



Request for Proposals for the
Design and Installation of Illinois Lottery
Kiosks at O'Hare International Airport

February 13, 2024

Revised: April 1, 2024

(changes shown in red)

1.0 Introduction

The Illinois Department of the Lottery (“Department” or “Illinois Lottery”) www.illinoislottery.com awarded the Private Management Agreement (“PMA”) to Allwyn Illinois LLC (“Allwyn”), formerly Camelot Illinois LLC, on September 22, 2017 following a bid submission. Following the Notice of Award, the PMA was executed on October 13, 2017.

Allwyn operates a modern lottery to benefit the people of Illinois and generate essential funding for education across the State. The focus of Allwyn’s activity includes setting and executing the business strategy, leading decision-making with data and insights, optimizing retail and digital performance, delivering a product and technology roadmap, and driving marketing and PR activity.

The Illinois Lottery exists to offer fun lottery games that give players a chance to play, win, and dream while generating essential funding for the Common School Fund to support K-12 public schools and several good causes across the State of Illinois.

1.1 Objective

As part of Allwyn’s goals to modernize the retail experience at O’Hare International Airport (“O’Hare”), this Request for Proposals for the Design and Installation of Illinois Lottery Kiosks at O’Hare International Airport (“RFP”) seeks a vendor to maximize the space available at O’Hare by developing new kiosks. Our goals with this project are as follows:

- A. Offer a modern, state-of-the-art experience at O’Hare for Illinois Lottery players;
- B. Offer a comfortable and practical work space for the new lottery retailer at O’Hare, United Cerebral Palsy Seguin of Greater Chicago; and
- C. Adhere to any applicable laws, rules, and regulations.

2.0 Instructions

This RFP invites interested organizations (“Vendors”) to submit a response (“Proposal”) to Allwyn for the design, development and installation of three kiosks across O’Hare. The Illinois Lottery currently operates out of the following locations at O’Hare:

- A. Terminal 1: One kiosk location and two additional vending locations;
- B. Terminal 2: One kiosk location and one additional vending location; and
- C. Terminal 3: One kiosk location and two additional vending locations.

The requirements for the Proposal are set forth in Section 7 of this RFP.

2.1 Timetable

Proposals should be submitted by **May 1, 2024** at 5:00 pm Central Time (“CT”) to the attention of: procurement-services@allwyn-northamerica.com.

The RFP milestones are as follows:

Issue RFP	February 13, 2024
Last date to submit questions	February 20, 2024 by 5:00 pm CT
Answers to Vendor questions posted	March 8, 2024
Vendor provides notice of intent to submit a Proposal	April 10, 2024 by 5:00 pm CT
Proposals due	May 1, 2024 by 5:00 pm CT
Estimated Date of Award	May 31, 2024 (subject to contract)

Allwyn reserves the right to make any necessary amendments to the above timetable. Any such changes will be posted on the [Illinois Lottery website](#). Please periodically check the Illinois Lottery website under the Major Procurement Opportunities tab. Vendors will be notified in writing of any changes to these dates. Proposals submitted late will not be considered.

2.2 Contacts

Please submit any questions via email to procurement-services@allwyn-northamerica.com and include “RFP: O’Hare Kiosks” in the Subject line. Questions regarding this RFP must be emailed before 5:00 pm CT on February 20, 2024. A consolidated response to any questions will be posted on the Illinois Lottery website under the Major Procurement Opportunities tab and be made available to all Vendors without identifying the Vendor that asked the question. Allwyn reserves the right to decline to answer specific questions.

2.3 Vendor Intends to Submit a Proposal

Vendors are required to notify Allwyn that they intend to submit a Proposal via email to procurement-services@allwyn-northamerica.com by 5:00 pm CT on **April 10, 2024**.

2.4 Response Format

Please provide the following information on the cover page of Vendor’s Proposal and ensure that Vendor’s name appears on each subsequent page of the Proposal:

- A. Vendor's Name;
- B. Vendor's Address;
- C. Contact Name;
- D. Contact Job Title;
- E. E-mail Address; and
- F. Telephone Number.

Ensure that Vendor's Proposal follows Allwyn's format (e.g., numbering answers in the format of this document). Failure to do so may result in the Proposal being misinterpreted or disqualified. Please answer all questions fully. Proposals should be delivered in electronic format via email to procurement-services@allwyn-northamerica.com.

