

**CITY OF CHICAGO**  
**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**  
**REQUEST FOR PROPOSAL TO OPERATE CONCESSIONS ON**  
**THE CHICAGO RIVERWALK**  
  
**SPECIFICATION 1293783**

The City of Chicago (“City”) Department of Fleet and Facility Management (“2FM” or “Department”) hereby issues this request for proposal (“RFP”), inviting the submission of proposals from food and beverage, retail, recreational, cultural and educational businesses, partnerships or Limited Liability Companies with the qualifications and expertise necessary to operate a concession on the Chicago Riverwalk.

For the purposes of this RFP, “Commissioner” refers to the Commissioner of 2FM. “Respondents” or “Proposers” mean the entities who submit responses to this RFP. The documents submitted will be referred to as “Proposals.”

The City intends to award agreements (“License Agreement(s)”) to successful Respondents (“Licensee” or “Operator”) for available spaces (“Locations”) this year. The term for the agreement is for three (3) years with one possible two (2) year extension. The City currently intends to award one License Agreement for each available Location. Respondents may submit proposals for single or multiple Locations. Riverwalk maps and site descriptions of the Locations are shown in Attachment H to this RFP.

Proposals shall be submitted as a PDF and formatted on 8½” x 11” letter size paper in order to be considered for the award of a License Agreement. A table of contents identifying the requirements with the same sections and numbering scheme as listed below should be utilized to organize the response. Proposals not containing the information as requested may be deemed incomplete. A redacted PDF must be provided and must be labeled “Redacted Proposal.” Proposals should be emailed to [chicagoriverwalk@cityofchicago.org](mailto:chicagoriverwalk@cityofchicago.org)

PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP WILL BE ACCEPTED UNTIL:  
APRIL 15, 2024  
LATE PROPOSALS MAY NOT BE CONSIDERED FOR SELECTION.

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Please read the following instructions carefully.

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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 is a 1.25-mile-long path adjacent to the south bank of the Main Branch of the Chicago River which enhances residents' and visitors' enjoyment of Chicago. The Department envisions a mix of recreational, entertainment, food and beverage and retail facilities on the Riverwalk, creating a vibrant area to be enjoyed by residents, tourists, and visitors alike. It runs parallel to Wacker Drive from Lake Street to Lake Shore Drive. Attachment A shows Locations that will be available for the operations of concessions pursuant to this RFP. The Riverwalk has distinct "districts" that describe and define the character of the space.

**The Esplanade District** This district of the Riverwalk extends from Lake Shore Drive to Michigan Avenue. It includes the connection to the Lake Front Trail at Lake Shore Drive. It is a pedestrian path surrounded by landscaping with a few concessionaires including Urban Kayaks, Island Party Hut and Boat, the Northman Beer & Cider Garden and Chicago's First Lady Cruises. It neighbors the Lake Shore East community which has many residents. This district is not included in this RFP.

#### **The Civic District**

This district is the heart of the Riverwalk and connects the Esplanade District at Michigan Avenue to State Street. Within this District is the Michigan Avenue bridge. The McCormack Bridge House and Chicago River Museum operated by the Friends of the River is within the southwest tower of the Michigan Avenue bridge house. This district also includes the Vietnam Veterans Memorial Plaza between Wabash and State Streets. Current vendors include The Beat Kitchen, O'Brien's Riverwalk Café, Chicago Brewhouse and The Community Marketplace vendors; ChiBoys, ChiBoys Café, Neighborly, Feed Your Head, Chiya Chia and Colores Mexicanos. The locations currently occupied by The Beat Kitchen and Neighborly are included in this RFP as their License Agreements have expired.

#### **The Arcade District**

The section of Riverwalk from State Street to Franklin is referred to as the Arcade District. This section was constructed by the Chicago Department of Transportation between 2014 through 2016. Each block was designed to reflect various river typographies named; the Marina, the Cove, the River Theater, the Water Plaza, the Jetty. The stretch is more modern and urban than the Esplanade or Civic Districts. This new addition has energized the Civic and Esplanade Districts and brought a great deal of positive attention to the Chicago Riverwalk as a whole. Current vendors include City Winery, Tiny Tapp & Café, Chicago Water Taxi, Sweet Home Gelato, Downtown Docks, Chicago Electric Boat Company and Chicago Cycleboats. This district is not included in this RFP

#### **The Confluence District**

The area between Lake Street and Franklin is known as the confluence where the Main, North and South and Branches of the Chicago River meet. This district is not included in this RFP.

The Concession Program on the Chicago Riverwalk has been very successful. Attachment G shows yearend revenues generated from Concession Program vendors since 2019. Note, there were social distancing and other Covid 19 operating restrictions in 2020. 2021 had the largest revenues since 2FM took responsibility for the Chicago Riverwalk Concession Program in 2015.

The goal of this RFP is to receive proposals from qualified teams who can operate food and beverage, retail, recreational, entertainment, cultural and educational facilities along the Chicago Riverwalk. Examples of possible concessions include but are not limited to: sporting and recreational amenities; food and beverage; retail, particularly of a cultural or environmental nature; entertainment venues showcasing local talent; 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 that are family friendly, aligned with the Riverwalk Guidelines and establish the Riverwalk as a downtown destination. Operation of boat docking will be allowed in specified locations.

## **2. Concession Opportunity Locations**

Opportunities for the operations of concessions are available at two Locations:

**Location 1: 65 East Riverwalk South in the Chicago Riverwalk Community Marketplace**

**Location 2: 91-95 East Riverwalk South, immediately west of the DuSable Bridge on Michigan Ave**

A storage area is adjacent to 35 East Riverwalk, in 31 East Riverwalk. Lower Wabash and Lower Wacker is designated as loading area for the Civic and Arcade Districts of the Chicago Riverwalk. (See, Attachment A for greater detail).

### **Civic District Opportunities:**

#### **65 East Riverwalk South - (West of Michigan Avenue)**

This section of the Riverwalk has been available since 2019. In order to expand the concessions program and showcase local Chicago owned businesses which highlight the City's rich culture, the Department completed significant infrastructure improvements to expand the pedestrian walkway and allow local businesses to showcase their craft, in pop-up venues. Seven kiosks have been activated since 2019 establishing this corridor as a Riverwalk destination. Each kiosk will be considered a "Location."

#### **91-95 East Riverwalk South - (West of Michigan Avenue)**

This area is immediately west of the McCormack Bridge House and Chicago River Museum. Coordination with operations of the McCormack Bridge House and Chicago River Museum is expected from Respondents for this Site.

## **3. Responsibilities**

### **Location 1: 65 E. Riverwalk South Kiosk A2**

#### **Licensee/Operator**

The selected Licensee(s) will assume complete responsibility for the development and operations of their Location(s) on the Riverwalk. This location is included in the Chicago Riverwalk Community Marketplace. Kiosk A2 was design for retail operations. These responsibilities may include, but are not limited to the:

- A. Operation of a retail, cultural programming concession

Procure and keep current all required local, state, and federal permits, licenses and certifications for operating a business

B. Furniture, Fixtures and Equipment (FF&E)

- i. Purchase, storage, maintain, repair and replacement
- ii. All FF&E will remain property of the Operator
- iii. Includes, but is not limited to all FF&E used for:
  1. Holding, presenting, receiving, selling, storing and transporting merchandise
  2. All inventory and point of sale equipment
  3. PCs and other office equipment

Cabinets, chairs, (dining and office) display cases, filing cabinets, host/hostess stands and tables

B. Keeping Location in a clean, safe, and attractive condition at all times

C. Audits and Records

- a. Audits: On an annual basis, prepare and provide to the City a year-end balance sheet, statement of profit or loss, and statement of cash flows for the preceding fiscal year. This audit will also include a certification of operating revenues and expenses, and net operating income for that fiscal year. This information will be delivered to the City no later than March 1 of the following year and will be prepared in accordance with GAAP. This information must be accompanied by an independent auditor's report prepared by an independent certified public accountant licensed by the State of Illinois. In addition, provide to the City internal auditor all books, records, procedure manuals, etc. when requested.
- b. Records: The Operator, its vendors, subcontractors and affiliates shall keep records relating to their operation of the Location. All records will be made available to the City upon request.

