

# CHICAGO O'HARE INTERNATIONAL AIRPORT REQUEST FOR PROPOSALS (RFPs)

**“TO PROVIDE ALTERNATIVE MOBILE ELECTRONIC SELF-ORDERING AND DELIVERY SERVICE, AUTOMATED SELF-CHECKOUT MICRO MARTS AND AUTOMATED RETAIL, SERVICES AND FOOD CONCESSIONS”**

**Date: July 30, 2020**

Issued by:

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

The City of Chicago (“City”) through its Chicago Department of Aviation (“Department and/or “CDA”) invites the submission of proposals by qualified businesses to lease, finance, construct, and operate: a) Alternative Mobile Electronic Self-Ordering and Delivery Application and Service; b) Automated Self-Checkout Micro-Marts; and/or c) Automated Retail, Services and Food concessions (“Concession”) at the Chicago O’Hare International Airport (“Airport”). This Request for Proposals (“RFP”) contains three (3) packages further described herein. All capitalized terms not defined in this RFP are further 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 Alternative Mobile Electronic, Self-Serving, Low- or No-Contact concessions to all guests; (2) provide enhanced quality and value through the concession services and offerings; (3) provide innovative automated food and beverage and retail, and self-service concepts with broad customer appeal; (4) provide business opportunities for airport concessions disadvantaged business enterprises (“ACDBE”s); (5) promote staff less and/or self-service store concepts, themes, and products identified with Chicago and (6) optimize concession revenues to the Airport.

To be considered for an award of the offered Concession, a respondent must deliver its proposal to the City at the address below, in accordance with the instructions set forth in this RFP, prior to the due date and time stated below. Proposers must submit two (2) signed bound paper copy of the proposal and seven (7) USB flash drives containing the complete proposal in electronic files using portable document format (“PDF”).

**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 September 4, 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 addressed all the following sections and attachments:

**REQUEST FOR PROPOSAL**

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

**ATTACHMENTS**

- A. Passenger Traffic
- B. Floor Plans
- C. Special Conditions Regarding Airport Concessions Disadvantaged Business Enterprise (ACDBE) Commitment

**PROPOSAL FORMS**

- A. Experience and Qualifications
- B. Concept/System Plan
- C. Projected Gross Receipts, Net Income and Cash Flows
- D. Capital Investment and Financing Sources
- E. Airport Concession Disadvantaged Business Enterprise Plan
- F. Airport Concession Disadvantaged Business Enterprise Forms
- G. Compensation to the City
- H. Evidence of Signed Labor Peace Agreement
- I. Labor Peace Small Business Exception Claim
- J. Form of Reference
- K. Proposal Affidavit Form
- L. Business Information Statement
- M. Sexual Harassment Affidavit
- N. Proposal Checklist
- O. Exceptions

**Reference Material**

The City has established a database of reference material for prospective respondents (the "Data Room"). The following applicable information will be available in the Data Room:

1. Request for Proposal
2. Proposal Forms
3. Terminal Floor Plans
4. Lease Outline Drawing of Concession Locations

5. Historical Concession Sales
6. Historical and Projected O'Hare Passenger and Operations Activity
7. Future Development Plans
8. Sample Form Agreement
9. Special Conditions Regarding Airport Disadvantaged Business (ACDBE) Enterprise Commitment

The City intends to add additional information to the Data Room throughout the RFP open bid period. Prospective respondents are advised to frequently check the Data Room for additional reference material. All capitalized terms herein are further defined in the attached Sample Agreement.

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

The City is seeking qualified concessionaires to work with CDA, its existing concessionaires, airlines and other tenants at Chicago International Airport to: (1) develop, install, and operate an Alternative Mobile Electronic Self-Ordering application and delivery system, and/or (2) Automated Self-Checkout Micro Markets, and/or (3) Automated Retail, Services, and Food concessions in Terminals 1, 2 and 3 and possibly Terminal 5 in the future. The intent is to allow customers to utilize mobile electronic systems and ordering applications, delivery system, self-ordering/self-service micro markets and automated retail to purchase retail, services and food & beverage products from any and all concessions at ORD in person and remotely.

### **1. Mobile Self-Ordering and Delivery (Package 1)**

The Chicago Department of Aviation is seeking a qualified company or companies to provide an Alternative Mobile Electronic Self-Ordering and/or Delivery Service at the Airport that will be Airport Branded and may act as an agent for other tenants. The Concessions will enable passengers and employees to order food & beverages and/or retail items from participating concessions through an E-Commerce platform such as an App or similar and pick up items or have them delivered to their gates or other designated areas.

The City's goal is to enhance customer service by providing passengers and employees the ability to order, purchase, pay and receive (either through self-pick up or delivery) food, beverages and or retail items directly at their gates, hold rooms or other locations authorized by the City through the use of an E-commerce Electronic platform such as a mobile app or similar and may include self-ordering kiosk stations. Mobile Electronic Self-Ordering is defined as the management, operation, and maintenance of an E-Commerce platform such as an App or similar that allows customers to order food, beverages, and/or retail items from an Airport Concession as well as the management, operation, and staffing necessary to provide said service to customers in Terminals 1, 2 and 3 at the Airport. The service, at a minimum, must be compatible with both Android and IOS mobile operating systems.

Successful respondents will provide a reliable Mobile Ordering format for the self-pick up and/or delivery of food and merchandise in a timely manner from participating Airport Concessionaires. Food and beverage concessionaires will determine which menu items are appropriate for delivery based upon the route distance, ability to maintain food quality with respect to temperature, taste and appearance and the proximity of other offerings in the delivery area and/or other criteria approved by the City. Retail concessions will determine which merchandise is appropriate for delivery based upon size, value, and ability of an item to be transported and/or other determination criteria approved by the City. The criteria must include the ability to transport food or merchandise items through security.

The City does not represent or guarantee that the successful respondent(s) will receive an agreement with any Airport Concessionaire and the City will not, at this time, dictate which, if any, of the successful respondent(s) and Airport Concessionaires should contract with, regardless of the results of the evaluation process.

The successful respondent(s) will be eligible to obtain a Lease and License Agreement (“Agreement”) from the City to operate in the Airport for the purpose of providing Mobile Self Ordering Services to Airport customers, and it is the sole responsibility of the successful respondent(s) to form contractual relationships with existing and future food and beverage and retail Airport Concessionaires as well as other Airport tenants. The City will only grant the License to a successful respondent after they have demonstrated to the City that they have an executed agreement(s) with at least one (1) current Airport food and beverage and one (1) current retail concessionaire in each Terminal 1, 2 and 3. The successful respondent(s) will have to maintain an agreement with at least one (1) Airport food and beverage and one (1) airport retail concessionaire in each Terminal 1,2 and 3 in order to retain the License to be permitted to continue operating at the Airport.

It is the intent of the City to extend the Alternative Mobile Electronic Self Ordering and Delivery system and services to Terminal 5 at a to-be-determined time in the future.

## **2. Self-Checkout Micro Marts (Package 2)**

The City is seeking to add self-checkout micro markets in Terminals 1, 2 and 3. Micro Markets are defined as self-contained stores without direct customer serving employees and includes check-out free, touch-free and “Walk Out” or “Just Walk Out” technology. It comprises free-standing storage with displayed food & beverage and/or retail product with a self-service checkout or check-out free system. The micro markets may include vending machines which, if included, should be a minor component of the facility. Micro markets may include Walk Out Technology which automatically detects when purchases are taken and returned to shelves and keeps track in a virtual cart utilizing an E-Commerce autopay feature when leaving the market.

## **3. Automated Retail, Services, and Food (Package 3)**

The City is seeking to add Automated Retail, Services, and Food facilities and/or kiosks in Terminals 1,2 and 3. These automated facilities should utilize the latest in technology offering customers the ability to purchase branded food & beverage or retail products or provide interactive services via an automated machines with touch screen or E-Commerce technology. Interactive services may also include, but are not limited to; medical, banking and finance, hospitality, tourism, etc. Each facility should be branded based on a particular product type (i.e. electronics, PPE, drugs & sundries, etc.) or service provided. It is the intent of the City to congregate automated facilities in selected locations providing at least one (1) food and beverage and one (1) retail together.

