

CITY OF CHICAGO
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT
NOTICE OF AVAILABILITY TO OPERATE CONCESSIONS ON THE CHICAGO RIVERWALK
SPECIFICATION NUMBER: 135525
OCTOBER 16, 2015

The City of Chicago ("City") Department of Fleet and Facility Management ("2FM" or "Department") hereby issues this notice of availability ("NOA"), inviting the submission of proposals from food and beverage, retail, recreational, cultural and educational businesses with the qualifications and expertise necessary to operate on the Chicago Riverwalk for the 2016 Season.

For the purposes of this NOA, "Commissioner" refers to the Commissioner of 2FM. "Respondents" or "Proposers" mean the entities who submit responses to this NOA. The documents submitted will be referred to as "Proposals." The "Season" shall mean the period beginning on Memorial Day and ending on the first of October of each year. However, Proposals may provide for starting dates before Memorial Day and ending dates after October 1st.

The City intends to award agreements ("License Agreement(s)") to successful Respondents ("Licensee" or "Operator") for operations in available spaces ("Locations") for the 2016 Season, with a possible one-Season extension, to be taken at the City's sole option. The City currently intends to award multiple License Agreements, with one Licensee per Location, though a single Licensee might be selected for multiple Locations. Respondents may submit proposals for single or multiple Locations, either as alternate sites or to be combined into a single Location or operation. Riverwalk maps and site descriptions of the Locations are shown in Attachment A to this NOA.

To be considered for the award of a License Agreement, please deliver one (1) original and seven (7) paper copies, and five (5) electronic copies of the Proposal on clearly labeled, separate CD-ROMs or flash drives in PDF format. If provided, a redacted CD-ROM or flash drive will be an additional copy and must be labeled "Redacted Proposal." The original proposal must be clearly marked "Original." Respondent must enclose all documents in a sealed envelope that indicates the name of the project, i.e., "Operation of Concessions on the Chicago Riverwalk 2016."

Deliver your Proposals to:

Commissioner David J. Reynolds
Department of Fleet and Facility Management
30 North LaSalle Street- Suite 300
Chicago, Illinois 60602
Attention: Carmen Duran

PROPOSALS SUBMITTED IN RESPONSE TO THIS NOA WILL BE ACCEPTED UNTIL:
12:00 P.M. CDT, DECEMBER 2, 2015

LATE PROPOSALS WILL NOT BE CONSIDERED FOR SELECTION AND WILL BE RETURNED TO YOU UNOPENED.

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

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NOTE: All dimensions and configurations shown in Attachment A are approximate and subject to change.

A. THE CHICAGO RIVERWALK

1. Overview

The Riverwalk enhances residents' and visitors' enjoyment of Chicago. Mayor Emanuel envisions a mix of recreational, cultural, entertainment, food and beverage and retail facilities on the Riverwalk, creating a vibrant area to be enjoyed by residents, tourists and visitors alike.

The Riverwalk runs parallel to Wacker Drive along the South Bank of the Main Branch of the Chicago River from Lake Street to Lake Shore Drive. Much of the Riverwalk is complete; Phase 3, the City's final phase of construction, will extend the Riverwalk from the west side of LaSalle Street to the north side of Lake Street by the fall of 2016.

Attachment A shows Locations in Phase 1 and 2 that will be available for the operations of concessions pursuant to this NOA.

Phase 1 of the Riverwalk extends from Lake Shore Drive to State Street. It connects to the Lake Front Trail between Wabash Street and Lake Shore Drive. It is a pedestrian path surrounded by landscaping with a few concessionaires operating from semi-permanent structures. An architectural tour boat company operates from this section of the Riverwalk, and Friends of the River operates a museum within the southwest tower of the Michigan Avenue bridge.

Phase 2 of the Riverwalk runs from State Street to LaSalle Street; it was completed in 2015. This section was created to reflect various river typographies and is more modern and urban. A variety of concessionaires operated in Phase 1 and 2 from May 2015 to November 1, 2015.

Phase 3, from the west side of LaSalle Street to the north side of Lake Street, is under construction and will be completed fall of 2016. It is not available under this NOA.

Prior to 2015, the Chicago Park District managed concessions on the Riverwalk between Lake Shore Drive and State Street. The City assumed responsibility for the concession program in 2015. The 2015 Season continues to November 1, 2015 and has shown the Riverwalk to be a popular destination for downtown visitors, workers and residents.

Geographically, the Riverwalk intersects Michigan Avenue and State Street. It is a short walking distance from Millennium Park and the Theater District and in close proximity to Navy Pier. Neighboring businesses include the following hotels: Trump, Langham, Hyatt, and SwissHotel. The Riverwalk is across the River from the House of Blues concert venue (just cross either the State or Dearborn Bridge). It is also adjacent to the City's central business district and vibrant River North entertainment district.

In keeping with Mayor Emanuel's vision of a multi-use facility, the Department hereby requests Proposals from food and beverage, retail, recreational, entertainment, cultural and educational businesses for operation along the Chicago Riverwalk for, at a minimum, the 2016 Season (as may be extended by Proposal within 2016), and a possible one-Season extension, to be taken at the City's sole discretion. Respondents must consider the Riverwalk Guiding Principles identified in Attachment B when creating their Proposals.

2. Concession Opportunities

Opportunities for the operations of concessions are available at Locations within Phase 1 and Phase 2 (See, Attachment A). All 2015 Licensees expire on November 1. All Locations occupied in the 2015 Season will be available for new Proposals.

Example of possible concessions include but are not limited to: facilities for human-powered boating; bike rentals; other sports rentals; food and beverage; retail, particularly of a cultural or environmental nature; educational facilities; entertainment venues; commercial boats docked along the seawall with food and beverage or associated with a food and beverage provider operating in the land adjacent; or any other type of family-friendly concessions. The Department encourages Respondents to propose other ideas to enhance the use and enjoyment of the Riverwalk and Chicago River. Attachment A also includes a map that depicts where boat docking is allowed. Proposals for hourly boat docking will be accepted for Area 4, the Marina Plaza, only. Proposals for bike rentals and bike concessions will be accepted for Area 1a of Phase 1 only, which is east of Columbus Drive.

Phase 1

Phase 1 of the Riverwalk extends from Lake Shore Drive to State Street. The section from Lake Shore Drive to Columbus Drive is a long path surrounded by greenery. The section between Michigan Avenue and State Street is referred to as the Civic District and includes the Vietnam Veterans Memorial and the McCormick Bridgehouse & Chicago River Museum. Features of Phase 1 are the existing popular tour boat facility east of Michigan Avenue and a well-traveled jogging path. Phase 1 includes the following areas:

Area 1a: Lake Shore Drive to East of Columbus Drive:

499 East Riverwalk South – 305 East Riverwalk South

Historically, operators in this area have worked out of trailers or temporary structures. If similar structures are required, Respondents must include those in their proposal. Please note it is important for the City to retain as much greenery in this area as possible. Proposals that include operations from carts that are stored after hours would also be considered for this Area 1a. There is space for multiple temporary structures or permanent build-outs to be placed along the Lowest Level Wacker fence line. Human powered craft launches are encouraged at this location, but such structures must comply with the all applicable state and federal rules, regulations, and permits. Please see the docking map in Attachment A.

This is the only area where bicycle rentals will be considered. Although bicycles are permitted on the Riverwalk, bicyclists must walk their bikes west of Columbus during times of high attendance. Proposals for this area must specify the desired square footage, a site design plan including approximate location and a list of operational requirements, including utilities. Full service food and beverage operations in this Area must make allowance for sanitary facilities in order to comply with the health code, Attachment F. Historically this has been achieved through portable toilet rentals but proposals for more permanent structures are permissible. The City may award multiple License Agreements in this Area, so the precise footprint and location of each concession may be subject to negotiation.

Area 1b: West of Columbus Drive:

233 East Riverwalk South

The Location(s) in Area 1b have been the location of a food and beverage vendor but other uses would be considered. This Location(s) is immediately adjacent to a popular tour boat operation. The tour boats dock along the entire length of the seawall in front of this Location(s), and, therefore, views of the River may be blocked at times as boats circulate throughout the day. Proposals should take into consideration the active tour boat operations that occur on the seawall. The tour boat operations will not be relocated to accommodate Riverwalk Licensees. Proposals for this Location(s) must include required square footage, a site design plan including approximate location, and a list of operational requirements, including utilities. Full service food and beverage operations in this Area must make allowance for sanitary facilities in order to comply with the health code; proposers should not rely upon the temporary structure in this area during summer 2015 to remain.

Area 2: East Wabash Avenue:

45 East Riverwalk South

The area immediately east of the Wabash Bridge has approximately 11,315 square feet of developable space that includes 6,057 square feet of exterior plaza space for outdoor dining and 5,258 square feet of space beneath upper Wacker Drive. Historically it has been the location of a food and beverage vendor, but other uses would be considered. This site was completed during East-West Wacker Reconstruction in 2001 and added to again in 2009 with the Wabash underbridge project. It is adjacent to Lower Wacker drive delivery access. Proposals for this site must include required square footage, a site design plan, and a list of operational requirements, including utilities. Full service food and beverage operations in this Area must make allowance for sanitary facilities in order to comply with the health code, historically this has been achieved through portable toilet rentals but proposals for more permanent structures are permissible.

Area 3 Lower: West Wabash Avenue:

31-35 East Riverwalk South

The area immediately west of the Wabash Bridge was built as part of the Vietnam Veterans Memorial in 2005. There is approximately 6,113 square feet of interior space available on the Riverwalk level and potential for expansion in the plaza above. This space also has a small plaza right in front of the space on the Riverwalk level and is adjacent to Lower Wacker Drive delivery access. This Area was intended to connect to the Area 3 Upper site by elevator so a structure was constructed as part of the Wacker Drive Reconstruction to house an elevator as well as a waiting station to service outdoor seating on the Upper West Wabash plaza. However, the elevator was never installed. Proposals for Area 3 that also include activating the Upper West Wabash plaza would be well received. This interior space is considered to be raw; however, there is an existing water connection with water meter, ceiling lights, and a few electrical outlets, capable of a small load only, but Licensees may add additional electrical. Licensees located in Phase 2 area of the Riverwalk must have access to the Loading Area behind Area 3, as shown in Attachment A; proposals for Area 3 must take this into account. (For the 2015 Season, those concessionaires have accessed the Loading Area via the west-most glass doors.) Proposals for this site must include required square footage, a site design plan, and a list of operational requirements, including utilities. Full service food and beverage operations in this Area must make allowance for sanitary facilities in order to comply with the health code, historically this has been achieved through portable toilet rentals but proposals for more permanent solutions are permissible.

Area 3 Upper: West Wabash and Wacker:

376 North Wabash

The kiosk located in Area 3 Upper was constructed during the East-West Wacker Drive Reconstruction. It was intended to connect to the Riverwalk by elevator. A structure was constructed as part of the Wacker Drive Reconstruction to house an elevator as well as a waiting station to service outdoor seating on the Upper West Wabash plaza but the elevator was never installed. Proposals for Area 3 Upper only as well as proposals that connect both Area 3 Upper and Lower sites will be considered.

Phase 2

Phase 2 extends from State Street to LaSalle Street and is referred to as the Arcade District. Construction was completed in May 2015, and concessions operated during the 2015 Season. Phase 2 includes the following areas:

Area 4: The Marina Plaza:

11, 15, 19, 23, and 27 West Riverwalk South

The area between State Street and Dearborn Street is the connection between the formal Vietnam Veteran's Memorial and the Riverwalk to the west. Features of the Marina Plaza include 4,700 square foot outdoor plaza for al fresco dining and a public restroom. There are five bays of interior space in the arcade available for concession operations. There are connections for electrical, water and sewer available. The entire length allows for 1,750 square feet, each individual bay is approximately 350 square feet. Respondents can propose on one bay and the adjoining exterior space or up to all five bays. Proposals for this area must include required interior and exterior square footage, a site design plan showing ADA compliant continuous path through the plaza, and a list of operational requirements, including utilities. This is the only Area where hourly boat docking operations will be considered.

More than one Licensee may operate in this area, up to a total of five (one per bay). Two Licensees operated from Area 4 during the 2015 Season.

Area 5: The Cove:

55, 59, 63, 67 and 71 West Riverwalk South

The area between Dearborn Street and Clark Street is less formal than the Marina Plaza and provides a great area for recreation. Features of the Cove include seating areas open to the public, a public restroom, and a beach-like area that can receive human powered craft from throughout the Chicago waterway system. Concessions offering amenities to human powered craft users are encouraged; however, concessions to launch crafts from this site are prohibited. There is 1,750 square feet of interior space in the Cove. Similar to The Marina, there are five bays of interior space in the arcade, each approximately 350 square feet, with connections for electrical, water and sewer available. Proposals may, but need not, cover the entire space; however, in order to be compliant with ADA, a maximum of two Licensees will be permitted in the Cove so that each will have access to a ramp on either end. Proposals for this area must include required interior and exterior square footage, a site design plan showing ADA access, and a list of operational requirements, including utilities.

No more than two Licensees may operate in this area. Two Licensees operated from Area 5 for the 2015 Season.

