$vid=amlegal:chicago_il$anc=JD_10-36-210)

#### **14. 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 like 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 Midway'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. Tenant must comply and adhere to the Airport's Tenant Handbook policies, guidelines and procedures including any references related to infectious diseases such as COVID 19.
- f. All employees must pass a TSA mandated security background check and be properly badged.
- g. Midway is a non-smoking facility.

## **D. CONCESSION OPPORTUNITY**

### **1. Leased Space**

The offered concession is currently comprised of luggage cart dispensing and/or collecting devices located throughout the Airport. Floor areas occupied by approved locations, including all facilities and devices for the distribution and collection of carts, storage and support space shall total to the square feet of concession leased space. The Terminal Floor Plans (Attachment B) show the current locations and current use (if applicable) of each offered space. Historical sales of the current luggage cart service are provided for the current concession operations as Attachment A. Please note that locations and sizes of the Leased Space are estimates and subject to change at any time without liability to the City. In addition, the City will consider additions, deletions or modifications to the concession leased space as a Selected Respondent may wish to propose in order to enhance the concession.

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

### **2. Scope of Concession Services**

The Airport seeks a qualified operator to provide, install, maintain, and manage luggage carts for short-term rental by passengers and visitors at the Airport as further described in this RFP. The successful respondent will be expected to provide and maintain the luggage service, as well as provide accurate and complete auditing and reporting of its revenue operations to the City.

The City expects that luggage carts be located within the Airport to be conveniently accessible to passengers and visitors. The City has provided the current quantity and locations of luggage cart dispensing or return devices which may be adjusted based on the proposed respondent's offering. Rather, the City is seeking proposals that present locations and quantities that reflect the respondent's experience and professional judgment as to the best means to achieve the program objectives. The rights to be granted under the Agreement do not include commercial advertising on luggage carts or in the Leased Space, except as it relates to the products and services offered by the Selected Respondent.

The specific requirements of the offered Concession are as follows:

- a) The Selected Respondent must submit installation, management, and operation plans for the luggage cart component of the Concession to the Commissioner for approval no later than 30 days after the execution of the Concession Agreement.
- b) The Selected Respondent must install, maintain, and operate equipment under this concession at its sole cost and expense, including but not limited to, the costs of cart

- dispensing units, luggage carts, currency change machines, any construction related to installation, utilities, and all parts and supplies. The Selected Respondent shall be responsible for maintaining and the payment of expenses related to the operation of the concession.
- c) The luggage cart rental concession provided by Selected Respondent must meet or exceed the following technical specifications:
- i) All facilities, equipment, and luggage carts shall be of a new or like new quality and condition.
  - ii) Currency change machines provided by Selected Respondent must accept one- and five-dollar denominations of US currency.
  - iii) All luggage cart dispensing machines must accept at least three major credit cards and electronic touchless payment methods are encourage and may be required.
  - iv) Luggage carts shall conform to the following standards:
    - Minimum capacity of 440 pounds or 220 kilograms, with space for at least four standard-size suitcases
    - “Push” design
    - Wheels made of non-marring material
    - Bumpers to protect walls, doors, counters, display fixtures, etc. from damage caused by cart impact
  - v) Luggage cart dispensing units must have signage or visual displays that indicate the following information:
    - Simplified instructions in multiple languages. At a minimum, the dispensing units should provide instructions in English, Spanish, and French to guide customers through the purchase process.
    - Usage fees for luggage cart rental.
    - Selected Respondent’s customer service contact information, including toll free telephone numbers.
- d) The Selected Respondent must always and at its own cost and expense, maintain equipment and the immediately adjacent areas in a safe, clean, disinfected, orderly, and attractive condition and in good working order, in accordance with the terms of the Agreement. All necessary repairs and maintenance must be conducted according to the terms of the Agreement. Refreshed carts may be reasonably requested by the City at any time.