D. Accounting

- a. Maintain full, accurate, and complete financial and accounting books, records and reports regarding the design, build-out, and operation of the Location. Maintain all records and accounting in accordance with GAAP.
- b. Financial calendar is (January 1- December 31)
- c. All financial and accounting books, records, and reports will be made available to the City within 15 days of request

E. Reporting

- a. Keep current and accurate reports regarding the design and build-out of the restaurant and concession kiosk
- b. Keep current and accurate reports regarding the operation of the concession
- c. All reports will be made available to the City within 15 days of request
- d. Monthly revenues reports are required during the season.

F. Personnel

- a. Select, hire, train, furnish, deploy, discipline, discharge, and supervise all employees, agents, subcontractors, and independent contractors deemed necessary or advisable by the Operator in order for the Operator to perform the services. Also, the Operator will assume full responsibility for the actions of all personnel and shall be solely responsible for their supervision, daily direction and control, remuneration, severance pay and claims, withholding taxes, insurance, social security licenses, and all other actions related to the Operator's services. Further, all personnel provided by the Operator will be deemed to be employees of the Operator and will not for any purpose considered employees of the City.

- b. Comply with all applicable laws concerned with the hiring and employment of personnel, including the Federal and State of Illinois Equal Employment Opportunity Regulations, and the prevailing wage rate statutes.
- c. Perform background checks on all employees including criminal background checks, a check against the national sex offender database, fingerprinting, and such other checks as may be required by applicable law.
- d. All personnel records, reports and background checks will be made available to the City within 15 days of request

## **Location 2: 91-95 E. Riverwalk South**

### Licensee/Operator

The selected Licensee(s) will assume complete responsibility for the development and operations of their Location(s) on the Riverwalk. These responsibilities may include, but are not limited to the:

#### G. Operation of restaurant or facility

- a. Procure and keep current all required local, state, and federal permits, licenses and certifications for the cooking, dispensing, handling, preparation, presentation, sale, services, and storage of food, beverages, (alcoholic and non-alcoholic), and merchandise
- b. Cook, dispense, handle, prepare, present, purchase, receive, sell, store, and transport all food, beverages (alcoholic and non-alcoholics), and merchandise
- c. Procure and keep current insurance required to handle, sell, serve, and store beer, wine and liquor.
- d. Maintenance-cleaning, repairing, maintaining and replacing all:
  - i. Doors (exterior and interior)
  - ii. Floors
  - iii. Furniture, fixtures and equipment
  - iv. Electrical systems
  - v. Exteriors walls, finishes and attached elements (e.g. awnings, canopies, lighting etc)
  - vi. Fire and life safety systems
  - vii. Interior walls, partitions and finishes
  - viii. Lighting
  - ix. Mechanical systems
  - x. Plumbing infrastructure and fixtures in all areas within Location
  - xi. Security systems
  - xii. Telecommunications
  - xiii. Utilities
  - xiv. Windows and glass (exterior and interior)
  - xv. Other interior elements and infrastructure
- e. Custodial service
  - i. Keeping Location in a clean, safe, and attractive condition at all times
  - ii. Cleaning all areas within the Location, including washrooms
  - iii. Cleaning all signage
  - iv. Replacing all light bulbs within Location
  - v. Debris, dirt, garbage, litter, trash, and waste removal, including debris, dirt and waster that migrates from the location to the public path
  - vi. Proper collection, storage, disposal, and recycling of waste

- vii. Pest control
  - viii. Power washing
  - ix. Graffiti removal
  - x. Supplying and replenishing all washrooms and with soap, soap dispensers and paper products and doing the same in any other area where these items may be used (e.g. kitchen, locker room, etc)
- f. Landscaping- purchase, maintain, and replacement within the Location
- g. Furniture, Fixtures and Equipment (FF&E)
- i. Purchase, storage, maintain, repair and replacement
  - ii. All FF&E will remain property of the Operator
  - iii. Includes, but is not limited to all FF&E used for:
    1. Cooking, dispensing, holding, preparing, presenting, receiving, selling, serving, storing, and transporting all food and beverages (alcoholic and non-alcoholic)
    2. Holding, presenting, receiving, selling, storing and transporting merchandise
    3. Washing equipment
    4. All inventory and point of sale equipment
    5. Security and surveillance
    6. PCs and other office equipment
    7. Cabinets, chairs, (dining and office) display cases, filing cabinets, host/hostess stands and tables
    8. Dishware, glassware, service ware and utensils
- h. Utilities- installation, maintenance, monthly service fees and any other fees associated with all utilities including
- i. Cable television
  - ii. Electricity
  - iii. Fire and life safety systems
  - iv. Gas
  - v. Internet
  - vi. Security systems
  - vii. Sewer (including drains and grease traps)
  - viii. Telecommunications
  - ix. Water
  - x. Wi-Fi
- i. Security personnel as necessary to secure location equipment, staff and guests
- j. Installation, purchase, maintenance, repair, replacement, and storage of
- i. Signage (e.g. attached to the exterior walls, not attached to the exterior walls, stickers on glass etc.) All signage must be pre-approved by the Department.
  - ii. Menu boards
  - iii. Exterior decorations, displays, and other accessories (e.g. holiday displays, strings of exterior lighting, etc)
  - iv. All signage, menu boards and exterior decoration, displays and other accessories must be approved by the Commissioner

H. Audits and Records

- a. Audits: On an annual basis, prepare and provide to the City a year-end balance sheet, statement of profit or loss, and statement of cash flows for the preceding fiscal year. This audit will also include a certification of operating revenues and expenses, and net operating income for that fiscal year. This information will be delivered to the City no later than March 1 of the following year and will be prepared in accordance with GAAP. This information must be accompanied by an independent auditor's report prepared by an independent certified public accountant licensed by the State of Illinois. In addition, provide to the City internal auditor all books, records, procedure manuals, etc. when requested.
- b. Records: The Operator, its vendors, subcontractors and affiliates shall keep records relating to their operation of the Location. All records will be made available to the City upon request.

I. Accounting

- a. Maintain full, accurate, and complete financial and accounting books, records and reports regarding the design, build-out, and operation of the Location. Maintain all records and accounting in accordance with GAAP.
- b. Financial calendar is (January 1- December 31)
- c. All financial and accounting books, records, and reports will be made available to the City within 15 days of request

J. Reporting

- a. Keep current and accurate reports regarding the design and build-out of the restaurant and concession kiosk
- b. Keep current and accurate reports regarding the operation of the concession
- c. All reports will be made available to the City within 15 days of request
- d. Monthly revenues reports are required during the season.

K. Personnel

- a. Select, hire, train, furnish, deploy, discipline, discharge, and supervise all employees, agents, subcontractors, and independent contractors deemed necessary or advisable by the Operator in order for the Operator to perform the services. Also, the Operator will assume full responsibility for the actions of all personnel and shall be solely responsible for their supervision, daily direction and control, remuneration, severance pay and claims, withholding taxes, insurance, social security licenses, and all other actions related to the Operator's services. Further, all personnel provided by the Operator will be deemed to be employees of the Operator and will not for any purpose be considered employees of the City.
- b. Comply with all applicable laws concerned with the hiring and employment of personnel, including the Federal and State of Illinois Equal Employment Opportunity Regulations, and the prevailing wage rate statutes.
- c. Perform background checks on all employees including criminal background checks, a check against the national sex offender database, fingerprinting, and such other checks as may be required by applicable law.
- d. All personnel records, reports and background checks will be made available to the City within 15 days of request

Role of The City

The City intends to award License Agreements for each Location. 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.

- A. Maintenance and repair of:
  - a. The Riverwalk pathway
  - b. Riverwalk landscaping
  - c. Stairway between the Riverwalk and Upper Wacker Drive
  - d. Public restrooms
  - e. Public seating areas
  - f. Fountains
  - g. Path lighting
  - h. Storage area at Wabash
  - i. Parking at Wabash
- B. Snow removal and de-icing of the path and stairways
- C. Not unreasonably withholding any required approvals
- D. Flood clean-up and restoration
- E. Trash in common areas

**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 RFP. Respondents that include significant capital improvements must also demonstrate their experience with the design and construction of concession space. Respondents should explain how they will design and if applicable, build out the Location and how the services being offered 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 RFP:

March 8, 2024	Advertise RFP
March 20, 2024	Pre-submittal Meeting
March 22, 2024	Deadline for written questions by 4:00 p.m.
<b>April 15, 2024</b>	<b>Due Date for proposals at 12:00 p.m.</b>

**2. Proposal Due Date and Time**

Proposals shall be submitted as a PDF and formatted on 8½” x 11” letter size paper in order to be considered for the award of a License Agreement. Respondents must submit their Proposals no later than **12:00 p.m. April 15, 2024**. Late proposals may not be considered for selection.