Area 6: The River Theater:

105 West Riverwalk South

The area between Clark Street and LaSalle Street is the River Theater. The River Theater is a magnificent staircase leading down to the Riverwalk and the river. Growing from the steps is an urban forest which provides shade to those sitting in the River Theater. A ramp is carved into the steps, providing access between Upper Wacker Drive and the Riverwalk. Licensee operations that provide for docking of water taxis or a restaurant, charter, or entertainment boat are encouraged. Additionally, programming for carts or temporary stalls will be considered, either stand-alone or as satellites to operations elsewhere on the Riverwalk: as shown on Attachment A, there is an approximately 500 sq. foot area that could be used for carts or similar temporary structures. Proposals for this site must include required square footage, a site design plan, and a list of operational requirements, including utilities.

One Licensee operated from Area 6 for the 2015 Season.

Phase 3

Phase 3, LaSalle Street to Lake Street, is currently under construction. Construction will be completed in fall 2016. A request for proposals for concessions located in Phase 3 will be issued at a later date.

3. Riverwalk Revenues from Past Existing Tenants and Concessionaires

The Chicago Park District managed concessions in Phase 1 of the Chicago Riverwalk from 2010-2014. The 2015 Season continues until November 1, 2015 revenue information is not available.

Prior to completion of the new sections in Phase 2 and more extensive concession offerings for the 2015 Season, the annual revenues for Phase 1 as reported by the Chicago Park District were:

Concessionaire	2010	2011	2012	2013	2014
Bike Chicago (lower)	\$92,506	\$88,233	\$61,505	\$14,288	\$4,175
Bike Chicago (upper)	\$5,448	\$84,077	\$83,198	\$33,318	\$8,418
Cyrano's Café and Wine Bar	\$190,868	\$232,767	\$203,009	\$165,423	\$273,171
O'Brien's Riverwalk Café	\$884,493	\$790,435	\$755,743	\$567,314	\$629,725
Tree of Life Juice Bar				\$6,040	-
Urban Kayaks		\$63,015	\$286,903	\$294,919	\$331,291
Totals	\$1,173,315	\$1,258,528	\$1,390,358	\$1,081,303	\$1,246,780

As reported by Chicago Park District. The City is unable to guarantee the accuracy of these figures or provide any additional information.

B. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

Respondents who are able to demonstrate experience and expertise in the operations of concessions that provide food and beverage, retail, recreational, cultural or educational services are encouraged to respond to this NOA. Respondents should explain how their services that will create desire for people to visit the Riverwalk.

1. Schedule

The City has adopted the following schedule for the submittal of Proposals in response to this NOA:

October 16, 2015	Issuance of the NOA
November 4, 2015	Pre-Proposal Meeting
November 6, 2015	Deadline for written questions by 4:00 p.m.
December 2, 2015	<u>Due Date for Proposals 12:00 p.m.</u>

2. Proposal Due Date and Time

Respondents must submit one (1) original and seven (7) copies and five (5) clearly labeled CD_ROMs or flash drives of their Proposals to the City at the address specified below no later than **12:00 P.M. CDT on December 2, 2015 (the "Due Date")**. Expensive or elaborate bindings are not encouraged. Late proposals will not be considered for selection and will be returned to the Respondent unopened. No oral, facsimile, telephonic or e-mail proposals will be accepted.

3. Proposal Submittal Delivery

To be considered for participation, please deliver one (1) original and seven (7) copies of your Proposal, along with five (5) clearly labeled CD-ROMs or flash drives of the Proposal and all other information required by the NOA to the address below, in a sealed envelope or package, prior to the date and time requested. The outside of the package must clearly indicate the name of the project, i.e., "Operation of Concessions on the Chicago Riverwalk 2016." Your name and address must also be clearly printed on the outside of the package. Please also clearly label your CD-ROM or flash drives.

Deliver your Proposals to:

Commissioner David J. Reynolds
Department of Fleet and Facility Management
30 North LaSalle Street- Suite 300
Chicago, Illinois 60602
Attention: Carmen Duran

4. 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 the City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website or upon request.

Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") that Respondents desire 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 NOA Proposal."**
3. Provide a clearly marked CD-ROM or flash drive with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website, with a separate cover letter identifying the basis for claiming each item of redacted information as exempt from disclosure

under the Illinois Freedom of Information Act. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. The cover must indicate that it is a redacted copy, and if entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Respondent must also submit an explanation as to why information is being redacted. Failure to provide a CD-ROM or flash drive with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

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.

5. Pre-Proposal Meeting

The Department will conduct a Pre-Proposal meeting on **November 4, 2015, at 2:00 P.M. CST at Room 1103 in City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602**. All interested parties are welcome to attend. City representatives will describe the program and answer questions that were emailed prior to and during the pre-proposal meeting. Respondents are to rely solely upon this NOA and any subsequent addenda in preparing their proposals; statements made at the Pre-Proposal meeting are not binding upon the City. The City also strongly encourages Respondents to visit the Riverwalk prior to attending the Pre-Proposal conference.

Interpretation and Questions Regarding the NOA

Attendance at the Pre-Proposal meeting is not mandatory. Should you require an interpretation or clarification of the NOA outside of the pre-proposal meeting, you must submit your question(s) via e-mail to: ChicagoRiverwalk@cityofchicago.org with the Subject: Notice of Availability Spec# 135525.

Only e-mailed questions will be accepted and questions must be submitted prior to **4:00 P.M. CDT November 6, 2015**. Written answers to the questions, as well as any clarifications, interpretations or changes to the NOA, will be provided in one or more addenda to the NOA. Addenda will be transmitted directly to Respondents that have registered as holders of this NOA. Register by sending contact information to ChicagoRiverwalk@cityofchicago.org. Please be advised that you are not to rely on any explanation, clarification, interpretation, approval or answer made or given in any manner by any representative of the City other than a written addendum to this NOA. You must register in order to receive answers to written questions and any addenda that may be submitted for the NOA.

6. City's Right to Cancel, Reject or Reissue this NOA

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

- Waive any informality in any Proposal or proposing procedure.
- Reject any portion(s) of a Proposal.
- Reissue the NOA with or without modification.

- Modify the offered space.
- Select multiple Proposals.
- Conduct simultaneous, competitive negotiations with two or more Respondents.
- Negotiate all Proposal elements.

Any one or more of the following causes may be considered sufficient for rejection of a Respondent's Proposal regardless of Respondent's qualifications with respect to the other Evaluation Criteria set forth in Section E below:

- Evidence of collusion among Respondents.
- Non-responsiveness as determined by the City in its sole judgment and discretion.
- Default or arrearage on any contract or obligation with the City or other government entity, including debt contract, as surety or otherwise.
- Submission of a Proposal that is incomplete, conditional, ambiguous, obscure or containing alterations or irregularities of any kind.
- Submission of a concession, attraction or programming concept determined by the City, in its sole discretion and judgment, to be inconsistent with the goals and objectives of the Riverwalk program.
- Evidence of improper lobbying efforts toward members of City Council and/or officers or employees of the City.
- Failure to comply with the terms and conditions of this NOA.

This list of causes is not exhaustive, and the City reserves the right to reject any Proposal in the City's sole and absolute discretion:

7. Consent to Review and Verification

The City's determination of a Respondents' responsibility, responsiveness and qualification will be based on information provided by the Respondent in its Proposal, including its Economic Disclosure Statement and Affidavit ("EDS")(if and as requested by the City), interviews (if any) and other sources that the City deems pertinent to the assessment and verification of the information provided by the Respondent. A contract will not be awarded until the City has completed such assessment and verification. By submitting its Proposal, Respondent agrees to permit and cooperate with any such assessment and verification.

8. Interviews of Respondents

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

9. Costs of Proposals

All costs incurred by Respondents in preparation of its Proposal and participation in the procurement process through the award of a contract, if any, will be borne by the Respondents. The City is not responsible for any Respondent costs associated with this NOA.

10. Ownership of Proposals

All Proposals and any supplementary material that may be provided by Respondents or requested by the City will become and remain the property of the City.

11. Award and Execution of a Contract

The City intends to enter into a License Agreement with a qualified and responsible Respondent who, in the City's sole judgment, provides the best overall Proposal for a particular location. The City is not required to select the Proposal with the highest projected compensation to the City. The City will select a Proposal based on all factors as described in Section E. Evaluation Criteria.

All timely responses to this NOA will be reviewed and evaluated by an evaluation committee appointed by the Commissioner, which will recommend to the Commissioner Respondent(s) for tentative award of a contract. Upon the Commissioner and Budget Director's concurrence, Commissioner has the authority by City Council to execute one or more License Agreements.

12. Disclaimer

The information contained in this NOA, including any attachments, exhibits, appendices and addenda 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 may be necessary with respect to the conditions affecting this opportunity. The information provided in this NOA 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.

13. 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 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.

C. KEY BUSINESS TERMS AND GENERAL CONDITIONS

1. Roles of the City

As stated at the outset of this NOA, the City intends to award one or more License Agreements based upon the Evaluation Committee's favorable view and recommendation to the Commissioner for the operations of concessions at specific Locations as depicted in Attachment A. The selected Licensee(s) will assume complete responsibility for the development and operations of their concession(s) on the Riverwalk.

The Department will oversee Riverwalk activities on behalf of the City, and coordinate on behalf of the Licensee(s) with other City departments on matters from regulatory compliance and permitting to programming events and other activities. Site Improvements criteria and construction Procedures for the Location(s) are explained in Attachment E.

2. Term of Concession Operations

The term of the License Agreements ("Term of Service"), will be for the 2016 Season only with a possible one-Season extension, to be taken at the City's sole option.

Proposals may offer an earlier start date and/or later end date in 2016, but the Proposal must include the Season (Memorial Day to October 1) at a minimum. Proposals that do not fill the entire Season will be rejected as non-responsive. Respondent should clearly describe any site improvements or other site set-up included in the Proposal, including the desired license start date in order to have preparatory work completed for a Memorial Day or earlier concession opening, and thoroughly explain why the proposal is beneficial to the City.

The City intends to award the contracts as quickly as possible to allow construction projects and other site preparations to allow operations to begin early in 2016 or at the latest Memorial Day.

3. Compensation

In consideration of the rights and privileges to be granted to the selected Respondent by the City, the selected Respondent will pay a fee ("Concession License Fee") to the City in accordance with the terms and conditions of the License Agreement. The Concession License Fee means all amounts payable by selected Respondent as set forth in the License Agreement, including but not limited to the Minimum Annual Guarantee and the Supplemental Revenue Fee.

Respondent(s) must submit a Location-specific operation plan, including a site design plan, and a list of operational requirements, including utilities, propose a Minimum Annual Guarantee in addition to a Supplemental Revenue Fee, as described hereunder, for operations at the Location. Please use the charts included as Attachment C to clearly state the compensation being proposed. Attachment C should include a detailed description of the site improvements being proposed and an estimated cost of those improvements for the Evaluation Committee to consider.

Minimum Annual Guarantee ("MAG")

The MAG is the total annual amount proposed to be paid to the City for the year by the Respondent for use of the necessary space on the Riverwalk for its operations, which will be paid in installments during the term of the License. Respondent is required to propose a MAG based upon a dollar amount per square foot for use of the Location or provide an explanation on how the Minimum Annual Guarantee being proposed was derived. MAG will be due each month on the first of the month.

Supplemental Revenue Fee

The Supplemental Revenue Fee is in addition to the MAG and should be expressed as percentage of gross revenues generated from the Location. The actual compensation and calculations thereof are based on the selected Respondent's Proposal and are subject to negotiation as further described below.

The percentage will be applied to the actual annual gross revenues for the Location and shall be calculated and paid on a monthly basis on the first of the second month, allowing a month to calculate and verify the amount. Respondent must include an explanation of how the specific gross revenues were estimated for the Location.

Note: Due to the incongruity between the term of the License and the term of a Riverwalk Venue Liquor License, Licensees that will require a Riverwalk Venue Liquor License to operate and do not hold one that will allow them to operate for the 2016 Season will be permitted to deduct the Liquor license fee amount (currently \$4,400) from the Concession License Fee that would otherwise be due. Proposers should indicate if they intend to take this deduction.

License Agreements will require the Licensee to provide a certified financial statement from a CPA no later than December 15, 2016, to verify the annual gross revenue and the corresponding Supplemental Revenue Fee due. The last installment of the Supplemental Revenue Fee would then be paid no later than December 15, 2016. Proposals that include year round operations will be required to provide a certified financial statement from a CPA no later than February 15 for each year of the license agreement. These dates can be negotiated for the License Agreement, however the City prefers to finalize the end of year accounting and receive the all Concession License Fees prior to December 31 of each year in order be compliant with reporting requirements of the federal government.

The MAG and Supplemental Revenue Fee must be proposed, either typed or hand-printed in ink, in the Proposal form, as required in Attachment C. Respondent must indicate the corresponding Location number(s) and provide separate proposal forms if it is submitting a proposal for multiple Locations.

Respondent must also indicate an estimate of capital improvement costs being proposed to prepare the site, along with an approximate construction schedule. Improvements made by the Respondent must be removed at the end of the term of the License Agreement or become the property of the City of Chicago.

4. Operations and Maintenance

Operating Hours

Consistent with City public park hours and Section 10-36-145 of the Municipal Code of the City of Chicago, the City expects the Riverwalk to be open to the public from 6 am to 11 pm, 7 days a week, 365 days a year, with seasonally-appropriate concession operating hours. Concessionaires will be required to commit to a specific schedule of operating hours. Operators are required to be open no later than Memorial Day and remain open until October 1, unless other dates are approved by the Commissioner. Year round operations and start and end dates extending the Season will also be considered favorably.

