

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL #10-18

**PROPOSAL DESCRIPTION: Food/Beverage Concession at Main Terminal
at Chicago Rockford International Airport
(RFD)**

ISSUE DATE: Monday, October 25, 2010

PROPOSAL DUE DATE: Thursday, December 02, 2010

**PRE-BID MANDATORY CONFERENCE: 10:00 am, Tuesday, November 09,
2010**

PROPOSALS MUST BE RECEIVED NO LATER THAN THE PROPOSAL DUE DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE CONTRACTORS/PROPOSERS:

You are hereby invited to submit your proposal for the item(s) to be furnished and delivered, shipped f.o.b. to the address specified herein.

All proposals must be received in **DUPLICATE** in sealed envelopes.

All proposals are subject to staff analysis and Board approval. The Greater Rockford Airport Authority (Authority) reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Bids must be delivered prior to the proposal due date and time to:

**Greater Rockford Airport Authority
60 Airport Drive
Rockford, IL 61109**

Direct any and all inquiries about this proposal to via email to rfp@flyrfd.com and please include RFP#10-17 in the subject line.

Instructions to Proposers

1.1 Proposal Preparation

Proposals must be submitted, in duplicate, on the blank Proposal Form furnished with these contract documents and shall conform to the terms and conditions set forth in the “Instructions to Proposers,” “General Terms and Conditions” and “Special Terms and Conditions” of the contract. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal.

1.2 Proposal Execution

If the Proposer is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the proposal for the corporation, shall be submitted. If the Proposer is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Deputy Director/Finance & Administration shall be submitted. If the Proposer is a sole proprietor, the owner shall execute the proposal. A “Partnership” or “Sole Proprietor” operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

1.3 Proposal Submission

The Greater Rockford Airport Authority must receive all proposals by the specified due date of the proposal. Proposals arriving after the specified time will not be accepted and will be returned unopened. All proposals shall be submitted in sealed envelopes with the following information explicitly shown (centered both vertically and horizontally on the envelope): name and address of proposer and proposal number. Further, the sealed envelope must be clearly marked “SEALED PROPOSAL.” The Proposer shall be responsible for the delivery of the proposal before the date and hour set forth for the due date of proposals.

1.4 Error in Proposal

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modifications of the proposal after it has been opened. In case of error in the extension of prices in the proposal, the unit price will prevail.

1.5 Reserved Rights

Greater Rockford Airport Authority reserves the right at any time and for any reason to cancel this Request for Proposal, accept or reject any or all proposals or any portion thereof, or to accept an alternate proposal. The Authority reserves the right to waive any irregularities in any proposal. The Authority may seek clarification from any Proposer at any time and failure to respond promptly is cause for rejection. The Authority has ninety (90) days to accept the proposal.

1.6 Interpretation or Correction of Proposing Documents

Proposers shall promptly notify the Authority no later than one (1) week before proposal opening of any ambiguity, inconsistency or error, which they may discover upon examination of the proposing documents. Interpretations, corrections and changes will be made by written addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal. Oral explanations will not be binding.

1.7 Incurred Costs

The Authority will not be liable for any costs incurred by Proposers in replying to this RFP.

Instructions to Proposers

1.8 No Proposal Response

If your firm declines to proposal on this invitation, but desires to remain on the Authority's Proposers' List for future invitations, please submit in a letter stating why you are declining to proposal.

1.9 Basis of Award

It is the intent of the Authority to award an agreement to the proposer meeting specifications. Further, the Authority reserves the right to determine the responsible proposer in any way determined to be in the best interests of the Authority. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (c) start up date; (d) product/service value and value to customer appearance, taste, feel, overall quality, and results of product testing.

1.10 Pre-Proposal Conference

If a Pre-Proposal Conference is a requirement of this contract, it will be shown on the Title Page.

End of Instructions to Proposers

General Terms and Conditions

2.1 Non-Discrimination

Proposer shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Proposar shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

During the performance of this Contract, the Proposal agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or sexual orientation. Upon request of the Authority, the Proposar also agrees to submit in writing an affirmative action plan demonstrating compliance with equal employment opportunity laws and policies. Proposer further agrees that this clause will be incorporated by the Proposer in all contracts entered into with suppliers or materials or services, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

2.2 Drug-Free Workplace

The Proposer agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

2.3 Tax Exemption

The Greater Rockford Airport Authority is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Greater Rockford Airport Authority is exempt from state and local taxes. Our exempt number is E9992-3521-05.

2.4 Warranties

Proposer warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any specifications or standards incorporated herein. In addition, Proposer warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are intended expressly specified in this solicitation.

2.5 Indemnification

The Proposer agrees to indemnify, save harmless and defend the Greater Rockford Airport Authority, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the proposal covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Greater Rockford Airport Authority, it agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

2.6 Termination and Default

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Authority reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Proposer, as to stated services not yet rendered. The Authority shall be entitled to recover its attorney's fees and expenses in any successful action by the Authority to enforce this contract.

2.7 Royalties and Patents

Proposer shall pay all royalties and license fees. Proposer shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Authority harmless from loss on account thereof.

General Terms and Conditions

2.8 Regulatory Compliance

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Proposer shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this proposal the Proposer certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue.

2.9 Inspections

The Authority shall have the right to inspect any, equipment, supplies, and services specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Authority.

2.10 References

To allow the Authority to evaluate the experience of the Proposer, as it relates to this proposal, the Proposer must submit a minimum of three (3) references of qualifications. Failure to include references may result in proposal disqualification. References must be submitted on the Proposal Form.

2.11 Law Governing

This contract shall be governed by and construed according to the laws of the State of Illinois.

