

CHICAGO PARK DISTRICT

DEPARTMENT OF REVENUE

NOTICE OF AVAILABILITY APPLICATION PACKAGE FOR A CONCESSION OPPORTUNITY AT BIG MARSH PARK: TREETOP ADVENTURE COURSE BUILD OUT /CONCESSION OPERATION/FOOD AND BEVERAGE CONCESSION

ADVERTISED: August 31, 2018

MEETINGS and SITE VISITS: Friday, September 21st, 2018 at 11 am C.D.T. at
Big Marsh Park
11559 S. Stony Island Avenue.
Chicago, Illinois 60633

QUESTIONS: Questions may be submitted electronically to **Park Concession Management LLC** via email until **Friday, October 12th, 2018 at 3 PM, C.D.T.**

APPLICATION DUE DATE and TIME : Friday, October 19th, 2018 at 3:00 PM, C.D.T.
Applications and supporting documents should be submitted electronically via email to **Park Concession Management LLC (Tracy.Mckenzie@cbre.com)**

Jesse H. Ruiz
President, Board of Commissioners

Michael P. Kelly
General Superintendent and CEO

Dana Zilinski
Director of Revenue



CHICAGO PARK DISTRICT

August 31, 2018

Applicant:

Pursuant to Chapter IX of the Code of the Chicago Park District, the Chicago Park District ("CPD") through this Notice of Availability is making available a concession opportunity at Big Marsh Park and interested experienced firms or legal entities are invited to submit their application for this concession opportunity.

If you are interested in this opportunity, please read, complete and submit the application electronically by the due date and time. The application due date and time is:

Friday, October 19th, 2018 at 3:00 PM C.D.T.

All applications successfully submitted by the due date and time will be reviewed according to the process described on the pages that follow.

All questions should be submitted to **Park Concession Management LLC (PCM)** via email to Tracy.Mckenzie@cbre.com. If you have questions prior to submitting your application, please contact Tom O'Reilly, Director of Facilities, Park Concession Management, at 312.456.7030 or at TomOReilly@cbre.com or Tracy Mckenzie, General Manager, Park Concession Management, at 312.456.7028 or Tracy.Mckenzie@cbre.com.

Thank you for your interest in this concession opportunity.

Park Concession Management LLC as agent for the Chicago Park District

SECTION 1

**APPLICATION INFORMATION AND REVIEW
AND SELECTION PROCESS**

APPLICATION INFORMATION

APPLICATION DUE DATE AND TIME

Submit a signed completed application electronically via email **by 3:00 PM, C.D.T. on Friday, October 19th, 2018**. Applications received after the due date and time above will not be accepted nor will additional time be granted to any firm unless by addendum to this application.

QUESTIONS REGARDING THE APPLICATION

If you have questions regarding this application, then please submit them via email to **Park Concession Management LLC** by **3:00 PM, C.D.T. on Friday, October 12th, 2018**. Responses to all questions and additional documentation will be made available via email.

EXAMINATION OF THE APPLICATION

It is expected that applicants will read this entire application package and accompanying documents with care and will complete and submit the application contained in this package without alteration. PCM will not accept an application that has been recreated or reformatted by the applicant. Applications obtained from any source other than PCM cannot be assumed to be complete, and applications prepared from such documents are subject to rejection. Also, it is expected that the applicant will carefully review its application before submitting to confirm that it is complete. Incomplete applications may result in removal of the application from consideration. Lastly, the applicant's negligence in these matters, or the failure of the applicant to ask relevant questions before the application due date will not relieve the applicant of any obligations to comply, in every detail, with all provisions and requirements of this application package.

AMENDING OR WITHDRAWING THE APPLICATION

Prior to the scheduled due date and time for the receipt of applications, any application submitted early may be amended and/or withdrawn. In order to amend, you must first un-submit your application through PCM via email. Please note that re-submissions must be complete before the application due date and time, provided that the application is in full compliance with the requirements in this application package.

ANTICIPATED PROJECT SCHEDULE

Notice of Availability Advertised.....	August 31, 2018
Meeting and Site Visit.....	Sept 21, 2018
Questions Due Date.....	Oct.12, 2018
Application Due Date.....	Oct. 19, 2018
Presentation of award to the Board of Commissioners of the CPD for approval.....	TBD
Construction complete and concession operation ready for 2019 concession season.....	Memorial Day Weekend 2019

APPLICATION REVIEW AND SELECTION PROCESS

OVERVIEW

1. Only applications submitted by the application due date and time will be reviewed by PCM.
2. Upon receipt of your application, PCM will initially process and review it for completeness. Incomplete applications may be removed from consideration. Additionally, PCM will not consider applications from applicants that are in arrears or in default with the CPD, or have failed to perform faithfully on any previous contract with the CPD.
3. Complete applications will then be reviewed by PCM, who will make a recommendation of award to the CPD for its final approval. As part of its review of complete applications, PCM may at any point during the review process request from any applicant: (i) additional information; (ii) to clarify any part of their application; (iii) to revise any part of their application; (iv) to conduct interviews; (v) to visit their work place; (vi) samples; (vii) best and final offers; and (viii) any combination of items (i)-(viii). Additionally, PCM may exercise items (i) – (viii) more than once. Information from items (i) – (viii) may be used along with the other contents of the application to aid the ARC in its review and selection. PCM may select an

applicant without exercising any or all of items (i) – (viii).

4. The General Superintendent and CEO and/or President of the Board of Commissioners may be informed and consulted throughout the review process about the applications.
5. At the conclusion of the review process, PCM's recommendation of award to the selected applicant will be presented to the Board of Commissioners of the Chicago Park District ("Board") for approval. If the Board approves the award, then the selected applicant will execute a concession permit agreement ("CPA") with the CPD.
6. The CPD reserves the right to select an applicant for presentation to the Board based upon the application alone.

APPLICATION REVIEW CRITERIA

Pursuant to Chapter IX of the Code of the Chicago Park District, application review criteria include:

1. The qualifications of the applicant, including the applicant's professional qualifications, skills, experience and financial ability;
2. The quality, including the creative or innovative nature, of the proposed foods, commodities or services;
3. Revenue to be received by the CPD from the proposed concession;
4. The extent to which the proposed concession would not interfere with and would enhance park recreational activities;
5. The extent to which the proposed concession is consistent with the historic and aesthetic nature and planned use of the proposed location;
6. The extent to which the proposed concession is consistent with the goals of the concessions program and plan;
7. The extent to which the proposed concession adds to the diversity of CPD concession activities;
8. The willingness of the applicant to make a good faith effort to encourage the participation of Woman Business Enterprises and Minority Business Enterprises in the concession operations; and
9. Any other factor that the General Superintendent or his/her designee may deem relevant, including:
 - a. Capital contribution by applicant;
 - b. Sustainability; and
 - c. Capacity of the Concessionaire to perform.

RESERVED RIGHTS

The CPD reserves the right at any time and for any reason to cancel this application, and/or to reject any, some, or all applications received.

COMPLAINTS, FREEDOM OF INFORMATION ACT REQUESTS, AND DE-BRIEFING

COMPLAINTS

You can submit a complaint or concern anytime by sending an e-mail to Sheshe Taylor at Sheshe.Taylor@chicagoparkdistrict.com. Alternatively, you can submit your complaint or concern anytime to the Inspector General of the Chicago Park District by visiting: <http://www.chicagoparkdistrict.com/departments/board-of-commissioners/inspector-general-hotline/>

FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

To submit a FOIA request, click on the following link for details:
<http://www.chicagoparkdistrict.com/departments/administration/communications/foia/>

DE-BRIEFING

If you are interested in a post-award de-briefing to learn why you were not awarded the opportunity, please send an e-mail to Sheshe Taylor at Sheshe.Taylor@chicagoparkdistrict.com.

END OF SECTION 1

SECTION 2

DESCRIPTION OF OPPORTUNITY

TERMS AND DEFINITIONS

Treetop Adventure means high ropes style “tree top” (or aerial) adventure experience geared towards environmental education, adventure education, corporate training and outdoor recreation.

Eco-Recreation means outdoor recreation that encourages immersive activity in nature that celebrates the environmental significance and encourages open space stewardship.

Eco-Tourism means a form of tourism that usually involves fragile, pristine or undisturbed natural areas characterized by significant natural beauty or biodiversity; eco-tourism can be defined as recreation, not all forms of recreation can be classified as eco-tourism.

Bike Park means a venue located at Big Marsh for mountain biking, cyclocross racing, and trail riding, supported by the Friends of Big Marsh.