- e) The Selected Respondent may install and maintain appropriate signs on the cart dispensing units provided that such signage is consistent with the graphic standards of the Airport and approved by the Commissioner prior to installation.
- f) Reasonable rates for the rental of luggage cart, consistent with prevailing market conditions should be proposed. The Selected Respondent may **not** charge customers and must provide free of charge rental of luggage carts in the Federal Inspection Services area of the Airport. The City will be responsible for reimbursing the respondent up to \$1.43 per cart used in the Federal Inspection Services area which increases annually each January 1<sup>st</sup> based upon the prior full year CPI-U (Chicago, Naperville and Elgin area).
- g) The Selected Respondent must always employ a sufficient number of personnel necessary to ensure prompt, courteous, and efficient service. Such personnel should ensure prompt and continual retrieval of unattended carts. Selected Respondent must ensure that requests for luggage cart assistance be responded to immediately and not later than 30 minutes from the time of the call for assistance, at any time throughout the hours of airport operation.
- h) Selected Respondent must always retain a minimum stock of luggage carts, such minimum number to be proposed by Selected Respondent. Selected Respondent shall ensure that equipment is maintained through the Agreement in new or like new condition. Selected Respondent shall submit an annual report, certified by an officer of the concession, verifying the number of luggage carts in service as of the date of the report.
- i) The Selected Respondent must comply with all airport security rules and regulations as issued from time to time by governmental agencies and/or the Board including, but not limited to, the Airport's Tenant Handbook's policies and procedures and specifically those related to infectious diseases such as COVID-19.
- j) All luggage cart devices must display, at all times and in an easily visible location, customer service contact information for customer complaints and issues which must include at a minimum a contact phone number. Customer complaints and issues must be responded to within 24 hours.

## E. PROPOSAL REQUIREMENTS

All respondents must submit two (2) hard copies and five (5) flash drive copies of the full proposal. At least one of the flash drive copies should be a single full PDF version of the proposal.

### 1. Transparency

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement potentially may be made publicly available.

However, respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which respondent desires remain confidential.

To designate portions of the Proposal as confidential, respondent must:

- a. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
- b. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP Proposal."
- c. Provide a separate flash-drive with a redacted copy of the entire Proposal or submission in .pdf format which may be shared with the public. Respondent is responsible for properly and adequately redacting any data which respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a flash-drive with a redacted copy may result in an un-redacted copy being made available to the public.

The redacted copy shall be provided to the City at the same time the proposal is submitted and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive. Proposer shall be responsible for defending its determination that the redacted portions of its documents, data or records are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify the City for any and all claims arising from or relating to Proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if

marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information. If Proposer fails to submit a Redacted Copy with its reply, the City may produce the entire documents, data or records submitted by Proposer in answer to a public records request for these records.

The bound proposal and copies must include all 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) Luggage Cart Concession Plan
- 5) Minimum Annual Guaranteed Rent and Percentage Rate(s)
- 6) Projected Annual Sales, Net Income and Cash Flows
- 7) Capital Investment and Start-Up Financing Plan
- 8) Disadvantaged Business Enterprise Plan and Executed DBE Forms
- 9) Professional References
- 10) Legal Authority
- 11) Other Information
- 12) Exceptions
- 13) Executed Proposal Affidavit
- 14) Business Information Statement
- 15) 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 Luggage Cart Concession Plan section of the proposal cannot in total exceed 15 pages.
- The "Other Information" section of the proposal cannot exceed 10 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).

## **2. 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.

## **3. Experience and Qualifications Statement**

Respondent should provide all information related to experience and qualifications required on the provided form, with special emphasis upon related, prior experience with the operation and management of similar concessions 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 provide information for the respondent, and all other entities and individuals as instructed on the form, all of which must be presented in Form A:

## **4. 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 operations.
- 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

## **5. Luggage Cart Concession Plan**

Respondent must submit a plan that details the locations and types of luggage carts, dispensing units, collection units and currency change machines proposed for the offered concession, type of services and prices, all of which should be presented in FORM B.

## **6. Proposed Compensation to the City**

Provide the proposed Percentage Rate(s) by product category, revenue tier and/or store location, if applicable. Respondent should use the format provided in FORM G.

## **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. 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 FORM C. 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 investment in the concession. 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 FORM D. 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. Airport Concessions 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 FORMs E & F. In addition, respondent must include an executed Affidavit of DBE Goal Implementation Plan (FORM F Schedules B, C & D) and executed letters of intent from each proposed ACDBE participant as appropriate. Please see Section C.5 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. These locations must be similar to that being proposed for this offering. Respondent should use the format shown in FORM J for each reference.

## **11. Outstanding Claims and Litigation**

Respondent, or any individual or entity with an ownership interest, direct or indirect, in the respondent, should not be in default nor have any past due amounts or arrearages on any previous or existing contract, or other financial obligations, to the City, the State of Illinois, or any political subdivision of the State of Illinois. If respondent meets any of these conditions, information must be provided.