**3. Proposal Submittal Delivery**

Proposals shall be submitted as a PDF and formatted on 8½” x 11” letter size paper in order to be considered for participation. A table of contents or tabs with the same sections and numbering scheme as listed below should be utilized to organize the response. Proposals not containing the information as requested in this section may be deemed incomplete. A redacted PDF must be provided and must be labeled “Redacted Proposal.” The original proposal must be clearly marked “Original.” Proposals should be emailed to [chicagoriverwalk@cityofchicago.org](mailto:chicagoriverwalk@cityofchicago.org)

#### 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." 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.**
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 Proposal."**
3. Provide 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.

#### 4. Pre-Proposal Meeting

The Department will conduct a Pre-Proposal meeting on March 20, 2024 at **2 North LaSalle Street Mezzanine Level**. 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 RFP 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. Register to attend the pre-proposal meeting by emailing your name, name of your business, and telephone number to [chicagoriverwalk@cityofchicago.org](mailto:chicagoriverwalk@cityofchicago.org) no later than 4:00 p.m. March 19, 2024. Walk-ups may not be permitted to enter the building. A confirmation email will be sent including the name of the specific conference room.

### **Interpretation and Questions Regarding the RFP**

Attendance at the Pre-Proposal meeting is not mandatory. Should you require an interpretation or clarification of the RFP outside of the pre-proposal meeting, you must submit your question(s) via e-mail to: [ChicagoRiverwalk@cityofchicago.org](mailto:ChicagoRiverwalk@cityofchicago.org) with the Subject: Request for Proposals Spec #1293783.

Only e-mailed questions will be accepted and questions must be submitted prior to March 22, 2024. Written answers to the questions, as well as any clarifications, interpretations or changes to the RFP, will be provided in one or more addenda to the RFP. Addenda will be transmitted directly to Respondents that have registered as holders of this RFP. Register by sending contact information to [ChicagoRiverwalk@cityofchicago.org](mailto: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 RFP. You must register in order to receive answers to written questions and any addenda that may be submitted for the RFP.

### **6. City's Right to Cancel, Reject or Reissue this RFP**

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 RFP 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 RFP.

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 RFP.

### **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 RFP 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 RFP, 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 RFP 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. Term of Concession Operations**

A three-year term with one possible two-year extension is available for Locations. Submissions with longer terms proposed will not be considered.

The City intends to award the contracts as quickly as possible to allow site modifications and preparation projects to allow operations to begin in summer 2024.

### **2. 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.

#### 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 quarterly.

#### Supplemental Revenue Fee

The Supplemental Revenue Fee is in addition to the MAG and should be expressed as a 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 annually and paid to the City by January 31 of the following year, allowing time to calculate the annual gross revenues. In the Proposal, the Respondent must include an explanation of how the specific gross revenues were estimated for the Location.

License Agreements will require the Licensee to provide a certified financial statement each year 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 upon final invoicing by the City. 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 Concession License Fees prior to December 31 of each year in order to 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 B. Respondent must indicate the corresponding Location number(s) and provide separate proposal forms if it is submitting a proposal for multiple Locations.

#### Improvement Plan

Respondent must also provide an estimate of improvement costs being proposed to prepare the site, if applicable, along with an approximate construction schedule. Improvements made by the Respondent that cannot be removed at the end of the term of the License Agreement will become the property of the City of Chicago.

Attachment B Compensation should be completed and submitted with the Proposal. Proposals that have an incomplete Attachment B may be deemed non-responsive.

### **3. 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. Operators 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 31, unless other dates are approved by the Commissioner. There are dates when the Riverwalk is closed to the public for safety reasons and vendors are not permitted to operate which include New Year's Eve and the annual river dye event. For 2024, the goal is to have both available Locations in operation no later than July 4, 2024.

#### 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 always 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. 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 for Location 2. However, programming activations should consider the entrance and operations of the McCormack Bridge House and Chicago River Museum operated by the Friend of the Chicago River. 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.

### **Public Access**

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

### **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. Monthly reports will be required by the City and submitted with monthly MAG payments.

### **Construction Projects and Build Out**

The available areas within the Riverwalk are “as is” condition. Capital Construction Projects and Build Out are not anticipated. Site improvements are expected and can be included in the Proposal.

### **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>

#### **4. Utilities**

The Respondent may propose to connect into or extend the utilities to any of its Location within Riverwalk. Utilities for Location 2 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.

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.

#### **5. 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.

#### **6. 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 Letter and Executive Summary stating the site being proposed
2. Site Specific Concessions Operations Plan
3. Qualifications and Experience Statement- including 3 Professional References
4. Compensation Schedule Including Projected Annual Sales, Net Income and Cash Flows
5. Opinion of Legal Counsel
6. Statement of No Exceptions to License Agreement
7. Executed Proposal Affidavit
8. Business Information Statement
9. EDS Certificate(s) of Filing
10. Financial Statements from the previous 3 years

## 1. Cover Letter- Executive Summary

- 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 RFP, 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 will be provided in Attachment F to this RFP. 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.

## 2. 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 and anticipated prices.
  - 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. Concession Look -Design and Construction
  - Site plan, including square footage, elevations, and concept renderings of the build-out of the restaurant and show concession layout.
  - Cost estimate for all site improvements being proposed, if applicable.
  - 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.
  - Description of furniture and any amenities being brought to the site that will complement the daily operations of the concession being proposed.
  
- C. Implementation Plan
  - Improvements Respondent will make to prepare the location for operations, include estimated cost
  - Construction schedule for each of the improvements
  - Anticipated date to begin operations
  - Local hiring plan for staff
  - Proposed schedule for set-up prior to beginning operations explanation of anticipated schedule of seasonal operations.
  
- D. Operations Plan
  - Explanation of year-round or seasonal operations
  - Hours of Operation
  - How the concession being proposed will activate the space, including entertainment.
  - Anticipated 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.
  
- E. 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, publicly 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 X.

#### **5. Compensation Schedule**

Please complete the forms provided as Attachment B- Compensation Schedule.

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

The historical information of revenues generated since 2019 is provided in attachment G

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 any litigation is pending or contemplated that could affect the Respondent's ability to implement its Proposal.

#### **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 RFP, 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 RFP during contract negotiations that were not raised in the Proposal.**

#### **11. Proposal Affidavit**

The form of the affidavit is provided in Attachment D. Respondent must include an executed Proposal Affidavit with its Proposal acknowledging that: a) Respondent has received all sections and materials comprising the RFP, including any addenda; b) the Proposal is based on all of the terms and conditions stated in the RFP; 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](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html)

For the purposes of completing an EDS for this RFP, 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 RFP, 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 C. 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 RFP does not obligate the City to fill all Locations and the City may issue a new RFP 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 RFP 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**

**10 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 or retail 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 the 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.

**Implementation Plan**

**10 points**

The Committee will consider the Respondent’s proposed plan to build the facility and amenities proposed for the Location, including:

- Description of the steps required to execute the proposed design
- The schedule of work for site improvements being proposed in order to open as soon as possible
- Strategy behind the hiring plan to ensure that staff is reflective of the City's population

**Respondent Experience and Qualifications**

**10 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 or 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**

**10 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 term of the license. 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 RFP and reject the Proposal on that basis.