Friends of Big Marsh means a coalition of organizations, companies, and people who support the development of Big Marsh Park as an eco-recreation site.

Concession Operations means all daily operational tasks associated with running a world class, eco-recreation operation on the southeast side of Chicago, including: staffing, scheduling, sales, facilitation and ongoing administrative functions.

Concession Outlet means any kiosk, Concessionaire provided mobile carts or small outpost/pop-up food & beverage used for concessions.

Concession Permit Agreement means the executed agreement between the CPD and the Concessionaire.

Concessionaire means the applicant who has been awarded a CPD CPA by the Board as a result of this application and the process described herein.

CPA means the Concession Permit Agreement.

CPD means the Chicago Park District.

F&B means food and beverage.

FF&E means furniture, fixtures and equipment.

PCM means Park Concession Management LLC, concession program manager and agent for the Chicago Park District

INVITATION

The Chicago Park District invites experienced firms or legal entities to submit their applications for the design, construction and operation of a world class high ropes style “tree top” (or aerial) adventure park (Treetop Adventure) to be located at Big Marsh Park (Park No. 564) located at 111th & Stony Island Avenue.

CPD envisions a fun, educational destination designed to serve multiple audiences, including families, local and regional school groups, other organized groups seeking team building and facilitated group activities and individuals who desire an outdoor adventure in a safe and inspiring environment.

CPD envisions that the multiple elements of the overall experience will utilize the space simultaneously occupied by the Bike Park located due east of the Ford Calumet Environmental Center, scheduled to open in spring 2019. The elements of the Treetop Adventure should build on Big Marsh’s designation as an eco-recreation park and reflect the opportunities that Big Marsh) provides as a well-known bird watching site and a significant feeding, resting and nesting habitat for both migratory and year-round bird species. The proposed location of the Treetop Adventure Park includes the footprint of the Bike Park and adjacent park land, marsh and tree canopy. It should be noted that because of past land use, existing trees may have extremely shallow, and thus unstable, root structure.

CPD envisions the elements of the Treetop Adventure to include zip lines, platforms, aerial walkways, swings, bridges, boardwalks and other types of immersive elements that will challenge and inspire park visitors. The overall design should engage the visitor, regardless of audience type, in an immersive experience that allows for opportunities to connect with the unique qualities of Big Marsh and its unique perspective and history.

DESCRIPTION OF BIG MARSH PARK

Big Marsh Park, located at 111th & Stony Island Avenue, is a 278-acre property on the southeast side of Chicago in the area commonly known as the Calumet Area Reserve. Once an active industrial property, the site was acquired by the Park District in 2011 and opened as a new public park in 2016.

The vision of Big Marsh is to encourage a new type of recreation in Chicago that marries habitat restoration with public use—eco-recreation. Roughly ½ of the site is earmarked for eco-recreation opportunities including hiking, adventure courses, and off-road biking. The eco-recreation elements are located primarily on existing slag fields where plants have a hard time growing and good habitat creation is unlikely. Other remaining acreage is reserved for more passive recreation including bird-watching and nature walking. All acreage is being developed to protect or further enhance the overall natural habitat of the park property including sensitivity to flora, fauna, and wetlands.

Construction will begin in the spring of 2018 on the Ford Calumet Environmental Center, a multi-use building adjacent to the main parking lot at Big Marsh Park. The building is designed as both a hub for visitors and staff of the park and other nearby CPD natural areas. The public facing space includes a reception desk, classrooms, vending machines, bathroom facilities and a flexible exhibit space that can double as an event and meeting space. The much-anticipated Center is scheduled to open to the public in the spring of 2019.

The space allocated for eco-recreation activities is primarily slag, a material extremely cost prohibitive to remove or remediate. The CPD has chosen to reclaim as much of the site as possible through various techniques, however, after testing for contaminants, the area designated for eco-recreation activities was capped by clay. After capping, a layer of top soil was added and planted with native species. Given the underlying morphology of the site as marshland and the impenetrable nature of clay, the site experiences drainage issues.

In the process of re-claiming the site slated for eco-recreation, unwanted and invasive underbrush and trees were removed. However, there are many large trees left on the site, including cottonwood, maple and elm. It should be noted that the underlying slag has the potential to severely limit tree root growth, resulting in shallow and stunted roots possibly insufficient to sustain or support large trees over time. In addition, when the clay cap was applied, many of the bases of the larger trees were covered, which will eventually weaken and kill these trees.

Beyond the immediate footprint of the Bike Park, the landscape opens up to sweeping views of the extensive marsh and dramatic reminders of the past land use history include the iconic smoke stacks of the now defunct acme coke plant. The site has long been known to birders as a forgotten space where one could potentially see rare and migratory species that could not be found anywhere else in the region. Depending on the season, raptors, water fowl, song birds and many other types of birds exist in close proximity to each other, all within Chicago city limits. Because of the Park Districts efforts to remediate and reclaim the surrounding marsh, both the number of birds and the variety of species recorded has increased.

Since the park opened in 2016 the primary visitors are those interested in birding, biking or hiking. Secondary park users are those participating in a CPD programs or events including school-based field trips, park district summer camp visitors, and volunteer or community stewardship events. The Bike Park holds periodic bike events and classes. There is a strong desire to ensure that the park meets the needs of the local communities it serves.

Currently, the area designated for eco-recreation activities has no electrical, sewage or water connectivity.

GOALS AND OBJECTIVES

1. To enter into a public-private partnership with an experienced treetop, aerial or high ropes park industry firm to design, construct and/or operate a multi-use, multi-audience experience that supports CPD's designation of Big Marsh as a site for eco-recreation activities.
2. To generate revenue for the CPD through various concession operations or visitor services that may include ticket sales, facilitated experiences, rentals and/or services related to the Treetop Adventure experience.
3. To bring a world class, eco-recreation operation to the southeast side of Chicago that supports revitalization in the Calumet region and addresses the pillars of eco-tourism: economic opportunity, environmental sustainability and social justice.

CONCESSION PERMIT AGREEMENT TERM

The CPA will be effective from the execution date of the CPA and will continue in effect for a period of ten (10) years subject to the terms and conditions of the CPA. The CPD may extend the CPA for five (5) additional one (1) year extension option.

PRE-EXISTING AGREEMENTS

During or prior to the CPA term, the CPD may enter into sponsorship agreements with other parties for the exclusive use of displays, products or services (e.g. soft drinks). The Concessionaire shall, where applicable, use the sponsored products or services (and, if required by a sponsor, purchase such products or services from the sponsor or its designated distributor) or comply with any other sponsorship requirement exclusively in connection with its business at Big Marsh Park, and shall not use or display products which conflict with sponsor's products without the express written permission from the CPD. The CPD reserves the right to designate areas within the Concessionaire's area for the placement of sponsorship logos including, without limitation, Concessionaire's employees' uniforms and Concessionaire's signage. Violation of this provision by Concessionaire shall entitle the CPD to confiscate Concessionaire's performance deposit and/or shut down temporarily or permanently Concessionaire without terminating the CPA or entitling Concessionaire to an abatement of fees from the CPD. The Concessionaire shall not be liable for fee abatement during any shut down pursuant to this section. The Concessionaire may also be liable to the CPD for lost sponsorship revenue due to Concessionaire's breach of these provisions.

EXPERIENCE

The Concessionaire must have professional expertise, experience and qualifications in the following areas:

ADVENTURE COURSE CONCESSIONS OPERATIONS AND MANAGEMENT

1. Management of a high-quality concession (adventure course and food and beverage, if applicable) operation.
2. Ability to maintain a concession operation.
3. Maximization of revenue and customer volume.
4. Highly-efficient and cost-effective operations.
5. Optimizing use of the space.
6. Marketing and customer engagement.

The professional expertise, experience and qualifications can be established by a single firm or a by a team (e.g. LLC, joint venture, other legal entity).

DESIGN

1. In-house or team

CONSTRUCTION

1. Construction administration services or team

The professional expertise, experience and qualifications can be established by a single firm or by a team (e.g. LLC, joint venture, other legal entity). Also, a core competency of the single firm or lead team member must include experience in the management of dining facilities, because it will manage and operate the restaurant.

CONCESSION SEASON AND HOURS OF OPERATION

The Concessionaire's hours of operation will be during park hours, 6:00 a.m. – 11:00 p.m., with the Concessionaire deciding when to operate during this time period. Operating hours are to be determined in advance and posted publicly at the facility. Lastly, operating outside of this time period may be possible on a case-by-case basis only with approval of the CPD.