Operational Requirements

Operational requirements for the facility will include, but not be limited to the following:

The City expects that concessions will be offered seven days a week throughout the Season. Hours of operations are specific to the concession being offered and will be listed individually in each specific License Agreement.

The City will provide: landscaping maintenance, janitorial services, cleanup in the event of flooding, and trash collection in the common areas.

The Licensee(s) will maintain their Location on the Riverwalk, all equipment and other personal property neat, clean, in good order and good operating condition. The Licensee will ensure that the facility is, at all times, clean, attractive and sanitary. The Licensee is expected to secure their site and items contained within the site.

Trash collection and disposal will also be the responsibility of the Licensee. The City has high standards for its public spaces and wants to ensure good working order of the included amenities. In order for the Riverwalk to be appealing to the public, it must be clean and safe.

Proposals that include entertainment to activate the space will be considered favorably. However, performances must be completed by 8:30 P.M. in accordance with Chicago Municipal Code section 4-60-074: "No Riverwalk Venue licensee shall broadcast music, announcements or other disruptive sounds or offer live music or entertainment between 8:30 P.M and 11:00 A.M."

Storage and Delivery

On-site storage will be limited, although opportunities for the development of storage and back-of-the-house space along the Riverwalk will be discussed during negotiations with selected Respondents. Attachment A shows delivery locations. For Locations within Phase 1 east of Michigan Avenue, Lowest Level Wacker Drive is an area for temporary loading and unloading of materials and supplies. For Locations west of Michigan Avenue, there is space as shown in Attachment A for temporary parking and loading and unloading of materials and equipment between Michigan Avenue and Wabash Avenue.

Parking

Customer and employee parking is not available but there are many paid parking structures in the area. Historically, the only parking available at the Riverwalk has been on an extremely limited and temporary basis for musicians performing at Riverwalk locations. Due to changing City needs, Proposers should not expect even limited parking will be available for 2016.

Public Access

An eight foot wide, ADA-accessible, continuous walkway must be maintained for the entire length of the Riverwalk at all times that the Riverwalk is open to the public except as authorized by the Commissioner.

The restrooms in the Marina and the Cove, as described in Attachment A, have been designated as public restrooms; use may not be limited to customers only. Those restrooms will be maintained by the City.

City Reporting Requirements

Licensee must comply with City reporting requirements, including but not limited to: estimated customers (both paying and non-paying), sales and revenue reports, and average retail sales by square feet. Monthly reports may be requested by the City.

Construction Projects and Build Out

The available areas within the Riverwalk are "as is" condition. Capital construction projects may be included in proposals. Utility connections and other improvements will be the responsibility of the Respondent. The Respondent will be required to create a layout and build-out plan for construction projects within the site, as well as schedule. Licensee is responsible for obtaining all applicable permits as required by law. Final plans for any build-out being proposed must be submitted no later than 15 days after executing the License Agreement and require prior approval of the Commissioner. See Attachment E for more information on Site Improvements.

Minimum Wage

In September 2014, Mayor Rahm Emanuel signed an executive order that requires all holders of City concessions agreements executed after October 1, 2014, to pay their employees performing work on City property (with certain exceptions) a minimum wage of \$13.00 per hour; this hourly wage increases annually every 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.

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 July 1, 2015, the amount to be paid with the gratuity allowance is \$5.95 per hour. Every July 1st this hourly wage increases 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.

All Licensees will be expected to comply with the Executive Order. For more information see: <http://chicityclerk.com/council/exec.php>

Multi Project Labor Agreement (PLA)

The City has entered into the 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 on the City's website at:

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

To the extent that any work by a Licensee or its contractors involves a project that is subject to the PLA, the Licensee must acknowledge familiarity with the requirements of the PLA and its applicability to Work under any agreement resulting from this NOA, and shall comply in all respects with the PLA.

5. Utilities

Approximate locations of utilities are shown in Attachment A. The Respondent may propose to connect into or extend the utilities to any its Location within Riverwalk. Utilities for the each Location are intended to be separately metered. The Licensee must comply with all applicable building code requirements and must obtain any required permits. Proposals should clearly indicate if their proposed operations require separate equipment specifically related to their particular operations. Connections will need to be made for all applicable utilities including but not limited to; electric, natural gas, water and telecommunications, and this is the responsibility of the Licensee. A new meter box for electrical connections in Phase 1 is scheduled to be completed for the 2016 Season. Operators selected for Phase 1 will be required to connect to the meter box.

Proposals that include connections to natural gas will be viewed favorably and are preferred over the use of propane. Propane has historically been permitted, but is discouraged.

Respondent is responsible to pay for all utilities necessary for the operation of the Riverwalk. The City makes no promise on the availability of utilities at any location within the Riverwalk.

6. Compliance with Public Accommodation Laws

The Licensee must comply in all respects with applicable building codes, laws and regulations regarding non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Civil Rights Act of 1964 ("Civil Rights Act") and the Americans with Disabilities Act of 1990 ("ADA"), as amended, and all regulations, Executive Orders, and federal guidance issued to implement the Civil Rights Act and the ADA.

An eight foot wide, ADA-accessible, continuous walkway must be maintained for the entire length of the Riverwalk at all times that the Riverwalk is open to the public except as authorized by the Commissioner. Additionally, the Licensee's area of business must be ADA accessible.

7. Insurance Requirements

The License Agreement will require that the Licensee maintain workers' compensation, commercial liability (including product liability), automobile liability and builder's risk insurance throughout the term of the License Agreement. Coverage must be sufficient and appropriate for intended purposes of Riverwalk; the City, in its sole discretion, will determine the minimum levels of coverage required. All insurance policies will name the City as an additional insured on a primary non-contributory basis.

D. PROPOSAL REQUIREMENTS

Overview

Hard copies of the Proposals must be bound; all versions of the Proposals must include the following items organized and tabulated in the order stated below:

1. Cover/Transmittal Letter
2. Executive Summary
3. Site Specific Concessions Operations Plan
4. Qualifications and Experience Statement- including 3 Professional References
5. Compensation Schedule
6. Projected Annual Sales, Net Income and Cash Flows
7. Opinion of Legal Counsel
8. Exceptions
9. Other Information
10. Executed Proposal Affidavit
11. Business Information Statement
12. EDS Certificate(s) of Filing
13. Financial Statements
14. Insurance

1. Cover/Transmittal Letter

The letter must provide a return mailing address, contact person (with telephone number and e-mail address) and any pertinent details of the Proposal that the Respondent chooses to emphasize.

2. Executive Summary

Respondent must provide an executive summary which addresses the following information:

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity; if the Respondent is a new team being assembled for the purpose of responding to this NOA, describe how the various members of the team will coordinate to achieve the City's goals for the Riverwalk;
- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel;
- E. Respondent must identify any exceptions or objections it has to the City's sample License Agreement ("LA"), a copy of which is will be provided in an addendum to this NOA. The City may from time to time revise the LA; because of the short term of the Season, any changes are not anticipated. The City will not accept or entertain any exceptions or objections to the LA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the LA.

Respondents, including any individuals or entities that are partners or members in a joint venture, LLC or other business organization submitting a Proposal must complete the EDS on-line and include their certificate of filing with the Proposal, or filed online, or complete the EDS if files in paper format. If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate EDS. In addition, the City may require additional EDS documentation from any entities involved in the operation.

Note that the EDS forms are to be included in the Proposal.

3. Site-Specific Concession Operations Plan

For each Location that the Respondent proposes to operate, it must provide; a site design plan with total square footage indicating the footprint to be occupied, a list of operational requirements, including utilities, and also a location/area specific operations plan which includes documentation that describes Respondent's plans for providing food & beverage, recreational, cultural and/or educational concessions.

This section should include, but is not limited to, the following:

A. Concession

- Detailed description and explanation of the service of concession being proposed for the Location, including sample menu and description of proposed entertainment schedule.
- Site plan, including square footage, and layout.
- Design plan of site with proposed concession, including detailed description of look and feel especially in context with Riverwalk District and the Guiding Principles in Attachment B. Include a detailed description of any capital improvements.
- Design of furniture and/or any other amenities being proposed for the Location.
- Explanation of how the Proposal provides a unique Chicago experience on the Chicago River.
- Explanation of how the programming described in the proposal will draw people to the Riverwalk and assist the City in creating the Riverwalk as a desired downtown destination.

B. Implementation Plan

- Improvements Respondent will make to prepare the location for operations, include estimated cost.
- List of utility connections that are necessary or ideal and proposed plan to make necessary connections.
- Description of furniture and any amenities being brought to the site that will complement the daily operations of the concession being proposed.
- Local hiring plan for staff.
- Proposed schedule for set-up prior to beginning operations for the 2016 Season and tear down after the 2016 Season or explanation of year round operations.

C. Operations Plan

- Hours of Operation.
- How the concession being proposed will activate the space, including entertainment.
- Proposed schedule of deliveries.
- List of daily, weekly and monthly needs from City.
- Explanation of how the concession complies with Guiding Principles in Attachment B.
- Explanation of how the concession enhances Riverwalk experience and is consistent with the aesthetic and historic nature of the site and Riverwalk District.

D. Green-Sustainability Plan

- Development and implementation of an environmentally friendly plan of daily operations, including but not limited to recycling program.
- Maintenance of the Location in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife.

- Landscaping where possible that provides a strong feeling of nature and greenery in an urban context to supplement existing landscape of the Riverwalk.
- Explanation of other sustainable opportunities for, operations, programming etc.

4. Qualifications and Experience Statement

Respondents must clearly demonstrate relevant experience in the operation and management of concessions in similar facilities to the Chicago Riverwalk, waterfronts, parks, publically accessible open spaces and other recreational, cultural, educational designations etc. ("Services"). If applicable, reference should be made to meeting challenges and conditions at the Riverwalk or similar to those at the Riverwalk, e.g. seasonal operations, limited access routes, temporary facilities, etc. Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Specific experience and resumes of the individuals who will be directly involved in the daily operations of concessions on the Riverwalk are also requested.

Please provide at least three (3) references that are familiar with Respondent's current operations. The City prefers that Respondents provide individuals that are the Respondent's primary contact for day-to-day issues in their operations. The format for references is provided in Attachment I.

5. Compensation Schedule

Please use the form provided as Attachment C- Compensation Schedule.

6. Projected Sales, Projected Expenses, Net Income and Cash Flow Statements

The historical information available to the City regarding the sales and revenue from the City's and Chicago Park District's operations along the Chicago River is provided above. Information on the sales and revenues from the 2015 Season is not presently available.

Respondents are to provide a good faith estimate of the expected annual gross sales, cost of sales, operating expenses, net income and cash flow for the relevant Season.

Respondents are encouraged to include any data available or projections on how their proposal can provide an indirect financial benefit to the City.

7. Opinion of Counsel

The opinion of Respondent's legal counsel must state whether or not any litigation is pending or contemplated that could affect the Respondent's ability to implement its Proposal.

8. Other Information

Respondents should use this section to provide any other information that it believes would be helpful in evaluating its ability to successfully develop and operate Riverwalk.

9. Conflicts

If applicable, Respondent must provide a statement and information regarding conflicts of interest as described in the Evaluation Criteria. This information will not be counted against the page limit of the proposal.

10. Exceptions

If you take exception to any requirements of this NOA, including its attachments, please provide them at the tab indicated. Please provide the requirement, nature of the exception and explanation. Exceptions will be considered in the evaluation of the Proposals. Acceptance of a Proposal does not connote agreement to any exceptions stated by a Respondent, but does indicate the City's desire to reach mutually agreeable terms through negotiation. The City will not accept any exceptions to any requirements set out in this NOA during contract negotiations that were not raised in the Proposal.

11. Proposal Affidavit

The form of the affidavit is provided in Attachment J. Respondent must include an executed Proposal Affidavit with its Proposal acknowledging that: a) Respondent has received all sections and materials comprising the NOA, including any addenda; b) the Proposal is based on all of the terms and conditions stated in the NOA; and c) the Respondent agrees to develop and operate concessions on the Riverwalk in the manner stated in its Proposal. Alterations, additions or any other modification to the form of the Proposal Affidavit will not be accepted and may result in rejection of the Proposal.

12. Economic Disclosure Statement and Affidavit ("EDS")

The Business Information Statement does not supplant, supersede or otherwise replace the EDS required by the Chicago Municipal Code and Illinois statute. Respondents, including any individuals or entities that are partners or members in a joint venture, LLC, or other business organization submitting a Proposal must complete the EDS on-line and include their certificate of filing with the Proposal, if filed online, or complete EDS if filed in paper format.

The on-line EDS is found at:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

For the purposes of completing an EDS for this NOA, the "Requesting Department" should be 2FM.

Proposers have an ongoing obligation to update the EDS throughout the evaluation period until award, and if awarded a concession License, throughout the term of the License.

13. Financial Statements

Respondents must submit the following financial statements to the City; Complete financial statements including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the most recent three (3) complete financial statements. Footnote disclosures must accompany the year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be provided; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.

If the proposing entity is a subsidiary of another entity, then the financial information described in the preceding paragraph must be provided for the parent entity.

For Respondents who organize or intend to organize as a corporation, partnership, LLP, LLC or joint venture specifically to respond to this NOA, complete financial information as described above must be submitted for each majority-in-interest partner, LLC/LLP member, joint-venture partner or shareholder.

The City reserves the right to obtain, at its own expense, a Dun and Bradstreet report or other credit report on Respondent, its partners, affiliates and team members, to facilitate financial evaluation of the Proposal.