2.12 Prevailing Rate Wages

The awarded Proposer is required to pay all applicable wage rates as required and stipulated by Federal, State and Local laws. The Authority requires Prevailing Rate Wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") to be paid as stipulated by the Authority's annual Ordinance. The Act requires Proposers to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Proposers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

End of General Terms and Conditions

3.1 Proposal Security

The Authority requests from each Proposer in the amount of two thousand dollars (\$2,000) in the form of a certified or cashier's check without condition to the Greater Rockford Airport Authority with the original copy of the Proposer's Proposal. This check shall be a guarantee that if the proposal is accepted, a Food and Beverage Concession Agreement will be entered into by the successful proposer with fourteen (14) days after Notice of Award is given by the Great Rockford Airport Authority. The checks of the successful proposers will be returned upon receipt of a fully executed Food and Beverage Concession Agreement. Checks of unsuccessful proposers will be returned within ten (10) days after the successful proposers have executed the required agreements and have otherwise fulfilled the requirements as set forth herein. A proposer's certified or cashier's check will be forfeited as liquidated damages and the proposal will be deemed rejected if the proposer and the Greater Rockford Airport Authority fail to execute a formal Food and Beverage Concession Agreement with the allotted time frame.

3.2 Specifications

The Greater Rockford Airport Authority (Authority) is requesting a Request for Proposal (RFP) from interested qualified concessionaires to enter into a contract to provide food/beverage service at the Chicago Rockford International Airport (RFD.) The submission of a Proposal shall be considered evidence that the Proposer has investigated all the conditions related to the concession as described within the documents and the Proposer is aware of the circumstances, procedures and requirements affecting the conduct of the concession as well as the Concession Agreement to be entered into.

The Authority is seeking a partner that shares the vision of providing a quality program that focuses on strengthening the image of the airport and give passengers/visitors a distinct sense of the region and to also include food and beverage (F&B) offerings that are responsive to customer needs at a fair market price. The goals of the program are:

- Optimize concession revenue for the airport and concessionaire
- Provide enhanced quality and value to the customer
- Create a pleasing atmosphere that promotes the RFD experience
- Infrastructure investment as a condition of the RFP
- Destination Airport/location for General Aviation and non-aviation related consumers and to include Tenants of RFD

The current food and beverage service consists of a pre-security café (600 sq. ft.) with a sit down area and a food kiosk in the secured arrival/departure area. The pre-security café contains a small kitchen, preparation area, and retail space. The Observation Court provides a more open air layout with common seating allowing for an excellent view of the infield. The pre-security facility **must be open 365 days a year**, without exception, with operating hours and staffing levels reflecting the fluctuations in daily passenger and other related activities. Food and beverage services provided at the post security operation shall open daily for the opening of the Transportation Security Administration (TSA) checkpoints, until the last departure. The Proposer shall also be open at such other times as may be mutually agreed upon between the Proposer and the Greater Rockford Airport Authority.

The Proposer can include either one or both the pre and post security operations throughout the airport. The pre-security location will offer a broader variety of food products including breakfast, lunch, dinner, and light snack products that will meet the needs of the customers. Products should be a mix of healthy, popular, and nourishing offerings that would provide meal and light snack options for the full customer base. The location will also include an alcohol component. Projected customers include travelers, meeters and greeters, and outside consumers/general aviation enthusiasts who would enjoy a meal and the aviation experience. A Pre-Security kitchen equipment list of items available is provided for your review (Exhibit D attached.)

The post security location is a "grab and go" kiosk (300 sq. ft.) where the food and beverage offerings need to account for passengers being able to complete the transaction quickly and take the product on the planet. The nature of the customer in the post security environment is more transient since the dwell time is relatively short. Items available should include breakfast items, lunch sandwiches and snacks. A limited alcohol component, beer and wine need to be provided in the post security locations. This location shall also include miscellaneous pre-

packaged snacks, drinks, and sundries typically purchased by travelers. The post security location shall take into account products that are appealing to adults and children.

<u>Location</u>	<u>Square footage</u>
Pre Security	900
Post Security	300

A passenger is defined as an individual who has either boarded or exited an aircraft and provided below is the five year statistics for the Chicago Rockford International Airport.

<u>Year Ending</u>	<u>Passengers</u>
2009	187,217
2008	193,797
2007	215,013
2006	172,200
2005	157,934

3.3 Conceptual plan

Proposers are encouraged to suggest a conceptual plan, in their experience; they believe can improve revenues and/or enhance customer satisfaction as a destination airport. Describe in detail the concept being proposed and how it fits into the Airport environment and compliments the Rockford culture and quality of life. Provide preliminary plans, diagrams and sketches in sufficient detail showing the manner in which the Proposer plans to develop the premises. Provide the investment you propose to make for interior construction, finishes, furnishings, fixtures, trade equipment and architectural and engineering fees. Also provide a construction schedule to deliver the space as proposed including a specified proposed opening date. In Exhibits C, C1, C2 and C3 the square footage is approximately 1,900, where we provide our thoughts on how to enhance the food and beverage experience here at RFD. A 22 ½ foot long custom oak bar is available for use in your conceptual plan.

3.4 Monthly Rent

Lease fees shall be paid monthly. The monthly lease amount shall be determined by the amount quoted by the proposer in their submitted document. The minimum rent that will be acceptable to the Authority will be \$22.00 per square foot for the leased space. After the first year and on each Anniversary date thereafter, the Tenant shall pay to the Authority the sum of the rent due in accordance with this Lease and a calculated increase to the amount equal to the Consumer Price Index (CPI-W) for that year, but shall not exceed 6% of the previous years rent. The minimum rent amount for the area included within a conceptual plan shall be negotiated based on the level of investment in the expansion.