Respondent must also provide a listing and a brief description of all material legal actions it has been involved in, together with any fines and penalties incurred, within the past five (5) years in which a) respondent or any division, subsidiary or parent entity of respondent, or b) any member, partner, etc., of respondent if respondent is a business entity other than a corporation, has been:

- i. A debtor in bankruptcy; or

- ii. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- iii. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- iv. A defendant in any criminal action; or
- v. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- vi. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- vii. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to disqualify any respondent that has pending litigation or claims, or if such proposal includes any individual or entity with an ownership interest, direct or indirect, in respondent, a proposed subcontractor, subtenant, or supplier that has pending litigation or claims, 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.

## **12. Legal Authority**

Respondent should obtain an opinion from legal counsel stating whether litigation is pending or contemplated that could affect respondent's ability to undertake its proposal.

## **13. 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.

## **14. Exceptions**

Respondents should include a list of exceptions, if any, to the requirements of this RFP and Attachments in FORM O. 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 the requirements specified herein.

### **15. Executed Proposal Affidavit**

Respondent must include an executed Proposal Affidavit in FORM K 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.

### **16. Business Information Statement**

Respondent must include a separate Business Information Statement for the respondent and all other entities and individuals as instructed on Proposal Form L. 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 responding Parties acknowledge and agree 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.

Respondent must include an organization chart showing each entity for which a Business Information Statement is required.

Before the lease is fully executed, respondents may be required to complete an Economic Disclosure Statement and Affidavit ("EDS"); it will be required of Selected Respondent prior to award. Further information about this document may be found here:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosures\\_tatementseds.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosures_tatementseds.html)

Entities should not submit a Proposal unless they are willing to provide a complete EDS package.

### **17. 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 City reserves the right to obtain, at no cost to the respondent, a financial or other credit report, on respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the Proposal.

## F. 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 100-point scale. Scoring occurs after interviews (if any) have been completed.

### Evaluation Criteria

<b>Experience and Qualifications</b>	<b>25 Points</b>
The Committee will consider the respondent's experience and qualifications based on an assessment of its prior experience. 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 luggage cart rental concessions, 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.	
<b>Merchandising and Concept Plan</b>	<b>25 Points</b>
The Committee will consider the respondent's proposed luggage cart services plan including, but not limited to, the type, quantity and location of dispensing units and equipment respondent proposes to install at the Airport.	
<b>Management and Operations Plan</b>	<b>30 Points</b>
This criterion includes, but is not limited to, staffing levels; corporate management support; logistics; employee training; customer service programs; and facility maintenance schedules	
<b>Compensation to the City</b>	<b>20 Points</b>
Evaluation of this criterion is based on the 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 cap on the 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.