**Conflict of Interest**

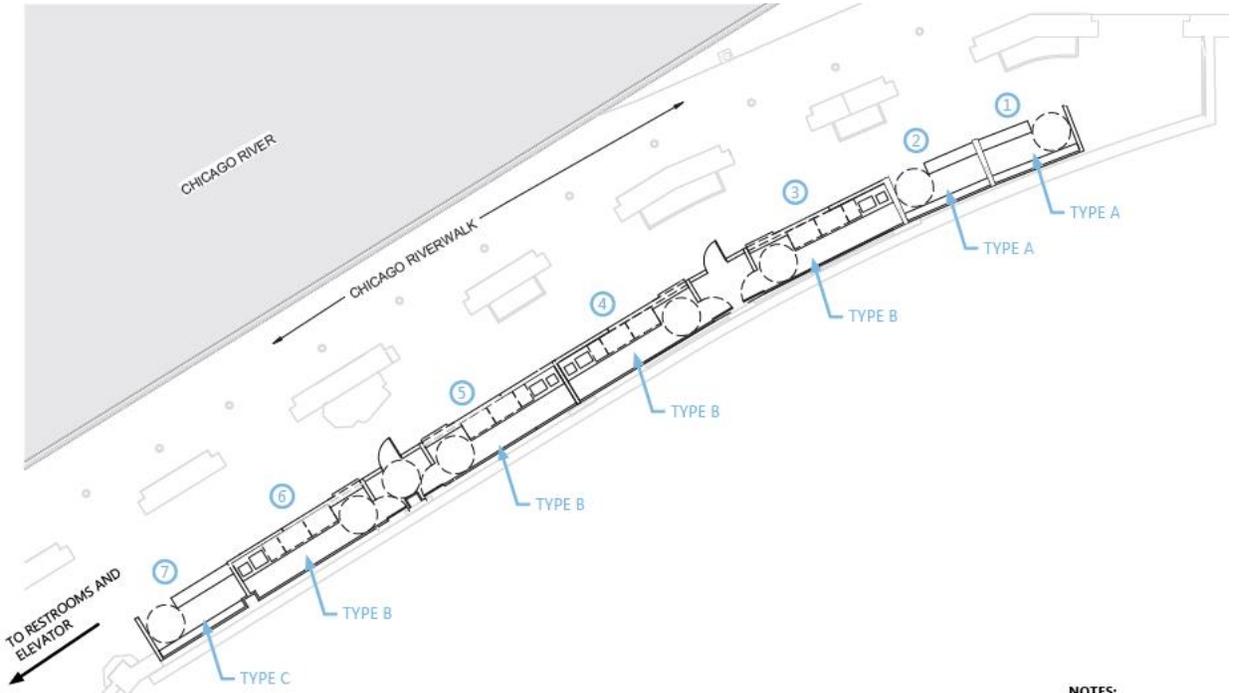
**Pass or Fail**

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 RFP or any work related to this RFP, such Respondent may be disqualified from further consideration

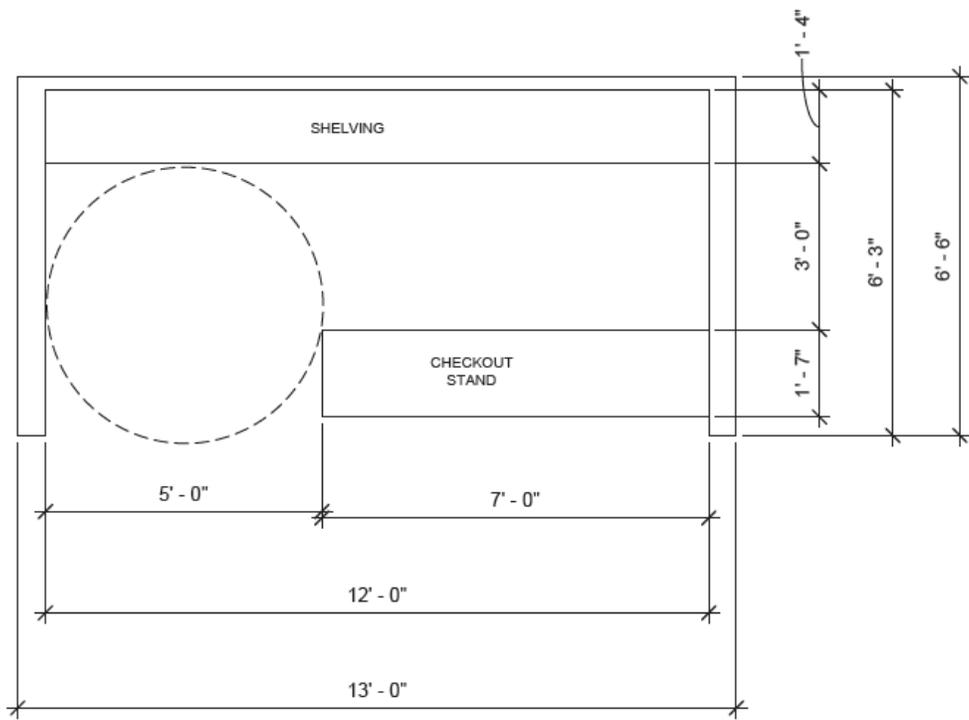
ATTACHMENT A:

- 65 East Riverwalk South Kiosk A #2



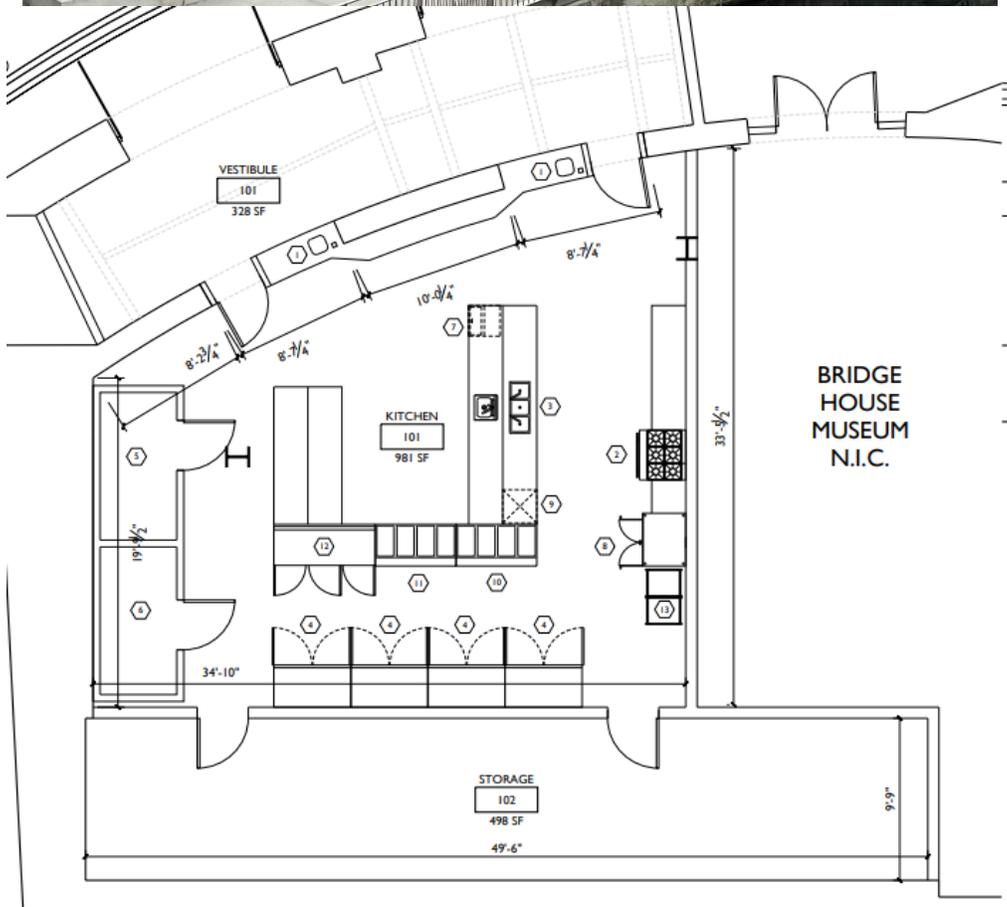


NOTES:



NOTES:

- 91-95 East Riverwalk South



- Loading Zone



WEST ON LOWER WACKER, APPROACHING WEST ACCESS POINT



WEST ON LOWER WACKER, WEST ACCESS POINT



WEST ACCESS POINT



EAST ACCESS POINT

**ATTACHMENT B:**

Compensation for LOCATION 1: 65 East Riverwalk South Kiosk A2 is \$500 per month May through October.

**COMPENSATION CHART LOCATION 2: 91-95 East Riverwalk South**

<b>Three Year Term</b>	<b>License Fee- MAG</b>	<b>% Additional Fee</b>	<b>Estimated Gross Revenues</b>	<b>Estimated Additional Fee</b>	<b>Estimated Operating Costs</b>	<b>Total Fee</b>
Year One:						
Year Two:						
Year Three:						
Extension Year 1:						
Extension Year 2:						

**ATTACHMENT C:**

Insurance Requirements

**Concessions on the Chicago Riverwalk  
Food Vendors**

**A. INSURANCE REQUIRED**

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 work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

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; \$500,000 disease-policy limit and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Vendor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to 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 must be provided additional insured status with respect to liability arising out of Vendor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Vendor's acts or omissions, whether such liability is attributable to the Vendor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Vendor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Vendor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained

by the Vendor with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

Vendor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Vendor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Liquor Liability

When applicable, Liquor Liability ("Dram Shop") Insurance must be obtained with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to the following: off-site coverage, assault and battery coverage, and common law. 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 the services.