RESPONSIBILITIES

CONCESSIONAIRE

1. Concession operations
 - a. Site and facility improvements
 - i. Design and renovation of Concessionaire areas that incorporates the goals mentioned in the invitation. You will be asked to include data in File _____ and File _____ (if applicable).
 - ii. Concessionaire shall review plans as necessary with the City of Chicago Building Department and any other relevant permitting agencies and/or departments.
 - iii. Concessionaire is responsible for providing switchgear, running electrical service from switchgear to the restaurant site and coordinated electrical service to the new switchgear.
 - iv. Concessionaire is responsible for telecommunications.
 - v. Concessionaire is responsible for storm sewer, if needed.
 - b. To cook dispense, handle, prepare, present, purchase, receive, sell, serve, store, and transport all food and beverages (alcoholic, if applicable, and non-alcoholic).
 - c. To dispense, handle, present, purchase, receive, sell, rent, store and transport all merchandise, rental and service related items.
 - d. Producing and catering special events.
 - e. Making restrooms available to the general public during park hours.

- f. Maintenance within the Concessionaire's responsibility boundary – cleaning, repairing, maintaining and replacing all items including, but not limited to:
 - i. Doors and gates (exterior and interior) including overhead, rolling doors, etc.
 - ii. Exterior walls of the restaurant, including any attachments (e.g. awnings, canopies and lighting), doors, finished and windows).
 - iii. Fencing
 - iv. Elevators (if applicable)
 - v. Floors
 - vi. FF&E
 - vii. Concession outlets
 - viii. Existing picnic tables
 - ix. Electrical systems exclusive to Concessionaire's area of responsibility
 - x. Exterior walls, finishes and attached elements (e.g. awnings, canopies, lighting, etc.)
 - xi. Stairs, railings and stairwells
 - xii. Fire and life safety systems and security systems (e.g. cameras, alarms, motion detectors, etc.)
 - xiii. Interior walls, partitions and finishes
 - xiv. Counters, cabinets, storage and display cases, shelving, etc.
 - xv. Flagpoles
 - xvi. Lighting
 - xvii. Replacing all light bulbs
 - xviii. Mechanical systems (including exhaust systems and HVAC) exclusive to Concessionaire's area of responsibility, including:
 - a. Regular cleaning of exhaust hood(s).
 - xix. Plumbing infrastructure and fixtures (including winterization and season activation/shutoff) exclusive to Concessionaire's area of responsibility, including:
 - a. Regular cleaning of grease trap(s).
 - xx. Roof and/or roof deck and any supporting infrastructure and attached elements if beyond the extent of the existing roof structure
 - xxi. Telecommunications
 - xxii. Utilities exclusive to Concessionaire's area of responsibility
 - xxiii. Windows and glass (exterior and interior)
 - xxiv. Other interior elements and infrastructure

The CPD may perform any or all tasks (e, i-xxi) it deems appropriate at the expense of the Concessionaire.

- g. Custodial Services including, but not limited to:
 - i. Keeping all Concessionaire controlled areas (interior and exterior) in a clean, safe and attractive condition at all times.
 - ii. Cleaning all Concessionaire controlled areas (interior and exterior)
 - a. Including power washing
 - iii. Cleaning of Concessionaire controlled washrooms and handwashing stations.
 - iv. Clean-up during and after special events, including clean up involved with catering
 - v. Cleaning all Concessionaire signage
 - vi. Collection and removal of debris, dirt, garbage, litter, trash and waste.
 - a. Providing all bins, cans, compactors, containers, dumpsters and receptacles.
 - b. Proper collection, disposal, recycling and storage.
 - i. A MDP management firm will contribute to waste hauling fees for the portion of removal related to the general park.
 - vii. Pest control
 - viii. Removing any graffiti in Concessionaire controlled areas within 24 hours using industry standard methods
 - ix. Snow removal and de-icing if operating in such conditions.
 - x. Supplying and replenishing all Concessionaire controlled washrooms 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.)
- h. Landscaping including, but not limited to:
 - i. Purchase, maintenance, proper disposal and replacement within Concessionaire controlled areas.
 - ii. All landscaping within Concessionaire controlled areas should be maintained in healthy condition and free of weeds.
 - iii. Change to existing landscape features must be approved by the Department of Cultural and Natural Resources.
- i. FF&E including, but not limited to:

- i. Purchase, storage, maintenance repair and replacement
 - ii. All FF&E purchased by the Concessionaire will remain the property of the Concessionaire
 - iii. Includes, but is not limited to, all FF&E used for:
 - a. Cooking, dispensing, holding, preparing, presenting, receiving, selling, serving, storing and transporting all food and beverages (alcoholic, if applicable, and non-alcoholic)
 - b. Washing equipment
 - c. All inventory
 - d. Point of sale equipment
 - e. Security and surveillance
 - f. Computer and other office equipment
 - g. Cabinets, chairs (dining and office), display cases, shelving, filing cabinets, host/hostess stands and table (dining and office)
 - h. Dishware, glassware, service ware and utensils
 - j. Utilities – installation, maintenance, monthly service fees, adding additional power capacity and any other fees associated with all utilities exclusive to Concessionaire’s area of responsibility, including, but not limited to:
 - i. Cable television
 - ii. Electricity
 - iii. Fire and life safety systems and security systems (including cameras, alarms, motion detectors, etc.)
 - iv. Gas (as is available)
 - v. Internet
 - vi. Sewer (including drains and grease traps)
 - vii. Telecommunications
 - viii. Water
 - ix. Wi-Fi
 - k. Advertising, marketing and public relations initiatives, costs and commissions including, but not limited to:
 - i. Mass media
 - ii. Social media
 - iii. Digital
 - iv. The CPD must approve all advertising and marketing initiatives
 - l. To provide music as desired, and payment of all royalties
 - m. Parking and valet service (if applicable)
 - n. Implementing security measures (e.g. personnel, alarms, metal detectors, staffing plan, etc.) as directed by the CPD
 - o. Installation, purchase, maintenance, repair, replacement and storage of:
 - i. Signage (e.g. attached to exterior walls, not attached to exterior walls, directional signage in the Concessionaire’s area, etc.)
 - ii. Menu boards
 - iii. Exterior decorations, displays and other accessories (e.g. holiday displays, strings of exterior lighting, etc.)
 - iv. The CPD must approve all signage, exterior way finding signage, menu boards and exterior decorations, displays and other accessories.
 - p. Personnel (e.g. employees, independent contractors, staff, subcontractors, etc.)
 - i. Salaries
 - ii. Costs of performing background checks
 - iii. Uniforms, name badges and photo IDs
 - iv. Relocation expenses
 - v. Severance
 - vi. Parking
2. Administrative services related to the concession operation
- a. Audits and Records
 - i. Audits: On an annual basis, prepare and provide to the CPD 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 CPD no later than April 1st 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 CPD's internal auditor all books, records, procedure manuals, etc. when requested.
- ii. Records: The Concessionaire, its vendors, subcontractors, and affiliates shall keep records relating to their operation of the concession facility. Also, automate all records and reporting systems. All records will be made available to the CPD upon request.
- b. Accounting
 - i. Maintain full, accurate, and complete financial and accounting books, records, and reports regarding the design, construction, build-out, and operation of the concession facilities. In the maintenance of such records, use accounting and record systems in accordance with GAAP.
 - ii. It is the CPD's preference that the Concessionaire use the same method of accounting and financial calendar (Jan. 1 – Dec. 31) that the CPD utilizes.
 - iii. All financial and accounting books, records and reports will be made available to the CPD upon request. Access to live data is preferred.
 - c. Reporting
 - i. Keep current and accurate reports regarding the design, construction and build-out of the expanded concession facility.
 - ii. Keep current and accurate reports regarding the concession operation, including customer data and sales reports.
 - iii. It is CPD's preference that a point of sale system is used that allows immediate viewing and real time reporting of transactions.
 - iv. All reports will be made available to the CPD upon request.
 - d. Personnel
 - i. Select, hire, train, furnish, deploy, discipline, discharge and supervise all employees, agents, subcontractors and independent contractors deemed necessary or advisable by the Concessionaire in order for the Concessionaire to perform the services. Also, the Concessionaire 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 Concessionaire's services. Further, all personnel provided by the Concessionaire will be deemed to be employees of the Concessionaire and will not for any purpose be considered employees of the CPD.
 - ii. 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.
 - iii. 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, similar to those conducted by the CPD on its employees.
 - iv. All personnel records, reports, and background checks will be made available to the CPD upon request.
 - e. Fees – payment to the CPD for any and all fees and any increases.
 - f. Compliance with all federal, state and local laws, ordinances, statutes, rules and regulations.
 - g. Taxes – all federal, state and local.
 - h. CPD Fees – paying to the CPD the following fees and any increases, including, but not limited to:

i. Annual Business License Fee	\$150.00
ii. Performance Deposit Fee	10% of first full year base fee
iii. Annual Food Sanitation Inspection Fee	\$200.00
 - i. All federal, state and local charges, fees, excises and penalties that may be assessed or required.
 - j. All professional fees.
 - k. Depreciation of vehicles and equipment.
 - l. Any suit, action or proceeding filed or instituted against the CPD by the Concessionaire.
 - m. Costs incurred due to willful misconduct or gross negligence of the Concessionaire or its agents, employees or subcontractors.
 - n. Any of the Concessionaire's contractual costs or contractual liability when the Concessionaire is not in default of any applicable contract and is the subject of such claim, suit or proceeding due to its capacity as

Concessionaire under the CPA resulting from the application.