The Proposal should explain how the Vendor could support Allwyn in the achievement of its objectives.

Where possible, the Proposal should also include the following:

- A. Innovative ideas on meeting Allwyn's requirements;
- B. Why Allwyn should choose the Vendor; and
- C. How the Vendor's service offering differs from the competition.

3.0 Conditions of the RFP

3.1 General Considerations

The issuance of this RFP does not constitute a legal offer capable of acceptance.

Allwyn reserves the right to reject any or all of the Proposals submitted or to withdraw this RFP at any time. Allwyn also reserves the right to accept a Proposal from Vendors in part only.

Allwyn will not be liable for any costs incurred by any Vendor in connection with the preparation of a response to this RFP or for any costs incurred for attendance at meetings, presentations, clarifications, or demonstrations.

The numbering of this RFP is an important aid in the evaluation process. Please utilize it within the Proposal, as this may affect Allwyn's evaluation of it.

Vendors may not take advantage of any apparent error or omission in this RFP. In the event that any errors or omissions are discovered, a Vendor shall notify Allwyn immediately.

Please provide complete and accurate information against the specifications contained within this RFP. If the Vendor is unable to meet any requirements,

then this should be clearly noted in the appropriate response section(s). Any assumptions within the Proposal must be clearly stated.

Any commitment made in a Proposal shall be binding on the applicable Vendor. A commitment includes any guarantee or representation made in the Proposal, accompanying documentation, or subsequent negotiation.

3.2 Confidentiality

Subject to Appendix A - Private Manager Agreement Incorporated Terms ("Incorporated Terms"), of this RFP, any information disclosed in a Proposal, or in connection with this RFP becomes the property of Allwyn, subject to the Vendor's redaction of confidential, proprietary, or other sensitive material in accordance with the Incorporated Terms and State Policies and Rules (defined in the Incorporated Terms). Such information will be available to the public in accordance with State Policies and Rules. The failure to designate any materials as "proprietary and confidential" at the time of delivery of such information to Allwyn does not prohibit the Vendor from subsequently designating any information as proprietary and confidential. However, this designation does not necessarily exempt such information from disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

3.3 Employment

From the time this RFP is issued until either (i) six (6) months after the award of a contract pursuant to this RFP or (ii) the rejection of all Proposals received by Allwyn, Vendors are prohibited from officially or unofficially making any employment offer or proposing any business arrangement with Allwyn employees.

3.4 Compliance

Failure to comply with any specific instructions detailed in this RFP may, at Allwyn's discretion, exclude the Vendor from further consideration in the process.

3.5 Selection of Supplier

Any Proposal that materially fails to meet the requirements set forth in this RFP will be disqualified.

The table below defines the evaluation criteria and the relative importance of each criterion that will be used to evaluate the Proposals and select the winning

Vendor (“Supplier”). The requirements are identified in Sections 6 and 7 of this RFP.

Evaluation Criteria	Relates to requirements	Maximum Points Awarded
Company information	C-1 – C-8	5
Background and Experience	R-1 – R-4	15
Logistics, Installation, and Quality Control	R-5 – R-11	10
Customer Relationship Management	R-12 – R-13	5
Staffing	R-14	5
Design	Section 8	25
Price	Section 9	20
BEP status	Section 10	15
	Total	100

Allwyn reserves the right to adjust selection criteria until **April 10, 2024**. Any such changes will be posted on the Illinois Lottery website no later than **April 17, 2024** to permit any necessary refinement of Proposals prior to submission. Allwyn will notify Vendors of all changes via notice posted on the [Illinois Lottery website](#).

Allwyn’s decision on the Supplier will be determined by the highest overall score(s) achieved based on the above criteria. Allwyn’s decision will be final.

3.6 Terms and Conditions

Vendors should note that any contract award will also be subject to Allwyn’s terms and conditions.

Allwyn operates within a regulated environment, and it is a requirement of the PMA that Suppliers be vetted or approved by the State regulator in advance. Accordingly, the Supplier must complete State disclosure and certification documents, located at <https://ipg.illinois.gov/>. Only the Supplier must register. For further information about this requirement, please contact, Procurement at procurement-services@allwyn-northamerica.com.