6) Property

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

## **B. Additional Requirements**

Evidence of Insurance. 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 and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Vendor must submit evidence of insurance 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Licensee, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Vendor must advise all insurers of the Agreement provisions regarding insurance. The City in no way

warrants that the insurance required herein is sufficient to protect Vendor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Vendor to comply with required coverage and terms and conditions outlined herein will not limit Vendor's liability or responsibility nor does it relieve Vendor of the obligation to provide insurance as specified in this Agreement.

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.

Notice of Material Change, Cancellation or Non-Renewal.

Vendor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor.

Waiver of Subrogation. Vendor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Vendor's insurer(s).

Vendor's Insurance Primary. All insurance required of Vendor under this Agreement shall be endorsed to state that Vendor's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Vendor under this Agreement.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Vendor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company.

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.

Other Insurance obtained by Vendor. If Vendor desires additional coverages, the Vendor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Vendor shall name the Subcontractor(s) as a named insured(s) under Vendor's insurance or Vendor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Vendor. Vendor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Vendor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City on an additional insured endorsement form acceptable to the City. Vendor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Vendor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Vendor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

**Concessions on the Chicago Riverwalk  
Construction Insurance Requirements for Work on the Chicago Riverwalk**

**A. INSURANCE REQUIRED**

Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to 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 the Vendor/Licensee must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) Automobile Liability (Primary and Umbrella)  
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor or cause to be maintained, with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is

greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City and the Vendor/Licensee are to be added as additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Contractors Pollution Liability – (If Applicable)

When any work performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City and the Vendor/Licensee are to be named as additional insureds.

6) Builders Risk/Installation – If Applicable)

When any construction, or major installation projects is undertaken on the property including improvements, betterments, and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility or project. The City of Chicago and the Vendor/Licensee are to be named as additional insureds and loss payees.

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

## **B. Additional Requirements**

Evidence of Insurance. Contractor must furnish the Vendor/Licensee and the City of Chicago, Department of Fleet and Facility Management Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the Vendor/Licensee and the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed

on the indemnity in this Contract given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Vendor/Licensee and the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

## **ATTACHMENT D- AFFIDAVIT**

### 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 Request for Proposal February 23, 2024 (“RFP”), as it may have been amended in one or more addenda thereto. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

1. Respondent intends that the City rely on the Respondent’s submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations 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 RFP 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 RFP are due to be submitted to the City, as set forth in the RFP documents.

6. The City reserves the right to reject any and all proposals, to withdraw the RFP, to reissue the RFP, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best 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 RFP 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 RFP and will not be responsible for any fees, expenses or commissions purported to arise from the execution of any license related to this RFP. Respondent agrees to hold harmless the City from any claims, demands, actions or judgments in connection with any broker fees, expenses or commissions.

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

Respondent warrants that: 1) Respondent, and any entities under its control or entities that control it, have had no part in the preparation of the documents that comprise this RFP; 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 RFP 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 RFP.

Name of Respondent (Legal Name):

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address of Respondent: \_

\_\_\_\_\_  
Business Phone Number:

Date:

County of \_\_\_\_\_

State of \_\_\_\_\_

Signed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

Affix Seal

**ATTACHMENT E:**

**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

**ATTACHMENT G:**

**CONCESSION PROGRAM REVENUES**

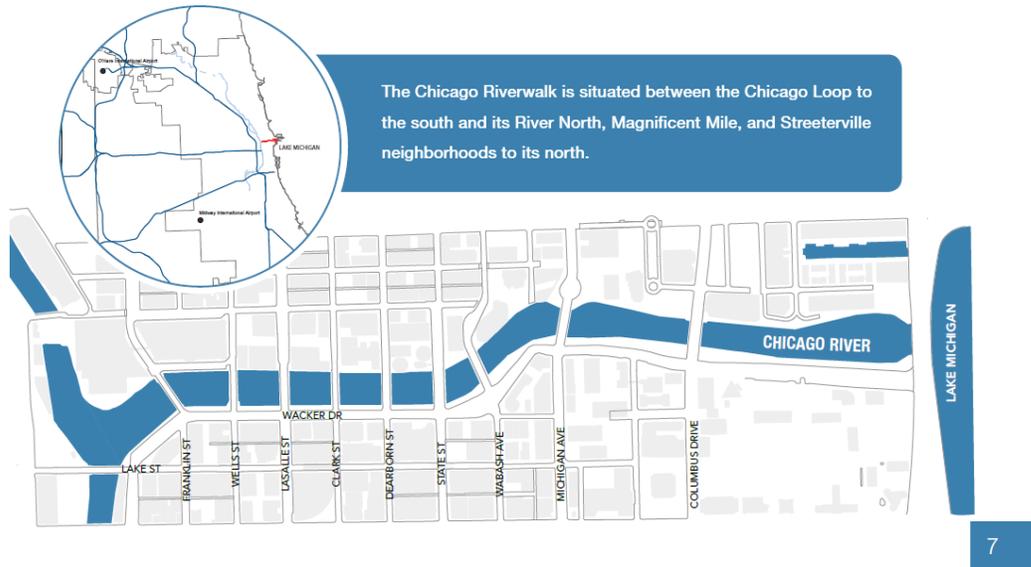
Chicago Riverwalk Vendors	2019				2020				2021				2022				2023			
	Vendor	Total Revenue	Taxes	Gross Sales	Total Revenue	Taxes	Gross Sales	Total Revenue	Taxes	Gross Sales	Total Revenue	Taxes	Gross Sales	Total Revenue	Taxes	Gross Sales	Total Revenue	Taxes	Gross Sales	
Jurban Karjaks	\$ 661,315.84	\$ 54,645.83	\$ 606,670.01	\$ 1,178,387.72	\$ 4,338.04	\$ 1,174,049.68	\$ 1,711,304.92	\$ 3,654.58	\$ 1,713,703.34	\$ 1,413,469.87	\$ 3,152.97	\$ 1,410,316.91	\$ 1,312,749.09	\$ 1,583.10	\$ 1,311,165.99					
Island Party Hut	\$ 1,119,291.63	\$ 117,285.54	\$ 1,002,005.69	\$ 508,897.90	\$ 57,113.81	\$ 451,778.09	\$ 1,410,604.27	\$ 165,702.83	\$ 1,244,941.44	\$ 2,699,059.15	\$ 265,458.64	\$ 2,433,600.51	\$ 2,707,718.69	\$ 267,100.33	\$ 2,440,618.36					
Northman	\$ 1,057,181.48	\$ 108,581.70	\$ 948,601.78	\$ 507,974.12	\$ 53,400.99	\$ 454,569.13	\$ 1,964,375.32	\$ 204,997.90	\$ 1,758,522.42	\$ 2,757,914.31	\$ 287,655.45	\$ 2,470,278.86	\$ 2,881,717.19	\$ 299,789.23	\$ 2,581,947.96					
Beat Kitchen on the River		Opened in 2020		\$ 646,268.00	\$ 65,357.00	\$ 580,916.00	\$ 2,630,514.00	\$ 266,029.00	\$ 2,364,485.00	\$ 2,810,286.12	\$ 283,427.57	\$ 2,526,858.55	\$ 3,050,957.16	\$ 307,300.03	\$ 2,743,657.13					
O'Briens	\$ 1,540,493.61	\$ 159,838.92	\$ 1,380,654.69	\$ 599,108.84	\$ 63,184.87	\$ 535,923.97	\$ 2,056,413.36	\$ 216,497.97	\$ 1,839,915.39	\$ 2,230,075.05	\$ 233,343.41	\$ 1,996,731.64	\$ 1,706,094.10	\$ 179,610.61	\$ 1,526,483.49					
Chicago Brew House	\$ 2,133,995.00	\$ 220,556.01	\$ 1,913,438.99	\$ 1,107,612.56	\$ 116,123.06	\$ 991,489.50	\$ 3,758,090.57	\$ 392,800.20	\$ 3,409,528.17	\$ 4,391,551.98	\$ 459,560.16	\$ 3,931,991.82	\$ 3,412,157.09	\$ 358,167.33	\$ 3,053,989.76					
City Winery	\$ 5,612,441.05	\$ 562,946.10	\$ 5,049,494.95	\$ 1,565,063.35	\$ 156,681.76	\$ 1,400,381.59	\$ 3,810,354.26	\$ 369,522.91	\$ 3,420,661.25	\$ 2,445,392.15	\$ 277,303.29	\$ 2,168,018.00	\$ 3,101,012.81	\$ 317,865.30	\$ 2,783,147.51					
Tiny Tapp	\$ 3,032,012.67	\$ 310,046.44	\$ 2,721,966.23	\$ 699,684.86	\$ 81,101.31	\$ 618,583.55	\$ 2,402,020.66	\$ 250,089.18	\$ 2,151,931.48	\$ 3,284,819.63	\$ 341,268.93	\$ 2,943,550.70	\$ 4,057,185.66	\$ 412,720.05	\$ 3,644,465.61					
Taco Rio				Opened in 2023																
Downtown Docks (Duffy)	\$ 944,118.86	\$ 87,874.94	\$ 856,243.92	\$ 668,654.89	\$ 54,016.22	\$ 614,638.67	\$ 1,473,307.81	\$ 115,336.63	\$ 1,357,971.16	\$ 1,638,275.43	\$ 129,824.21	\$ 1,508,451.22	\$ 1,565,972.25	\$ 125,286.16	\$ 1,440,686.09					
Sweet Home Gelato (CIV)	\$ 389,023.95	\$ 40,271.54	\$ 348,752.41	\$ 138,664.24	\$ 14,349.12	\$ 123,815.12	\$ 363,917.62	\$ 38,086.57	\$ 325,831.05	\$ 362,711.45	\$ 38,354.46	\$ 324,356.99	\$ 454,440.55	\$ 47,959.97	\$ 406,489.58					
Coco Bar				Opened in 2023																
Brews and Bites				Opened in 2023																
<b>Marketplace Vendors</b>																				
Neighborhood				Opened in 2021																
Chiboy's				Opened in 2022																
Chi Boys Cafe				Opened in 2023																
Colores Mexicanos				Opened in 2021																
Feed Your Head				Opened in 2022																
Clivia Chia				Opened in 2021																
<b>TOTAL</b>	<b>\$16,489,876.09</b>	<b>\$1,790,922.36</b>	<b>\$14,687,828.67</b>	<b>\$7,619,616.48</b>	<b>\$673,673.18</b>	<b>\$6,945,943.30</b>	<b>\$22,037,198.93</b>	<b>\$2,065,681.69</b>	<b>\$19,994,732.54</b>	<b>\$24,370,588.37</b>	<b>\$2,350,866.88</b>	<b>\$22,029,280.11</b>	<b>\$26,180,066.46</b>	<b>\$2,519,478.09</b>	<b>\$23,660,588.37</b>					