CPD

1. Maintenance and repair of the area:
 - a. Landscape outside the Concessionaire's area of responsibility.
2. Snow removal and de-icing of CPD property outside the Concessionaire's area of responsibility.

CONCESSIONAIRE'S RESOPNSIBILITIES BOUNDARY

The Concessionaire will provide the services mentioned in the "Responsibilities" section above within the responsibilities boundary depicted in Exhibit X. Additionally, concession operations outside the designated boundary may be possible but only upon the written approval of the CPD.

EXHIBITS LIST

Exhibit X	Site Plan
Exhibit X	Topographic Survey
Exhibit X	Existing Layout of Big Marsh Park
Exhibit X	Location Map
Exhibit X	Existing Conditions Photos of Big Marsh Park
Exhibit X	Waste Stream Data
Exhibit X	MBE/WBE Compliance Conditions

END OF SECTION 2

SECTION 3

**SELECT CONCESSION PERMIT AGREEMENT
PROVISIONS**

The select provisions below will be incorporated into the CPA and are not inclusive of all terms that will be included in the CPA. They are meant to inform applicants in the preparation of their applications.

GENERAL CONDITIONS

The CPD's General Conditions for Construction will apply to the agreement. The General Conditions can be found at www.chicagoparkdistrict.com/doing-business/purchasing/process-and-forms.

TERMINATION

Termination for Convenience: The CPD reserves the right to terminate the CPA for convenience, without showing cause, at any time upon giving 90 days written notice to the Concessionaire. The CPD will only pay for the goods delivered and accepted and/or services performed prior to the date of such termination. The Concessionaire will not be paid or reimbursed for any anticipatory profits or for other amounts that have not been earned up to the date of such termination. Further, if the CPD exercises its termination for convenience rights, the CPD will payback unamortized amounts for capital expenditures and comply with GAAP definition of capital expenditures, not including soft costs (e.g. architect/engineer fees, permits, sales commissions, salaries, taxes, utilities and other operating expenses). All capital assets or equipment must be supported by documentation such as bid documentation, and invoices paid by the Concessionaire.

Termination for Cause: Failure on the part of the Concessionaire to fulfill contractual obligations shall be considered just cause for termination of the CPA, and the CPD shall have against the Concessionaire all remedies provided by law and equity. The CPD shall have the option of paying for services performed and/or goods delivered and accepted by the CPD that are in compliance with the requirements of the contract documents prior to the date of termination, or the CPD may return the unused or unconsumed goods to the Concessionaire without obligation for payment thereof or for any shipping costs associated therewith.

SUCCESSORS AND ASSIGNS

The CPA will bind and inure to the benefit of the Concessionaire, the CPD and their successors and assigns. The Concessionaire shall not attempt to nor shall it directly or indirectly assign, transfer or convey all or any portion of this CPA or its rights or obligations hereunder without the prior written consent of the CPD (which consent may be withheld in the CPD's sole discretion). In furtherance of and without limiting the foregoing, the Concessionaire shall not attempt to nor shall it directly or indirectly delegate or subcontract all or any portion of its responsibilities or obligation hereunder without the prior written consent of the CPD (which consent may be withheld in the CPD's sole discretion). Any of the following events shall also be deemed an assignment of the CPA for purposes of this paragraph: (i) the sale or transfer of a majority of the stock of or ownership interest in the Concessionaire to one or more third parties through a single or series of transactions; (ii) the merger, consolidation or reorganization of the Concessionaire with or into any third party; or (iii) any other transaction(s) that result in a "change in control" of Concessionaire. The CPD shall not be required to recognize or give effect to any assignment, transfer, conveyance, subcontracting or delegation that is or was made in violation of this paragraph.

GENERAL COMPLIANCE WITH LAWS

The Concessionaire and each of its respective subcontractors will comply in all material respects with all federal, state, and local laws, statutes, ordinances, codes, executive orders, regulations and permits applicable to or affecting any work or services performed under the CPA, in effect now or later, and whether or not they appear in the CPA, including those specifically referenced herein or in any of the CPA documents.

The Concessionaire must pay all federal, state and local taxes and obtain all permits, licenses, certificates and other authorizations required in connection with the performance of its obligations in the CPA, and the Concessionaire must require all subcontractors to do the same. Failure to do so is an event of default and may result in termination of the CPA.

COMPLIANCE WITH ENVIRONMENTAL LAWS

The Concessionaire will take all actions reasonably necessary to ensure that the Concessionaire and its subcontractors comply with environmental laws as are applicable to the Concessionaire in the performance of its obligations under the CPA, including the Illinois Environmental Protection Act.

COMPLIANCE WITH FOOD AND SAFETY LAWS

The Concessionaire will take all actions reasonably necessary to ensure that all food, beverages, alcohol and other concessions are stored, prepared, handled and sold in compliance with all federal, state and local food and safety and any other applicable laws.

COMPLIANCE WITH LIQUOR LAWS AND REGULATIONS

This location is governed by Chicago Municipal Code 4-60-073 regarding Lakefront Liquor Venues. There are currently 26 pre-determined locations along Chicago's lakefront parks where liquor may be served, and the concession site in this NOA is currently on the list of eligible sites. The Concessionaire will be able to apply for a liquor license through the usual State of Illinois and City of Chicago processes. The Concessionaire must comply with all local, state and federal laws, rules and regulations for the handling, service and sale of liquor.

INSPECTOR GENERAL

Pursuant to Chapter II, Section D of the Code of the Chicago Park District, it is the duty of the applicant, Concessionaire, and all subcontractors of the Concessionaire, and all officers, directors, agents, partners and employees of any applicant, the Concessionaire, and subcontractors of the Concessionaire to cooperate fully and expeditiously with the Inspector General of the Chicago Park District in any investigation or review.

MINORITY AND WOMAN OWNED BUSINESS ENTERPRISE PARTICIPATION

Regarding the build-out of the concession facility, the applicant shall commit to the fullest extent reasonably possible to expend at least 25% of the dollar value of the build-out with one or more Minority Owned Business Enterprises ("MBE") and at least 5% of the dollar value of the build-out with one or more Women Business Owned Enterprises ("WBE"). If the Concessionaire would like assistance identifying MBEs and WBEs, the CPD will provide that assistance.

Regarding the concession operation, the applicant shall commit to using their best efforts to expend at least 25% of the dollar value of the CPA, measured by either revenue generated or operating expenses, with one or more MBE and at least 5% of the dollar value of the CPA with one or more WBE.

During the term of the CPA, the Concessionaire must comply with the Park District's Compliance Conditions, that are attached to this application, which shall be incorporated into the Concession Permit Agreement. Further, if applicable, the Concessionaire shall: (i) complete and submit MBE/WBE Utilization Reports, either quarterly or as requested by the CPD; and (ii) once compliance plans have been determined, complete and submit a Schedule A (Statement of Prime Submitter Regarding MBE/WBE Utilization Plan), Schedule Bs (Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant), and supply all relevant current certification letters unless the goals have been reduced or waived by the CPD.

ANTI-DISCRIMINATION

The Concessionaire will not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status or sexual orientation with respect to employment practices, in providing access to the concession facility and any concession operation, providing services under the CPA, soliciting for or purchase of goods and services or subcontracting of work in the performance of the CPA.

PREVAILING WAGE

The Concessionaire and each subcontractor shall comply with all applicable prevailing wage requirements. The Concessionaire shall comply with 820ILCS 130/0.01 et seq., as it may be amended (the "Act"), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rates as ascertained by the Illinois Department of Labor. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts.

The Illinois Department of Labor makes available each month's prevailing wage rate schedule at its home page. Also, if the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts. The monthly prevailing wage rate schedules and any revised prevailing wage rates are available at the Illinois Department of Labor's web site <http://www.state.il.us/agency/idol/>.