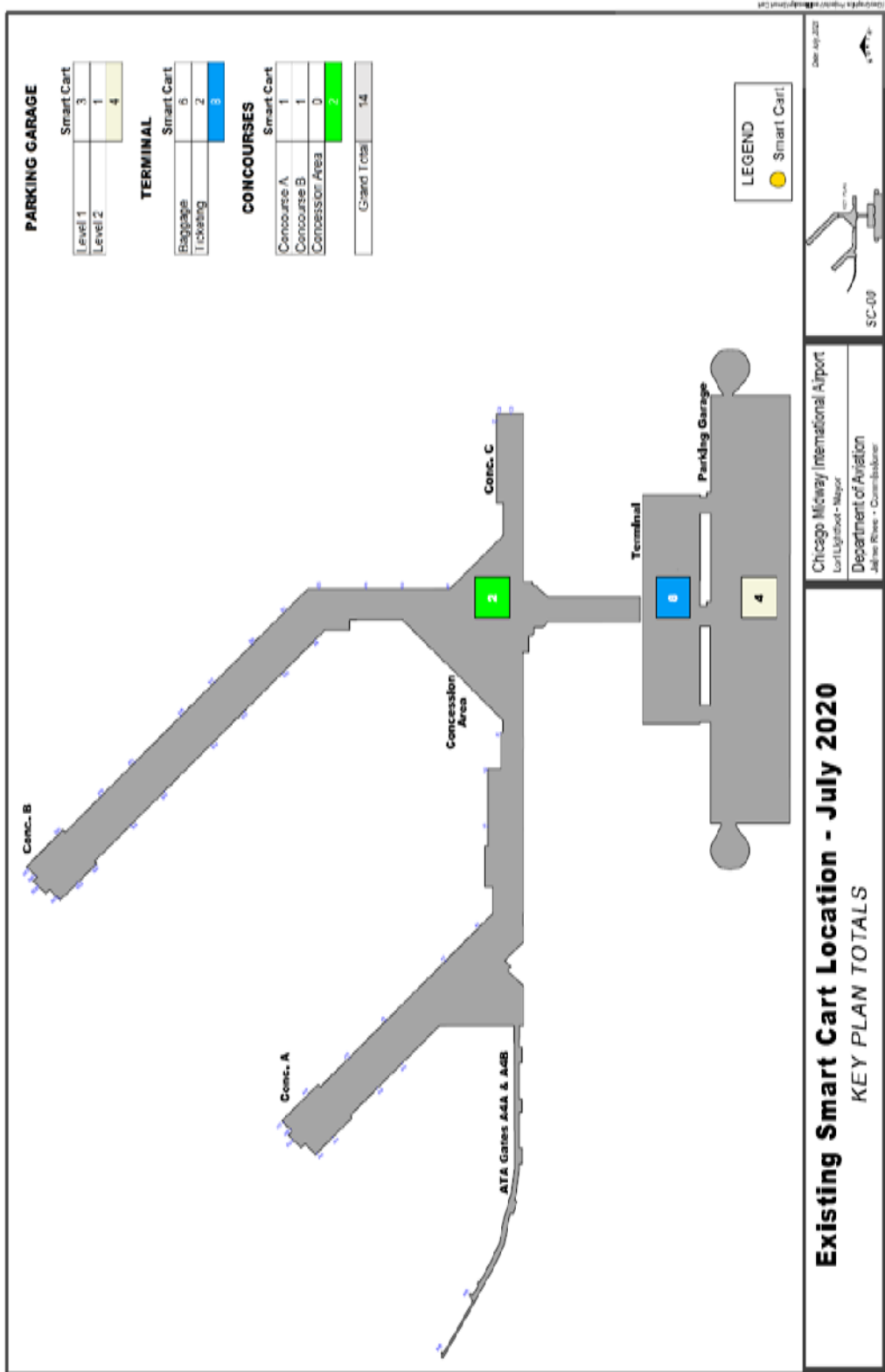
Responses also will be evaluated to ensure compliance with all applicable local, city, state and federal laws, ordinances and statutes. Compliance with the City of Chicago and Federal Aviation Administration regulations and requirements including Disclosure of Ownership Interests Ordinance (Chapter 2-154 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)).