## C. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

### 1. Schedule

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

Scheduled Item	Scheduled Date and Time
RFP Issued	July 30, 2020
Pre-Proposal Registration Deadline	August 5, 2020, 5:00 p.m.
Pre-Proposal Meeting	August 11, 2020, 10:00 a.m. to 12:00 p.m.
Question Deadline	August 17, 2020, 5:00 pm
<b>Proposal Due Date</b>	<b>September 4, 2020</b>
Anticipated Award Date	October 2020
New Services Open/Online	Fourth Quarter 2020*

*\*Package 2 may extend into 2021*

### 2. Proposal Due Date and Time

Proposals must be received by the City, in the format and number specified in Section F of this RFP, at the address listed below no later than **4:00 p.m. Central Time on September 4, 2020** (the “Due Date”). Late proposals may not be considered for selection and may be returned to the respondent unopened. Postmarks or shipping dates will not be considered in judging the timeliness of submissions. No oral, facsimile, telephone or email proposals will be accepted. Proposers must submit two (2) signed bound paper copy of the proposal and seven (7) USB flash drives containing the complete proposal in electronic files using portable document format (“PDF”). The flash drives must include the proposal in two forms: 1) a single electronic file containing the entire proposal and 2) each tabulated section of the proposal as a separate electronic file.

The City requires the proposals to be delivered to:

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

### 3. Pre-Proposal Meeting and Tour

The City will hold a pre-proposal meeting and tour on **August 11, 2020**. All interested parties are invited to participate in the non-mandatory meeting. The City will accept questions regarding the RFP at the pre-proposal meeting. After the meeting, the City will conduct a tour of the existing locations, offered in this proposal.

The pre-proposal meeting and tour will be held on **August 11, 2020** at 10:00 a.m. local time. If in person it will be held at the Chicago Department of Aviation Administration Building, Conference Room #1, located at 10510 W Zemke Rd, Chicago, IL 60666. If on-line, information will be distributed prior to the meeting. All attendees must register by sending an email to [ORDRFP2020@cityofchicago.org](mailto:ORDRFP2020@cityofchicago.org) and include in the subject: Concessions Pre-Proposal Meeting, in order to attend the meeting.

### 4. Questions and Interpretation of the RFP

Prospective respondents having questions about this RFP must submit them in writing to:

[ORDRFP2020@cityofchicago.org](mailto:ORDRFP2020@cityofchicago.org)

Only written questions will be accepted and must be submitted no later than 5:00 p.m. CST, **August 17, 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)) and within the RFP's Data Room. The City advises prospective respondents to check the website and the data room frequently for any addenda that may be issued.

### 5. Submission of Multiple Proposals

This RFP offers packages of various concessions in the Airport. The locations and requested concession services are further described in Section E.

- a) Respondents may submit proposals for one, two or all three packages under the same cover, which will be considered a single proposal. However, the City reserves the right to award each package individually and reserves the right to award combined packages to one or more respondents.
- b) Respondents may propose alternative "brands" or "services" for the Automated Retail Package 3 and the City reserves the right to select multiple vendors in order to provide alternative automated retail, services or food options that the City determines to best meet the needs of its customers of ORD.
- c) Respondents may be a subcontractor within another respondent's proposal in order to provide a bundle of service the submitting respondent does not have but is desired by the City.
- d) 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 any entity or individual with only a minority ownership interest or a sublease relationship in each respondent in which it has an interest) 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.

- e) The City reserves the right to award 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 respondent's proposal, as well as its own investigation.

### **a. Experience**

Respondent must provide evidence that it has the necessary experience and capacity to fulfill the scope of the offered Concession. At a minimum, respondent should;

- 1) Have at least three (3) years of continuous experience, within the last five (5) years, in the successful ownership, management, and/or operation of a business similar with that which is proposed.
- 2) For E-Commerce Mobile Ordering and Delivery - have experience interacting and forming contractual relationships with airport tenants, including concessions, airlines and others which provide products or services at ORD.
- 3) Interact and preferentially integrate with tenants' POS sales systems as well as the Airport's self-reporting and sales tracking systems.
- 4) Have assigned staff experienced with all aspects of the concession including system implementation, support and maintenance services.
- 5) Provide three (3) client references for which the respondent has provided said services within the last five (5) years.
- 6) If respondent is a newly formed entity, respondent must demonstrate that owners of respondent who, in the aggregate, own 51% or more of the entity, each satisfy the experience requirement. Regardless of respondent's ownership structure, respondent must provide evidence to the City's satisfaction that the owners of respondent who are relied upon to satisfy this requirement will have effective control of respondent entity.

**b. Airport Concessions Disadvantaged Business Enterprise Participation Plan**

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

**7. Proposal Withdrawal**

Proposals may be withdrawn, by written request, at any time prior to the Due Date. Any such withdrawal prior to the Due Date does not preclude the submission of another timely proposal prior to the Due Date. Any submission after the Due Date will be deemed late and returned to respondent, after a minimum of 180 days

**8. Award and Execution of Concession Agreement**

The City intends to award the Concessions offered by this RFP to the qualified and responsible respondent(s) who provides the best overall proposals in the City’s sole opinion. The City is **not** required to select the proposal with the highest projected compensation to the City. All awards of a concession under this RFP are subject to the approval of the Chicago City Council, which approval is at the City Council’s sole discretion.

All timely responses to this RFP will be reviewed and evaluated by an evaluation committee appointed by the Commissioner, which will recommend to the Commissioner a respondent for tentative award of the Concession (hereinafter referred to as “Selected Respondent”). Upon the Commissioner’s concurrence, which concurrence is in the Commissioner’s sole discretion, the City will tentatively award the offered Concession to said respondent(s) subject to approval by the City Council.

Prior to introduction to City Council, the Selected Respondent must a) submit to the Commissioner for approval, a concept/systems plan, any preliminary designs, a marketing plan and a construction and facility installation and opening schedule (collectively, the “Development Plan”), and b) be prepared to execute a Concession Lease and License Agreement (“Agreement”) in a form agreed upon by the City and Selected Respondent. The Agreement will be substantially similar to the Sample Form of Agreement included but modified to incorporate provisions of this RFP, Selected Respondent’s proposal, the Development Plan, and other terms and conditions that may be mutually agreed by the City and Selected Respondent and c) complete Economic Disclosure Statement (s). If a Selected Respondent fails to execute the Agreement and complete the Economic Disclosure Statement (see section F.10 for more information) within forty five (45) days after approval by City Council, the City reserves the right to withdraw the award and reject the proposal, in which case, 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, Modify or Reissue RFP**

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

- a) Waive minor informalities and irregularities 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 location and size of the offered space.
- f) Select multiple proposals.
- g) Request so-called "best and final offers" from any one or more respondents.
- h) Negotiate all proposal elements concurrently with any one or more respondents.

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 concessions plan deemed by the City, in its sole judgment, to be inconsistent with the goals and objectives of the concessions program, including its merchandising plan.
- f) Evidence of improper lobbying efforts toward members of the City Council, elected or appointed officials of the City, and/or employees of the City.
- g) Failure to comply with the terms and conditions of this RFP.
- h) Failure of the respondent to meet the minimum qualification requirements or be otherwise deemed non-responsive by the City.

## **10. Consent to Investigation**

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

**11. Respondent Interview**

The City may, at its discretion, schedule one or more interviews with any respondent to clarify and/or explain parts of its 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 proposal (including costs associated with interviews) will be borne by respondent. The City is not responsible for any costs associated with this proposal submission. Respondents are advised not to include any promotional items with their proposals. All such items will be returned to respondents at respondents' cost.

**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 including, but not limited to, the Illinois Freedom of Information Act.

**14. Representation by Brokers**

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

**15. Disclaimer**

The information contained in this RFP, attachments, exhibits, and appendices hereto, and any addendum that may be issued, is provided to assist prospective respondents in the preparation of proposals. Respondents should satisfy themselves by personal investigation or such other means as they may think necessary as to the conditions affecting the offered Concessions. The information shown herein has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents, and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

**16. 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.

**17. 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.

## D. KEY BUSINESS TERMS AND GENERAL CONDITIONS

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. A Concession shall be performed only under the terms and conditions of the Agreement by and between the City and a Selected Respondent. (For purposes of this Section D, the terms “Selected Respondent” and “Agreement” refer to each of the Selected Respondents, separately or collectively as the context may indicate, to this RFP and its respective Agreement).