MINIMUM WAGE

Pursuant to the Resolution adopted by the Board at the February 11, 2015 Board Meeting, the Concessionaire will comply with Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CPD Concessionaires and their subcontractors performing work on CPD contracts and CPAs. Further, the minimum wage to be paid pursuant to this Order is \$13.00 per hour. The minimum wage must be paid to: (a) all employees regularly performing work on

CPD property or at a CPD jobsite; and (b) all employees whose regular work entails performing a service for the CPD under a CPD contract. The minimum wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the CPD under this contract, and is included in the contract price as overhead, unless the employee's regularly assigned work location is on CPD property or at a CPD jobsite. Additionally, employees performing work who are engaged in occupations in which gratuities have customarily and usually constituted part of the remuneration, shall be paid no less than the minimum hourly wage set by MINIMUM WAGE LAW for workers who receive gratuities, plus an additional one dollar per hour. It is also not required to be paid by employers that are 501(c)(3) not-for-profits. Additionally, the minimum wage is not required to be paid to employees subject to a collective bargaining agreement that provide for different wages than those required by the Order, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of that Order.

WAIVER

To the fullest extent permitted by applicable law, the Concessionaire will waive any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, including any claim by an employee of the Concessionaire that may be subject to the Workers Compensation Act, 920 ILCS 305/1 et. seq. or any other related law or judicial decision (*Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The CPD does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

END OF SECTION 3

SECTION 4 APPLICATION

NOTICE OF AVAILABILITY APPLICATION PACKAGE FOR A CONCESSION OPPORTUNITY AT BIG MARSH PARK: TREETOP ADVENTURE COURSE BUILD-OUT AND OPERATION

INSTRUCTIONS: Please read "Examination of the Application" paragraph in Section 1. It is expected that each applicant will have read this entire document with care, and failure to do so will be at the applicant's own risk. Complete all sections and provide all documents requested in the application. Incomplete applications and/or applications without the required documentation may be removed from consideration and not reviewed.

APPLICANT INFORMATION

CONTACT NAME

APPLICANT NAME		
STREET ADDRESS		APT/UNIT/SUITE
CITY	STATE	ZIP CODE
E-MAIL ADDRESS		
DAYTIME PHONE	FAX	CELL PHONE

OWNERSHIP

Complete and submit with this application the CPD's Economic Disclosure Statement and Affidavit that is available at the following link: http://www.chicagoparkdistrict.com/assets/1/23/Economic_Disclosure_Statement_and_Affidavit_3-24-14.pdf.

DESCRIPTION OF APPLICANT

Provide a detailed description of the applicant: (1) a list of all the team members and their roles including the concession facility operation and any other relevant areas; (2) how many years each team member has been in business; (3) an organization chart for the team; and (4) any other relevant information that describes your team. (Attach separate sheets if necessary.)

EXPERIENCE

Provide a summary of your experience in providing services of a scope comparable and magnitude to those described in Section 2 (attach additional sheets if necessary).

Project Title and Location: _____

Dates of the Work: _____

Description of the Services Provided:

Contact for the Project: _____

Project Title and Location: _____

Dates of the Work: _____

Description of the Services Provided:

Contact for the Project: _____

Project Title and Location: _____

Dates of the Work: _____

Description of the Services Provided:

Contact for the Project: _____

PROJECT DESCRIPTION

Provide a detailed description of your proposed concession operations, including:

1. Design/Build-Out
 - a. A written scope, plans, elevations and concept renderings of the applicant's proposed design/build-out of the adventure course and any proposed improvement or renovations to park;
 - b. Include high/low ropes course styled elements in adventure course design, specifically in areas of the park designated for eco-recreation.
 - c. Include a bridge linking the southeast and northeast sections of the park.
 - d. Cost estimates for all capital improvements – break out and detail costs for design and construction
 - e. Schedule for design and build-out that will include the opening date for the concession course.

2. Tree Top Adventure Course Operation
 - a. A written narrative of the concession concept for the adventure course at Big Marsh Park, with examples of course offerings and proposed pricing for all concession offerings;
 - b. Proposed season open and close dates, if applicable;
 - c. Proposed hours and days of the week of operation for the concession;
 - d. An indication of whether the concession operation includes hosting special events at the concession facility and if so what types of special events;
 - e. An indication of whether your concession operation includes music, live or recorded, and if so when, what type and the hours it will be used;
 - f. A detailed description of the concession including: the type of activities available
 - g. Any other information that describes the proposed operations.

MINORITY AND WOMAN OWNED BUSINESS PARTICIPATION

Regarding the build-out of the concession facility, the applicant shall commit to the fullest extent reasonably possible to expend at least 25% of the dollar value of the build-out with one or more Minority Owned Business Enterprises ("MBE") and at least 5% of the dollar value of the build-out with one or more Women Business Owned Enterprises ("WBE"). If the Concessionaire would like assistance identifying MBEs and WBEs, the CPD will provide that assistance.

Regarding the concession operation, the applicant shall commit to using their best efforts to expend at least 25% of the dollar value of the CPA, measured by either revenue generated or operating expenses, with one or more MBE and at least 5% of the dollar value of the CPA with one or more WBE.

During the term of the CPA, the Concessionaire must comply with the Park District's Compliance Conditions, that are attached to this application, which shall be incorporated into the Concession Permit Agreement. Further, if applicable, the Concessionaire shall: (i) complete and submit MBE/WBE Utilization Reports, either quarterly or as requested by the CPD; and (ii) once compliance plans have been determined, complete and submit a Schedule A (Statement of Prime Submitter Regarding MBE/WBE Utilization Plan), Schedule Bs (Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant), and supply all relevant current certification letters unless the goals have been reduced or waived by the CPD.

BUSINESS TERMS – INTRODUCTION

Definitions

Base Annual Rent Fee means the annual fee paid by the Concessionaire to the CPD.

Concessions means all use of adventure course, food and beverages, and merchandise, rentals and services sold to patrons from the concession operation and from hosting and catering special events.

Gross Concession Revenue means any and all revenue generated directly from the sale of use of adventure course, food and beverages, the sale and rental of merchandise, services and hosting and catering special events, minus applicable sales tax for the concession operation.

Gross Concession Revenue Share Fee means the amount of fees paid annually by the Concessionaire to the CPD that is a percentage of Gross Concession Revenue.

Business Terms – Fees Structure

The CPD's parks are held in trust for the benefit of the public. Use of public property for a private, commercial purpose is justifiable only if there is substantial economic benefit to the public. Although the CPD has not set any specific fees for this CPA, and business terms are not the sole application review criterion (see Section 1, "Application Review Criteria"), the CPD is interested in generating maximum revenue from this CPA from the operation of the concession operation at Big Marsh Park. Accordingly, the applicant will provide the following business terms for the concession facility with its application:

1. Capital Construction.
2. Estimated Annual Operating Costs.
3. Base Annual Rent Fee.
4. Gross Concession Revenue Share Fee.
5. Any other possible revenue that can be shared with the CPD (e.g. marketing, sponsorship, media, special events).

BUSINESS TERMS – EXPENSES

Expenses

The CPD will not reimburse expenses directly or indirectly related to the operation of the concession facility at Big Marsh Park. Non-reimbursable expenses include, but are not limited, to direct and indirect costs as follows:

1. Concession operations
 - a. Site and facility improvements
 - i. Design and renovation of Concessionaire areas that incorporates the goals mentioned in the invitation. You will be asked to include data in File _____ and File _____ (if applicable).
 - ii. Concessionaire shall review plans as necessary with the City of Chicago Building Department and any other relevant permitting agencies and/or departments.
 - b. To dispense, handle, present, purchase, receive, sell, rent, store and transport all merchandise, rental and service related items.

- c. Maintenance within the Concessionaire's responsibility boundary – cleaning, repairing, maintaining and replacing all items including, but not limited to:
 - i. Doors and gates
 - ii. Fencing
 - iii. Elevators (if applicable)
 - iv. Floors
 - v. FF&E
 - vi. Concession outlets
 - vii. Existing picnic tables
 - viii. Electrical systems exclusive to Concessionaire's area of responsibility
 - ix. Exterior walls, finishes and attached elements (e.g. awnings, canopies, lighting, etc.)
 - x. Stairs, railings and stairwells
 - xi. Fire and life safety systems and security systems (e.g. cameras, alarms, motion detectors, etc.)
 - xii. Interior walls, partitions and finishes
 - xiii. Counters, cabinets, storage and display cases, shelving, etc.
 - xiv. Flagpoles
 - xv. Lighting
 - xvi. Replacing all light bulbs
 - xvii. Mechanical systems (including exhaust systems and HVAC) exclusive to Concessionaire's area of responsibility, including:
 - a. Regular cleaning of exhaust hood(s).
 - xviii. Plumbing infrastructure and fixtures (including winterization and season activation/shutoff) exclusive to Concessionaire's area of responsibility, including:
 - a. Regular cleaning of grease trap(s).
 - xix. Roof and/or roof deck and any supporting infrastructure and attached elements if beyond the extent of existing roof structure
 - xx. Telecommunications
 - xxi. Utilities exclusive to Concessionaire's area of responsibility
 - xxii. Windows and glass (exterior and interior)
 - xxiii. Other interior elements and infrastructure

The CPD may perform any or all tasks (e, i-xxi) it deems appropriate at the expense of the Concessionaire.