## ATTACHMENT H:

### Riverwalk Concession Handbook

#### Maps

## Riverwalk Location & Map



#### Guiding Principles

Cities have historically been built along rivers because they were indispensable resources for transportation and commerce. Chicago's earliest non-native settler, Jean Baptiste Pont du Sable established a trading post along the Chicago River which served as Chicago's harbor until the early 20th century. The river has always been a social and economic hub.

While the Chicago River remains an important part of local and regional economy, it is also Chicago's second coastline, connecting Chicago's most recognizable landmarks and destinations. Recreational activities and public art installations are increasing exponentially. The Chicago Riverwalk is a model for other riverside developments on both the north and south branches of the Chicago River. The Guiding Principles were developed from the community outreach conducted in the early stages of the project.

#### Access

The Riverwalk project provides 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
  - o Maintain a continuous public walkway
  - o Improve vertical circulation
  - o Easy to locate and navigate

- Establish connections
  - o Promote as vibrant, active link to the lakefront and other Chicago landmarks
  - o Establish the Riverwalk as a connecting thread that runs through the city
- Access for everyone
  - o ADA compliant
  - o Improve perceived and actual safety
  - o A neighborhood amenity for all to enjoy

### Activation

Making the Chicago River easier to access will have a profound effect on the number of annual visitors. Seasonal programming, unique gathering spaces with seating surrounded by landscaping and leasable space for restaurants, retail and boat docking 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
  - o Provide more seasonal public river uses
  - o Ensure year-round program and activity
  - o Increase recreational and commercial boating
- Create space for civic gathering & diverse events
  - o Promote the space for groups and entertainment functions
  - o Invest in placemaking, creating unique places on the River
- Economic activation
  - o Developing new opportunities along the Chicago River
  - o Improve commercial functions and maximize leasable opportunities
  - o 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 Chicago 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
- Maintain a sense of unpredictability and encourage the unexpected
- Embrace the history of the Chicago River
- Honor and showcase history
- Celebrate the river's uniqueness
- Historically & architecturally significant buildings, bridges, and bridge houses
  - o Modern skyscrapers
  - o Classical + industrial details + architecture
- Enhance community life
- Outreach to residents of Downtown and River North communities
- Utilize green and open spaces for fitness, wellness, and educational programming
- Feature public art from local artists
- Balance local pride with tourist intrigue
- Promote the Riverwalk as a neighborhood amenity for all Chicagoans to enjoy

- Promote the Riverwalk to visitors as a connection point that weaves together all the best of downtown Chicago.

### Standard of Service for the Riverwalk

The Riverwalk is a unique destination that is along a natural resource in the heart of downtown. The Concession Program was created to enhance visitor experience of the 1.25-mile-long linear park. The Chicago River is a natural amenity, and the environment is home to many ecosystems which should be enjoyed and respectfully protected. The Standards of Service were developed for the Riverwalk to define expectations of Licensees in the Concession Program. Members and staff of the Concession Program are Ambassadors of the City of Chicago. Staff should be reflective of the diversity of city's neighborhoods and exercise Chicago friendliness to all visitors.

### **Standard of Service**

- (1) **Personnel.** Licensees shall provide, at their own expense, enough 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, if applicable. 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, 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. No motorized vehicles are permit on the Chicago Riverwalk 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 daily or more frequently if required to maintain a neat, orderly environment. Trash can not be piled up within any visible areas of the location. 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 public areas within one hundred (100) feet of the Licensees' Area for all such refuse generated by its Concession. Trash must be swept up around the garbage dumpsters. Any spills made during transport from the location to the trash area must also be cleaned up.

(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. Trash, debris and deliveries should be removed or cleared away in a timely manner and not allowed to accumulate for long periods of time.

(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. 2FM will be responsible for graffiti on Wacker Drive limestone, or columns within the Esplanade.

(8) Locks and Keys. Licensees are responsible for the locks of their location and provide one set to 2FM for emergency use only. Keys to the back of the house area will be provided to Licensee for use throughout the season. 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. 2FM will provide keys to vendors in the Community Marketplace which must be returned at the end of the season.

(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 Commissioner approval. 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 without Commissioner approval.

(12) Signage. At all times, Licensee shall display at the concession location 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 License 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. Signage other than the approved product price board required below will not be permitted in any other locations unless approved by 2FM.

(13) General Repairs and Maintenance. Licensees shall, at their own expense, at all times during the term of the Concession License Agreement, 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 License 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.

(14) 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.

(15) 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 2FM and must obtain all applicable permits.

(16) Securing Licensee's Area. Before leaving the facilities daily, 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. Upon completion of each season, as approved by 2FM, heat can remain on to the extent necessary to prevent the freezing or bursting of pipes.

(17) 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.

(18) 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.

(19) 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. At no time is a Licensee's personnel or security contractor(s) permitted to carry a firearm, regardless of state license or certification to do so. Firearms are prohibited on the Chicago Riverwalk.

(20) Parking. Parking is allowed and where applicable, included in the Concessions License Agreement. Designated parking locations will be assigned by 2FM. Parking may be restricted from time to time determined by 2FM for public safety reasons. Motorized vehicles are strictly prohibited on the Chicago Riverwalk without Commissioner approval.

(21) 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. Snow and ice control methods and products must meet the criteria established in the Environmental Guidelines created for the Chicago Riverwalk which are subject to change from time to time. Methods are required to be reported in the annual Environmental Report.