14. Insurance

Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Attachment H. Additional insurance may be required based upon the nature of the proposal.

E. EVALUATION CRITERIA

All Proposals will be reviewed and evaluated by an Evaluation Committee appointed by the Commissioner. The Evaluation Committee will make a recommendation to the Commissioner regarding award of the Agreement to a qualified Respondent that offers the most favorable Proposal to the City for any Location or Locations. However, this NOA does not obligate the City to fill all Locations and the City may issue a new NOA for some or all Locations if it determines that doing so is in the best interest of the City. Upon concurrence by the Commissioner and the Budget Director, the City will enter into contract negotiations with that Respondent. In the event that the City and the selected Respondent are unable to conclude negotiations on the terms and conditions of the License Agreement, the City may initiate negotiations with another Respondent offering the next most favorable Proposal for such Location (s) as determined by the City.

The City reserves the right to seek additional information from any or all Respondents responding to the NOA including, without limitation, meeting with one or more Respondents. The City also reserves the right to identify finalists and conduct interviews of those finalists prior to recommendation by the Evaluation Committee. The specific evaluation criteria are listed below.

Site Specific Concession Operations Plan

25 points

The Committee will consider the Respondent's proposed plan of operations and amenities proposed for the Location, including:

- The ability of the types of services offered to enhance residents' and visitors' enjoyment of the Riverwalk by creating a vibrant area.
- Food and beverage, recreational, cultural and education services being proposed that provide an experience that are unique and along with the Guiding Principles of the Riverwalk.
- Schedule of entertainment included as an additional amenity to regular operations.
- Hours of operation being proposed to activate the space.
- The fees it proposes to charge the public, if any.
- Promotion of tourism resulting from operations.
- The aesthetics of the proposed amenities to develop the Location.
- The quality and creativity of the Respondent's plan for the development of the Location.
- The quality, creativity and thoughtfulness of proposed site improvements, including capital improvement which will further activate the space and draw visitors and make the Riverwalk more enjoyable.
- Ideas to beautify the Location with landscaping, seating areas, lighting, and other decorative elements.
- The durability of the proposed materials and layout and the ability to withstand an outdoor park in an urban environment.

Respondent Experience and Qualifications**25 points**

The Committee will consider the Respondent's experience and qualifications based on an assessment of:

- Number of years of operation of such service.
- Number of customers and experience in previous years.
- Experience level and number of Respondent's employees.
- Local hiring plan for seasonal staff.
- Actual Riverwalk experience, experience at similar locations.

Green Sustainable Plan**10 points**

The committee will evaluate the proposal to maintain the Location using environmentally friendly methods and to protect the Chicago River and its wildlife, including but not limited to

- Use of energy efficient amenities.
- Development and implementation of an environmentally friendly plan of daily operations, including recycling program for the Location.
- Maintenance of the Location in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife.
- Collection and disposal of all trash and recycling, including providing receptacles for recycling and picking up all loose or blowing trash.
- Landscaping where possible/applicable that provides a strong feeling of nature and greenery in an urban context.

Compensation to the City**20 points**

Evaluation of this criterion is based on the MAG and the Supplemental Revenue Fee proposed and the explanation of how the estimate of annual gross revenues generated from the location was determined. Site improvements being proposed for the Location and how these improvements benefit the City of Chicago will all be considered as compensation. The Evaluation Committee will consider the compensation proposed as part of the MAG and Supplemental Fees, as well as the site improvements, including the cost of the improvements and their added value.

Projected Annual Sales, Net Income and Cash Flows**10 points**

Evaluation of this criterion is based on the Respondent's projected annual sales and estimated net income and cash flows for the 2016 Season. If the Respondent is a certified not-for-profit or educational institution, please respond with a proposal on compensation that fits your appropriate business model and explain how your proposal will draw people to the Riverwalk.

Financial Capacity & Legal**Respondent Organization & Financial Statements****10 points**

The Evaluation Committee will assess the company organization and financial condition of the Respondent and if applicable, equity owners, and entity in the chain of ownership. The evaluation Committee will consider the completeness and accuracy of each Respondent's Proposal.

Legal Actions**Pass or Fail**

The Evaluation Committee will consider any and all material legal actions, losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses suffered or incurred and arising from or in connection with Respondent's operations, and if applicable, equity owners and any entity in the chain of

ownership. Respondents must not be in default or arrearage under any previous or existing contract(s) with the City, the State of Illinois or any political subdivision of the State of Illinois. The City reserves the right to disqualify any Respondent or any constituent entity of a Respondent that has pending litigation or claims with the City. If a Proposal includes a subcontractor, sublessee or supplier that has pending litigation claims with the City, the City, in its sole authority and discretion, may determine that such litigation or claims may adversely affect the ability of the parties to work together effectively under the contract contemplated by the NOA and reject the Proposal on that basis.

Conflict of Interest

Pass or Fail

The Evaluation Committee will consider any information regarding a Respondent, including information contained in a Respondent's proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise the Respondent's ability to successfully perform the proposed services or undermine the integrity of the competitive procurement process. If any Respondent has done any work for the City in researching, consulting, advising, drafting, or reviewing this NOA or any work related to this NOA, such Respondent may be disqualified from further consideration

ATTACHMENT A: AVAILABLE CONCESSION SPACE 2016 SEASON

ATTACHMENT B: GUIDING PRINCIPLES OF THE CHICAGO RIVERWALK

Access

Cities have historically been built along rivers because they were indispensable resources for transportation and commerce. Chicago's earliest settlement began along the Chicago River and it served as Chicago's harbor until the early 20th century; it has always been a social and economic hub.

While the Chicago River is still an important part of local and regional industry, it is also Chicago's second coastline, connecting Chicago's most recognizable landmarks and destinations. The Riverwalk project will provide unprecedented access to the River, giving Chicagoans and visitors a dynamic pathway to experience Chicago and connect to the city's many cultural, natural, and commercial assets.

- Bring people to the water
 - Maintain a continuous public walkway
 - Improve vertical circulation
 - Easy to locate and navigate
- Establish connections
 - Promote as vibrant, active link to the lakefront and other Chicago landmarks
 - Establish the Riverwalk as a connecting thread that runs through the city
- Access for everyone
 - ADA compliant
 - Improve perceived and actual safety
 - A neighborhood amenity for all to enjoy

Activation

Making the River easier to access will have a profound effect on the number of annual visitors. Seasonal programming, unique gathering spaces to host events, and leasable space for restaurants and retail will bring activity and life to the River and will bring a strong sense of place to an already historic space.

- Bring life to the River
 - Provide more seasonal public river uses
 - Ensure year round program and activity
 - Increase recreational and commercial boating
- Create space for civic gathering & diverse events
 - Promote the space for groups and entertainment functions
 - Invest in placemaking, creating unique places on the River
- Economic activation
 - Developing new opportunities along the Chicago River
 - Improve commercial functions and maximize leasable opportunities
 - Support commercial boating activity

Authenticity

The Chicago River has shaped the city and remains an important part of the downtown urban landscape. It is important that the Riverwalk work in harmony with the existing context of the city. The River is authentic Chicago, it should not feel overly manicured or scripted, but always retain a strong feeling of nature, history, and community.

- Weave the life of the River into the urban fabric of the city
 - Work in dialogue with existing urban context

- o Maintain a sense of unpredictability and encourage the unexpected
- Embrace the history of the Chicago River
 - o Honor and showcase history
 - o Celebrate the River's uniqueness
 - o Historically & architecturally significant buildings, bridges, and bridge houses
 - Modern skyscrapers
 - Classical + industrial details + architecture
- Enhance community life
 - o Outreach to residents of Downtown and River North communities
 - o Utilize green and open spaces for fitness, wellness, and educational programming
 - o Feature public art from local artists
- Balance local pride with tourist intrigue
 - o Promote the Riverwalk as a neighborhood amenity for all Chicagoans to enjoy
 - o Promote the Riverwalk to visitors as a connection point that weaves together all the best of downtown Chicago

ATTACHMENT C: COMPENSATION

PROPOSED COMPENSATION SCHEDULE

Chicago Riverwalk- 2016 Season

Vendor: _____

Location: _____

Minimum Annual Guarantee		Gross Monthly Revenue Projections		% of Revenues proposed and Estimated Total Amount	
				provide annual total only	
Jan	\$	\$			
Feb					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total				<u> </u> %	

2016 Proposed Concession License Fee

Please provide a description of site improvements to remain at the end of the License Agreement:

Estimated Cost of Improvements: _____

Estimated Value of Improvements: _____

One Year Extension- 2017

Minimum Annual Guarantee		Gross Monthly Revenue Projections		% of Revenues proposed and Estimated Supplemental Revenue Amount	
2017					
Jan	\$	\$			
Feb					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total				Annual Total	

2017 Proposed Concession License Fee

ATTACHMENT D: STANDARD OF SERVICE ON THE CHICAGO RIVERWALK

STANDARD OF SERVICE ON THE CHICAGO RIVERWALK Rules and Regulations for Operating Concessions on the Chicago Riverwalk

(1) **Personnel.** Licensees shall provide, at their own cost and expense, a sufficient number of employees to adequately serve the public; train and closely supervise all employees so that they consistently maintain and practice a high standard of cleanliness, courtesy and service. Further, during all times that the Concession is in operation, at least one employee of Licensee who is present at the facility shall have attended an approved food service sanitation program and received a food service sanitation completion certificate certifying such attendance. Licensees shall provide the City upon its request a complete list of employees assigned to work at the facility. Such list shall include the employees' names, addresses, and job titles and shall state whether each employee is compensated by salary, commission, or both. Licensees shall not employ or otherwise engage any City employee(s) in the operation of the Concession.

(2) **Uniforms.** All Licensee personnel on the Riverwalk shall be required to maintain minimum uniform requirements. Each individual shall wear uniform shirts and head wear that meet the following criteria: (i) shirts shall be either a collared golf shirt or sweatshirt with the Licensee's logo (T-shirts with logo silk screened on front or back are also acceptable), (ii) head wear shall be either a ball cap, visor or hair net, and (iii) colors of uniform shirts and head wear shall be submitted to 2FM for written approval. Uniforms must be maintained in a clean and sanitary condition. No excessively worn or faded clothes will be allowed. 2FM shall use its sole discretion to determine if Licensee's uniforms are acceptable. Food handlers may not wear jewelry or watches other than a plain wedding band.

(3) **Deliveries.** All deliveries may be brought to the Licensee's Area only at times and in the manner designated by 2FM, in compliance with all Laws, and always at the sole risk of the Licensees. 2FM may inspect items brought into the Licensees' Area with respect to dangerous nature or compliance with this Agreement or applicable Laws. Licensees' use of roadways, paths, sidewalks, loading, parking, and service areas shall be subject to approval by 2FM. Parking or driving of delivery vehicles on the Riverwalk path or grass is strictly prohibited for any purpose without Commissioner approval. Violators will be subject to fines.

(4) **Trash.** All garbage, refuse, trash, and any other waste resulting from the operation of a Concession must be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by the City. Maintenance and trash removal must be completed on a daily basis or more frequently if required to maintain a neat, orderly environment. Garbage shall be put into environmentally acceptable plastic bags and transported to the designated area, approved by 2FM in a closed container to prevent spilling and dripping on the Riverwalk. Licensees shall police and maintain the area within one hundred (100) feet of the Licensees' Area for all such refuse generated by its Concession.

(5) **Cleanliness.** Licensees shall maintain, in a clean, sanitary, orderly, and inviting condition appropriate to the Riverwalk facilities and satisfactory to the City and the area within one hundred (100) feet of their facilities.

(6) Pest Control. Licensees shall use, at Licensees' sole cost, such pest and rodent extermination contractor as 2FM may direct and at such intervals as either may require. Licensees shall provide 2FM with evidence of their compliance with this provision within three (3) days after written notice from 2FM. In the alternative, from time to time, 2FM may arrange for pest control (in which case, Licensees shall pay their proportionate share of the cost thereof, or such other share as 2FM may fairly and reasonably determine to 2FM on or before the first day of each calendar month in advance).

(7) Graffiti Removal. Licensees shall maintain their facilities free of any graffiti at all times during tenant operating agreement, within 24 hours of identified graffiti, at Licensees' cost. Licensees' obligations hereunder shall include but not be limited to Licensees' walls, storefront, equipment, trade fixtures, security panels, ceilings, entrances and doors, signs, interior and exterior decorations, service counters or other areas which comprise the Licensees' facilities.

(8) Locks and Keys. Upon termination of this Concession Permit Agreement or Licensee's right to operate, Licensees shall return to 2FM all keys, and in the event of the loss of such keys shall pay 2FM for the cost to replace or to change the locking system or mechanisms remaining in place at the Licensees' Area.

(9) Trade name and Trademarks. Licensees shall use no symbol, design, name, mark, picture, likeness, or insignia adopted by 2FM without the prior written consent of 2FM.

(10) Going-Out-Of-Business Sales and Auctions. Licensees shall not use, or permit any other party to use, the Licensees' Area for any distress, fire, bankruptcy, close-out, "lost our lease", or going-out-of-business sale or auction. Licensees shall not display any signs advertising the foregoing anywhere in or about the Licensees' Area. This prohibition shall also apply to Licensees' creditors.