The following summarizes some of the key terms and conditions of the offered concessions that will be incorporated in the Agreement. This summary is not intended to be a complete description of the Agreement. Prospective respondents are advised to thoroughly review the Sample Form of Agreement to gain an understanding of the City’s expectations regarding the terms and conditions of the offered concession. Unless defined elsewhere in this RFP, capitalized terms in this Section D have the same meaning as in the Sample Form of Agreement.

### 1. Term of 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 last date of the full year after the anniversary of the Date of Beneficial Occupancy of the Lease space. The City reserves, in its sole discretion, the right to extend the Term. See table below:

<b>Package No.</b>	<b>Term</b>	<b>Term Options</b>	<b>Anticipated Opening Date</b>
<b>Package 1</b>	3 year	2-1 year	4th Quarter 2020
<b>Package 2</b>	7 year	3-1 year	4th Quarter 2020*
<b>Package 3</b>	5 year	2-1 year	4th Quarter 2020

\*Package 2 opening date may extend into 2021.

At this time, the City anticipates that the locations included in this RFP or agreed to in the Agreement will be delivered to the Selected Respondent(s) the last quarter of 2020. The City will require the Leased Space to be substantially improved and open for business in accordance with the Development Plan. If the Development Plan is not completed within 90 days from the Effective Date, the City may assess Selected Respondent liquidated damages of \$500 per day until the completion of the Development Plan.

### 2. Compensation to the City

In consideration of the rights and privileges to be granted to Selected Respondent by the City, Selected Respondent will pay Rent to the City in accordance with the terms and conditions of the Agreement. Rent means all amounts payable by Selected Respondent as

set forth in the Agreement, including but not limited to License Fees, Additional Rent, and any liquidated damages specified in the Concession Agreement for non-compliance with requirements for concession operations.

**License Fee**

The License 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 Revenues. The actual compensation and calculations thereof are based on the Selected Respondent’s proposal and are subject to negotiation.

The City has not established the Base MAG for the first year of the Term which will be set beginning in year two (2) at 85% of the actual rent paid in the previous first year. This amount is a not biddable item. The Base MAG rent will be set at this amount and will be pro-rated in the event the any Lease Year is less than 12 months. In the third and later Lease Years of the Term, the MAG will equal 85% of the Percentage Fee calculated for the prior Lease Year but will never be less than the Base MAG rent for the full Lease Year.

<b>Package Number</b>	<b>Minimum Annual Guarantee</b>	<b>Sales Tier(s)</b>	<b>Percentage Rent</b>
Package 1	Not biddable	<b>Biddable</b>	<b>Biddable</b>
Package 2	Not biddable	<b>Biddable</b>	<b>Biddable</b>
Package 3	Not biddable	<b>Biddable</b>	<b>Biddable</b>

The Percentage Fee equals the Percentage Fee Rates multiplied by the Gross Receipts attributable to the concession. Respondent must propose a percentage fee rate for each package for which it is proposing. If the percentage fee is based on a blend of rates based on different product or services provided the blended rate should be footnoted listing the rates per product type or category. The City reserves the right to accept the blended rate across all types or categories or the footnoted rates.

Note: In addition to the above License Fee, a respondent may propose an alternative fee structure in the Exceptions Form O which must include a discussion of why the proposed alternative fee structure should be considered. This may include other industry-wide and accepted airport fee examples.

The Selected Respondent will pay the License Fee beginning the earlier of the date that the Selected Respondent opens for business in any portion of the Leased Space or 90 days after obtaining possession of said portion of the Leased Space.

### **3. Other Fees**

#### **a. Marketing Fee**

Selected Respondent shall be required to pay a Marketing Fee equal to one-half of one percent (0.5%) of annual Gross Revenues for the purpose of advertising, publicity, promotional materials, events, directories, secret shopping, customer service training, and other activities the City deems appropriate for marketing the concessions program at the Airport including, but not limited to, personnel costs related to the implementation and management of marketing activities.

All fees paid by Selected Respondent annually, if unused annually, will be held by the City for use in marketing activities in the following year.

The City may, but is not obligated to, waive the marketing fee in lieu of an accepted marketing program to be provided and implemented by the concessionaire in coordination with the City's and CDA's marketing departments. The concessionaire must provide the City with actual amounts spent on marketing directly for the concessions at the Airport which must total or exceed the 0.5% of Gross sales. If the amount spent by concessionaire, on marketing, does not equal or exceed 0.5% of sales, Concessionaire shall pay the City the difference.

#### **b. Taxes, License and Permit Fees**

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 including, but not limited to, the County leasehold tax.

#### **c. 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 the estimated second full Lease Year MAG, or other amount agreed to by the City, in the form of an irrevocable letter of credit issued in favor of the City or a cash deposit. The letter of credit will be required to be adjusted, as the MAG increases or decreases throughout the term.

### **4. Capital Investment and Improvements**

Selected Respondent must provide the equipment, installation and maintenance as well as redevelop all portions of any Leased Space in accordance with the approved Development Plan.

The Selected Respondent must design, construct and install the facilities and system in ORD and/or in 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 the Selected Respondent in the current condition, "as is / where is." Selected Respondent will be required to buildout and install any improvements, including utilities, at its sole cost 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>

**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 (Section D.5 below), 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 C ("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, 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 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 Participation**

The concessions program 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 (32%) 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 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 such an application for compliance will be rejected as non-responsive.*

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

### **a. Utility Connections**

The Selected Respondent is responsible, at its own cost, for all utility connections necessary to undertake the proposed concession services. All utilities to the Leased Space will be separately metered. Charges for those utilities not separately metered may be pro-rated and billed to the Selected Respondent by the City.

### **b. Heat, Ventilation and Air Conditioning (HVAC)**

The City will provide HVAC to any concession spaces pursuant to the current 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. Selected Respondent will pay for utility usage in the Leased Space for HVAC requirements.

### **c. Utilities**

The Selected Respondent will pay for all utilities, without exception, necessary in the operation of its business including telephone, cable television, data, electricity, water, sewage, and natural gas. 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 must be paid by the Selected Respondent, regardless of whether such utility services are furnished by the City or other utility service corporations.

**d. 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.

**e. 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.

**f. Waste Disposal**

The Selected Respondent will collect and dispose of trash and garbage to a location and in a manner designated by the City. The City or other service corporation may invoice the Selected Respondent for waste removal.

**7. Storage and Delivery**

The City will provide Storage Space to support the daily operations of the concession or service. The City strongly recommends that respondents include storage in their facility designs and outline storage needs in its proposal. 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 Storage Space, at the current per square feet rate.

**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 on the airport operations area)
- 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 Title VI of the Human Rights Act, 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 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.

## **11. Value Pricing**

The City has established a Value Pricing policy for all concessions at the Airport. The policy generally requires concessions to charge the same price for a product or service at the Airport price charged for the same product or service at similar stores in the City (each hereinafter referred to as a “Benchmark Store”). Stores will be proposed by the Selected Respondent subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Stores: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues. Benchmark Store exclusions may change throughout the Term as determined necessary by the City. If the Selected Respondent currently operates the exact other locations in the City, then these locations may be designated Benchmark Stores. Otherwise, Benchmark Stores will be selected based on stores that are comparable to the proposed concept. Notwithstanding the aforementioned exclusions, in the case of a convenience store where Selected Respondent currently operates a same-brand location in the City, in a transportation center, and that location has its own customer walk-up street access, the City may consider allowing Selected Respondent to propose that location as a Benchmark Store.

The Commissioner may adopt other reasonable pricing policies, with which the Selected Respondent shall comply. If the City adopts a Value Pricing Policy, that allows concessions to charge a fixed percentage above Benchmark Stores, the Selected Respondent will be allowed to adopt the change. In no event shall the Commissioner require prices lower than the established Value Pricing.

All mobile electronic ordering prices must be the same as the exact product offering at the store concession locations in the airport. No up-charging or charging a price higher than what the customer can purchase the product elsewhere at ORD will be permitted without written approval by the City. Employees at the Airport receive a discount on food & beverage and retail items when purchased at Airport concessions. The respondent(s) should offer a similar employee discount program on items or services not already provided.