(22) Power Washing. Licensees shall be responsible for ensuring that the Licensee's Location, areas of ingress and egress and Additional Space areas as approved by the Commissioner are power washed as needed, and as directed by 2FM. Power washing operations must meet the criteria established in the Environmental Guidelines created for the Chicago Riverwalk, which are subject to change from time to time. Power washing of spills and drips during transport of trash is required. Power washing procedures and directions are as follows:

- Wastewater must be disposed of in accordance with all local, state and federal regulations and the property manager is responsible for obtaining any necessary permits.
- Pre-sweep before washing to pick up and containerize and properly dispose any loose dirt and debris and use dry spot cleaning methods, such as absorbent materials to clean spills.

- Minimize water usage through the use of water regulating nozzles and/or high pressure delivery systems.
- Washing must be limited to hot water only. **Cleaning agents are prohibited**
- Sweep up any visible solids/residue after the power washing

(23) 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.

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

(25) 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 as created specifically for the Chicago Riverwalk

(26) 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. (28) 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.

(27) Environmental Guidelines. Licensee's are encouraged to limit use of plastics as much as possible. Licensees are expected to follow the rules and regulations for operations as outlined in the Environmental Guidelines and established for the Chicago Riverwalk which included Green Cleaning Policy, power washing, snow removal and deicing, Sustainable Purchasing Policy. 2FM requires annual reporting of to ensure compliance and will monitor. Inaccurate reports or violators of the criteria established in the Guidelines will be subject to fines and default.

## Environmental Initiatives

### **CITY OF CHICAGO SUSTAINABLE OPERATIONS Sustainable Purchasing Policy APRIL 2015**

This Sustainable Purchasing Policy (Policy) applies to the sustainable purchasing associated with City of Chicago (City) facilities; and that are within the City's control, including the Chicago Riverwalk. Although this Policy is specifically developed for 2FM's purchases, it is also applicable to contractor working on behalf of 2FM and concessions with License Agreements on the Chicago Riverwalk, each is responsible for identifying purchase needs and requirements and ensuring that their contracts are in compliance with this Policy.

This Policy applies to sustainable purchasing of the following types of products:

- Ongoing Consumables
- Durable goods
- Building materials used in facility alterations and additions
- Lamps and light bulbs
- Food (when applicable)

Facility personnel are encouraged to also consider the following areas of interest:

- Packaging
- Recycled Content
- Post-consumer Use and Recycling Opportunities
- Locally-sourced Options

#### **GOALS**

To purchase products in a manner that will:

- be fiscally responsible
- protect the environment and public health
- conserve natural resources
- minimize waste, including landfilling and incineration, and reduce toxicity

#### **QUALITY ASSURANCE CONTROL PROCESS**

2FM evaluates the performance, safety, cost, and environmental/public health benefits achieved as a result of the sustainable purchasing program on an on-going basis.

#### **SUSTAINABLE PURCHASING STRATEGIES**

##### **PERFORMANCE METRICS**

The practices listed below shall be implemented to the extent noted in the table. When less than complete adoption occurs, the performance metrics indicated will be used to gauge performance against the implementation target.

Licensee is required to record and track purchases on an annual basis and provide a report to 2FM using the provided Materials Purchasing Worksheet, documenting the manner by which each product purchase meets the following purchasing criteria.

<b>Materials Purchasing Criteria</b>	<b>Performance Metric</b>	<b>Implementation Target</b>
Ongoing consumables	Percentage of the cost of goods	60%
Electronics and appliances	Percentage of the cost of goods	40%
Furniture	Percentage of the cost of goods	40%
Facility alterations and additions	Percentage of the cost of goods	50%
Reduced mercury in lamps	Percentage of the cost of goods	90%
Food	Percentage of the cost of goods	25%

### **Sustainable Purchasing of Ongoing Consumables**

The term “ongoing consumables” refers to low-cost-per-unit materials that are regularly used and replaced through the course of daily business operations. These products may include, but are not limited to: printing and copying paper, notebooks, envelopes, business cards, sticky notes, paper clips, toner cartridges, and batteries. The City’s goal is that at least 60% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 50% rapidly renewable material (e.g., bamboo, cotton, cork, wool)
- Contains at least 50% materials harvested and extracted and processed within 500 miles of the facility
- Consists of at least 50% Forest Stewardship Council (FSC)-certified paper products
- Rechargeable batteries

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City’ requests that vendors notify them of recycled content and reduced packaging options or alternative products that would comply with the above specifications. Nothing contained in this Policy shall be construed as requiring the City to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.

### **Sustainable Purchasing of Durable Goods**

The term “durable goods” refers to higher-cost-per-unit materials that are replaced infrequently and/or may require capital outlays to purchase. These products may include, but are not limited to: office equipment (such as computers, monitors, printers, copiers, fax machines), appliances (refrigerators, dishwashers, water coolers), external power adaptors, televisions, and furniture. The purchasing criteria for these products fall into the following two categories.

#### Electronics and Appliances

The City’s goal is that at least 40% of the cost of goods purchased will comply with one or more of the following criteria:

- Energy Star labeled products, when available
- Electronic Product Environmental Assessment Tools (EPEAT) rated products (at least bronze level)
- The equipment replaces conventional gas-powered equipment, i.e. maintenance equipment and vehicles

### Furniture

The City will make it a priority to reuse furniture as much as possible. When new furniture must be purchased, the goal is that at least 40% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 70% salvaged material from off-site or outside the organization
- Contains at least 70% salvaged material from on-site through an internal materials and equipment reuse program.
- Contains at least 50% rapidly renewable material (bamboo, cotton, cork, wool)
- Contains at least 50% materials harvested, extracted and processed within 500 miles of the facility/site
- Consists of at least 50% Forest Stewardship Council (FSC) certified wood

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City requests that vendors notify them of Energy Star and sustainable furniture opportunities that would comply with the above specifications, as well as reduced packaging options.

### **Sustainable Purchasing: Facility Alterations and Additions**

This Policy covers materials that are permanently or semi-permanently attached to a building itself in the course of facility renovations, demolitions, refits and new construction additions. These products may include, but are not limited to: building components and structures (wall studs, insulation, doors, windows), panels, attached finishes (drywall, trim, ceiling panels), carpet and other flooring materials, adhesives, paints and coatings. The City's goal is that at least 50% of the cost of goods purchased will comply with one or more of the following criteria:

- Contains at least 10% post-consumer and/or 20% post-industrial material
- Contains at least 70% salvaged material from off-site or outside the organization
- Contains at least 70% salvaged material from on-site through an internal materials and equipment reuse program.
- Contains at least 50% rapidly renewable material (bamboo, cotton, cork, wool)
- Contains at least 50% materials harvested/extracted and processed within 500 miles of the facility/site
- Consists of at least 50% Forest Stewardship Council (FSC) certified wood
- Specific requirements for paints, coatings, adhesives, and sealants are provided in the Appendix and summarized below:
  - Adhesives, paints and sealants (both indoor and outdoor) must comply with the VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, GS-36, and GS-11.
  - Clear wood finishes, floor coatings, stains, sealers and shellacs must comply with the VOIC content limits of SCAQMD Rule #1113.
  - Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates must comply with

the VOC content limit of 250 g/L established in GC-03.

- Finished flooring is FloorScore-certified and constitutes a minimum of 25% of the finished floor area
- Carpet and carpet cushion meets the requirements of the Carpet and Rug Institute (CRI) Green Label Plus carpet testing program
- Composite panels and agrifiber products contain no added urea-formaldehyde resins

The City acknowledges the value of purchasing sustainable products and requires that vendors support that effort when appropriate and/or possible. The City requests that vendors notify them of potential opportunities that would comply with the above specifications, as well as reduced packaging options.

#### **Sustainable Purchasing: Toxic Material Source Reduction – Reduced Mercury in Lamps**

The City seeks to reduce the amount of mercury brought into all sites through purchase of lamps and light bulbs or the buildings and associated grounds. The City's goal is that at least 90% of the number of lamps purchased will meet the following overall mercury-content target:

- No more than 90 picograms of mercury per lumen-hour

City representatives acknowledge the value of purchasing low-mercury lamps and require that vendors support that effort when appropriate and/or possible. The City requests that vendors notify them of specific lamps and other opportunities that would comply with the above specifications, as well as reduced packaging options.