3.5 Lease Term

The term of the Food and Beverage Concession Agreement to be awarded shall be for a period of five (5) years. The option to renew will be negotiated 120 days prior to the agreements expiration.

3.6 Insurance

The Proposer shall maintain at all times a minimum commercial liability insurance policy in the amount of \$1,000,000.00 and must name the Greater Rockford Airport Authority as additional insured on Proposers policy. Proof of adequate insurance in the form of a Certificate of Insurance must be provided to the Authority upon contract acceptance.

3.7 Personnel Background Check

The Airport requires all employees required to work in the secure area of the Airport to obtain an airport issued ID badge. The selected Proposer is also responsible for complying with all existing and future security regulations and requirements as may be promulgated by the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), the County or any other governmental unit with jurisdiction. It is understood that the requirements of the FAA, TSA, or County regarding security matters may change from time to time and the selected Proposer shall comply with all such requirements.

3.8 Proposer Qualifications

The Proposer shall be in compliance with all applicable Federal, State, Local, and OSHA laws, rules and regulations and all other applicable regulations for the term of this agreement.

The Proposer, without additional expense to the Authority, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Proposer may not subcontract any segment or services covered herein, without prior approval from the Authority. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Proposer.

3.9 Business Qualifications

The Proposer shall submit a Business and Staff Qualification summary document that illustrates the Proposer's understanding of the objectives of this RFP, as well as the qualifications, experience, training and other credentials that illustrate the Proposer and employee's abilities to successfully complete the scope of work requested in this RFP. The Business and Staff Qualifications document should include a minimum of the following items.

- Proposer's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Proposer has been doing business in the Rockford Area.
- Proposer's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.
- Proposer's document shall demonstrate and detail previous experience in the restaurant operations, management and promotions. Proposer shall provide seating capacity and locations of each restaurant listed.
- Proposer's document shall contain a narrative as to why the Proposer would be the most qualified/best selection to operate this facility.

3.10 Key Personnel Resume and Qualifications

Proposer's proposal shall include the qualifications of the key personnel that will be involved in this project and the individuals anticipated role in the project. The qualifications provided shall include resumes, academic credentials, applicable training classes, Professional Certifications, Professional Association Memberships, etc.

3.11 Financial Viability

The Financial viability of a selected Proposer is of considerable importance to the Greater Rockford Airport Authority. Proposer's must provide financial information that includes a minimum of the following items:

- Company and Individual Financial Security – Show in detail:
 - Operating financial statements for related businesses you have a major interest in or other evidence that the Proposer is properly organized under the laws of the State and is authorized to do business in Illinois.
 - Certificate of good standing from related businesses you have a major interest in.
 - Current balance sheet of the Proposer
- Finance Statement of other restaurants/businesses you've owned – Show in Detail:
 - Tax statements of related business you have a major interest in
- Detailed evidence of timely rental payment for rental space.
- Bank references and references from restaurant suppliers.
- Estimated revenue and expenses based on the Proposer's provided proposal, including sample menu with prices and portions, total expected operating cost (in detail), and total expected revenue (in detail).

Written evidence the Proposer actually owns or has other legal access to all cash, equipment, and the working capital necessary to conduct business on an ongoing basis.

3.12 Key Project Areas

The Proposer document shall demonstrate an understanding of the goals identified herein for this project and provide a basic overview for the accomplishment of these goals. The proposal shall address a minimum of the following key project areas:

- Describe in detail the theme/style of restaurant envisioned for these locations, as well as proposed promotions, including costs, frequency and description; advertising vehicles; anticipated changes to décor, etc.
- Describe in detail any planned expansion of catering services
- Describe in detail any plans for increasing evening activities.
- Provide a detailed, written and/or graphic description of your proposed Implementation Plan, including any tenant improvements and equipment you will like to include. Be specific, for example, by differentiating between “tile” or “carpet” versus “floor covering.” The Authority is looking for a detailed proposed layout of the facility after incorporating any tenant improvements by the Proposer. The floor plan outline attached to the RFP, Exhibit A or B or both may be used to sketch improvements or a narrative may be submitted, or a combination of both.
- Proposers should identify what additional equipment and /or improvements will be required for operation and what portion they will provide and what portion they will expect the Authority to provide.
- Describe in detail the proposed hours of operating including holidays.
- Describe in detail the proposed menu including portion sizes and pricing.
- County Health Inspection ratings for the past three years of operation, and explanation if rating does not meet acceptable standards.

3.13 Evaluation Criteria

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc. may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Proposer whose proposal is determined to be the most advantageous to the GRAA when applying the following criteria and weighting.

- Business and Staff Qualifications and Demonstrated Experience – Twenty Percent (20%) Weighting
- Proposed Restaurant Theme and Promotions – Fifteen percent (15%) Weighting
- Proposed Menu and Pricing – Fifteen percent (15%) Weighting
- Financial Resources – Fifteen percent (15%) Weighting
- Rent Quoted for the initial term of the Lease – Ten Percent (10%) Weighting
- Proposed Implementation Plan – Ten Percent (10%) Weighting
- Proposed Hours of Operation – Ten Percent (10%) Weighting
- Previous County Health Department Ratings – Five Percent (5%) Weighting.

The following items shall be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Cost factors associated with performing the work required by the Proposal
2. The Proposers demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
3. The ability and willingness of the Proposer to meet or exceed the specifications and standards of this RFP and Proposer’s understanding and perceived perception of the scope of work contained herein.
4. The content and quality of the Proposer’s proposal and other presentation materials.

Proposer may be invited to make a presentation, but Proposer should not rely on a possible presentation to present their qualifications and offered services. If invited, the Proposer will be notified of the date and time of the presentation by the RFP Administrator. Results of any presentation may be used to determine the proposal award.