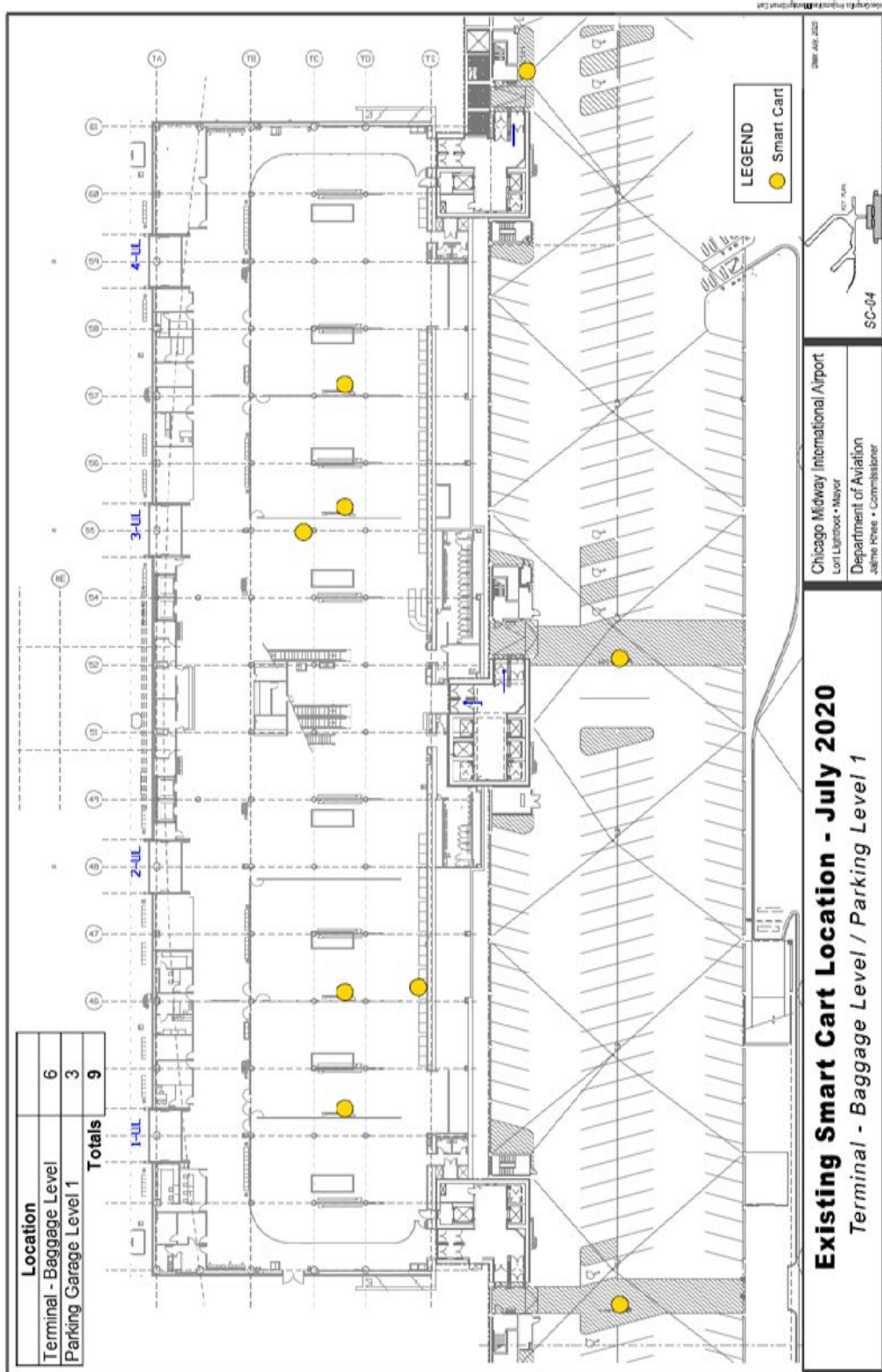
Attachment A  
 Historic Luggage Cart Sales  
 Chicago Midway International Airport  
 By Month and Annual Total  
 2015-2019

<u>Yr.</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<b>2019</b>	\$23,289	\$12,337	\$18,541	\$22,199	\$23,167	\$21,869	\$27,716	\$24,855	\$23,403	\$16,815	\$17,284	\$21,983	<b>\$253,458</b>
<b>2018</b>	\$19,542	\$16,138	\$13,041	\$19,909	\$18,995	\$25,129	\$23,705	\$34,164	\$19,865	\$18,440	\$22,585	\$21,114	<b>\$252,627</b>
<b>2017</b>	\$21,595	\$14,717	\$22,430	\$21,212	\$19,255	\$22,430	\$21,105	\$23,395	\$19,465	\$15,840	\$20,259	\$18,535	<b>\$240,236</b>
<b>2016</b>	\$19,140	\$14,546	\$21,122	\$22,350	\$19,205	\$28,510	\$25,495	\$27,945	\$25,080	\$16,835	\$20,119	\$23,335	<b>\$263,682</b>
<b>2015</b>	\$21,760	\$15,774	\$16,180	\$22,300	\$22,110	\$23,695	\$23,648	\$25,340	\$21,775	\$16,666	\$18,331	\$22,385	<b>\$249,964</b>