## 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>

## 14. 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://library.amlegal.com/nxt/gateway.dll/Illinois/chicago\\_il/title1generalprovisions/chapter1-24thechicagominimumwageordinanc?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:chicago\\_il\\$anc=JD\\_Ch.1-24](http://library.amlegal.com/nxt/gateway.dll/Illinois/chicago_il/title1generalprovisions/chapter1-24thechicagominimumwageordinanc?f=templates$fn=default.htm$3.0$vid=amlegal:chicago_il$anc=JD_Ch.1-24)

or

<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. 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:

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

or

[http://www.amlegal.com/nxt/gateway.dll/Illinois/chicago\\_il/title1generalprovisions/chapter1-24thechicagominimumwageordinanc?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:chicago\\_il\\$anc=JD\\_Ch.1-24](http://www.amlegal.com/nxt/gateway.dll/Illinois/chicago_il/title1generalprovisions/chapter1-24thechicagominimumwageordinanc?f=templates$fn=default.htm$3.0$vid=amlegal:chicago_il$anc=JD_Ch.1-24)

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/title10streetspublicwaysparkairsairportsand/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/title10streetspublicwaysparkairsairportsand/chapter10-36parksplaygroundsandairports?f=templates$fn=default.htm$3.0$vid=amlegal:chicago_il$anc=JD_10-36-210)

## 15. Other Terms and General Conditions

a. Facilities must be open and/or services provided 365 days a year with operating hours and staffing levels that support passenger activity at the Airport. Standard operating hours are from 5:30 a.m. to 10:00 p.m. daily. However, locations may be required to open earlier or stay open later, at the Commissioner’s sole discretion. The Selected Respondent may propose, subject to the Commissioner’s approval, alternative hours for any location.

b. From time to time, at the Commissioner’s discretion, the Selected Respondent may be required to remain open later than standard operating hours, with enough staffing and inventory, at one or more of its facilities in order to accommodate delayed passengers or other airport operating reasons.

c. All the Selected Respondent’s employees who work at the Airport must apply for and be issued security identification badges by the City prior to beginning work.

All applicants for security identification must complete security training and must pass criminal and other background investigations as the City may designate from time to time. Prospective respondents are advised that the City may, at its discretion, change security regulations and requirements from time to time and the Selected Respondent shall comply with all such regulations and requirements. Any fines assessed against the City for security violations by Selected Respondent or its employees, vendors, suppliers, or invitees shall be promptly reimbursed to the City by Selected Respondent.

- d. The Airport is a non-smoking facility.
- e. All Airport tenants shall abide by the policies, procedures and requirements of the Tenant Handbook, including any and all those related to COVID-19.

**E. CONCESSION OPPORTUNITY****1. Concession**

This RFP offers three (3) concessions packages, as outlined in the table below. The Terminal Floor Plans (see Attachment B) show the location of several offered spaces and 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.

**2. Scope of Concession Services****PACKAGE 1**

<b><u>Concession</u></b>	<b><u>Locations</u></b>	<b><u>Description</u></b>
<b>Alternative Mobile Electronic Self Ordering and Delivery Service</b>	Chicago O'Hare International Airport Terminals 1, 2 and 3  <i>*Future expansion into Terminal 5</i>	An E-Commerce system that utilizes an electronic mobile self-ordering and delivery platform that customers, employees and visitors to the Airport can select, order, purchase and pick up and/or have delivered to their gate area or other designated areas food & beverage and retail products available from concessionaires throughout the airport.

**PACKAGE 2**

<b><u>Concession</u></b>	<b><u>Locations (see Attachment B)</u></b>	<b><u>Description</u></b>
<b>Automated Self-Checkout Micro Mart(s)</b>	Vacant Space - T1B.U.75.F Vacant Space - T3HK.U.05.B  <i>*Additional locations TBD</i>	A free-standing, low- or no-contact market or retail store that allows customers to enter select either food & beverage or retail products and purchase the products either through self-checkout or through an Electronic E-Commerce Walk Out Technology system.

**PACKAGE 3**

<u>Concession</u>	<u>Locations (see Attachment B)</u>	<u>Description</u>
<b>Automated Retail, Services, and Food</b>	<p><b><u>Terminal 1</u></b></p> <ul style="list-style-type: none"> <li>- Location #1 T1,B12</li> <li>- Location #2 T1,C11</li> <li>- Location #4 T1,LL Baggage,</li> <li>- Location #5 T1,BL Tunnel</li> </ul> <p><b><u>Terminal 2</u></b></p> <ul style="list-style-type: none"> <li>- Location #3, T2,E1</li> <li>- Location #6 T2,E6</li> <li>- Location #7 T2, Adjacent to ATM</li> <li>- Location #8 T2,F12</li> <li>- Location #9 T2,E8</li> <li>- Location #10 T2,E1</li> <li>- Location #11 T2,H3</li> <li>- Location #12 T2-T3 Bridge</li> </ul> <p><b><u>Terminal 3</u></b></p> <ul style="list-style-type: none"> <li>-Vacant Space T3HK.U.9.H.B</li> <li>- Location #13 T3,H1</li> <li>- Location #14 T3,G11</li> <li>- Location #15 T3,H3</li> <li>- Location #16 T3,K18</li> <li>- Location #17 T3,K19</li> <li>- Location #18 T3,LL Baggage</li> <li>- Location #19 T3,BL Passageway to CTA</li> </ul> <p><i>*Additional and/or alternative locations TBD</i></p>	Higher end, high quality, branded, stand alone, automated facilities that allow customers to select and purchase food & beverage, retail products or provides an interactive service via a touch screen or other E-Commerce Technology.

***Note: Exact locations and number of locations may vary. City reserves the right to consider alternative/additional locations and brands and select final locations.***

**F. PROPOSAL REQUIREMENTS**

The proposal and copies must be submitted as follows:

- Two (2) signed bound paper copy of the proposal.
- Seven (7) USB flash drives containing the complete proposal in electronic files using portable document format (“PDF.” Please embed all fonts). The flash drives must include the proposal in two forms: 1) a single electronic file containing the entire proposal and 2) each tabulated section of the proposal as a separate electronic file.

Proposals must be contained in a sealed envelope or package. The outside of the envelope or package must clearly indicate the name of the project:

**“RFP for (RFP Name) at O’Hare Airport.”**

The name and address of the respondent must also be clearly printed on the outside of the envelope or package.

**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:

1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
2. 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."
3. Provide a separate to the required seven (7) a 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 proposal must include all the following items and documents organized in the following order:

- 1) Cover/Transmittal Letter
- 2) Experience and Qualifications Statement
- 3) Methods of Management and Operations
- 4) Concessions/E-Commerce System Development Plan
- 5) Airport Concession Disadvantaged Business Enterprise Participation Plan
- 6) Professional References
- 7) Outstanding Claims and Litigation
- 8) Exceptions
- 9) Executed Proposal Affidavit
- 10) Business Information Statement
- 11) Financial Statements
- 12) Other Information
- 13) Labor Peace Agreement
- 14) Sexual Harassment Affidavit
- 15) All Forms

Page limitations have been established for various sections of proposals submitted in response to this RFP as further described below.

- The Cover/Transmittal Letter cannot exceed three pages.
- The Experience and Qualifications Statement cannot exceed 10 pages (except for tables and photographs as requested in the instructions below. Photographs of the Respondent's architectural team's representative projects are not part of the 10-page limit but cannot exceed two pages).
- The Methods of Management and Operations section of the proposal cannot exceed 10 pages.
- The Concessions Development Proposal section of the proposal cannot exceed 20 pages (not including the Proposal Checklist or required divider pages) as further described below.

The "Other Information" section of the proposal cannot exceed five pages.

For purposes of these page limitations, a "page" shall mean a single-sided 8-1/2" x 11" paper with 1" margins on all sides and a standard font of at least 11 point (with the exception of drawings, plans and renderings, which may be provided on single-sided 11" x 17" paper, which shall be considered one "page").

### **1. Transmittal Letter**

Respondent must indicate a mailing address, contact person, telephone and fax numbers, and e-mail addresses, as well as any pertinent facts or details of the proposal which the Respondent desires to emphasize. The Transmittal Letter must include a statement that, if awarded a Concession, respondent commits to develop and perform the Concession a manner consistent with its proposal.