- d. Custodial Services
 - i. Keeping all Concessionaire controlled areas (interior and exterior) in a clean, safe and attractive condition at all times.
 - ii. Cleaning all Concessionaire controlled areas (interior and exterior)
 - a. Including power washing
 - iii. Cleaning of Concessionaire controlled washrooms and handwashing stations.
 - iv. Clean-up during and after special events, including clean up involved with catering
 - v. Cleaning all Concessionaire signage
 - vi. Collection and removal of debris, dirt, garbage, litter, trash and waste.
 - i. Providing all bins, cans, compactors, containers, dumpsters and receptacles and proper collection, disposal, recycling and storage.
 - vii. Pest control
 - viii. Removing any graffiti in Concessionaire controlled areas within 24 hours using industry standard methods
 - ix. Snow removal and de-icing if operating in such conditions.
 - x. Supplying and replenishing all Concessionaire controlled washrooms 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.)
- e. Landscaping including, but not limited to:
 - i. Purchase, maintenance, proper disposal and replacement within Concessionaire controlled areas.
 - ii. All landscaping within Concessionaire controlled areas should be maintained in healthy condition and free of weeds.
 - iii. Change to existing landscape features must be approved by the Department of Cultural and Natural Resources.
- f. FF&E:
 - i. Purchase, storage, maintenance repair and replacement
 - ii. All FF&E purchased by the Concessionaire will remain the property of the Concessionaire
 - iii. Includes, but is not limited to, all FF&E used for:
 - a. Cooking, dispensing, holding, preparing, presenting, receiving, selling, serving, storing and

- transporting all food and beverages (alcoholic, if applicable, and non-alcoholic)
 - b. Washing equipment
 - c. All inventory
 - d. Point of sale equipment
 - e. Security and surveillance
 - f. Computer and other office equipment
 - g. Cabinets, chairs (dining and office), display cases, shelving, filing cabinets, host/hostess stands and table (dining and office)
 - h. Dishware, glassware, service ware and utensils
 - g. All costs, fees and charges (e.g. installation, maintenance, monthly services fees, adding additional power capacity, etc.) associated with all utilities exclusive to Concessionaire's area of responsibility, including, but not limited to:
 - i. Cable television
 - ii. Electricity
 - iii. Fire and life safety systems and security systems (including cameras, alarms, motion detectors, etc.)
 - iv. Gas (as is available)
 - v. Internet
 - vi. Sewer (including drains and grease traps)
 - vii. Telecommunications
 - viii. Water
 - ix. Wi-Fi
 - h. Advertising, marketing and public relations initiatives, costs and commissions
 - i. Mass media
 - ii. Social media
 - iii. Digital
 - iv. The CPD must approve all advertising and marketing initiatives
 - i. To provide music as desired, and payment of all royalties
 - j. Parking and valet service (if applicable)
 - k. Implementing security measures (e.g. personnel, alarms, metal detectors, staffing plan, etc.) as directed by the CPD
 - l. Installation, purchase, maintenance, repair, replacement and storage of:
 - i. Signage (e.g. attached to exterior walls, not attached to exterior walls, directional signage in the Concessionaire's area, etc.)
 - ii. Menu boards
 - iii. Exterior decorations, displays and other accessories (e.g. holiday displays, strings of exterior lighting, etc.)
 - iv. The CPD must approve all signage, exterior way finding signage, menu boards and exterior decorations, displays and other accessories.
 - m. Personnel (e.g. employees, independent contractors, staff, subcontractors, etc.)
 - i. Salaries
 - ii. Costs of performing background checks
 - iii. Uniforms, name badges and photo IDs
 - iv. Relocation expenses
 - v. Severance
 - vi. Parking
2. Administrative services related to the concession operation
- a. Audits and Records
 - i. Audits: On an annual basis, prepare and provide to the CPD 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 CPD no later than April 1st 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 CPD's internal auditor all books, records, procedure manuals, etc. when requested.
 - ii. Records: The Concessionaire, its vendors, subcontractors, and affiliates shall keep records relating to their operation of the concession facility. Also, automate all records and reporting systems. All records

will be made available to the CPD upon request.

- b. Accounting
 - i. Maintain full, accurate, and complete financial and accounting books, records, and reports regarding the design, construction, build-out, and operation of the concession facilities. In the maintenance of such records, use accounting and record systems in accordance with GAAP.
 - ii. It is the CPD's preference that the Concessionaire use the same method of accounting and financial calendar (Jan. 1 – Dec. 31) that the CPD utilizes.
 - iii. All financial and accounting books, records and reports will be made available to the CPD upon request. Access to live data is preferred.
- c. Reporting
 - i. Keep current and accurate reports regarding the design, construction and build-out of the expanded concession facility.
 - ii. Keep current and accurate reports regarding the concession operation, including customer data and sales reports.
 - iii. It is CPD's preference that a point of sale system is used that allows immediate viewing and real time reporting of transactions.
 - iv. All reports will be made available to the CPD upon request.
- d. Personnel
 - i. Select, hire, train, furnish, deploy, discipline, discharge and supervise all employees, agents, subcontractors and independent contractors deemed necessary or advisable by the Concessionaire in order for the Concessionaire to perform the services. Also, the Concessionaire 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 Concessionaire's services. Further, all personnel provided by the Concessionaire will be deemed to be employees of the Concessionaire and will not for any purpose be considered employees of the CPD.
 - ii. 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.
 - iii. 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, similar to those conducted by the CPD on its employees.
 - iv. All personnel records, reports, and background checks will be made available to the CPD upon request.
- e. Fees – payment to the CPD for any and all fees and any increases.
- f. Costs of compliance with all federal, state and local laws, ordinances, statutes, rules and regulations.
- g. Taxes – all federal, state and local.
- h. CPD Fees – paying to the CPD the following fees and any increases including, but not limited to:
 - i. Annual Business License Fee \$150.00
 - ii. Performance Deposit Fee 10% of first full year base fee
- i. All federal, state and local charges, fees, excises and penalties that may be assessed or required.
- j. All professional fees.
- k. Depreciation of vehicles and equipment.
- l. Any suit, action or proceeding filed or instituted against the CPD by the Concessionaire.
- m. Costs incurred due to willful misconduct or gross negligence of the Concessionaire or its agents, employees or subcontractors.
- n. Any of the Concessionaire's contractual costs or contractual liability when the Concessionaire is not in default of any applicable contract and is the subject of such claim, suit or proceeding due to its capacity as Concessionaire under the CPA resulting from the application.

BUSINESS TERMS – RENOVATIONS TO PARK SITE

The CPD will NOT make a capital contribution for the design and build-out of the adventure course. Instead, the Concessionaire will finance the entire capital improvements amount to complete the work. Itemize below the estimated capital improvements amount and the capital costs for each area of work.

All permanent improvements to the park become the property of the CPD. Additionally, all FF&E for the adventure course are to be provided by the Concessionaire and remain the property of the Concessionaire.

Description	Amount
Architectural Walls and Finishes	
Communications	
Electrical	
Gas	
Mechanical Systems	
Plumbing	
Utility Services	
Site Improvements	
TOTAL	

FF&E	
------	--

BUSINESS TERMS – ESTIMATED ANNUAL CONCESSION OPERATING COSTS

By submitting your proposed terms, the applicant understands that they have accounted for the estimated construction timeline in their estimated annual concession operating costs, base annual rent fee and gross concession revenue share fee.

Year	Gross Revenues (A)	Cost of Goods Sold (B)	Gross Income (C = A - B)	Other Operating Expenses (D)	Net Income (E = C - D)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

BUSINESS TERMS – BASE ANNUAL RENT FEE

By submitting your proposed terms, the applicant understands that they have accounted for the estimated construction timeline in their estimated annual concession operating costs, base annual rent fee and gross concession revenue share fee.