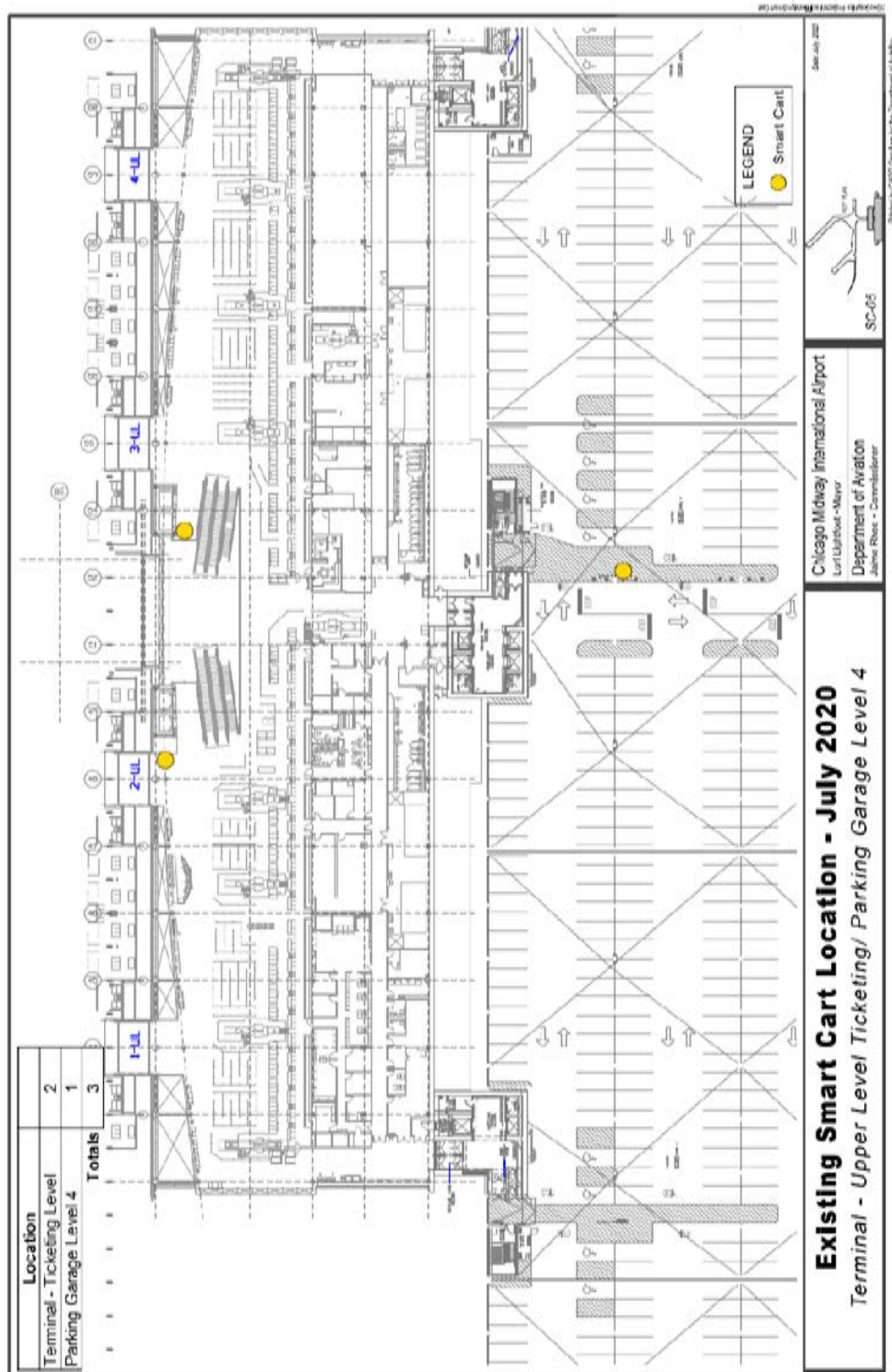
### Attachment B Existing Luggage Cart Locations Chicago Midway International Airport



### Attachment B Existing Luggage Cart Locations Chicago Midway International Airport



### Attachment B Existing Luggage Cart Locations Chicago Midway International Airport



## Attachment C

		Year-To-Date Operations, Passengers, Cargo Summary By Class		Page 1 of 1	
		As of December 2019		04/30/2020	
		Midway International Airport			
		THIS MONTH	YEAR-TO-DATE	% CHANGE OVER LAST YEAR	
		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
<b>AIRCRAFT OPERATIONS</b>					
<b>DOMESTIC</b>					
	Air Carrier	13,505	162,889	-3.92	-5.63
	General Aviation	4,324	56,258	8.37	0.39
	Miscellaneous	191	4,570	-58.30	-26.12
	Sub Total:	18,020	223,717	-2.62	-4.73
<b>INTERNATIONAL</b>					
	Air Carrier	763	8,367	8.53	-1.46
	General Aviation	0	0	0.00	0.00
	Miscellaneous	0	0	0.00	0.00
	Sub Total:	763	8,367	8.53	-1.46
<b>TOTAL:</b>		18,783	232,084	-2.21	-4.62
<b>PASSENGER VOLUME</b>					
<b>DOMESTIC</b>					
	Revenue	1,631,539	19,630,142	-0.17	-4.85
	NonRevenue	27,792	415,982	-7.82	-31.04
	Sub Total:	1,659,331	20,046,124	-0.31	-5.59
<b>INTERNATIONAL</b>					
	Revenue	75,141	792,286	17.33	0.64
	NonRevenue	507	6,450	15.75	-10.08
	Sub Total:	75,648	798,736	17.32	0.54
<b>TOTAL:</b>		1,734,979	20,844,860	0.35	-5.37
<b>CUSTOMS:</b>		34,430	402,272	19.47	1.06
<b>CARGO TONNAGE (IN METRIC TONNES)</b>					
<b>DOMESTIC</b>					
	Freight	1,449.2	19,348.5	-6.27	-4.77
	Express	0.0	0.0	0.00	0.00
	Mail	0.0	0.0	0.00	0.00
	Sub Total:	1,449.2	19,348.5	-6.27	-4.77
<b>INTERNATIONAL</b>					
	Freight	0.0	0.0	0.00	0.00
	Express	0.0	0.0	0.00	0.00
	Mail	0.0	0.0	0.00	0.00
	Sub Total:	0.0	0.0	0.00	0.00
<b>TOTAL</b>		1,449.2	19,348.5	-6.27	-4.77
	Freight	1,449.2	19,348.5	-6.27	-4.77
	Express	0.0	0.0	0.00	0.00
	Mail	0.0	0.0	0.00	0.00
	Sub Total:	1,449.2	19,348.5	-6.27	-4.77