### **2. Experience and Qualifications Statement**

Respondent must provide information as requested related to respondent's relevant concession experience and qualifications, with special emphasis upon prior experience with the ownership, operation, and management of concessions and/or services at airports and other high-volume, high-traffic venues like those proposed. Respondent should also provide details on the pertinent experience of persons who will be directly involved in the development, operation, and management of the proposed concession at the ORD. This section of the Proposal should include information for the respondent and, as appropriate, its constituent entities and subtenants.

For any build-out of concession spaces and/or installation of any facilities, respondent must identify its architectural/engineering team, specifying prior experience in the design of concessions (including resumes and project experience) with photographs of representative projects attached. Also identify any LEED accredited professionals who are members of the proposed design team. As discussed in Section D.4 of this RFP, permit applications must be submitted by an architect who has successfully completed the Buildings

Department Self-Certification Program. The architect does not need to have completed the program by the RFP submittal deadline.

### **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 the concession.
- b. Merchandise Logistics including schedules for the delivery of new inventory and procedures for replenishment of stock.
- c. 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.
- d. Describe the methods you will use to monitor and remain current with passenger concessions trends during the term of the Agreement.
- e. Provide a Sustainability Plan as it pertains to the operations of the concession, as further described in Section D.12.

### **4. Concessions Development Plan**

Respondent must provide a detailed concessions development plan to cover the development of the proposed concession. Respondent should submit the following information for the location in enough detail to clearly define the proposed concession. This information should include the following detailed descriptions:

1. Concept/System and theme including why each component is best for ORD
2. Proposed menu of services and products and the approximate price range for each category.
3. Sources of merchandise, products, and supplies.
4. Narrative description of the proposed capital improvements.
5. Narrative description of the respondent's sustainability initiatives incorporated in the design and construction of the proposed tenant improvements.
6. Preliminary plans in sufficient detail to allow evaluation of the quality and design of the proposed tenant improvements including:
  - Layout and space plans of the facility showing, reception, points of sales, fixture layout, seating, expected queuing, and other pertinent features.
  - Renderings, sketches, or photo-renderings of the concessions that include the interior and exterior views of the facility and show the overall design of the space, general color scheme, and fixtures.

- Descriptions and photographs that demonstrate the quality of the various materials to be used within the concession. (Respondent is not required to submit materials boards but may do so at its discretion. If respondent chooses to submit materials boards, it does not count as a “page” for purposes of page limitations.)
- For E-Commerce Mobile Self Ordering and Delivery systems, graphic representations of the system (both hardware and software) and process of its use by the customer as well as support services and integration with the Concessionaires, Airlines, and/or City systems and reporting.
- For Automated Retail, Services and Food Machines and/or Kiosks, a description of the kiosk, its specifications and branded product offerings.
- Marketing plans and conceptual designs. These plans should show how the concession is planning to market the services to the customer as well as educating the customer on how to use it. The marketing plan should include graphic examples.
- All design materials should be included in the proposal.

### **Proposed Project Schedule**

Provide a proposed project schedule with timeline including the initial installation, testing, and go live dates for the concession/system.

### **Compensation to the City**

Provide the proposed License Fee. The “Compensation to the City” subsection must be in the format provided in Proposal Form G.

### **Projected Sales, Net Income, and Cash Flow**

Provide a good faith estimate of the expected annual gross revenue, cost of goods sold, wages and salaries, rent, other direct expenses, general and administrative expenses, depreciation and amortization, and earnings before interest and taxes (“EBIT”) to be derived from the Concession over the Term for the concession. Major assumptions used in developing the sales projections should also be clearly stated.

Caution: The City reminds respondents that, if awarded a Concession under this RFP, the respondent’s minimum compensation will be determined, in part, by respondent’s good faith estimates of gross revenues (or categories thereof, if applicable).

The “Projected Sales, Net Income, and Cash Flow” subsection of the proposal is limited to one page. Respondent may use the income and cash flow statement provided in Proposal Form C or a format of its own choosing if all the information requested on Proposal Form C is presented.

### **Capital Investment and Financing Plan**

Provide a detailed cost estimate for the proposed improvements, including but not limited to hard and soft costs, software and hardware costs, startup costs, etc. for the total Concession. The estimate should list all leasehold and tenant improvements; equipment, furnishings and fixtures; architectural design and engineering fees; and improvements completion bond. Respondent must exclude working capital, initial inventory, franchise fees, training and start-up costs, and other capital investments from this cost estimate.

Respondent may use the sources and uses statement provided in Proposal Form D or a format of its own choosing provided that all of the information requested on Proposal Form D is presented.

Respondent should specify the source of funds (cash, bank loan, etc.) for the capital improvements. Respondent must provide evidence of its ability to finance and undertake the monetary commitment required to successfully develop, construct, and operate the proposed Concession. Generally, this means that the sum of respondent's i) net working capital, ii) cash flow from existing operations, and iii) demonstrated access to credit or equity from external sources must be greater than the proposed investment in the Concession.

If respondent is relying on financial resources of a parent entity, joint venture partner, partner, or non-affiliated external source(s), then respondent must submit sufficient documentation, as specified herein, satisfactory to show that it meets the minimum financial capability qualification. Moreover, a corporate guaranty from any such parent entity or external source may be required to ensure respondent's ability to complete the Concession Development Plan.

### **5. Airport Concession Disadvantaged Business Enterprise Participation Plan**

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

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

In the event respondent's ACDBE Participation Plan does not identify participation by ACDBEs equal to or greater than the aspirational goal for this RFP, then respondent must provide evidence of good faith efforts to meet the aspirational goal. Examples of good faith efforts, as well as documentation needed to demonstrate good faith efforts, are shown in Section VI of the Special Conditions Regarding Airport Concession Disadvantaged

Business Enterprise (ACDBE) Commitment attached hereto as FORM E. **Please note that submission of an application for ACDBE certification by a prospective ACDBE participant, in the absence of other efforts, DOES NOT constitute good faith efforts.**

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

## 6. Professional References

Respondent must list three airport and/or landlord contacts from where it currently operates a facility or facilities like those being proposed for this offering. These references must be the respondent's primary contacts for day-to-day issues at the property. Respondent should use the format shown in Proposal Form J for each reference.

## 7. 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.

## **8. Exceptions**

Respondents should include a list and discussion of exceptions, if any, to the requirements of this RFP, Sample Agreement, and any addenda. Identify the requirement, nature of the exception and explanation. If no exceptions are identified and respondent's proposal is accepted, respondent is expected to conform to all the requirements specified herein including, in particular, execution of a contract substantially similar to the Sample Agreement attached hereto. The City, in its sole discretion, shall determine whether substantive or extensive exceptions render the proposal non-responsive.

Note: the proposer may include alternative deal terms in the Exceptions section for the City to consider. These deal terms may include rental options as long as they are no less than the financial equivalent of what is proposed in the main body of this proposal.

## **9. Executed Proposal Affidavit**

Respondent must include an executed proposal affidavit in the form of Proposal Form K to acknowledge that a) respondent has received all sections, material, and addenda (if any) comprising this RFP; b) respondent's proposal is based upon all of the terms and conditions set forth in this RFP; and c) respondent specifically agrees, if awarded a Concession, 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 respondent's proposal.

## **10. 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 caused 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.

During the evaluation process, 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.

## **11. Financial Statements**

Respondent must submit 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, if any, must be submitted with all 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 respondent must accompany the financial information
- If respondent is a wholly owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
- For a respondent who intends to form a joint venture or other new corporation, partnership, LLP or LLC in order to respond to this RFP, then the complete financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years (or in the case of individuals, the three most recent personal tax returns and a current statement of net worth) of each majority-interest partner, LLC/LLP member, joint-venturer, or shareholder must be submitted.
- If respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

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

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

The City reserves the right to obtain, at no cost to the respondent, a financial report, or other credit reports, on the responding parties to facilitate its financial evaluation of the respondent's proposal.