The PMA requires Allwyn to pass through various non-negotiable provisions, specifically the Incorporated Terms, to all Suppliers. Allwyn will achieve this by including a separate exhibit with the Incorporated Terms in the Supplier’s contract. The Incorporated Terms will take priority over any conflicting term in the rest of the contract. Refer to Appendix A of this RFP for the Incorporated Terms.

From the time this RFP is issued until the end of the contract term, the Supplier represents and warrants that it shall neither be (i) debarred or prohibited from doing business with the State of Illinois for any reason; nor (ii) likely to have a material and/or adverse effect on the interests of the Illinois Lottery.

Allwyn is looking to establish a contract with the Supplier for a term of three (3) years, subject to the Supplier's performance and Allwyn's evolving requirements and strategy.

3.7 Validity of Proposal

Proposals shall be binding offers, binding for a period of ninety (90) days from the date the Proposal is submitted.

4.0 Estimated Timing

4.1 Logistics and Installation

Allwyn intends to secure a Supplier that can begin working on this project starting in **July 2024**. Allwyn anticipates that installations will commence by the **fourth** quarter of 2024 and be completed within the same quarter, subject to O'Hare availability.

The following is a high-level project timeline (dates are subject to change):

- A. Award RFP: **June 2024**;
- B. Enter into contract: **July 2024**;
- C. Delivery of final designs: **August 2024** (including rounds of revisions);
- D. Approval of final design: **September 2024**;
- E. Kiosk development: **September/October 2024**; and
- F. Installations begin: **October 2024**.

5.0 Response Approach and Format

To the extent applicable, Vendors are requested to provide the following:

- A. A completed version of the Company Information section with brief responses;
- B. A completed version of the Requirements section with full responses against each requirement; and
- C. A completed pricing schedule estimate with any variation included at the end.

If the Vendor must exclude some requirements from its Proposal, this should be accompanied by a clear statement of which items are excluded and why.

Where necessary, Vendors may supplement responses with additional material but should ensure that the material focuses on the information requested and references the section to which it applies. Allwyn is unable to review unsolicited materials to find relevant information.

If the Vendor wishes to propose additional services, not mentioned in the requirements, please provide a clear statement of what additional items are included and why.

6.0 Company Information

Please provide the following information about the Vendor:

#	Background & Experience	Response
C-1	Vendor's name.	Answer in Full
C-2	Vendor's background, including details of ownership.	Answer in Full
C-3	Current number of full-time employees.	Answer in Full
C-4	Annual turnover rate of employees for each of the last three (3) years.	Answer in Full
C-5	Current number of part-time employees.	Answer in Full
C-6	Summary of Vendor's experience, relevant to the requirements in the form of a general capabilities overview.	Answer in Full
C-7	Strengths and points of difference from Vendor's competitors.	Answer in Full
C-8	Description of the resources that will be allocated to support Allwyn and Vendor's overall organizational structure.	Answer in Full

7.0 Requirements

Please provide responses to the general requirements set forth in this Section.

For the “Acknowledge Only” requirements (i.e., R-1 to R-5), Vendors shall acknowledge each requirement by either responding “Accept” or “Reject” for the requirement. If a Vendor rejects a requirement, then any mitigating circumstances or alternative approaches may be offered, however they may not be accepted as compliant. For the remainder of the requirements, please provide a full response.

#	Background & Experience	Response
R-1	Vendor must be in business for at least three (3) years.	Acknowledge Only
R-2	Vendor must have expertise in project management and managing similar installations, including developing blueprints and managing logistics.	Acknowledge Only
R-3	Vendor must understand and accept without changes the Private Manager Agreement Incorporated Terms located in Appendix A.	Acknowledge Only
R-4	Vendor must be able to provide adequate insurance to complete project	Acknowledge only

#	Logistics, Installation, and Quality Control	Response
R-5	Vendor has read and agreed to the Chicago Department of Aviation’s (“CDA”) Design and Construction Standard Operating Procedures in Appendix B.	Acknowledge only
R-6	Describe the process and key stages that the Vendor would provide to effectively scope the site prior to installation. Please advise on how Vendor would perform the following: <ol style="list-style-type: none"> 1. Conduct a site visit; 2. Measure for a blueprint of each area at O’Hare; and 3. Confirm requirements for Wi-Fi and electricity. 	Answer in Full