## Attachment C

City of AASTAT2000		Monthly Operations, Passengers, Cargo Summary By Class		PAGE: Page 1 of 1	
Department of Aviation		For December 2018		DATE: 04/10/2019	
Airport Activity Statistics		Midway Airport			
				% CHANGE OVER LAST YEAR	
				THIS MONTH      YEAR-TO-DATE	
				THIS MONTH      YEAR-TO-DATE	
AIRCRAFT OPERATIONS					
DOMESTIC					
	Air Carrier	14,056	172,605	-2.89	-2.95
	General Aviation	3,990	56,040	2.47	-2.53
	Miscellaneous	458	6,186	-3.38	-18.80
	*** TOTAL	18,504	234,831	-1.80	-3.35
INTERNATIONAL					
	Air Carrier	703	8,491	4.30	1.40
	General Aviation	0	0		
	*** TOTAL	703	8,491	4.30	1.40
TOTAL		19,207	243,322	-1.59	-3.19
PASSENGER VOLUME					
DOMESTIC					
	Revenue	1,634,260	20,630,064	-2.99	-1.92
	NonRevenue	30,150	603,259	-33.97	-0.99
	***Total	1,664,410	21,233,323	-3.81	-1.89
INTERNATIONAL					
	Revenue	64,042	787,241	5.30	-2.87
	NonRevenue	438	7,173	-3.52	2.09
	***Total	64,480	794,414	5.24	-2.83
TOTAL		1,728,890	22,027,737	-3.50	-1.93
CUSTOMS		28,818	398,042	2.97	-3.12
CARGO TONNAGE					
DOMESTIC					
	FREIGHT	1,704.4	22,396.3	-1.61	1.02
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,704.4	22,396.3	-1.61	1.02
INTERNATIONAL					
	FREIGHT	0.0	0.0		
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	0.0	0.0		
TOTAL		1,704.4	22,396.3	-1.61	1.02
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,704.4	22,396.3	-1.61	1.02

## Attachment C

City of AASTAT2000		Monthly Operations, Passengers, Cargo Summary By Class		PAGE:	Page 1 of 1
Department of Aviation		For December 2017		DATE:	03/20/2018
Airport Activity Statistics		Midway Airport			
		THIS MONTH	YEAR-TO-DATE	% CHANGE OVER LAST YEAR	
				THIS MONTH	YEAR-TO-DATE
AIRCRAFT OPERATIONS					
DOMESTIC					
	Air Carrier	14,475	177,853	3.16	-0.28
	General Aviation	3,894	57,496	-0.10	1.48
	Miscellaneous	474	7,618	-14.59	-22.44
	*** TOTAL	18,843	242,967	1.94	-0.76
INTERNATIONAL					
	Air Carrier	674	8,374		1.87
	General Aviation	0	0		
	*** TOTAL	674	8,374		1.87
TOTAL		19,517	251,341	1.87	-0.67
PASSENGER VOLUME					
DOMESTIC					
	Revenue	1,684,654	21,033,371	4.16	-1.34
	NonRevenue	45,661	609,316	8.69	6.94
	***Total	1,730,315	21,642,687	4.27	-1.13
INTERNATIONAL					
	Revenue	60,818	810,523	-4.81	3.67
	NonRevenue	454	7,026	35.93	15.77
	***Total	61,272	817,549	-4.60	3.76
TOTAL		1,791,587	22,460,236	3.94	-0.96
CUSTOMS		27,988	410,841	-4.46	3.82
CARGO TONNAGE					
DOMESTIC					
	FREIGHT	1,732.3	22,170.3	0.84	2.05
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,732.3	22,170.3	0.84	2.05
INTERNATIONAL					
	FREIGHT	0.0	0.0		
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	0.0	0.0		
TOTAL		1,732.3	22,170.3	0.84	2.05
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,732.3	22,170.3	0.84	2.05