**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. Labor Peace Agreement**

Complete and submit acknowledgements of Labor Peace Agreement regulatory requirement (Proposal Form H). Entities claiming the small business exemption should submit Proposal Form I in lieu of Proposal Form H. Failure to provide either Proposal Form H or Proposal Form I for respondent and all applicable partners and subtenants may result in the proposal being deemed non-responsive.

**14. Sexual Harassment Affidavit**

Complete and submit affidavit (Proposal Form M) in accordance with requirements set forth in Section 2-92-612 of the Municipal City Code.

## G. EVALUATION CRITERIA

All proposals will be reviewed and evaluated by an evaluation committee appointed by the Commissioner (for purposes of this Section G, the “Committee”), which will recommend to the Commissioner one or more respondents for award of the subject concessions as described in Section C.8 above. 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

<p><b>Experience and Qualifications</b></p> <p>The Committee will consider the respondent’s experience and qualifications based on an assessment of its prior experience at other airports or similar high-traffic venues. This criterion includes, but is not limited to, factors such as the comparative size, number and performance of the respondent’s other businesses, respondent’s experience with the proposed concept, references, and the experience and qualifications of designated on-site management. This criterion also includes an assessment of the respondent’s ability to financially support the proposed improvements. The evaluation under this criterion shall apply to the respondents and all constituent entities of respondent.</p>	15 Points
<p><b>Concept/System Plan and Services</b></p> <p>The Committee will consider the respondent’s proposed concession/system plan including, but not limited to, factors such as systems and integration, space utilization, quality and variety of products and services available to passengers and employees. Product offerings and pricing levels to passengers will also be considered.</p>	30 Points
<p><b>Facility/System Design</b></p> <p>The Committee will consider the physical and/or the systems design and installation of the proposed concession, including but not limited to, factors such as innovation; creativity of design concepts; quality of materials; floor plans; presentation of themes; circulation and queuing; uses of technology; graphics and signage; and visual interest, etc..</p>	25 Points
<p><b>Management and Operations Plan</b></p> <p>This criterion includes, but is not limited to, staffing levels; corporate management support; inventory logistics; employee training; customer service programs; and facility maintenance schedules Sustainable designs and use of recycled or recyclable materials for the packaging of products sold.</p>	20 Points
<p><b>Compensation to the City</b></p> <p>Evaluation of this criterion is based on the total compensation proposed by respondent. The ability of the respondent to finance the project will also be evaluated.</p>	10 Points

The City may also consider the past performance of the respondents on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation. 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, statutes, and regulations. Compliance with the City and Federal Aviation Administration regulations and requirements including but not limited to 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); 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



Year-To-Date Operations, Passengers, Cargo Summary By Class  
As of December 2019  
O'Hare International Airport

Page 1 of 1  
04/14/2020

		THIS MONTH	YEAR-TO-DATE	% CHANGE OVER LAST YEAR	
				THIS MONTH	YEAR-TO-DATE
<b>AIRCRAFT OPERATIONS</b>					
<b>DOMESTIC</b>					
	Air Carrier	67,086	793,158	2.11	9.49
	Cargo Operator	1,032	11,031	8.18	16.14
	Commuter	0	0	0.00	0.00
	General Aviation	592	10,130	-13.20	-2.95
	Helicopters	0	4	0.00	-88.24
	Miscellaneous	751	5,836	43.87	14.23
	Sub Total:	69,461	820,159	2.37	1.81
<b>INTERNATIONAL</b>					
	Air Carrier	6,684	86,165	-7.28	4.42
	Cargo Operator	1,143	13,380	-7.45	-8.07
	Commuter	0	0	0.00	0.00
	General Aviation	0	0	0.00	0.00
	Helicopters	0	0	0.00	0.00
	Miscellaneous	0	0	0.00	0.00
	Sub Total:	7,827	99,545	-7.31	1.39
<b>TOTAL:</b>		77,288	919,704	1.29	1.77
<b>PASSENGER VOLUME</b>					
<b>DOMESTIC</b>					
	Revenue	5,626,270	68,029,131	7.69	1.75
	NonRevenue	187,850	2,421,195	-6.83	-0.83
	Sub Total:	5,814,120	70,450,326	7.15	1.66
<b>INTERNATIONAL</b>					
	Revenue	1,047,721	13,947,180	-5.39	1.83
	NonRevenue	18,198	251,609	-13.31	0.28
	Sub Total:	1,065,919	14,198,789	-5.53	1.80
<b>TOTAL:</b>		6,880,039	84,649,115	4.97	1.69
<b>CUSTOMS:</b>		401,373	5,665,411	-0.26	-0.65
<b>CARGO TONNAGE (IN METRIC TONNES)</b>					
<b>DOMESTIC</b>					
	Freight	22,131.7	343,070.0	1.57	13.71
	Express	7,986.0	84,966.5	1.27	14.54
	Mail	3,735.0	36,070.0	-10.54	-15.23
	Sub Total:	33,852.7	464,106.5	0.01	10.92
<b>INTERNATIONAL</b>					
	Freight	98,999.5	1,203,673.9	-16.62	-8.97
	Express	5,595.0	76,708.0	-12.51	-7.83
	Mail	4,703.7	43,512.4	10.44	13.40
	Sub Total:	109,298.2	1,323,894.2	-15.53	-8.31
<b>TOTAL</b>		121,131.2	1,546,743.8	-13.80	-4.76
	Express	13,581.0	161,674.5	-4.90	2.71
	Mail	8,438.7	79,582.4	0.06	-1.66
	Sub Total:	143,150.9	1,788,000.7	-12.31	-3.99

\* Commuter statistics were combined with Air Carrier statistics

## Attachment A



Year-To-Date Operations, Passengers, Cargo Summary By Class  
As of December 2018  
O'Hare International Airport

Page 1 of 1  
04/10/2019

				% CHANGE OVER LAST YEAR	
		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
<b>AIRCRAFT OPERATIONS</b>					
<b>DOMESTIC</b>					
	Air Carrier	54,108	658,857	2.32	2.91
	Cargo Operator	954	9,498	1.38	3.08
	Commuter	11,590	121,629	17.44	6.01
	General Aviation	682	10,438	-4.48	-1.82
	Helicopters	0	34	100.00	0.00
	Miscellaneous	522	5,109	62.62	7.65
	Sub Total:	67,856	805,565	4.84	3.33
<b>INTERNATIONAL</b>					
	Air Carrier	7,067	81,792	13.75	5.51
	Cargo Operator	1,235	14,554	35.57	46.49
	Commuter	142	1,836	100.00	100.00
	General Aviation	0	0	100.00	100.00
	Helicopters	0	0	100.00	100.00
	Miscellaneous	0	0	100.00	100.00
	Sub Total:	8,444	98,182	18.53	12.26
<b>TOTAL:</b>		76,300	903,747	6.19	4.23
<b>PASSENGER VOLUME</b>					
<b>DOMESTIC</b>					
	Revenue	5,224,538	66,856,757	0.31	2.58
	NonRevenue	201,629	2,441,484	16.43	11.51
	Sub Total:	5,426,167	69,298,241	0.83	2.87
<b>INTERNATIONAL</b>					
	Revenue	1,107,368	13,696,319	15.61	11.85
	NonRevenue	20,992	250,912	14.51	13.87
	Sub Total:	1,128,360	13,947,231	15.59	11.89
<b>TOTAL:</b>		6,554,527	83,245,472	3.10	4.28
<b>CUSTOMS:</b>		402,421	5,830,435	1.55	10.00
<b>CARGO TONNAGE (IN U.S. METRIC TONS)</b>					
<b>DOMESTIC</b>					
	Freight	21,790.0	301,699.2	-11.55	-8.32
	Express	7,886.0	74,178.1	-10.70	-16.77
	Mail	4,175.0	42,549.9	-2.57	-1.06
	Sub Total:	33,851.0	418,427.2	-10.33	-9.27
<b>INTERNATIONAL</b>					
	Freight	118,740.0	1,322,325.6	15.25	10.90
	Express	6,395.0	83,228.1	-1.22	1.40
	Mail	4,259.0	38,372.3	8.63	-1.71
	Sub Total:	129,394.0	1,443,925.9	14.08	9.93
<b>TOTAL</b>					
	Freight	140,530.0	1,624,024.7	10.08	6.75
	Express	14,281.0	157,406.2	-6.69	-8.06
	Mail	8,434.0	80,922.2	2.78	-1.37
	Sub Total:	163,245.0	1,862,353.1	7.99	4.94