R-7	Describe the resources the Vendor would provide to efficiently work with the CDA through the licensing process for subcontractors.	Answer in Full
R-8	Detail how the Vendor will provide the appropriate resources to deliver and install the kiosks at O'Hare.	Answer in Full
R-9	Describe how the Vendor will ensure the design and construction of the kiosks at O'Hare will be of substantial quality and easy to maintain.	Answer in Full
R-10	Describe how the Vendor will ensure the design and construction of the kiosks at O'Hare will consider people with disabilities and comply with ADA guidelines.	Answer in Full
R-11	Describe to what extent the Vendor will be available to fix any damage to the kiosks and, if required by O'Hare or the CDA, move the kiosks within O'Hare.	Answer in Full
#	Customer Relationship Management	Response
R-12	Provide at least one (1) example of delivering a project on time or ahead of schedule.	Answer in Full
R-13	Provide contact details from three (3) existing or previous clients, from whom Allwyn can obtain a reference for a similar scale or sized project.	Answer in Full
#	Staffing	Response
R-14	Provide brief biographies of the Vendor's employees who will be supporting and managing the Allwyn account. Please identify the primary contact person and describe the role of each key person.	Answer in Full

8.0 Design

Allwyn is excited to see the creative possibilities that Vendors identify to make the most of the Illinois Lottery kiosks at O'Hare. To facilitate the design portion of this RFP, Allwyn has included blueprints of the spaces in Appendix C to this RFP. As part of the Proposal, please provide a detailed description of the plan for the

space accompanied by drawings and/or 3-D renderings to help Allwyn visualize Vendor's idea.

The kiosks must meet the following design considerations:

- A. Fall within the existing footprint at O'Hare. Blueprints are provided in Appendix C to this RFP;
- B. Be portable in the event that terminal renovations require a change to our location(s);
- C. Incorporate space for vending machines and other lottery equipment. Details and measurements for this equipment are outlined in Appendix D to this RFP;
- D. Incorporate (under)-counter lighting as a possible option to the design of the kiosks;
- E. Support staff with potential disabilities (e.g., provide easy access and maneuverability for wheelchairs); and
- F. Take certain pieces of lottery equipment into account, including a vending machine, dual digital display screens, and lottery play stations. Details and dimensions for this equipment can be found in Appendix D.

9.0 Price

Please provide as much detail as possible on the pricing, including any explicit assumptions and any factors outside of this RFP, a breakdown of costs for design, materials and labor, as well as anything else deemed necessary to complete this project.

10.0 Business Enterprise Program ("BEP")

Allwyn encourages BEP Vendors (i.e., minority-owned, women-owned, and persons with disabilities-owned businesses) to submit Proposals for participation in this procurement.

Please visit the Illinois Department of Central Management Services website at <https://cei.illinois.gov/> to learn more about this program and register as a BEP vendor, if Vendor has not done so already.

11.0 Table of Appendices

1. Appendix A - Private Manager Incorporated Terms
2. Appendix B - Chicago Department of Aviation's Design and Construction Standard Operating Procedures for Concessions Projects (C-SOP)
3. Appendix C - O'Hare Kiosk Blueprints
4. Appendix D - Details of mandatory kiosk equipment pieces

Appendix A

Private Manager Agreement Incorporated Terms

1. State Polices and Rules, Operating Standards and Regulatory Requirements

- 1.1 The Contractor represents and warrants that at the time of entering the Agreement it has not been found disqualified by the State and is not prohibited from doing business within the State of Illinois for any reason.
- 1.2 The Contractor shall ensure that, in performing the services (including the provision of goods) required under the Agreement (the “**Services**”), the Contractor complies in all material respects with the State Policies and Rules, the then current Operating Standards and the Regulatory Requirements (including all Anti-Corruption laws and Employment Laws). The State Policies and Rules, Operating Standards and Regulatory Requirements are available on request. Allwyn shall notify the Contractor in the event that any material amendments are made to the State Policies and Rules and/or the Operating Standards which, in the opinion of Allwyn, may affect the Contractor and/or this Agreement. In the event that the Contractor becomes aware that it has failed to comply with any requirements of the State Policies and Rules and/or the Operating Standards, then the Contractor shall promptly inform Allwyn in writing of such non-compliance and its impact or potential impact.
- 1.3 At Allwyn’s or the State’s request, the Contractor will be required to furnish the State with a written certification that it is in compliance, in all material respects, with the State Policies and Rules and Regulatory Requirements (including Employment Laws) which are applicable to the Services.