## Attachment C

City of AASTAT2000		Monthly Operations, Passengers, Cargo Summary By Class		PAGE:	Page 1 of 1
Department of Aviation		For December 2016		DATE:	01/20/2017
Airport Activity Statistics		Midway Airport			
				% CHANGE OVER LAST YEAR	
		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
AIRCRAFT OPERATIONS					
DOMESTIC					
	Air Carrier	14,032	178,346	1.59	0.39
	General Aviation	3,898	56,658	2.47	2.03
	Miscellaneous	555	9,822	-36.35	-17.16
	*** TOTAL	18,485	244,826	-0.02	-0.09
INTERNATIONAL					
	Air Carrier	674	8,220	0.30	-3.00
	General Aviation	0	0		
	*** TOTAL	674	8,220	0.30	-3.00
TOTAL		19,159	253,046	-0.01	-0.19
PASSENGER VOLUME					
DOMESTIC					
	Revenue	1,617,367	21,319,904	1.26	2.10
	NonRevenue	42,012	569,793	4.27	1.78
	***Total	1,659,379	21,889,697	1.33	2.09
INTERNATIONAL					
	Revenue	63,892	781,823	-1.83	1.13
	NonRevenue	334	6,069	-18.93	-8.61
	***Total	64,226	787,892	-1.93	1.04
TOTAL		1,723,605	22,677,589	1.21	2.05
CUSTOMS		29,296	395,710	-5.26	3.78
CARGO TONNAGE					
DOMESTIC					
	FREIGHT	1,717.9	21,724.7	-1.46	-13.85
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,717.9	21,724.7	-1.46	-13.85
INTERNATIONAL					
	FREIGHT	0.0	0.0		
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	0.0	0.0		
TOTAL		1,717.9	21,724.7	-1.46	-13.85
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,717.9	21,724.7	-1.46	-13.85

## Attachment C

City of AASTAT2000		Monthly Operations, Passengers, Cargo Summary By Class		PAGE:	Page 1 of 1
Department of Aviation		For December 2015		DATE:	01/25/2016
Airport Activity Statistics		Midway Airport			
		THIS MONTH	YEAR-TO-DATE	% CHANGE OVER LAST YEAR	
				THIS MONTH	YEAR-TO-DATE
AIRCRAFT OPERATIONS					
DOMESTIC					
	Air Carrier	13,812	177,658	-7.11	-0.58
	General Aviation	3,804	55,530	-6.17	3.95
	Miscellaneous	872	11,857	49.32	20.53
	*** TOTAL	18,488	245,045	-5.22	1.28
INTERNATIONAL					
	Air Carrier	672	8,474	2.13	16.10
	General Aviation	0	0		
	*** TOTAL	672	8,474	2.13	16.10
TOTAL		19,160	253,519	-4.98	1.71
PASSENGER VOLUME					
DOMESTIC					
	Revenue	1,597,282	20,881,928	-2.85	4.38
	NonRevenue	40,291	559,816	-8.05	-3.79
	***Total	1,637,573	21,441,744	-2.99	4.15
INTERNATIONAL					
	Revenue	65,081	773,114	10.17	31.73
	NonRevenue	412	6,641	3.52	25.56
	***Total	65,493	779,755	10.13	31.68
TOTAL		1,703,066	22,221,499	-2.54	4.92
CUSTOMS		30,922	381,287	11.77	31.67
CARGO TONNAGE					
DOMESTIC					
	FREIGHT	1,743.3	25,217.9	-22.50	-0.61
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,743.3	25,217.9	-22.50	-0.61
INTERNATIONAL					
	FREIGHT	0.0	0.0		
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	0.0	0.0		
TOTAL		1,743.3	25,217.9	-22.50	-0.61
	EXPRESS	0.0	0.0		
	MAIL	0.0	0.0		
	*** TOTAL	1,743.3	25,217.9	-22.50	-0.61