During each calendar year, the Concessionaire shall pay the CPD a base annual use fee, paid in two (2) equal installments on June 30 and November 30 of each year. Indicate the base annual rent fee in the table below.

Year	Amount
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

The Base Annual Rent Fee for the extension periods, if exercised by the CPD, will be subject to negotiations.

BUSINESS TERMS – GROSS CONCESSION REVENUE SHARE FEE

By submitting your proposed terms, the applicant understands that they have accounted for the estimated construction timeline in their estimated annual concession operating costs, base annual rent fee and gross concession revenue share fee.

Below, the applicant shall indicate two methods of sharing gross concession revenue: (i) with breakpoints and corresponding percentage to the CPD; and (ii) flat percentage without breakpoints. The CPD has not decided which method it will accept, and its determination will be based upon review and evaluation of the information provided.

Year One

1 st Breakpoint	\$0.01 to \$ _____	Percentage to CPD _____%
2 nd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
3 rd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
4 th Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%

OR

No Breakpoints	Share GCR from \$0.01	Percentage to CPD _____%
----------------	-----------------------	--------------------------

Year Two

1 st Breakpoint	\$0.01 to \$ _____	Percentage to CPD _____%
2 nd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
3 rd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
4 th Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%

OR

No Breakpoints	Share GCR from \$0.01	Percentage to CPD _____%
----------------	-----------------------	--------------------------

Year Three

1 st Breakpoint	\$0.01 to \$ _____	Percentage to CPD _____%
2 nd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
3 rd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
4 th Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%

OR

No Breakpoints	Share GCR from \$0.01	Percentage to CPD _____%
----------------	-----------------------	--------------------------

BUSINESS TERMS – GROSS CONCESSION REVENUE SHARE FEE

Year Four

1st Breakpoint \$0.01 to \$ _____ Percentage to CPD _____ %
2nd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
3rd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
4th Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %

OR

No Breakpoints Share GCR from \$0.01 Percentage to CPD _____ %

Year Five

1st Breakpoint \$0.01 to \$ _____ Percentage to CPD _____ %
2nd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
3rd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
4th Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %

OR

No Breakpoints Share GCR from \$0.01 Percentage to CPD _____ %

Year Six

1st Breakpoint \$0.01 to \$ _____ Percentage to CPD _____ %
2nd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
3rd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
4th Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %

OR

No Breakpoints Share GCR from \$0.01 Percentage to CPD _____ %

Year Seven

1st Breakpoint \$0.01 to \$ _____ Percentage to CPD _____ %
2nd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
3rd Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %
4th Breakpoint \$ _____ to \$ _____ Percentage to CPD _____ %

OR

No Breakpoints Share GCR from \$0.01 Percentage to CPD _____ %

BUSINESS TERMS – GROSS CONCESSION REVENUE SHARE FEE

Year Eight

1 st Breakpoint	\$0.01 to \$ _____	Percentage to CPD _____%
2 nd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
3 rd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
4 th Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%

OR

No Breakpoints	Share GCR from \$0.01	Percentage to CPD _____%
----------------	-----------------------	--------------------------

Year Nine

1 st Breakpoint	\$0.01 to \$ _____	Percentage to CPD _____%
2 nd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
3 rd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
4 th Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%

OR

No Breakpoints	Share GCR from \$0.01	Percentage to CPD _____%
----------------	-----------------------	--------------------------

Year Ten

1 st Breakpoint	\$0.01 to \$ _____	Percentage to CPD _____%
2 nd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
3 rd Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%
4 th Breakpoint	\$ _____ to \$ _____	Percentage to CPD _____%

OR

No Breakpoints	Share GCR from \$0.01	Percentage to CPD _____%
----------------	-----------------------	--------------------------

The Gross Concession Revenue Fee for the extension periods, if exercised by the CPD, will be subject to negotiations.

BUSINESS TERMS – OTHER REVENUE

If the applicant has other ideas for generating and sharing revenue with the CPD, then in the space below explain the idea(s) in depth and provide a detailed explanation of how the revenue would be shared (attach additional sheets if necessary).

Revenue Ideas	Proposed Revenue Share to CPD

FINANCIAL STABILITY

The applicant must submit three (3) most recent years audited financial statements or annual reports, financial reviews, or other information acceptable to the CPD.

LEGAL ACTIONS

The applicant must describe in detail all legal actions for the past five (5) years in which the applicant has been (attach additional sheets if necessary):

A debtor in bankruptcy:

A defendant in a lawsuit for deficient performance under a contract:

Judgments, claims (liquidated damages, etc.), arbitration proceedings or suits pending against it:

A party to any lawsuits or arbitration proceedings with regard to any contract:

Temporarily or permanently debarred from a contract awarded by any local, state, or federal agency:

Assessed penalties for any statutory or administrative violations, including MBE, WBE, or Equal Employment Opportunity violations?

A respondent in an administrative action for deficient performance on a project:

A defendant in any criminal action:

Has any key person in your firm (or predecessor, if applicable) ever been convicted of or charged with any state or federal crime such as embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid rigging, bid rotating, or the like?

PERFORMANCE AND PAYMENT BOND

If applicable, the Concessionaire will be required to furnish and maintain performance and payment bonds each in the amount of 100% of the total build-out costs. Further, the performance and payment bonds must be received by the CPD before a Notice-to-Proceed will be issued. The bonds must also comply with the terms mentioned in General Conditions for Construction, XVI, B, 1-6.

ACCESS PERMITS

All contractors not under direct contract with the CPD who will be performing work (construction, survey, etc.) on CPD property are required to obtain an Access Permit from the CPD Department of Planning & Construction. Application requirements can be viewed at any time by going to: http://www.chicagoparkdistrict.com/assets/1/23/Permit_Overview1.pdf.

INSURANCE

The applicant shall procure and maintain at all times during the CPA term, at the applicant's own expense, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois, satisfactory to the CPD and carry a minimum policyholder rating of not less than "A" as listed in the Best's Key Rating Guide, covering all operations under the CPA, whether performed by the Concessionaire or by any subcontractors. Upon request from the CPD, the Concessionaire will be required to submit a Certificate and Endorsement for review.

Certificates of Insurance

The Concessionaire shall furnish to the CPD, in duplicate, certificates of insurance evidencing all required insurances, signed by the insurance company or companies, certifying to the name and address of the Concessionaire so insured, the description of the work covered by such policies, and the dates of their expirations, with a further certification from said insurance companies that their policies will not be changed, cancelled, or terminated without sixty (60) days prior notice in writing to the CPD.

Additional Insured

Except for Worker's Compensation, Worker's Occupational Disease Insurance, and Professional Liability insurances the Concessionaire shall make the CPD, its respective Commissioners, Board members, officers, agents, and employees, individually and collectively, an additional insured with respect to liability arising out of the Concessionaire's work, or work insured by or for the Concessionaire. The additional insured endorsement shall be on a primary, non-contingent basis with waiver of subrogation in favor of the CPD as to all required insurances. In addition, as set forth in Section XVI, D and E of the General Conditions for Construction: (i) the Concessionaire and/or contractor expressly understands and agrees that any insurance coverage and limits furnished by the Concessionaire and/or contractor shall in no way limit the Concessionaire's and/or contractor's liabilities and responsibilities specified in the CPA, or by law; (ii) the Concessionaire and/or contractor expressly understands and agrees that any insurance maintained by the CPD shall apply in excess of and not contribute to insurance provided by the Concessionaire and/or contractor under the CPA; and (iii) the Concessionaire and/or contractor hereby waives any and every claim for recovery from the CPD for any and all injuries and losses arising under the CPA or in any way related to the work including, but not limited, to any claim for loss of or damage to the work or to the contents thereof.

DESIGN, CONSTRUCTION, AND BUILD-OUT OF THE CONCESSION FACILITY

Worker's Compensation and Employer's Liability Insurance: The Concessionaire and/or contractor shall purchase and maintain insurance protecting the contractor from all liabilities that may be imposed under the Workman's Compensation Act and the Worker's Occupational Disease Act of the State of Illinois, and, in the event that any work is sublet, the contractor shall require all subcontractors to provide similar insurance for all the latter's employees. The limit of liability under the coverage "B," the Employer's Liability Section of the standard form of Workmen's Compensation, and Employer's Liability Policy, shall not be less than **\$1,000,000.00** per person.