(11) Common Areas. Licensees shall not use common areas, including areas adjacent to the Concession facilities, for any purpose other than ingress and egress, and any such use thereof shall be subject to the terms of their Concession License Agreement. Without limiting the generality of the foregoing, Licensees shall not use the common park areas to canvass, solicit business or information from, or distribute any article or material to, other Licensees, users, patrons, or visitors to Riverwalk property. Licensees shall not allow anything to remain in any passageway, sidewalk, court, path, roadway, corridor, patio, entrance, exit, or other area outside of the Licensees' Area.

(12) Signage. Licensee shall display at the concession location at all times the required Chicago Department of Health certificate or C.P.D. Health Authority license. Licensees shall place no sign or advertisement upon any property of the Riverwalk or upon any vehicle operated by Licensee or any structure, stand, trailer, or cart occupied by it under the terms of their Concession Permit Agreement except as shall first have been approved in writing by 2FM. 2FM will approve the final Licensees' signage size and sign panel proportion to the facility. In addition, the Licensee shall be required to display at all times a standard sign stating the dates and daily hours of operation as outlined in Rider One. The dates and daily hours of operation sign shall be incorporated into the Licensee's facility in proportion to the size of the facility. Signage other than the approved product price board required below will not be permitted in any other locations unless approved by 2FM.

(13) Product Price Board. Licensees shall provide a singular product price board, attractively designed and professionally fabricated, listing all the products or services available and the cost of these items. The board is to coordinate with the appearance and design of the facility. The product price board must

contain the Licensees' hours of operation as provided for in the Concession Permit Agreement. In addition, the product price board must contain the telephone number designated by 2FM for the public to contact in the event a sales receipt was not issued by the Licensees or to communicate about service, cleanliness, or conduct of employees of the Licensees. The product price board and the installation location shall be reviewed and approved in writing by 2FM prior to fabrication. Additional signage including but not limited to: hand-made signs; product photographs; today's special items; banners; non-professionally designed or fabricated signs of any type, are not permitted for use unless specifically approved by 2FM in writing.

(14) **General Repairs and Maintenance.** Licensees shall, at their own expense, at all times during the term of the Concession Permit Agreement outlined in Section I, Article D, keep the facilities and appurtenances thereto, in good working order, repair, and condition (which condition shall also be clean, sanitary, safe, sightly and free of pests and rodents). Licensee's obligations hereunder shall include but not be limited to Licensees trade fixtures and equipment, roof above the facility, ceilings, interior and exterior walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems, and equipment and lines for water, sewer, including the sewer lines exclusively serving the facilities, including meters and switches therefore, HVAC, electrical, gas, sprinkler and mechanical facilities and other systems and equipment which serve the facility exclusively whether located within or outside the facility, and all alterations and improvements to the facility whether installed by Licensee or the City. Any repairs or other work to be performed by Licensee shall be reviewed and approved in writing by 2FM prior to performing the work. Licensee shall at 2FM's option perform or reimburse 2FM for any repairs, maintenance and replacements to areas outside the facility caused as a result of moving goods, fixtures, or other personal property to or from the facility, or otherwise caused by Licensee or any other occupant of the facility, or any of their employees, agents, invitees or contractors. Licensees that operate their facilities, as restaurants pursuant to their Concession Permit Agreement shall provide to the City upon demand, proof that monthly cleaning and maintenance of all kitchen exhaust ductwork has been performed and a suitable contractor has cleaned grease interceptors located within the Licensees' Area. A suitable contractor shall be one who is bondable and capable of performing Licensees' obligations hereunder. The City reserves the right to inspect facilities, after 24 hours verbal or written notice.

(15) **Prohibited Activities.** Licensees shall not: (i) use strobe or flash lights in or on City Property or in any signs therefore, (ii) use, sell, or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles at the facility(or other areas of City property), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the facilities, (iv) make or permit objectionable noise, vibration or odor to emanate from the facilities or any equipment serving the same, (v) do or permit anything to be done upon the Licensees' Area in any way tending to disturb, bother or annoy any other Licensees or visitors of Riverwalk property or the occupants of neighboring property.

(16) **Roof and Projections.** Licensees shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls, canopy, or other areas of the facilities without the written consent of the City.

(17) **Unattended Licensee's Area.** Before leaving the facilities unattended, Licensees shall secure all doors or other means of entry to the facilities and shut off all lights (except signs required to be illuminated, if any), water faucets and other utilities in the facilities (except heat to the extent necessary

to prevent the freezing or bursting of pipes). This provision shall not imply that the Licensees may leave their facilities unattended in violation of the operating requirements set forth in their Concession Permit Agreement.

(18) Plumbing Equipment. The toilet rooms, urinals, washbowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein, and Licensees shall properly install, maintain, clean, repair and replace adequate grease traps.

(19) Utility Equipment. All utility equipment of Licensees such as portable generators, propane tanks, battery systems, cables, lines, and other such equipment shall be placed only in those areas as specified and approved in writing by the City.

(20) Security. All security personnel of Licensees (or contractors who provide such service for Licensees) must be approved by the City and shall be required to adhere to the security policies and guidelines established by the City and the Chicago Police Department, which may be revised from time to time.

(21) Parking. Parking on grass or within the Riverwalk or for extended periods of time in the Loading Areas is strictly prohibited. There are no parking facilities available within the Riverwalk.

(22) Snow and Ice Control. Licensees shall be responsible for ensuring that the Licensee's Area and those areas of ingress and egress to the facilities are kept free of snow and ice during approved dates of operation designated in their Concession Permit Agreement.

(23) Responsibility for Compliance. Licensees shall be responsible for ensuring compliance with these Regulations, as they may be amended, by Licensees' employees and as applicable, by Licensees' agents, invitees, contractors, subcontractors, and suppliers.

(24) Glass Containers. Licensees shall not sell beverages or other items in glass containers unless they have met all the Department of Health requirements for the sanitary handling of glass containers.

(25) Goods and Services. Licensees shall assure that all goods and services sold to the public are of the best quality.

(26) Food Service Only Rules and Regulations. All Licensees that serve food shall also comply with the Chicago Department of Public Health Rules and Regulations for Food Service.

(27) Boat Docking- Boat docking is not permitted unless specifically licensed by the City of Chicago in conjunction with all applicable State and Federal permits. Tie ups for business located within the Riverwalk are not allowed unless approved by 2FM.

ATTACHMENT E: REQUIREMENTS FOR SITE IMPROVEMENTS

REQUIREMENTS FOR SITE IMPROVEMENTS, TRAILERS AND MOBILE CARTS ON THE CHICAGO RIVERWALK

Introduction

This document is intended to provide Licensees, their designers and contractors with information required for the design and construction of their Licensed Area within the Chicago Riverwalk. Site improvements proposed by Licensees should be reflective of the intent of the Guiding Principles of the Riverwalk. Any construction, renovation or installation of structures or facilities for the Chicago Riverwalk shall be in conformance with these guidelines and require prior City approval.

Please use the information provided in this document when preparing your proposal for operations along the Riverwalk which includes site improvements, trailers and/or mobile carts.

Licensee is responsible for reviewing, understanding and incorporating as part of its design all applicable current federal state and local laws, codes, ordinances, and/or regulations applicable to their operations.

These laws include, but are not limited to:

- Municipal Code of the City of Chicago
- City of Chicago Building Code
- City of Chicago Department of Health Regulations
- Americans with Disabilities Act
- Illinois Accessibility Code
- United States Coast Guard and Army Corps of Engineers
- All federal, state and local environmental laws

Review of Licensee's documentation by 2FM and/or its designated representative does not relieve Licensee of its responsibility to comply with all applicable laws and requirements.

Whenever possible, 2FM will share existing drawings and available information with the Licensee. 2FM will make its best efforts to provide the most current information available but does not warrant the accuracy or completeness of same; the Licensee shall be responsible for verification of existing conditions. In addition, other base building drawings and specifications may be available for review. Copies of available selected sections will be provided after finalizing the Licensee Agreement.

Licensee must coordinate with 2FM any work necessary to determine whether utilities are available at the proposed location. If utilities are unavailable at the location, the Licensee will coordinate any work with 2FM. Licensee is responsible for removal of all trash and debris from construction of Improvements at their own expense.

Submittal Requirements

If the Licensee proposes site improvements to its location, Licensee must submit the following information with its proposal:

1. Design Plan describing in detail the thematic concept for the Location
2. Implementation Plan with a detailed schedule for constructing the site improvements.

Submission Requirements for construction are:

- (1) Cover letter describing the nature and scope of the project.
- (2) Proposed schedule for all elements of work.
- (3) Plan showing the location of site within Riverwalk.
- (4) Drawings and Documents, including cut sheets of major elements or finishes.
- (5) Preliminary Floor Plan showing interior and exterior design including materials and finishes.
- (6) Landscaping plan surrounding the Location.
- (7) Storefront elevation and section showing storefront concept.
- (8) Proposed graphics, signage, materials and finishes.
- (9) Cost estimate for Improvements.

The Licensee's Plan must also describe: any food service equipment (types and appearance); utility needs and supply methods; signage design and location; product price board design and location; all lighting requirements and methods, customer seating, tables and umbrella etc.

The submitted documents and materials must be prepared by design professionals licensed to practice in the State of Illinois, examples of whose previous design work shall be of a standard acceptable to 2FM and its sole discretion. Architects who are registered with the Department of Buildings Self-Certification program are recommended.

Design Review

2FM will review each design submission on individual merit and in the context of the surroundings of the proposed location within the Riverwalk, but 2FM reserves the right to request changes to plans, and/or to reject elements of the design.

Once finalized, 2FM will make its best efforts to expedite the reviews of the Licensee's submissions and assist with acquiring permits required by the Department of Buildings and the Department of Transportation.

Permits

Following the design approvals indicated above, the Licensee shall obtain a Building Permit from the Department of Buildings. Note, that approval from 2FM does not constitute approval from the City's Department of Buildings, Department of Transportation or Department of Health. Licensees are responsible for obtaining all necessary permits, paying all fees and obtaining are required approvals.

Construction shall not commence until the above noted approvals and permits are secured and satisfactory evident of same has been provided to 2FM. And in no event can construction begin before a license agreement is fully executed.

If specified by Department of Buildings, the Licensee shall obtain a Certificate of Occupancy for the applicable Improvements. In the case of food or beverage tenancies the Licensee shall also obtain all approvals and certificates as required by the City of Chicago Department of Health.

Pre-Construction Meeting

A pre-construction meeting must be scheduled with 2FM and involve the Licensee, Licensee's contractor and job site superintendent. Schedule and scope of work will be reviewed along with logistical items (security, delivery, trash removal etc.) 24 hour Contact numbers of construction team will be provided to 2FM along with:

- a. One copy of the applicable City of Chicago Building Permit
- b. One copy of the approved drawings, stamped by the City of Chicago, Department of Buildings.
- c. One copy of the Insurance Certificate
- d. A construction schedule and plan that includes all activities required to complete the work. The submission shall include plans for any special provisions required to protect existing conditions and to coordinate the work with 2FM, CDOT or any other agency. If 2FM identify any problems with regards to the schedule or construction plan, they will inform the Licensee.

Post Construction Inspection and Documentation

- a. Complete and accurate as-built drawings signed by the contractor/ builder of all work provided within the Location. "As-built" submissions shall include:
- b. One cd of the as-built construction document electronic drawings files that were created using an acceptable version of CADD software, and a set in TIFF format and set in PDF format.
- c. Copies of all reviews, sign-offs and other items pertaining to construction of the Improvements.
- d. A statement certified by the Licensee detailing the costs for the Improvements.
- e. If applicable, a copy of the approved Certificate of Occupancy.
- f. A walk-thru of the Location to see Improvements

Trailers

If Licensee proposes site improvements which include a trailer to be located on site, Licensee must submit the same required document for the site improvements as listed above and the following information about the trailer:

- Drawings and Documents, including cut sheets of mobile unit being proposed.
- Drawings, documents and cut sheets of major elements or finishes of mobile unit.

Submission Requirements for construction are:

- (1) Cover letter describing the nature and scope of the project.
- (2) Proposed schedule for all elements of work.
- (3) Plan showing the location of site within Riverwalk.
- (4) Drawings and Documents, including cut sheets of major elements or finishes.
- (5) Preliminary Floor Plan showing interior and exterior design including materials and finishes.
- (6) Landscaping plan surrounding the Location.

- (7) Storefront elevation and section showing storefront concept.
- (8) Proposed graphics, signage, materials and finishes.
- (9) Cost estimate for Improvements.

In order to address the seasonality of the Chicago Riverwalk operations, trailers and temporary facilities may be approved. A trailer is a semi-permanent mobile unit, which may be towed to its designated operation location. It is intended that trailers remain in place throughout the duration of the season. The trailer is to be installed, anchored in place, maintained and removed in accord with the Agreement. The trailer is to incorporate elements to create a unified appearance. These include a canvas canopy over metal support framework, standard signage panel and black latex to conceal all trailer wheels. All trailers must be approved in writing by 2FM.

Vehicles moving trailers or carts throughout the Riverwalk on a daily basis will not be permitted.

In order to comply with the City's Building Code, the Licensee is required to meet certain conditions for their location and for its trailer. It is the responsibility of the Licensee, the Licensee's designers and contractors to be aware of the City's Building Code requirements. The list below is not all inclusive and was prepared to assist Licensee in development of their Design Plan for Improvements to the site.