## Attachment A



Year-To-Date Operations, Passengers, Cargo Summary By Class  
As of December 2017  
O'Hare International Airport

Page 1 of 1  
03/28/2019

				% CHANGE OVER LAST YEAR	
		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
<b>AIRCRAFT OPERATIONS</b>					
<b>DOMESTIC</b>					
	Air Carrier	52,881	640,226	17.78	7.65
	Cargo Operator	941	9,214	-0.95	9.82
	Commuter	9,869	114,738	-19.24	-27.59
	General Aviation	714	10,632	-5.80	-8.69
	Helicopters	0	34	100.00	-76.39
	Miscellaneous	321	4,746	-19.14	-49.15
	Sub Total:	64,726	779,590	9.29	-0.40
<b>INTERNATIONAL</b>					
	Air Carrier	6,213	77,524	3.91	9.16
	Cargo Operator	911	9,935	16.94	13.95
	Commuter	0	0	-100.00	-100.00
	General Aviation	0	0	100.00	100.00
	Helicopters	0	0	100.00	100.00
	Miscellaneous	0	0	100.00	100.00
	Sub Total:	7,124	87,459	1.22	2.97
<b>TOTAL:</b>		71,850	867,049	8.43	-0.07
<b>PASSENGER VOLUME</b>					
<b>DOMESTIC</b>					
	Revenue	5,208,145	65,173,241	9.13	1.58
	NonRevenue	173,171	2,189,426	8.90	6.62
	Sub Total:	5,381,316	67,362,667	9.12	1.74
<b>INTERNATIONAL</b>					
	Revenue	957,858	12,245,170	5.32	6.07
	NonRevenue	18,332	220,346	12.21	6.80
	Sub Total:	976,190	12,465,516	5.44	6.09
<b>TOTAL:</b>		6,357,506	79,828,183	8.54	2.40
<b>CUSTOMS:</b>		396,279	5,300,295	9.49	4.81
<b>CARGO TONNAGE (IN U.S. METRIC TONS)</b>					
<b>DOMESTIC</b>					
	Freight	24,636.5	329,061.3	-3.18	14.79
	Express	8,831.0	89,125.4	4.09	11.60
	Mail	4,285.0	43,005.8	2.55	10.92
	Sub Total:	37,752.5	461,192.5	-0.93	13.79
<b>INTERNATIONAL</b>					
	Freight	103,024.9	1,192,321.3	6.78	12.30
	Express	6,473.7	82,083.0	26.10	19.89
	Mail	3,920.7	39,040.2	-0.28	17.30
	Sub Total:	113,419.2	1,313,444.6	7.46	12.89
<b>TOTAL</b>		127,661.4	1,521,382.6	4.70	12.83
	Express	15,304.7	171,208.3	12.39	15.43
	Mail	8,205.7	82,046.1	1.18	13.87
	Sub Total:	151,171.7	1,774,637.1	5.23	13.12

## Attachment A

City of AASTAT2000 Monthly Operations, Passengers, Cargo Summary By Class PAGE: Page 1 of 1  
 Department of Aviation For December 2016 DATE: 03/16/2017  
 Airport Activity Statistics O'Hare International Airport

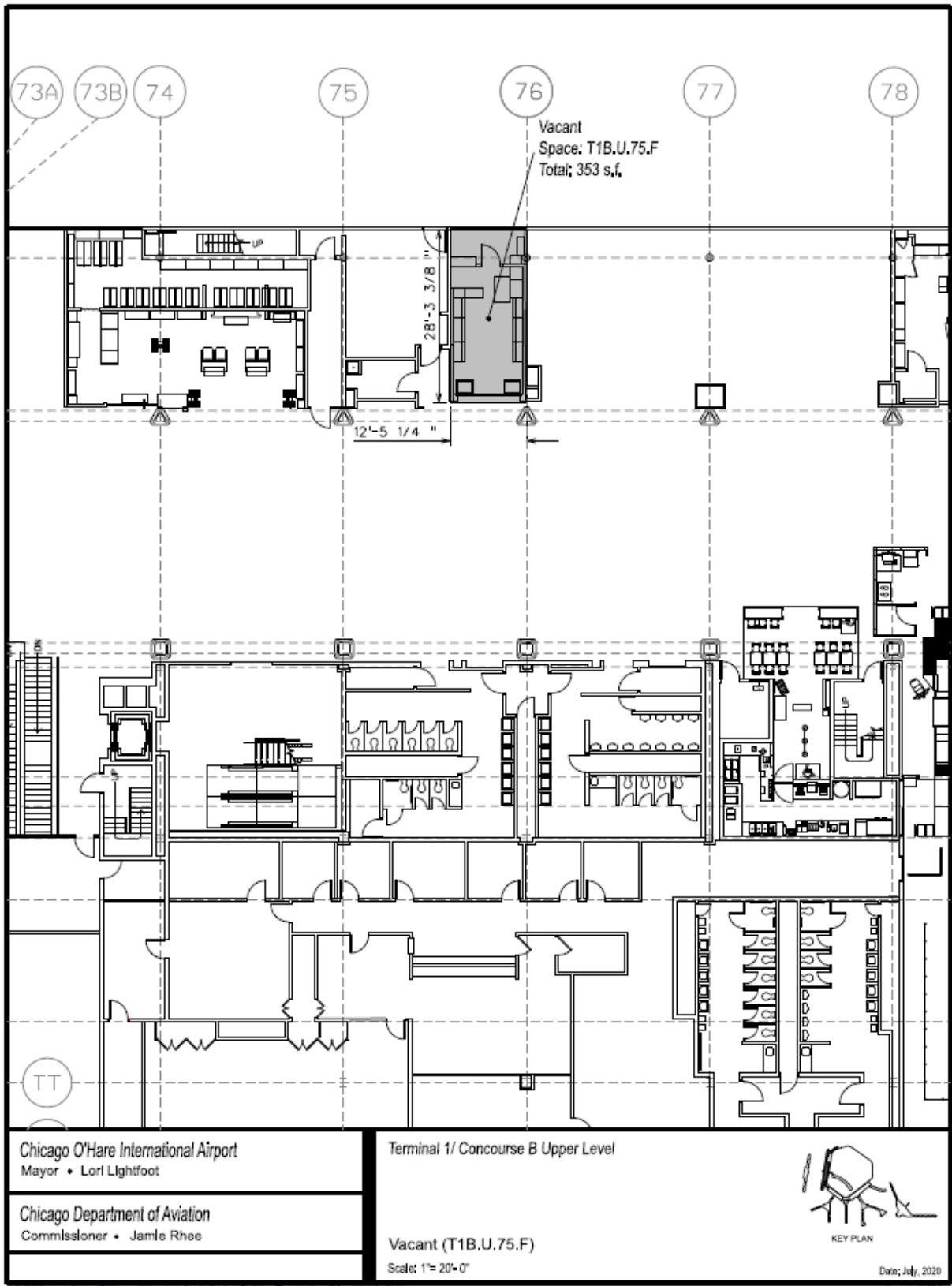
				% CHANGE OVER LAST YEAR	
		THIS MONTH	YEAR-TO-DATE	THIS MONTH	YEAR-TO-DATE
AIRCRAFT OPERATIONS					
DOMESTIC					
	Air Carrier	44,902	594,733	-6.00	-5.14
	Cargo	946	8,386	-0.42	5.14
	Commuter	12,220	158,456	0.40	14.84
	General Aviation	758	11,644	1.34	0.22
	Helicopters	0	144	-100.00	380.00
	Miscellaneous	397	9,331	-57.36	-7.94
	*** TOTAL	59,223	782,694	-5.35	-1.51
INTERNATIONAL					
	Air Carrier	5,988	70,193	16.61	6.51
	Cargo	770	9,546	-0.52	-1.83
	Commuter	280	5,202	-37.50	7.75
	General Aviation	0	0		
	Helicopters	0	0		
	*** TOTAL	7,038	84,941	10.71	5.58
TOTAL		66,261	867,635	-3.87	-0.86
PASSENGER VOLUME					
DOMESTIC					
	Revenue	4,772,610	64,156,957	-7.25	0.28
	NonRevenue	159,012	2,053,480	3.60	4.48
	***Total	4,931,622	66,210,437	-6.94	0.40
INTERNATIONAL					
	Revenue	909,492	11,543,884	11.89	6.75
	NonRevenue	16,337	206,308	17.38	7.19
	***Total	925,829	11,750,192	11.98	6.76
TOTAL		5,857,451	77,960,629	-4.38	1.31
CUSTOMS		361,931	5,057,214	1.39	-1.40
CARGO TONNAGE					
DOMESTIC					
	FREIGHT	28,050.1	316,000.1	11.90	5.44
	EXPRESS	9,351.6	88,030.1	20.78	21.32
	MAIL	4,605.9	42,739.4	17.07	-14.08
	*** TOTAL	42,007.6	446,769.6	14.33	5.87
INTERNATIONAL					
	FREIGHT	106,354.7	1,170,327.7	15.03	-3.24
	EXPRESS	5,658.8	75,470.4	2.73	1.88
	MAIL	4,334.1	36,688.0	-6.12	-0.46
	*** TOTAL	116,347.6	1,282,486.1	13.42	-2.88
TOTAL	FREIGHT	134,404.8	1,486,327.8	14.36	-1.52
	EXPRESS	15,010.4	163,500.5	13.28	11.50
	MAIL	8,940.0	79,427.4	4.55	-8.28
	*** TOTAL	158,355.2	1,729,255.7	13.66	-0.76