General Liability: The Concessionaire and/or contractor shall purchase and maintain, during the life of the CPA, such Comprehensive Public Liability insurance as shall protect it from claims for damages for bodily Injury, including accidental death, as well as claims for property damage which may arise from activities under or incidental to the CPA, whether such activities be by himself or herself or by any of its subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them. This provision shall be construed as requiring the Concessionaire and/or contractor to purchase and maintain Comprehensive General Liability Insurance and Contractual Insurance covering the "Hold Harmless" clause specified in Section XVI of the General Conditions for Construction. The policy shall not contain exclusions for explosion, collapse, or damage to underground utilities. The limits of liability for the above shall be no less than as follows: (i) Bodily injury **\$2,000,000.00** each occurrence and **\$4,000,000.00** in aggregate; (ii) Property damage **\$2,000,000.00** each occurrence and **\$4,000,000.00** in aggregate; and (iii) Products and Completed operations of **\$4,000,000.00** in aggregate.

Automobile Liability: The Concessionaire and/or contractor shall purchase and maintain, during the life of the CPA, Comprehensive Automobile Liability Insurance, which shall include all owned, non-owned, hired or rented vehicles with limits of liability **\$1,000,000.00** combined single limit.

Professional Liability: All design and construction management services shall have Professional Liability Insurance with limits of no less than **\$2,000,000.00** and for at least 3 years after completion of such services or provide an extended reporting period of endorsement of at least 3 years.

Excess Liability: The Concessionaire and/or contractor shall purchase and maintain, during the life of the CPA, Excess Liability Insurance with limits not less than **\$5,000,000** covering General Liability, Automobile Liability and Employer's Liability. The CPD is to be added as an additional insured with waiver of subrogation in favor of the CPD. This Excess Insurance shall apply as primary to and without contribution from the CPD's insurance program.

Builder's Risk: The Concessionaire and/or contractor shall provide a Builder's Risk Policy. Loss, if any, under this insurance coverage, is to be adjusted with the Concessionaire and/or contractor and made payable to the Concessionaire and/or contractor. Such insurance shall cover all items of labor and materials connected with the work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work and such scaffoldings, staging, towers, forms, and equipment as are not owned or rented by the Concessionaire and/or contractor, the cost of which is included in the cost of the work.

Exclusions:

1. Builder's Risk policy produced by the Concessionaire and/or contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the site, capital value of which is not included in the work. The Concessionaire and/or contractor shall make its own arrangements for any insurance that may be required on such equipment.
2. A copy of the plans, if any, relating to the Agreement must be endorsed. This can be done at the Department of Planning and Construction of the CPD.
3. The CPD shall be provided 30 days' notice of cancellation for material change, or 10 days' notice for non-payment of premium.

Subcontractors:

All subcontractors are required to have the same insurances as those required of general contractor and have the CPD named as additional insured on a primary, non-contingent basis with waiver of subrogation in favor of the CPD. These insurances shall apply as primary to and without contribution from the CPD's insurance program.

All aggregate amounts referenced shall be project specific and apply only to concession at MDP.

CONCESSION OPERATIONS

Worker's Compensation and Employer's Liability Insurance: Worker's Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees of the firm, including Employer's Liability coverage with limits of not less than **\$500,000** each accident or illness.

General Liability Insurance (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits not less than **\$1,000,000** combined single limit, per occurrence and in the aggregate amount of **\$2,000,000** for bodily injury, property damage, and personal injury. Coverage to be included is personal and bodily injury, products/completed operation, independent contractors, broad form property damage and contractual liability coverage. The CPD is to be named as an additional insured on a primary, non-contributory basis with a waiver of subrogation in favor of the CPD on the primary and excess policies. These insurances shall apply as primary to and without contribution from, the CPD's insurance program. The general aggregate shall apply specifically and solely to this location.

Automobile Liability: The Concessionaire shall purchase and maintain, during the life of the CPA, Comprehensive Automobile Liability Insurance, which shall include all owned, non-owned, hired or rented vehicles with limits of liability of **\$1,000,000.00** combined single limit.

Blanket Employee Dishonesty: The Concessionaire shall purchase and maintain, during the life of the CPA, Blanket Employee Dishonesty Liability Insurance with minimum limits of **\$100,000** per occurrence. This coverage shall be extended to provide coverage to funds and/or property held by the Concessionaire on behalf of the CPD.

Excess (Umbrella) Liability Insurance shall be maintained with limits not less than **\$10,000,000.00**. The insurance shall apply excess of General Liability, Automobile Liability, and Employer's Liability. The CPD is to be added as an additional insured with waiver of subrogation in favor of the CPD. This Excess (umbrella) insurance shall apply as primary to, and without contribution from, the CPD insurance program.

Employment Practices Liability Insurance shall be maintained with coverage of at least **\$1,000,000** for claims relating to the employment practices of the Concessionaire/contractor/vendor at the project pertaining to the Concessionaire's/contractor's/vendor's employees, and include a Wage and Hour coverage endorsement.

Property Insurance: When any personal property owned by the Concessionaire is located in a CPD building, it is required that property insurance be carried at 100% replacement cost value (the CPD cannot be responsible for loss of or damage to property caused by insurable hazards, including, but not limited to, fire, wind, explosion, smoke, or theft.)

(All Risk) Property Insurance coverage for the Concessionaire/contractor/vendors personal business property, business interruption, and extra expenses. Coverage shall include property on premise and in transit of equipment, including electronic data processing equipment, owned by the CPD and leased or used by the Concessionaire/contractor/vendor in connection with the operation of the CPA. When any personal property owned by the firm is located in a CPD building, it is required that property insurance be carried at 100% replacement cost value (the CPD cannot be responsible for loss of or damage to property caused by insurable hazards, including, but not limited to, fire, wind, explosion, smoke, or theft.) The policy shall include the CPD and all subcontractors as Named Insureds and shall waive subrogation against any and all Named Insureds.

Other Insurance: In certain instances, the Department of Risk Management of the CPD may determine that other insurance coverage may be required, and will so advise the Concessionaire with an addendum to the CPA outlining the specific type of insurance and limits required.

SIGNATURE

If someone other than the President of the company signs, submit a copy of the company's by-laws, a resolution, or power of attorney demonstrating that person's authority to bind the company contractually.

I, (typed or printed name of person signing below) _____, do solemnly swear (or affirm) that I have read and understood the contents of this application and to the best of my knowledge, information and belief, the facts and representations set forth in this application are true and correct and no material facts have been omitted.

Criminal Code: By signing this document, the applicant hereby certifies that they are not barred from submitting an application for this CPA as a result of engaging in or being convicted of: (a) bid-rigging in violation of Section 3; or (b) bid rotating in violation of Section 4, of the Illinois Criminal Code of 1971, as amended (720 ILCS, 5/33E-3 and 4), or any similar offenses of any state of the United States. An applicant who makes a false statement material to this certification commits a Class 3 felony.

Debts, Debarment, and Suspension: The applicant hereby certifies that they do not owe any debts to the City of Chicago or CPD. The applicant further certifies that they are neither debarred nor suspended from doing business with the CPD.

Anti-Collusion: The applicant hereby certifies the application was not made in the interest of or on behalf of any undisclosed person, partnership, company collusive or sham, and they have not been a party to any agreement or collusion among applicants or prospective applicants in restraint of freedom of competition by agreement to propose a fixed price, or otherwise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the CPD or of any applicant or anyone else interested in the proposed CPA.

Tax Delinquencies: The applicant hereby certifies that they will comply with all applicable conditions of Section 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code and Illinois Department of Revenue 65 ILCS 5/11-L/Z 1-1 (1992) concerning delinquent taxes and certifies that it is not delinquent on any such tax.

Applicant: _____
(Print or Type Name of Company/Firm)

Name and Title: _____
(Print or Type Name and Title of President or Authorized Officer/Representative)

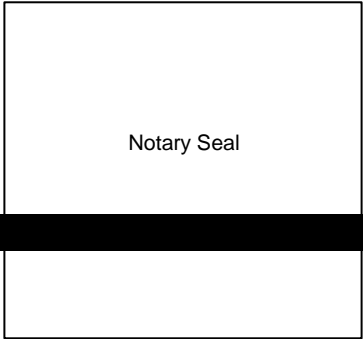
Signature: _____
(Written Signature of President or Authorized Officer/Representative)

Address: _____

City/State/Zip: _____

Telephone No.: _____

Notary: _____



APPLICATION CONTENTS

Make sure you have completed the following sections in the application:

1. Application Information/Description of Applicant
2. Economic Disclosure Statement and Affidavit
3. MBE/WBE Compliance Affidavit
4. Experience
5. Business Terms
6. Legal Actions
7. Signature Page

Also, make sure you complete and submit with your application the following documents:

8. Project Description
9. Financial Stability

Incomplete applications and/or applications without the required documentation may be removed from consideration and not reviewed.