1. Type II Non-Combustible Construction (shipping containers)
 - a. Occupancy will trigger building permit.
 - b. There is a public restroom and portable hand sink requirement.
 - c. Counters and other improvements must be ADA compliant.
 - d. Must be compliant with municipal code 13-60-030
 - e. Non-combustible construction, shall be that construction in which all structural elements, including walls, bearing partitions, floors, ceilings, roofs and their supports, are of noncombustible materials but which are generally not fire protected except as required in Section 13-60-100. Fire retardant treated wood may be used in roof framing and roof sheathing of one story buildings only.
 - f. Subject to the provisions of Chapter 15-8, combustible material may be used in buildings of noncombustible construction for the following purposes:
 - i. Doors, door frames and bucks;
 - ii. Windows and window frames;
 - iii. Interior trim, including grounds and furring;
 - iv. Finished flooring and sleepers;
 - v. Frames, platforms and aprons of exterior show windows, at street level;
 - vi. Handrails;
 - vii. Interior wall and ceiling finishes;
 - viii. Roof insulation;
 - ix. Exterior wall finishes, when in compliance with Sections 15-8-080 through 15-8-086.
2. Cooking Trailers and similar facilities
 - a. The proposed facility may be viewed similar to a food truck and acceptable provided they pass Department of Health and Fire Department inspections.
 - b. Any electrical or plumbing connections for these trailers will be reviewed with DOB.

The Licensee is to provide a trailer which complies with these requirements: the License Agreement; the City of Chicago building codes; and Chicago Health Department requirements. In particular, please reference the requirements from the Department of Business Affairs and Consumer Protection-Mobile Food Vendor Licenses and the Department of Health Rules and Regulations Re: Riverwalk Food Establishments.

If the Licensee has an existing trailer or other equipment or type of vehicle it would like to retrofit to comply with this program, photographs along with a specific description of the modifications proposed for compliance are to be presented to 2FM for review and approval. Other temporary facilities may be proposed for consideration and potentially approved by 2FM upon review if they fulfill the Guiding Principles of the Riverwalk and Appearance Requirements stated and not require the use of motor vehicles on a daily basis. The Licensee will be responsible for any permits and inspections from the Department of Buildings and Health Departments.

Mobile Cart

This unit is designed to be rolled from its operating location to a Licensee provided storage location within the Riverwalk (if available). Carts that require vehicles to transport them on a daily basis are not acceptable.

Licensee must provide drawings depicting what the cart will look like including cut sheets of the mobile unit being proposed. The body of the cart is to be primary color and have protective corner angles and must be approved in writing by 2FM. If a canopy or awning is part of the design, it shall be supported by four metal supports, one at each corner of the cart. Wheels must be concealed with black latex; exposed decorative wheels must be approved in writing by 2FM.

The Licensee is responsible for securing the cart when it is not in use. 2FM in some instances may make available an area for cart storage, provided the carts can be moved safely through the pedestrian path. The availability of storage areas for Licensee use, if any, must be coordinated with and approved by 2FM on a case-by-case basis depending on location and the facilities available in the area and will be included in the Licensee Agreement. Licensee should include a plan for storage overnight and when not in use.

Depending on the type of food handling performed by the Licensee, the cart or trailer shall provide integrated sanitary facilities such as a hand sink, hot water, clean water storage tank and soiled water storage tank and any other facilities as may be required by 2FM and Department of Health and any other jurisdictions. The cart will be required to pass a Department of Health inspection prior to being placed in operation. Please reference the Rules and Regulations for Riverwalk Food Establishments.

For operation after dusk, in accordance with the Agreement, the Licensee's carts and facilities shall provide incandescent lighting in concealed locations to permit operation by the Licensee. Lighting shall not be directed into the eyes of customers and shall be low glare type directed at work surfaces. Fixtures that minimize light pollution are recommended.

Upon obtaining the 2FM approval, the Licensee will submit drawings of new cart or trailer fabrication as well as existing facility modifications to 2FM and to any other jurisdiction as required by law for approval prior to fabrication or construction. The Licensee is responsible for all permits and Agreements required for installation and operation in the Chicago Riverwalk.

The facility components shall be maintained by the Licensee at all times during operation. Facilities shall remain free of stickers, decals, signage, striping, graffiti, logos, banners, writing, etc. except as required or specifically approved by 2FM. Facilities shall be refurbished or replaced at the Licensee's expense when they no longer maintain an acceptable appearance level at the sole discretion of 2FM.

Licensee will be required to submit table, chair and umbrella selections for approval and will be responsible for maintenance, storage and replacement as identified as part of the Agreement. Seating for persons with disabilities should be dispersed throughout the footprint. Tables should have a minimum clearance of 30" under tables and 30" between legs.

ATTACHMENT F: CHICAGO DEPARTMENT OF PUBLIC HEALTH RULES & REGULATIONS

CHICAGO DEPARTMENT OF PUBLIC HEALTH RULES & REGULATIONS RE: RIVERWALK FOOD ESTABLISHMENTS

Each Riverwalk Food Establishment must hold in good standing a license in accordance with sections 4-60-010, 4-60-074, and 4-60-100 of the Municipal Code of Chicago, and abide by the provisions of that code section during events. A Riverwalk Food Establishment can operate in a safe manner if performed in accordance with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations* that are established to control and minimize the contributing factors of foodborne disease identified in these rules and regulations.

The Department may, without warning or hearing, suspend any permit to operate a Riverwalk Food Establishment, if the vendor does not comply with the requirements of these regulations; fails to correct violations of these regulations within the time frame specified in an inspection report; or fails to comply with the lawful directives of the Department. The Department shall suspend the license of a Riverwalk Food Establishment whenever the operation constitutes a substantial hazard to public health. The license suspension is effective upon service of written notice. When a license is suspended, the food service operations shall immediately cease.

- I. Definitions
- II. License Application
- III. Plan Requirements
- IV. Restricted Operations
- V. Base of Operations
- VI. Location
- VII. Facility
- VIII. Food and Beverage
- IX. Food Protection
- X. Personnel
- XI. Equipment
- XII. Cleaning of Equipment and Surfaces
- XIII. Waste Disposal

I. Definitions

“DBA” means the Department of Business Affairs and Licensing

“Department” means the Department of Public Health

II. License Application

- A. The Riverwalk Food Establishment application must be submitted to DBA prior to the proposed date of opening for the business. The Riverwalk Food Establishment license will not be available on the day an application is submitted.
- B. Upon application for license with the Department of Business Affairs and Licensing (DBA), a set of plans shall be submitted to DBA in accordance with the criteria.
- C. At all times during hours of operation and preparation for operation, at least one employee must hold a Food Service Managers Certificate. For establishments preparing food out of doors, at all times during hours of operation and preparation for operation, at least one employee must hold a Summer Festival Food Vendor Sanitation Certificate.

- D. All applicable certificates in II.C. above shall be submitted upon application for a business license.
- E. A certificate of insurance evidencing Commercial General Liability coverage is required for each vendor. Each application must also include a copy of a current (no more than 6 months), passing Sanitation Health Inspection Report from the local inspecting agency. The application will be reviewed by DBA and then forwarded to the Department for its approval.
- F. The Department, prior to a license being issued, must approve all menu items. DBA will contact the license applicant upon license approval. The vendor must comply with all DBA licensing requirements.

III. Plan Requirements

The applicant for a license to operate a Riverwalk Food Establishment shall provide to DBA the following information that will be forwarded to the Department:

Servicing by Support Base Food Establishment

- A. The submittal of menus, number of anticipated customers, and frequency of operation. Type and volume of food and/or beverages to be served, held, prepared, packaged, or otherwise provided for human consumption. The frequency of support functions would be on a case-by-case basis to comply with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*
- B. Equipment used to serve, hold, prepare, package, or otherwise provide food for human consumption
- C. Location of operation
- D. Adequate and convenient hand washing and toilet facilities
- E. Source of water
- F. Methods of liquid and solid waste disposal
- G. Copies of copies of each valid Food Service Sanitation Managers Certificate and copies of each person's Summer Festival Food Vendor Sanitation Certificate for the current year, when applicable

IV. Restricted Operations

The menu of a Riverwalk Food Establishment must be limited to pre-cut or pre-washed foods that have been obtained from a licensed food establishment; food that is prepared and packaged in individual servings; and, any potentially hazardous foods must be cooked or prepared to order. Only those potentially hazardous foods requiring limited preparation, i.e., prepared at a licensed facility, properly cooled, stored, and transported, can be prepared or served. Foods that present a high relative risk of causing foodborne illness, including but not limited to raw marinated fish, raw molluscan shellfish, steak tartare, lightly cooked fish, rare meat, and soft cooked eggs, may not be served at Riverwalk Food Establishments.

V. Base of Operations

Riverwalk Food Establishments shall operate from a licensed commissary or other fixed food service establishment, and shall report at least daily to such location for all supplies, and for all cleaning and servicing operations. The base of operation must be of such size and scope as to accommodate its own operation, as well as support the needs of the Riverwalk Food Establishment. The commissary or other fixed food service establishment shall be licensed and operated in compliance with the Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42 and the Chicago Board of Health

Rules and Regulations The commissary or other fixed food establishment is responsible for ensuring that the Riverwalk Food Establishment operates in compliance with the local code, and all relevant rules and regulations.

VI. Location

A Riverwalk Food Establishment may only operate on property where a Riverwalk Venue liquor license is allowed in accordance with Code section 4-60-074.

VII. Facility

Structural Components for the Riverwalk Food Establishment

All usual and customary public health risks must be evaluated when assessing an outdoor cooking operation with the additional consideration of exterior environmental factors. The structural requirements for the outdoor site are dependent on whether there will be cooking only or food preparation, cooking, storage, and/or service at the Riverwalk Food Establishment. If food is being prepared, held, and/or served at the outdoor site, there should be a greater level of structural protection. The Chicago Department of Public Health will have to assess the environmental factors to determine the extent of protection necessary. The following are minimum standards:

- **Floors**

Floor surfaces in Riverwalk Food Establishment will be consistent with the requirements for temporary food establishments. (1) If graded to drain, a floor may be concrete, machine-laid asphalt, or dirt or gravel if it is covered with mats, removable platforms, duckboards, or other suitable approved materials that are effectively treated to control dust and mud.

- **Walls**

If there is cooking only at the Riverwalk Food Establishment, walls are not required in most circumstances. If there is any food preparation, service, storage and/or hot or cold holding performed at the outdoor site, consideration must be made to environmental conditions to provide adequate food protection. This may be accomplished through use of tents with sides, screening, air curtains, vermin-resistant facilities, or other methods in accordance with the *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*

- **Overhead Protection**

Each individual piece of cooking equipment must be separately covered (cooker top, chafing dish lid, etc.) or all uncovered pieces must have overhead protection. Examples of acceptable overhead protection are tent, canopy, awning, table-type umbrella, or a permanent structure. The presence of overhead protection, such as a tent or canopy, does not preclude circumstances in which protection of individual food containers is also required.

- **Ventilation and Fire Protection**

The Riverwalk Food Establishment shall meet the requirements of ventilation that comply with the applicable requirements of the ventilation and fire prevention codes of the City of Chicago and the regulations published by the Board of Health.

- **Lighting**

Adequate lighting by artificial or natural means is to be provided. The lighting intensity shall be consistent with *Food Service Sanitation City of Chicago Municipal Code Chapters 4-8, 7-38, 7-40, 7-42* and the *Chicago Board of Health Rules and Regulations*.

Food and Beverage Service

- A. Only those potentially hazardous foods requiring limited preparation, i.e., prepared at the licensed facility, properly cooled, stored, and transported, may be prepared or served.
- B. All food shall be clean, wholesome, and free from contamination, adulteration and misbranding.
- C. All food and drink sold or served must originate from licensed food sources.
- D. All fruits and vegetables, for cooking and ready-to-eat, must be washed with clean drinking water prior to service.
- E. All unapproved menu items that are offered to the public shall be destroyed, and the vendor's permit to operate will be suspended.
- F. No food or drink cooked or prepared in the home or other unlicensed facility (home canning and baking included) may be sold, served or given away.
- G. Only clean drinking water, such as commercially bottled drinking water, may be used for food preparation tasks, cooking, cleaning and hand washing.
- H. The Department may prohibit the sale of some or all potentially hazardous foods, or may waive or modify requirements of these rules and regulations when in his opinion a health hazard is not likely to result from such modification.
- I. All perishable foods shall be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice and dry ice are also recommended. Hot holding facilities are required.
- J. All potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 40° F or below.
- K. Overnight storage refrigeration and freezer trucks must be monitored and kept secure. Temperatures must be taken every two-hours. Temperatures must be recorded throughout the day on a log and made available for review by the sanitarian. The log must be kept for 30 days. Each log shall list the item being checked, the date and time temperature taken, and the corrective action taken if the temperature does not meet the requirement.
- L. All beverages must be sold in the original container or from dispensers filled in licensed facilities. Food not in an original container shall be properly labeled.
- M. Food operation/menu will be limited based on availability of City water under pressure and public sewage disposal.

IX. Food Protection

A. General Provisions

- 1. All food must be shielded from the public with some type of protective covering, such as a sneeze guard or be displayed at least six (6) feet from the public to prevent malicious handling or contamination.
- 2. Customer self-service is prohibited.
- 3. All perishable foods shall be stored in a manner to protect against spoilage. Refrigeration is required. Cold packs, ice and dry ice are also recommended. Hot holding facilities are required.
 - a. All potentially hazardous foods requiring refrigeration must be maintained at an internal temperature of 40° F or below.
 - b. Hot foods, after appropriate cooking, shall be kept hot (>140° F or above) until served.