## Attachment A

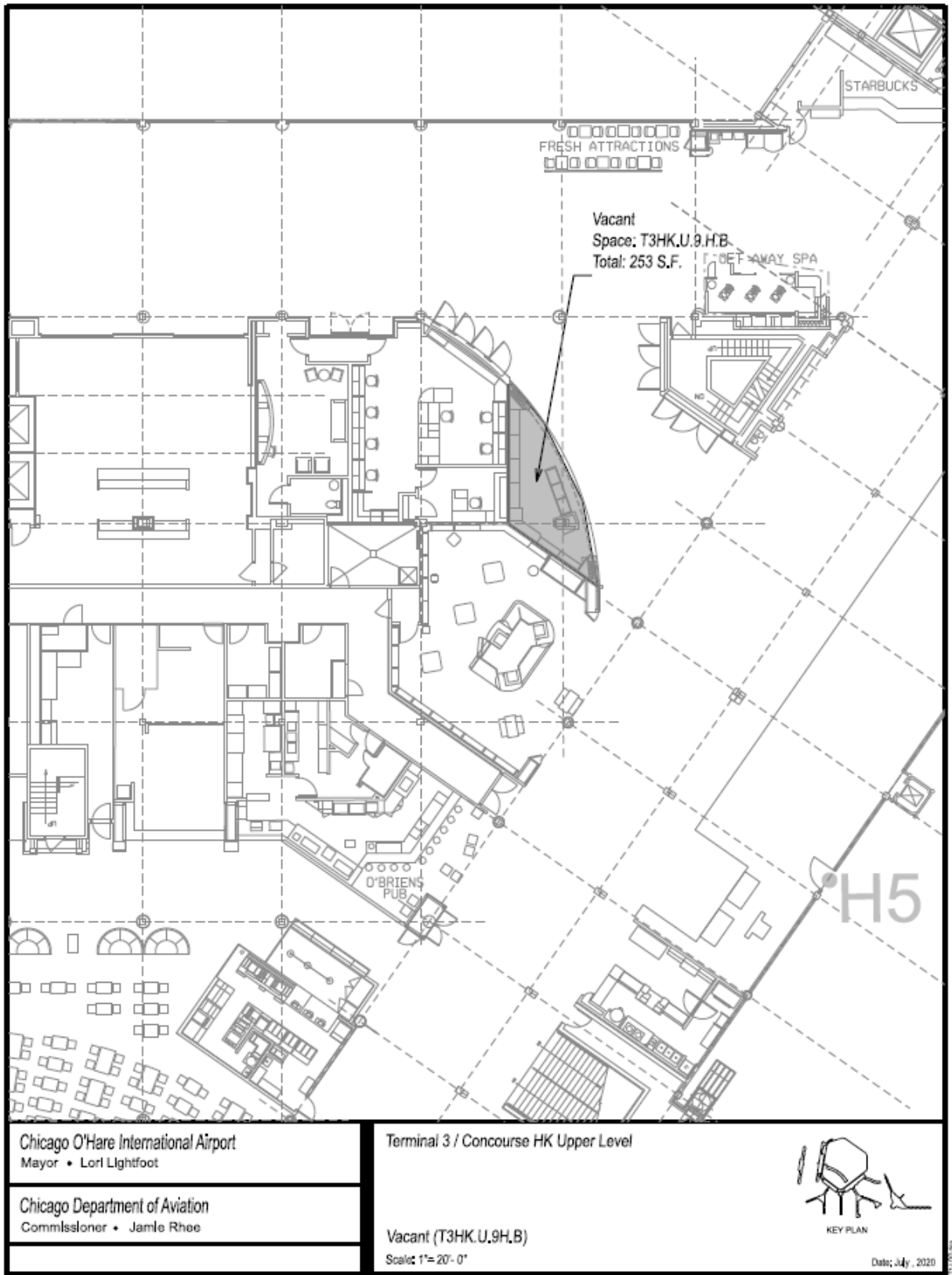
City of AASTAT2000 Monthly Operations, Passengers, Cargo Summary By Class PAGE: Page 1 of 1  
 Department of Aviation For December 2015 DATE: 02/11/2016  
 Airport Activity Statistics O'Hare International Airport

		THIS MONTH	YEAR-TO-DATE	% CHANGE OVER LAST YEAR	
				THIS MONTH	YEAR-TO-DATE
AIRCRAFT OPERATIONS					
DOMESTIC					
	Air Carrier	47,723	626,906	-8.19	-0.03
	Air Taxi	0	1		
	Cargo	950	7,975	17.43	3.10
	Commuter	12,171	137,974	1.14	-11.56
	General Aviation	748	11,618		10.29
	Helicopters	4	30		25.00
	Miscellaneous	975	10,180	57.51	121.79
	*** TOTAL	62,571	794,684	-5.46	-1.40
INTERNATIONAL					
	Air Carrier	5,135	65,900	4.05	1.96
	Air Taxi	0	1		
	Cargo	774	9,723	10.26	26.31
	Commuter	448	4,828	50.34	33.89
	General Aviation	0	0		
	Helicopters	0	0		
	*** TOTAL	6,357	80,452	7.11	5.95
TOTAL		68,928	875,136	-4.43	-0.77
PASSENGER VOLUME					
DOMESTIC					
	Revenue	5,145,730	63,978,118	8.33	11.51
	NonRevenue	153,489	1,965,372	1.78	0.96
	***Total	5,299,219	65,943,490	8.13	11.16
INTERNATIONAL					
	Revenue	812,874	10,813,541	4.31	2.38
	NonRevenue	13,918	192,473	-4.81	0.46
	***Total	826,792	11,006,014	4.14	2.35
TOTAL		6,126,011	76,949,504	7.58	9.81
CUSTOMS		356,984	5,128,996	6.62	5.17
CARGO TONNAGE					
DOMESTIC					
	FREIGHT	25,066.8	299,692.5	0.42	1.60
	EXPRESS	7,742.4	72,557.7	13.18	-4.68
	MAIL	3,934.3	49,741.3	13.75	12.14
	*** TOTAL	36,743.5	421,991.5	4.21	1.57
INTERNATIONAL					
	FREIGHT	92,457.8	1,209,577.8	-1.46	14.95
	EXPRESS	5,508.4	74,074.3	1.40	-5.53
	MAIL	4,616.7	36,857.2	-0.74	14.36
	*** TOTAL	102,582.9	1,320,509.3	-1.28	13.56
TOTAL	FREIGHT	117,524.6	1,509,270.3	-1.06	12.03
	EXPRESS	13,250.8	146,632.0	7.97	-5.11
	MAIL	8,551.0	86,598.5	5.44	13.07
	*** TOTAL	139,326.4	1,742,500.8	0.11	10.40

Attachment B



Attachment B



Attachment B