Proposal Form

Full Name of Proposer: _____
Business Address: _____
City, State, Zip: _____
Telephone Number: _____ FAX: _____
Email: _____
Contract Person: _____
FEIN: _____

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/ Sole Proprietor a Member of the Partnership an Officer of the Corporation a Member of the Joint Venture

Further, the Contractor declares that the only person or parties interested in this proposal as principals are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this proposal and agree to furnish all of the items above, subject to all instructions, conditions, specifications, warranties and attachments, including Addenda No. _____ and _____ issued thereto, except only to the extent that the Proposer has taken express written exception in this proposal, hereto. Failure to have read all the provisions of this proposal shall not be cause to alter any resulting contract or request additional compensations.

Further, by signing this proposal document, the proposer hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this proposal document, the Contractor hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the Contractor is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is _____.

- (check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this proposal opening.

Further, the Proposer agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Proposal

1. Pre Security Concession Rental Rate
\$ _____ per month _____ annually

2. Post Security Concession
\$ _____ per month _____ annually

3. Both Pre and Post Security Concession
\$ _____ per month _____ annually

4. Start up time for Pre Security Concession:
Date: _____

5. Start up time for Post Security Concession:
Date: _____

6. Conceptual Plan
Attach required documents here:

Conceptual Plan Investment \$ _____ Minimum Initial Capital Investment

Start up time for Concept:
Date: _____

References:

Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Exhibit A

TERMINAL BUILDING 1ST
FLOOR

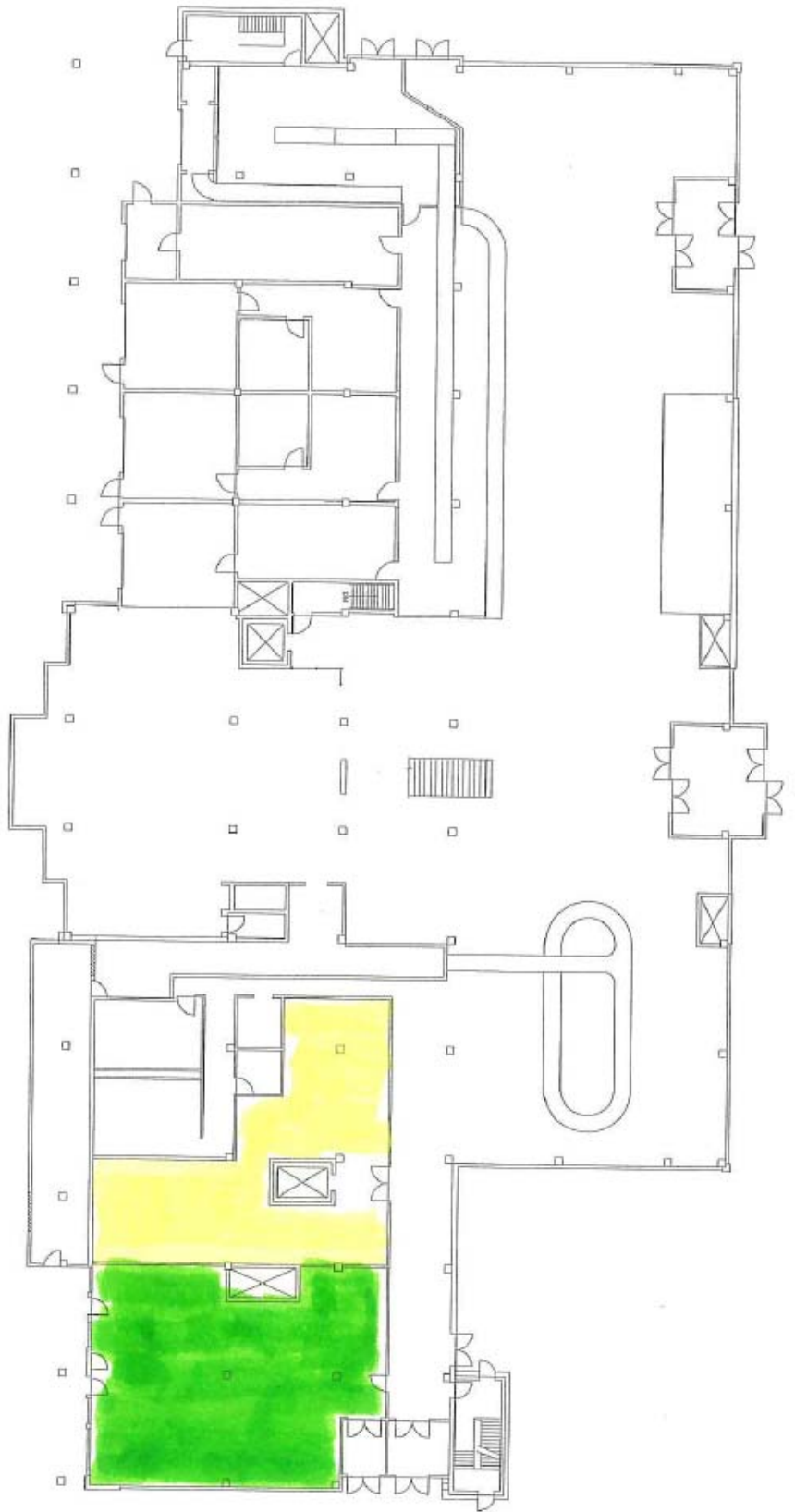


Exhibit B

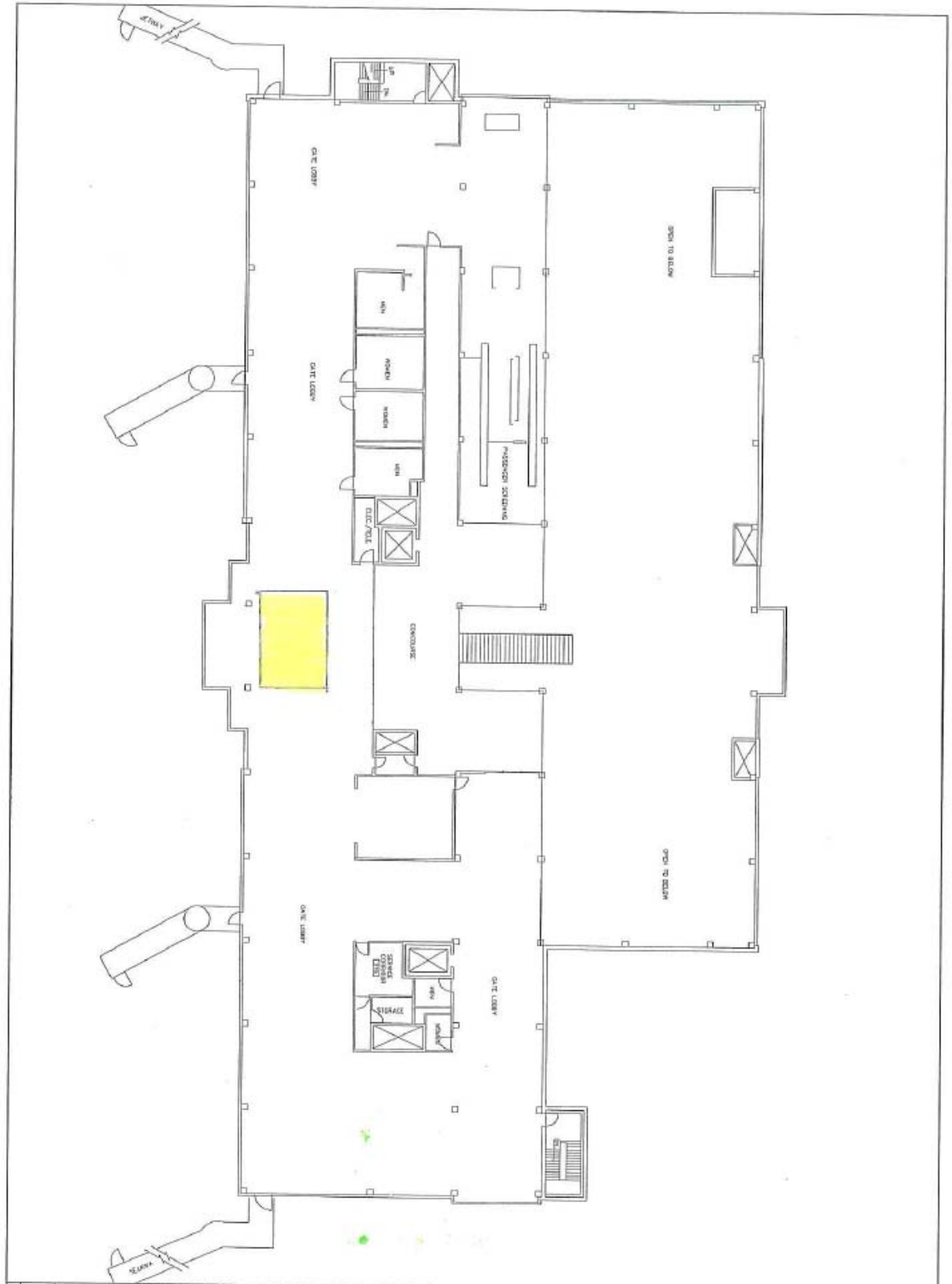


EXHIBIT C
Current Layout

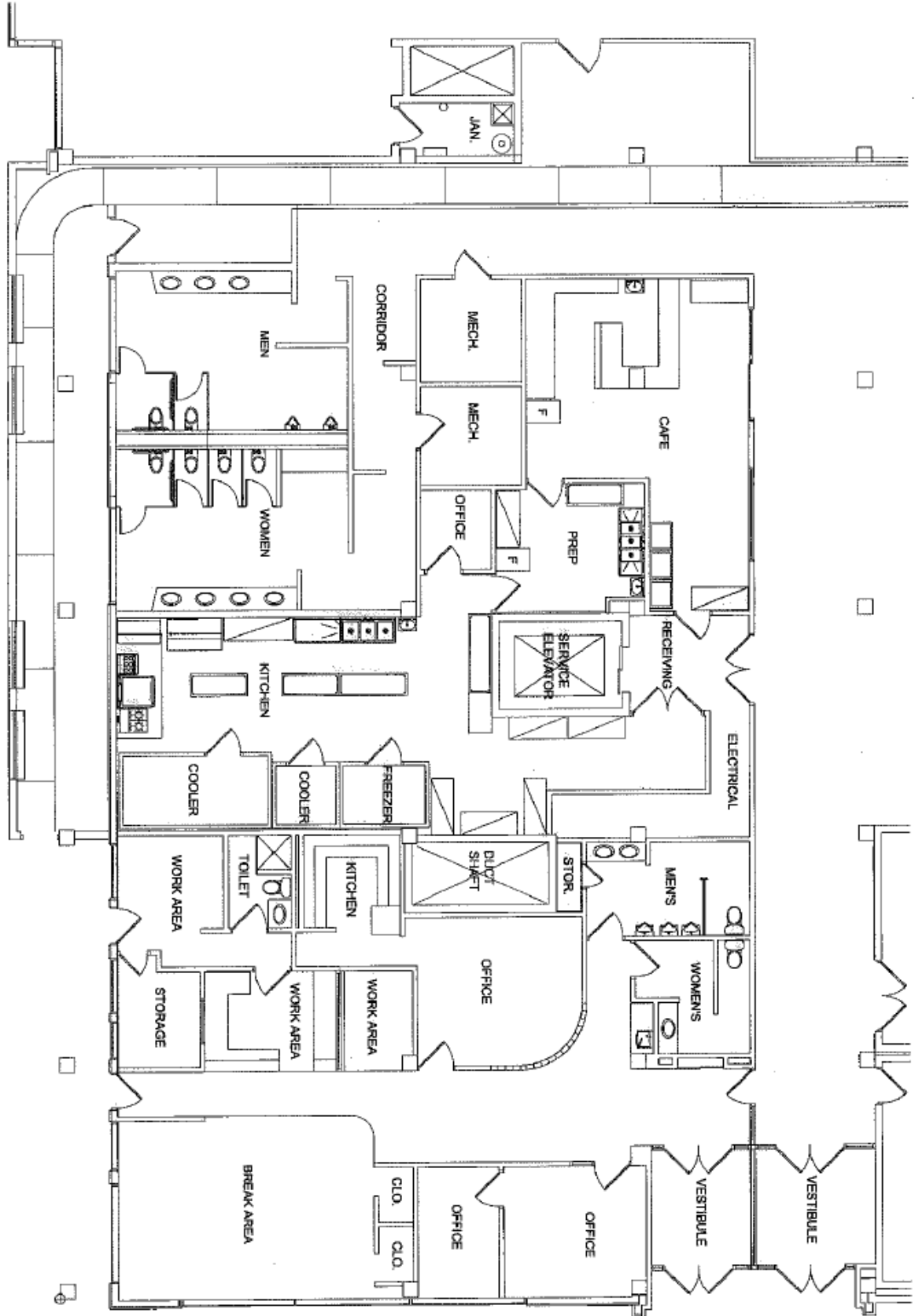


EXHIBIT C-1
Conceptual Plan example

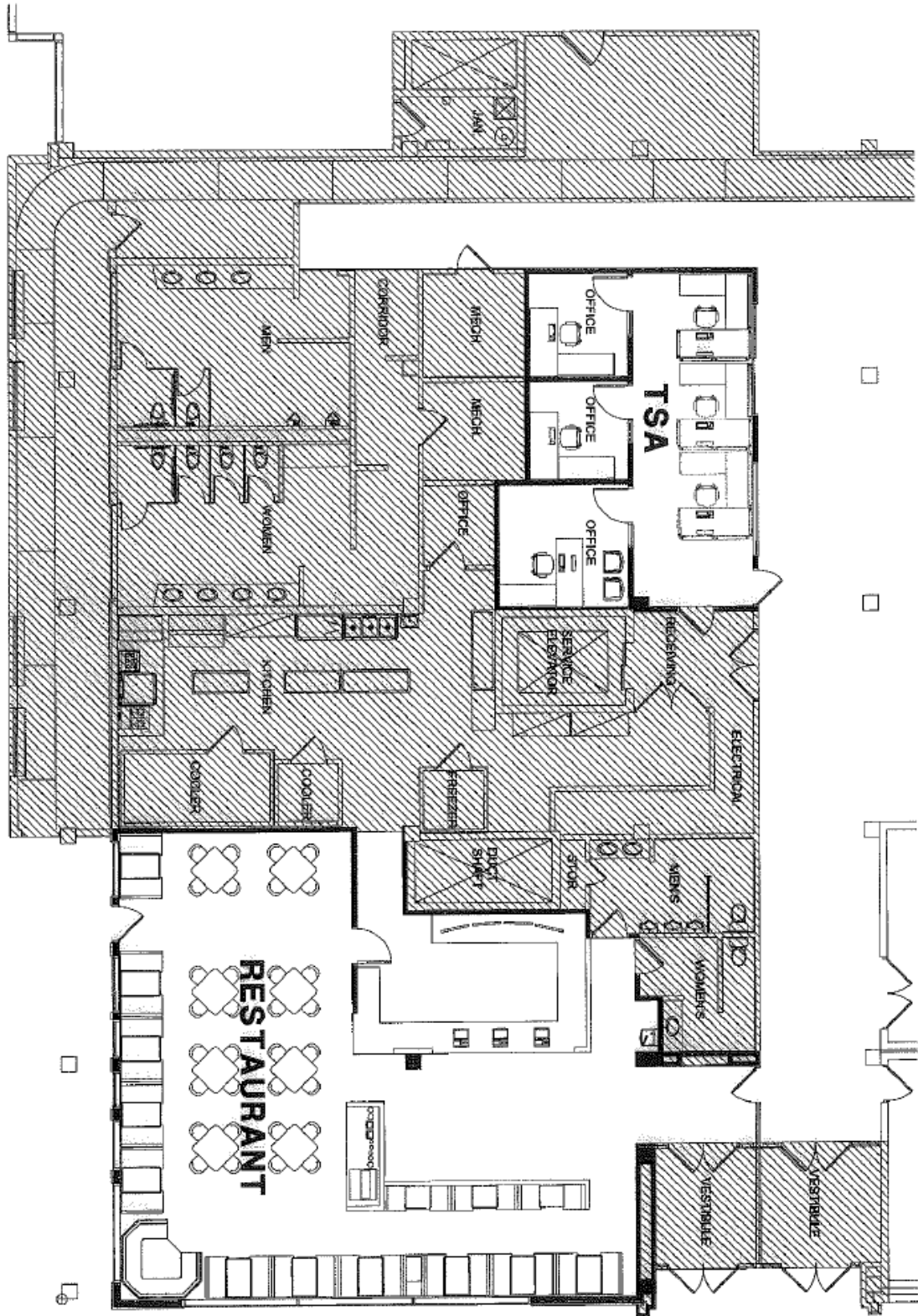


EXHIBIT C-2
Conceptual Plan example

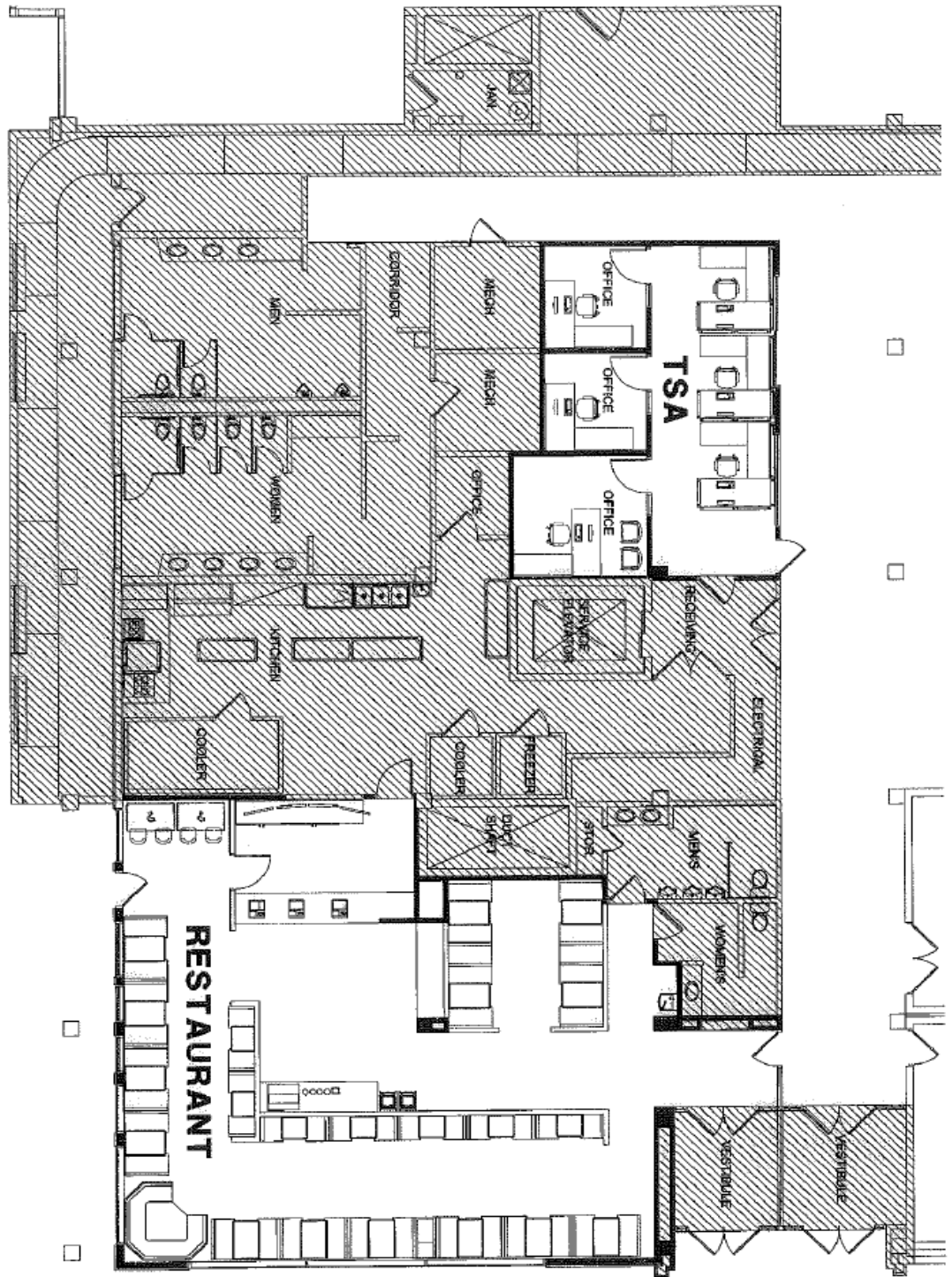


EXHIBIT C-3
Conceptual Plan example

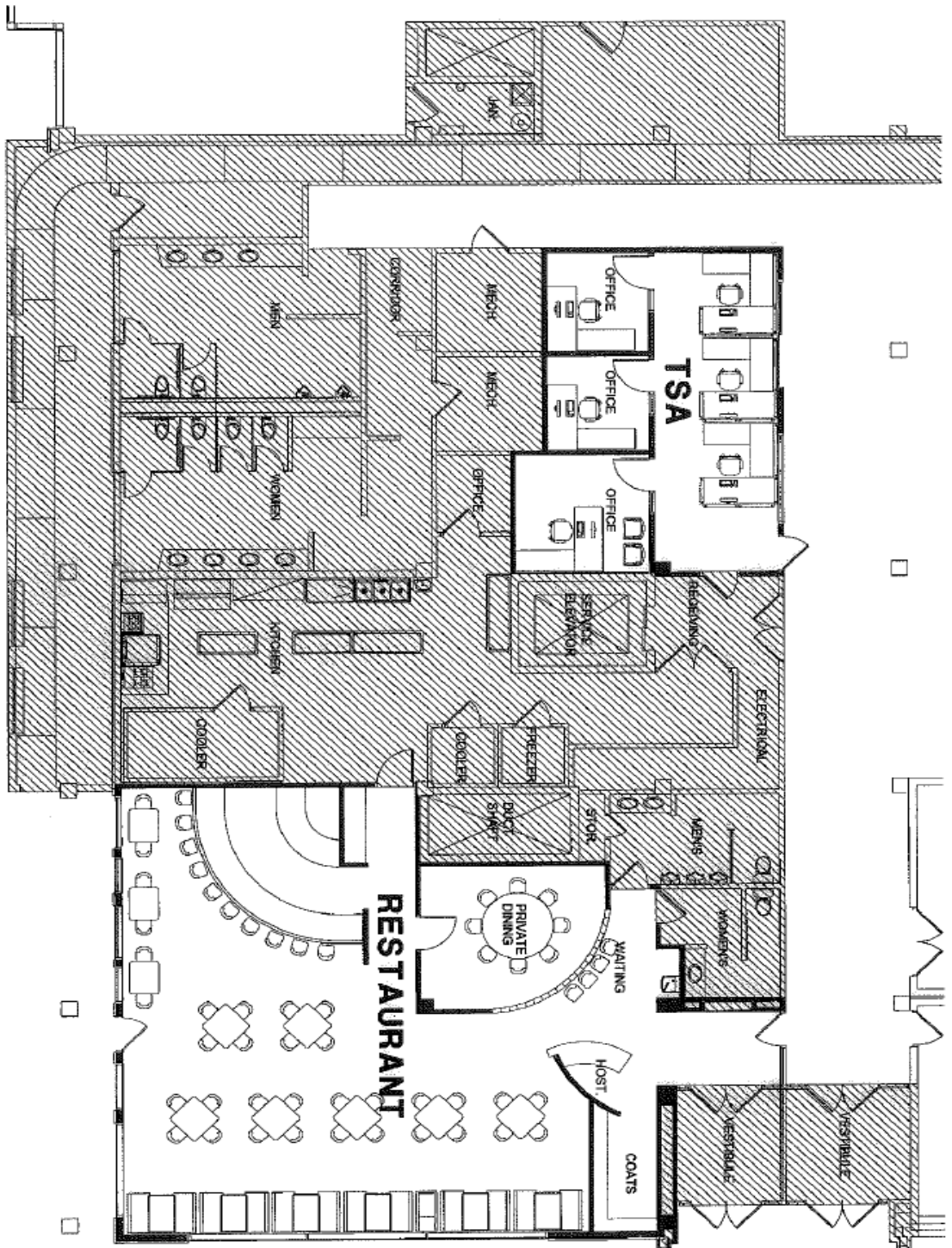


EXHIBIT D: GREATER ROCKFORD AIRPORT AUTHORITY
COFFEE SHOP EQUIPMENT INVENTORY ("FIXTURES")

EQUIPMENT:

- 1 - Royal 50lb Deep Fryer, Natural Gas on casters, S/N 0943506
- 2 - Hobart walk in coolers
- 1 - Hobart walk in freezer
- 1 - Garland store – four burner, grill top and two oven in unit