- c. Precooked food (permitted only from licensed facilities) must be rapidly reheated to at least 165° F prior to hot holding or service.
4. Ice shall be obtained from a licensed commercial source in either chipped, crushed or cubed form and shall be received in single use closed bags. Ice must be stored in clean and sanitized storage containers that are self-draining and easily cleanable. The ice must be protected from dust, insects and other potential contaminants.
5. All food and single service articles shall be stored off the ground, e.g., on pallets or shelves 6" above ground, and shall be covered to prevent contamination by dust, insects, rain and other contaminants.
6. Storage of food in undrained ice is prohibited, except that cans of non-potentially hazardous beverages, e.g., soft drinks, beer, may be so stored when the water contains at least 100 ppm chlorine (1 tablespoon household bleach per gallon of water) and is changed at least twice daily or more if needed to maintain the chlorine sanitizer at that level. Chlorine test strips shall be provided at each booth to test that the chlorine in the water is at least 100 ppm.
7. The food preparation area shall be washed and sanitized after each use to minimize cross-contamination.
8. Frozen potentially hazardous foods shall be thawed in a mechanical refrigerator (40° F or below), or in cold running potable water at a licensed facility, or cooked frozen.
9. All potentially hazardous foods must be cooked to the required internal temperature. Improperly cooked product will be disposed of.
 - a. Foods must be cooked to the proper temperature; poultry and stuffed meats shall be cooked to an internal temperature of 165° F for 15 sec.
 - b. Pork and hams – 155° F.
 - c. Beef – 155° F.
 - d. Beef Steaks – 145° F for 15 sec.
 - e. Fish – 145° F for 15 sec.
10. Condiments, e.g., catsup, mustard, sugar, shall be individually packaged or dispensed from a container, such as a squeeze bottle or pump dispenser that protects the condiment from contamination. Other condiments such as chopped onions, pickles, hot peppers, etc., shall be dispensed in individual packages or portions. Condiments shall be properly labeled and monitored to prevent malicious contamination.
11. No bare hand contact with ready-to-eat foods is allowed. All ready-to-eat foods and ice shall be handled with gloves, scoops, tongs, spoons, deli paper or other appropriate utensils. Ice shall not be hand-dipped or dispensed by dipping into the ice with a glass or cup; ice tongs or scoops are required.
12. Serving utensils shall be stored either:
 - a. In food with the handle extending out of the food;
 - b. Stored on a clean surface; and,
 - c. Clean and dry.
13. All foods must be removed from the booth at the end of the day. Leftover prepared foods, i.e., egg based batters, shall be properly disposed of at the end of each day. No re-service of leftovers is permitted.

14. Each mechanically refrigerated unit shall be provided with a thermometer that is accurate to $\pm 2^{\circ}$ F.
15. Each stand that serves potentially hazardous foods shall have and use a metal stem-type food thermometer to assure the attainment and maintenance of the temperature requirements. This thermometer shall be numerically scaled in 2° F increments from at least 0° F to 185° F, and be accurate to $\pm 2^{\circ}$ F.
16. All vehicles used for storage of food must be secured and monitored at all times. The temperature of each vehicle shall be monitored, as evidenced by a written log maintained by the vendor for 30 days and open to inspection at all times by the Department, to ensure product safety.

B. Transportation of Food

1. Vehicles transporting food shall be constructed so that the portions of the vehicle that contain food shall be covered so that no dust will settle on the food.
2. Each vehicle shall be kept in a clean and sanitary condition, and protected from contamination.
3. Each vehicle shall be kept in good operating condition.
4. Refrigeration equipment shall conform to all standards in code 7-38-040.
5. No domestic or wild animals, bird or fowl shall be permitted in any area where food is stored.
6. Hazardous nonfood items such as detergents, insecticides, rodenticides, plants, paint and paint products that are poisonous or toxic in nature shall not be stored in the food and equipment storage area of the vehicle.
7. While being stored during transportation, all food shall be stored at 40° F or less; and all frozen food shall be stored at 0° F or less.
8. All unwrapped or unenclosed foods shall be protected from contamination, public handling, dust, dirt and insects.
9. Packaged food or drink shall not be stored in contact with undrained ice or water.

C. Toxic Compounds

1. Toxic chemicals, such as Chlorine, must be properly labeled and handled to prevent contamination.
2. Toxic chemicals shall be in a secured location and kept apart from food.
3. Pesticides shall be under the general control of the person-in-charge and secured in a general location.

D. Pest Control

1. All reasonable control measures shall be used to effectively minimize and eliminate the presence of rodents, flies, roaches and other vermin on the premises.
2. Where flies are prevalent, all openings to the outer air shall be effectively screened with 16-mesh wire or plastic cloth. All doors shall be self-closing and screen doors to the open air shall open outward. In cases of other unprotected openings, properly operating and approved air curtains or fans of sufficient power, or other approved means to prevent the entrance of flies shall be used.
3. Windows, doors, skylights, transoms and other opening shall be screened. Screens shall be tight fitting and free from holes.

X. Personnel

- A. All persons who are employed in any capacity in a food establishment shall wash their hands thoroughly in an approved hand washing facility using warm water and a suitable soap or detergent, rinsing and drying with sanitary toweling or an approved drying device before starting or returning to work and as often as necessary to maintain a high degree of personal cleanliness and conform to hygienic practices while on duty. All employees shall wash their hands after using the toilet facilities, and after handling garbage, unclean utensils or other contaminating conditions.
- B. No person affected with or carrying any disease in a communicable form, or affected with boils, infected wounds, sores, acute respiratory infection or intestinal disorder shall work in any area of a food establishment in any capacity in which there is a likelihood of that person contaminating food or food-contact surfaces with pathogenic organisms or transmitting disease to other persons. It shall be unlawful to employ any person known or suspected of being affected with any such disease or condition in such an area or capacity, and if the person in charge of any such food establishment suspects that any employee has contracted any disease, he shall notify the department of health immediately.
- C. Fingernails shall be cleaned and trimmed; excessive jewelry shall not be worn.
- D. Hands and arms shall be washed with clean hot and cold water and soap, before starting work, after using the toilet, handling money, handling raw products, coughing and sneezing and as frequently as necessary to maintain clean hands and arms.
- E. Each such sink shall be properly connected to a potable water supply. The waste drainage from the sink shall flow to an approved waste retention tank only. All plumbing shall be in compliance with all plumbing provisions of the Municipal Code of Chicago.
- F. Hand washing facilities shall be provided in a convenient location and used in each facility. The minimum acceptable arrangement shall be a hand washing station, hot and cold potable water, soap, and paper towels. Common towels are prohibited.
- G. Personnel shall wear clean outer clothing. No sleeveless shirts, such as tank or halter-tops, are permitted. Bare midriffs are not allowed.
- H. Personnel shall wear effective hair restraints, such as hairnets or billed "baseball caps" where the hair is covered and contained. Visor caps or hair spray are not considered adequate. Mustache or beard restraints shall be used for any facial hair exceeding one (1) inch in length.
- I. Eating, drinking, smoking or other use of tobacco is prohibited in the food preparation area.
- J. Without exception and at all times food is being handled, a person who has completed the Food Service Sanitation Managers Certificate must be present at the Riverwalk Food Establishment. For establishments preparing food out of doors, at all times during hours of operation and preparation for operation, at least one employee must hold a Summer Festival Food Vendor Sanitation Certificate. Both certificates must be valid for the current year and be posted during hours of operation. Riverwalk Food Establishments without such supervision shall be immediately suspended.

XI. Equipment

- A. Only single-service customer utensils (forks, spoons, knives, cups and plates) shall be provided to the customer. No single-service article may be reused.
- B. Single-service articles shall be stored off the ground and protected from contamination during storage and dispensing. The utensils shall be dispensed handle-first from containers.

- C. Single-service cups shall be dispensed from an approved tube dispenser or from the original plastic shipping wrap surrounding each stack of cups. The cups shall be dispensed in a manner that prevents contamination of the interior or exterior lip of the cup.
- D. Food contact equipment and surfaces shall be smooth, easily cleanable, nonabsorbent, in good repair, and of food-grade material. Chipped or glazed enamelware, galvanized surfaces, and non-food grade wood surfaces, i.e., not an approved wooden cutting board, are not approved food contact surfaces. Wooden daubers are prohibited.
- E. Cooking surfaces shall be cleaned at least once a day, and more frequently if needed.
- F. Wiping cloths used for cleaning food contact and non-food contact surfaces shall be kept clean and dry.
- G. Containers of sanitizer shall contain a sanitizing solution of 100 ppm chlorine (1 tablespoon per gallon of water). The water shall be changed every four (4) hours during operation or more frequently as needed. The department must approve the use of other sanitizers.

XII. Cleaning of Equipment and Surfaces

- A. Equipment, utensils, and food-contact surfaces shall be smooth, easily cleanable, durable, in good repair, easily accessible for cleaning, non-toxic, corrosion resistant, and non-absorbent.
- B. On-site dishwashing is not permitted; vendor must supply enough sanitized equipment and utensils such as, cutting boards, blenders and tongs, to meet the daily needs. All dirty utensils and equipment must be taken to the base operation for washing, rinsing and sanitizing daily or as often as needed.
- C. All equipment shall be maintained in a clean and sanitary manner.

XIII. Waste Disposal

- A. Waste water – A minimum of one 55-gallon drum open at one end covered with tightly fitted 1/4" mesh screening shall be required of each vendor to receive food preparation waste water and covered with a lid before use. Each waste water drum (including beer icing barrels) shall be pumped out nightly by a contractor who has vacuum truck equipment. The accumulated water must be delivered to the Metropolitan Water Reclamation District for Disposal.
- B. Waste of any kind may not be disposed of in the public sewers, on the ground, or in any public body of water.
- C. Cooking oils and grease – Each vendor who performs deep-frying shall be required to provide one (1) open end 55 gallon drum with a solid lid in which all generated waste oil and grease will be disposed. A grease-rendering contractor for proper disposal shall collect this waste nightly.
- D. Charcoal ash – Any vendor who operates a charcoal fire cooking table shall be required to provide one open-end 55-gallon drum with a tightly fitting lid for ash disposal.
- E. Container identification – The purpose of each drum shall be clearly marked on its side and each shall be color coded as follows:
 - 1. Blue – waste water
 - 2. Black – grease
 - 3. Red – charcoal/ash waste
 - 4. Yellow or brown – trash

ATTACHMENT G: RIVERWALK VENUE LIQUOR LICENSE ORDINANCE

Riverwalk Venue Liquor License Ordinance

4-60-074. Riverwalk Venue liquor licenses - Special conditions.

(a) In addition to the other categories of licenses authorized under this chapter, the local liquor control commissioner may issue Riverwalk Venue liquor licenses. Provided, however, that no Riverwalk Venue liquor license shall be issued under this section unless: (1) the applicant holds a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city; or (2) if the applicant does not hold a valid retail food establishment license and a valid retail consumption on premises liquor license at another location within the city, the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health.

(b) A separate Riverwalk Venue liquor license shall be required for each outdoor location from which sales of alcoholic liquor are made on the Chicago Riverwalk. In addition to the information required under Section 4-60-040, an application for a Riverwalk Venue liquor license shall: (1) designate the specific site at which the applicant intends to sell alcoholic liquor; (2) designate any area where liquor will be sold, if such area is not part of a restaurant or tavern; and (3) designate the location at which the licensee will clean glasses and utensils used in the service of alcoholic liquor. The fee for a Riverwalk Venue liquor license shall be the same as the fee for a consumption on the premises-incidental activity license.

(c) Except as otherwise provided in subsection (k) of this section, Riverwalk Venue liquor licenses may authorize the sale of beer, wine and spirits at the approved location. Persons holding a Riverwalk Venue liquor license are authorized to serve alcoholic liquor indoors and outdoors at the approved location. Any approved location outdoors where alcoholic liquor is sold or served shall be clearly demarcated in a manner that effectively isolates such location from thru-traffic by nonpatrons of the licensed venue.

(d) A Riverwalk Venue liquor licensee shall be subject to all provisions of this chapter with the following exceptions:

(1) Subsections (e) and (f) of Section 4-60-040; the 45-day review period of subsection (h) of Section 4-60-040; and Section 4-60-050.

(2) A Riverwalk Venue licensee shall not be required to maintain facilities for the cleaning of glasses and utensils at the point of sale as otherwise required under subsection (a) of Section 4-60-100, if the licensee serves food and alcoholic liquor in disposable containers only.

(e) A Riverwalk Venue liquor licensee shall (1) maintain at the licensed venue adequate handicap-accessible portable toilet and hand-washing facilities distributed equally between genders and consisting of water closets or chemical closets equipped with a sink or hand-sanitizer-gel-dispensers; and (2) comply with all the health, sanitary and inspection requirements of Chapter 4-8 of this code. Provided, however, that item (1) of this subsection shall not apply if the licensed venue has toilet and hand-washing facilities meeting the applicable requirements of Sections 18-29-403.1 through 18-29-403.6 and Section 18-29-404.

(f) No Riverwalk Venue licensee shall serve or permit the service of alcoholic liquor outdoors between the hours of 11:00 P.M. and 11:00A.M.

(g) (1) Except as otherwise provided in paragraph (2) of this subsection (g), no Riverwalk Venue licensee shall sell or offer for sale any package goods.