#### **Sustainable Purchasing: Food**

This Policy is applied to all food purchases including but not limited to food provided in the employee kitchen, coffee/tea provided, food catered on-site and take-out food provided for events and/or meetings. The City's goal is that at least 25% of the total cost of all food and beverages purchased will comply with one or more of the following criteria:

- Labeled USDA Organic
- Labeled Food Alliance Certified
- Labeled Rainforest Alliance Certified
- Achieves Fair Trade Label
- Achieves Marine Stewardship Council's Blue Eco-Label
- Produced within a 100-mile radius of the site

The City acknowledges the value of purchasing sustainable food and beverages and requires vendor support in sustainable food purchasing when appropriate and/or possible. The City requests that vendors notify them of potential opportunities that would comply with the above specifications, as well as reduced/recyclable packaging options.

**APPENDIX: VOC LIMITS FOR PAINTS, COATINGS, ADHESIVES AND SEALANTS**

<b>Architectural Applications</b>	<b>VOC Limit [g/L less water]</b>	<b>Specialty Applications</b>	<b>VOC Limit [g/L less water]</b>
Indoor carpet adhesives	50	PVC welding	510
Carpet pad adhesives	50	CPVC welding	490
Wood flooring Adhesives	100	ABS welding	325
Rubber floor adhesives	60	Plastic cement welding	250
Subfloor adhesives	50	Adhesive primer for plastic	550
Ceramic tile adhesives	65	Contact adhesive	80
VCT and asphalt adhesives	50	Special purpose contact adhesive	250
Drywall and panel adhesives	50	Structural wood member adhesive	140
Cove base adhesives	50	Sheet applied rubber lining operations	850
Multipurpose construction adhesives	70	Top and trim adhesive	250
Structural glazing adhesives	100		
<b>Substrate Specific Applications</b>	<b>VOC Limit [g/L less water]</b>	<b>Sealants</b>	<b>VOC Limit [g/L less water]</b>
Metal-to-metal	30	Architectural	250
Plastic foams	50	Non-membrane roof	300
Porous materials (except wood)	50	Roadway	250
Wood	30	Single-ply roof membrane	450
Fiberglass	80	Other	420
<b>Sealant Primers</b>	<b>VOC Limit [g/L less water]</b>	<b>Aerosol Adhesives</b>	<b>VOC Limit</b>
Architectural non-porous	250	General purpose mist spray	65% by weight
Architectural porous	775	General purpose web spray	55% by weight
Other	750	General purpose aerosol adhesives	70% by weight
<b>Paints</b>	<b>VOC Limit [g/L]</b>	<b>Clear Wood Finishes, Floor Coatings, Sealers, and Shellacs</b>	<b>VOC Limit [g/L]</b>
Interior nonflat	150	Clear wood finishes - Varnish	350
Interior flat	50	Clear wood finishes - Lacquer	550
Exterior nonflat	200	Floor Coatings	100
Exterior flat	100	Sealers – Waterproofing	250
		Sealers – Sanding	275
		Sealers – All Other	200
		Shellac – Clear	730
		Shellac – Pigmented	550
		Stains	250
<b>Anti-Corrosive and Anti-Rust Paints</b>	<b>VOC Limit [g/L]</b>		
Applied to interior ferrous metal substrates	250 g/L		

## SECTION 2 GREEN CLEANING POLICY

### CLEANING PRODUCTS

#### PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials used at City facilities shall, when possible, meet the requirements below.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, metal polish, floor finishes, strippers, disposable janitorial paper products and trash bags, and hand soaps. In general, the use of multi-attribute certifications, when available, is preferred over single-attribute certifications.

#### **Green Cleaning, Purchase of Sustainable Cleaning Products and Materials Criteria:**

- All general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes, carpet and upholstery care, hard-surface cleaners, cleaning and degreasing compounds, metal polish, floor finishes, strippers or any other products as applicable must meet one or more of the following standards for the appropriate category:
  - Green Seal
  - EcoLogo
  - EPA Safer Choice
- Disinfectants must meet the following standards:
  - Disinfectants, including antimicrobial mold and mildew cleaners, and non-food contact surfacesanitizers, shall be EPA FIFRA-registered.
  - The use of disinfectants and non-food contact sanitizers that only contain the following active ingredients shall be prioritized:
    - Hydrogen peroxide or accelerated hydrogen peroxide
    - Citric acid
    - Lactic acid
    - Caprylic acid
    - Silver

Recommended products included in the [Safer Products and Practices for Disinfecting and Sanitizing Surfaces](#) guide prepared by SF Environment and Responsible Purchasing Network should be used when applicable.

Specialty cleaners, such as but not limited to, metal and furniture polish, graffiti and gum removers, and lime and scale removers shall meet the above standards or not contain volatile organic compounds (VOCs) in concentrations that exceed the levels required by the California Air Resources Board's (CARB) Regulation for Reducing Emissions from Consumer Products for the specific product category according to the most current version of the CARB regulations in effect at the time of purchase.

Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:

- U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
- Green Seal

- Eco Logo

Hand soaps must contain no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements) and must meet one or more of the following standards for the appropriate category:

- Green Seal
- EcoLogo
- EPA Safer Choice

If a product is not available with the above certifications, the following stand may also be considered:

- Biopreferred
- Others as approved by 2FM

In addition, floor coating products will preferentially be free of metals such as zinc. The intent of this requirement is to reduce the content and use of toxic materials in cleaning systems and those that may enter the Chicago River or Lake Michigan.

All cleaning agents used by the Contractor will be of a quality acceptable to 2FM and appropriate for the surface being cleaned. No abrasive cleaner or pads will be used on marble, glass, plastic, painted, chrome, stainless steel, aluminum, wood, or porcelain surfaces.

### **Exceptions**

If the sustainable version of a material or supply is not available in a reasonable period of time, fails to meet performance standards, excludes adequate competition, or is only available at unreasonable prices, then alternative materials or supplies may be considered and approved on a case-by-case basis. All nonconforming products must be approved by 2FM prior to use.

### **Recordkeeping**

The Licensee must submit documentation to 2FM for approval indicating the required certification prior to using a product at the Location. Examples of acceptable documentation includes verification from the certification organization's website; specification sheets, cut sheets or actual labels from product containers demonstrating that the cleaning products in use are certified; or independent third-party validation that the products meet the above criteria. All product documentation must also be maintained at the Location. The Licensee will also be required to submit annual reports of products used.

## Site Improvements

### **Requirements for Site Improvements, Trailers and Mobile Carts on the Chicago Riverwalk**

#### **Introduction**

Site improvements may become necessary or required during the term of the License Agreement and must be approved by 2FM. This section of the Handbook 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. If site improvements are being considered, begin discussions regarding the

proposal with 2FM immediately. 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 2FM approval and all applicable permits including, but not limited to Building permits, CDOT bridge permit and harbor permits.

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 required approvals, necessary permits, and paying all fees.

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 or without written approval by 2FM.

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.

### **Construction**

Licensee is responsible for the following during construction:

- a. Providing a weekly look ahead schedule. Depending on the scope of work included in the Site Improvements, 2FM may require weekly construction meetings.
- b. Maintain the Riverwalk path is a safe, fully ADA compliant and accessible, providing necessary resources and equipment for pedestrian traffic control as needed
- c. Maintaining that any construction debris is not visible to path users
- d. Maintaining a clean and sanitary job site
- e. No advertising signage for the contractors is allowed on construction fencing

### **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 flash drive or, or web-link to the as-built construction document electronic drawings files that were created using an acceptable version of CADD software, and a 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, tents 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 term of the License Agreement. 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. All trailers must be approved in writing by 2FM.

Vehicles moving trailers or carts throughout the Riverwalk daily 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. 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 daily. The Licensee will be responsible for any permits and inspections from the Department of Buildings and Health Departments. No motorized vehicles are permitted on the Chicago Riverwalk.

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. **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 required approvals daily 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.

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. Licensee must provide a plan for daily cleaning of the cart.

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 carts or trailers components shall be maintained by the Licensee at all times during operation. Carts and trailers shall remain free of stickers, decals, signage, striping, graffiti, logos, banners, writing, etc. except as required or specifically approved by 2FM. Carts and trailers 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.

## 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 non-patrons 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 milliliter ("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)

#### CONCESSION PROGRAM VENDOR VIOLATION REPORT

In the unanticipated event that a Licensee is not complying with the terms and conditions of the License Agreement, Use Agreement, Standard of Service, Riverwalk policies, or common courtesy, 2FM and the property management team will issue a Violation Report. Multiple violations will be cause for default.