- 1 - Victory pre table with cooler
- 1 - Air Tech overhead ventilation fan system
- 4 - Worktables stainless steel , 24x20, 2 with underselves and two with cross bracing
- 1 - Duke mechanically assisted ice cooled buffet. Heavy gauge steel body, natural almond finish, enclosed base, slide out compressor, clear acrylic canopy.
- 1 - Duke hot food buffet. Heavy gauge steel body, natural almond finish, enclosed base, exposed elements, clear acrylic canopy. Four full pan openings.
- L901 Built-In Display case, glass top and front built into item L903, Wilson Art 7040A-13
- L902 Under Counter Merchandiser, Plastic laminated unit to have a pegboard back for bagged merchandise Wilson Art 7040A-13
- L903 Service counter, Plastic laminated U-shaped unit to have: N/A lift top passage – removed one column enclosure Wilson Art 70040A-13
- L904 Hand sink, Eagle HAS-1 OF to have: Goose neck faucet
- L905 Hot Dog cooker, Star Model 175CB counter top hot dog merchandiser w/bun warmer.
- L905-2 Shelves, 60”x 14” wall mounted two (2) wire shelves to match Intermetro zinc wire units.
- L906 Back counter, Plastic laminated unit to have: Provisions for cup dispenser’s Built-in waste enclosure hinged doors on base.
- L908 Cup dispensers, San Jamar C-3400 spring operated flush mount units.
- L910 Condiment counter, Custom fabricated plastic laminated cabinet to have: hinged doorbase 4: back splash, Wall shelf, Wilson Art 704A-13
- L911 Waste Enclosure, custom fabricated plastic laminated unit to have: tray rail, Wilson Art 7040A-13

A three (3) basin commercial sink, water heater, grease trap and refrigerator is included for use within this space

3 – 34x34 tables

2 – 30x24 tables

15 – high back green chairs

Other miscellaneous equipment purchased for buffet use in 2007

- | | |
|----------------------------|------------------------------------|
| 2 - Ladle ADC-LSPH6 | 4 - Adapter Bar, JSR-5100 |
| 4 - Third pan 4” CRW-2134 | 2 - One half long Pan 2”, CRW-2222 |
| 4 - Tong JSR-3972 | 2 - Ladle, ADC-LSPH6 |
| 4 - Ladle JSR-72102 | 4 - Tong, JSR-3972 |
| 1 - Half Pan 4” CRW-2124 | 3 - Ladle, JSR-72102 |
| 8 - Half Pan 2” CRW-2122 | 4 - Tong, ADC-TPU9BK |
| 4 - Full Pan 4” CRW-2004 | 1 - Griddle screen Holder |
| 4 - Full Pan 2” CRW-2002 | 4 - Spoon, JSR-3325 |
| 6 - Sixth Pan 6”, CRW-2166 | 6 - Spoon, JSR-3315 |
| 4 - Third Pan 2”, CRW-2132 | |