(2) A Riverwalk Venue license shall be permitted to sell or offer for the sale of packaged wine if the packaged wine is: (i) produced or manufactured by the licensee only, at a properly licensed location in Chicago other than the Chicago Riverwalk, by a business licensed to sell food and alcohol on the Chicago Riverwalk; and (ii) available only for purchase at the business location in Chicago where the packaged wine was produced or manufactured, or at any of the business's other Chicago locations, including its licensed location on the Chicago Riverwalk; and (iii) sold in a corked, unbroken and sealed 750 milliter ("ml") glass bottle with an alcohol concentration between 5% and 20%; and (iv) affixed with a federally approved label; and (v) sold or offered for sale in compliance with all applicable Federal, State and local laws pertaining to such sales or offers; and (vi) purchased during the Riverwalk Venue licensee's normal business hours, but in no event, before 11 a.m. or after 9:00 p.m; and (vii) before completion of any sale, placed for transport in an opaque carryout bag provided by the licensee; and (viii) not accompanied by the sale, giveaway or distribution of any drinking container or corkscrew or other opening device. It shall be unlawful for any Riverwalk Venue licensee to sell or to offer for sale packaged wine in violation of any requirement set forth in items (i) through (viii), inclusive of this paragraph (2) In addition, Riverwalk Venue licensees who sell or offer for sale packaged wine at their licenses venue shall have an affirmative duty to: (A) train their service staff to inform customers that it is illegal to drink alcoholic liquor on the Chicago Riverwalk, and (B) to post legible and clearly visible signage, in a conspicuous place on all venue exits and in each bay of operation, stating that: "All retail wine purchases are for off-site consumption only- No open containers beyond this point."

(h) No Riverwalk Venue licensee shall sell or offer for sale any food other than prepackaged and non-perishable foods as defined in Section 4-8-010, unless (1) such food is prepared at a venue holding a valid retail food establishment license under Chapter 4-8 and the venue at which such food is prepared meets the requirements of Article I of Chapter 7-28 of this code, including all rules and regulations promulgated thereunder by the board of health; or (2) the location identified in the liquor license application has adequate plumbing facilities within the meaning of Section 7-38-030 and otherwise complies with all requirements of this code applicable to retail food establishments under Article I of Chapter 7-38 of this code, including all rules and regulations promulgated thereunder by the board of health. Foods prepared at a venue meeting the requirements of item (1) of this subsection may be refrigerated or heated, as applicable, and sold or offered for sale at a venue licensed under this section, if the applicable food handling and sanitation requirements set forth in Sections 7-38-005 through 7-38-025 are met.

(i) No Riverwalk Venue licensee shall sell or serve alcoholic liquor on the licensed premises unless regular food service is also available to patrons at all times that alcoholic liquor is sold or served. All drinks containing alcoholic liquor must be served and consumed on site.

(j) No Riverwalk Venue licensee shall allow seating at any bar located outdoors. Service bars only may be provided outdoors. Bars with seating may be provided indoors.

(k) No Riverwalk Venue licensee shall sell or serve spirits by the bottle.

(l) No Riverwalk Venue licensee shall broadcast music, announcements or other disruptive sounds or offer live music or entertainment between 8:30 P.M and 11:00 A.M., or violate any limitation on noise or vibrations set forth in Chapter 11-4 of this code. Provided, however, that emergency broadcasts may be made.

(m) For purposes of this section:

“Approved location” means the location identified in the site plan submitted and approved for use in the original license application, unless notice of any proposed change is given to the department, 30 days in advance of the proposed change, and the proposed change is approved by the local liquor control commissioner.

“Chicago Riverwalk” has the meaning ascribed to the term in section 2-32-1300(a).

“Heated” means warmed in or on an oven, microwave, indoor or outdoor barbeque grill or similar object.

“Retail food establishment license” means a license issued under Chapter 4-8 of this code.

“Spirits” has the meaning ascribed to the term in Section 3-44-020.

(Added Coun. J. 1-9-08, p. 18918, § 2; Amend Coun. J. 11-8-12, p. 38872, § 55; Amend Coun. J. 3-13-13, 47545, § 1002)

ATTACHMENT H: INSURANCE REQUIREMENTS

CONTRACT INSURANCE REQUIREMENTS Department of Fleet and Facility Management

Concessions on the Chicago Riverwalk Food Vendors

Vendor must provide and maintain at Vendor's own expense, during the term of the Agreement and during the time period following expiration if Vendor is required to return and perform any additional services, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, medical payments, mobile equipment, separation of insureds, independent contractors, defense, and contractual liability (**not to include Endorsement CG 21 39 or equivalent**).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on Endorsement CG 20 10 or on a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Vendor's sole negligence or the additional insured's vicarious liability. Vendor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Vendor must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Vendor must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage.

4) Liquor Liability

When applicable, Vendor must maintain Liquor liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Vendor's operations under this Agreement.

5) Property

Vendor is responsible for all loss or damage to personal property, (including but not limited to material, equipment, tools, and supplies), owned, rented or used by Vendor and for loss or damage to all property that is in Vendor's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Vendor must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Vendor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of the Agreement. The failure of the City to obtain certificates or other insurance evidence from Vendor is not a waiver by the City of any requirements for the Vendor to obtain and maintain the specified coverages. The Vendor shall advise all insurers of the provisions of Agreement regarding insurance. Non-conforming insurance does not relieve Vendor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Vendor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor.

Vendor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Vendor under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Vendors maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Vendor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Vendor must require all subcontractors to provide the insurance required herein, or Vendor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. Vendor must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Vendor or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CONTRACT INSURANCE REQUIREMENTS
Department of Fleet and Facility Management

Concession on the Chicago Riverwalk
Non-Food Vendors

The Vendor must provide and maintain at Vendor's own expense, during the term of the Agreement and during the time period following expiration if Vendor is required to return and perform any additional services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, participants, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Vendor's sole negligence or the additional insured's vicarious liability. Vendor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Vendor must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the Vendor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4) Property

The Vendor is responsible for all loss or damage to personal property (including but not limited to material, equipment, tool and supplies) owned, rented or used by Vendor.

Vendor is responsible for any loss or damage to all property in the Vendor's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Vendor must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Vendor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Vendor is not a waiver by the City of any requirements for the Vendor to obtain and maintain the specified coverages. The Vendor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Vendor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Vendor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor.

Vendor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Vendor under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Vendors maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Vendor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Vendor must require all subcontractors to provide the insurance required herein, or Vendor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. Vendor must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Vendor or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

CONTRACT INSURANCE REQUIREMENTS
Department of Fleet and Facility Management

Concessions on the Chicago Riverwalk
Bike and Electric Bike Rentals
Kayak Rentals

The Vendor must provide and maintain at Vendor's own expense, during the term of the Agreement and during the time period following expiration if Vendor is required to return and perform any additional services, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, participants, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on CG 20 10 or on a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Vendor's sole negligence or the additional insured's vicarious liability. Vendor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Vendor must ensure that the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the Vendor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

5) Property

The Vendor is responsible for all loss or damage to personal property (including but not limited to material, equipment, tool and supplies) owned, rented or used by Vendor.

Vendor is responsible for any loss or damage to all property in the Vendor's care, custody and control.

B. ADDITIONAL REQUIREMENTS

The Vendor must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Vendor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. The failure of the City to obtain certificates or other insurance evidence from Vendor is not a waiver by the City of any requirements for the Vendor to obtain and maintain the specified coverages. The Vendor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Vendor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Vendor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor.

Vendor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Vendor in no way limit the Vendor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Vendor under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Vendors maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Vendor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Vendor must require all subcontractors to provide the insurance required herein, or Vendor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in this Agreement. Vendor must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Vendor or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE REQUIREMENTS
Department Fleet and Facility Management

Concessions on the Riverwalk
Charter-Tour Boat Operations License Agreement
Water Taxi Boat Operation License Agreement

Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long shore and Harbor Workers, Jones Act, when applicable.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insured under the policy. Such additional insured coverage shall be provided on Endorsement CG 20 10 or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the additional insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work for the Licensee must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with this Agreement, the Licensee must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Marine Protection & Indemnity

When Licensee undertakes any marine operation in connection with this Agreement, Licensee must provide Marine Protection & Indemnity coverage with limits of not less than \$5,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

5) Liquor Liability

When applicable, Licensee must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Licensee's operations under this License.

6) Property

The Licensee is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Licensee.

B. ADDITIONAL REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Fleet and Facility Management, Attn: Bureau of Asset Management, 30 North LaSalle Street, Suite 300, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Licensee.

The Licensee hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from subcontractors.

If Licensee or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

ATTACHMENT I: PROJECT REFERENCE FORM

PROJECT REFERENCE FORM

Respondent must provide comprehensive information for at least three (3) projects of similar type, scope and magnitude as required pursuant to this RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Project Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Project:

Dollar Value of Project and Your Firm's Contract Value: _____

Key Personnel Involved and Role in Project: _____

Client References (provide three):

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

ATTACHMENT J: AFFIDAVIT

The undersigned Respondent hereby submits to the City of Chicago ("City") Department of Fleet and Facility Management ("Department") the Proposal enclosed, to develop and operate concessions on the Chicago Riverwalk ("Riverwalk") based upon all terms and conditions set forth in the City's Notice of Availability January 28, 2015 ("NOA"), as it may have been amended in one or more addenda thereto. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

1. Respondent intends that the City rely on the Respondent's submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations described in the Proposal and the License Agreement, ("Agreement") to be executed by the City and Respondent, if Respondent is awarded this concession, and Respondent understands the City will so rely.
2. Respondent acknowledges that the City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Respondent.
3. Respondent acknowledges that Respondent has read and fully understands all the provisions and conditions set forth in the NOA and considers the project feasible.
4. Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal.
5. Respondent acknowledges that this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the date and time responses to this NOA are due to be submitted to the City, as set forth in the NOA documents.
6. The City reserves the right to reject any and all proposals, to withdraw the NOA, to reissue the NOA, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best concept for utilization of the Riverwalk.
7. Respondent agrees that this Proposal constitutes an offer valid for a period of 90 days following the Due Date set forth in the NOA and any addenda thereto.
8. Respondent solely will bear all costs incurred by Respondent in connection with the preparation and submission of this Proposal and with Respondent's costs associated with any

negotiations with the City. Under no circumstances shall the City be responsible for any costs associated with Respondent's submittal or negotiations of any agreement with the City.

10. Respondent acknowledges that the City will not recognize brokers with regard to the licenses offered by the NOA and will not be responsible for any fees, expenses or commissions purported to arise from the execution of any license related to this NOA. Respondent agrees to hold harmless the City from any claims, demands, actions or judgments in connection with any broker fees, expenses or commissions.

11. Respondent acknowledges that the City may conduct various investigations of the Respondent's business experience, financial responsibility, and character. Respondent agrees to permit and cooperate with any such investigations.

Respondent warrants that: 1) Respondent, and any entities under its control or entities that control it, have had no part in the preparation of the documents that comprise this NOA; 2) Respondent has not in any manner directly or indirectly, conspired with any person or party to compete unfairly or compromise the competitive nature of the NOA process; 3) the contents of this Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal; and 4) Respondent has not engaged in any activities in restraint of trade in connection with this NOA.

Name of Respondent (Legal Name):

Signature of Authorized Person: _____

Title: _____

Business Address of Respondent: _

Business Phone

Number: Date:

County of _____

State of _____

Signed and sworn before me this ____ day of _____, 20__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

ATTACHMENT K: BUSINESS INFORMATION STATEMENT

Business Information Statement

Instruction: Provide the following information for the entity or individual completing this Statement (the "Reporting Entity"). If more than one entity must complete this Statement, include an organization chart indicating the relationship between the entities.

A. Basic Information:

1. Name of Reporting Entity completing this form:
2. Relationship of Reporting Entity to Respondent:

B. Reporting Entity Information

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Contact Person's Name/Title:
5. Is Reporting Entity an MBE, WBE, DBE, ACDBE, BEPD and/or owned by a Chicago Resident? (If applicable, attach copy of certification letter and/or identify Chicago resident owner.):
6. Form of Reporting Entity:

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

1. When incorporated?
2. Is the corporation incorporated in the State of Illinois?
3. Is the corporation registered to do business in Illinois?
4. Name, address and phone number of registered Illinois agent:
5. Attach Certificate of Authority to transact business in Illinois.
6. The corporation is:
7. Provide the name, title, and address of each director, officer, and principal shareholder owning 7.5% or more of the corporation's issued stock (use additional pages as necessary).

Director's Name:

Address:

Principal Business Affiliation (Other than Respondent's Directorship):

Percent Owned:

For Each Officer

Officer Name	Position	Address	Percent of Ownership

For Each Principal Shareholder

Shareholder Name	Address	Percent of Ownership

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

Finished with Form

ATTACHMENT L: INCIDENT- LICENSE VIOLATION REPORT

Riverwalk Incident -License Violation Report	
Description of Incident- Violation Observed:	
Date and Time of Incident-Violation:	
Licensee Name:	
Location:	
Chicago Police Notified:	____ Yes ____ NO
Time Called	
Time Arrived	
Police Report #:	
Chicago Fire Department Notified	____ Yes ____ NO
Time Called	
Time Arrived	
Health Department Notified:	____ Yes ____ NO
Other important information:	
Signature of Person Reporting:	
Person Reporting:	
Date and Time Report:	