2. Sale of Lottery Tickets

In the event that the Services include the sale of Lottery tickets the Contractor shall not sell any such tickets without first becoming licensed as a Lottery Retailer pursuant to 20 ILCS 1605/10.

3. Service Levels

- 3.1 The Contractor shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness, resource efficiency and productivity that are (i) equal to or higher than the accepted industry standards of first-tier providers of services similar to the Services (“**Industry Standards**”) and (ii) equal to or higher than any applicable Service Levels set forth in Appendix 1 (Service Levels). Allwyn shall notify the Contractor in the event that any material amendments are made to the Service Levels which, in the opinion of Allwyn, may affect the Contractor and/or this Agreement.
- 3.2 If the Contractor fails to meet any of the Service Levels in accordance with Appendix 1 (Service Levels), then the Contractor shall indemnify Allwyn for the full amount of

any Service Level Credits, penalties and fines which Allwyn is required to pay to the State in respect of such failure.

4. Reporting of Complaints

The Contractor agrees to promptly notify Allwyn in writing in the event that it receives any complaints in relation to the Services or the Lottery. The Contractor will disclose the name of the party making the complaint, who the complaint is made against and the nature and circumstances that gave rise to the complaint.

5. Monthly Meeting

If required by the State, and on reasonable advance notice, the Contractor shall attend a meeting(s) in person in Illinois or by telephone, video or other electronic conference in order to discuss the Services and such other matters as the State or Allwyn deems appropriate.

6. Background Checks

The Contractor acknowledges that Allwyn and/or the State may conduct thorough background checks (prior to and/or during the Agreement) on the Contractor and its employees. Such background checks will be carried out by Allwyn and/or by the State or by their appointed third parties. The background checks shall verify that each Contractor employee meets Allwyn's and the State's standards for employment and that the Contractor is not subject to legal, credit or other constraints on providing the Services. Allwyn shall provide copies of all background checks to the State.

7. Contractor Provisions

7.1 At the direction of the State, Allwyn shall be entitled to terminate this Agreement on immediate written notice and within such period as the State may specify, for any reasonable reason. In the event that Allwyn terminates the Agreement under this clause 7.1, the Agreement shall terminate without any termination penalty or fee on the part of Allwyn or the State that is in addition to the payments outstanding in the ordinary operation of the Agreement.

7.2 At the direction of the State, Allwyn shall be entitled to require the Contractor to remove a Contractor employee(s) from providing Services.

7.3 The Contractor acknowledges that the Services are provided for the benefit of the State and that, accordingly, the State is an expressly intended third-party beneficiary of the Agreement, entitled to enforce any provision thereof in accordance with its terms.

7.4 The Contractor acknowledges that all insurance coverages required to be maintained by the Contractor name the State as an "Additional Insured" or as otherwise specified herein, and include the blanket additional insured endorsement or its equivalent.

7.5 The Contractor undertakes to provide and maintain insurance at levels customary and appropriate for the Services to cover, at a minimum, the following:

- 7.5.1 Commercial General Liability Insurance covering bodily injury and property damage.
 - 7.5.2 Business Automobile Liability Insurance covering bodily injury, death and property damage, including all owned, non-owned, or hired autos.
 - 7.5.3 Umbrella Liability Insurance providing umbrella coverage excess of the underlying limits for Workers' Compensation, Commercial General Liability, Business Auto Liability.
 - 7.5.4 Worker's Compensation Insurance applicable to the laws of Illinois and Employers Liability Insurance which shall include a specific endorsement naming the State as an "Alternative Employer".
 - 7.5.5 Professional Liability Insurance which, if relevant to the Services, shall include cover for claims and losses relating to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of data and media liability arising from material on websites or offline publications).
 - 7.5.6 Crime insurance covering any financial loss due to any fraudulent or dishonest acts on the part of the Contractor's officers, employees, agents including coverage for third party theft of property in Contractor's care, custody or control or while in transit, loss due to forgery or alteration of negotiable instruments or loss due to electronic funds transfer fraud, which shall include a specific endorsement naming the State as a "Loss Payee".
- 7.6 The Contractor covenants and agrees that no Person shall be (i) excluded from participation in, or be denied benefits of, the PMA where such participation or benefits are obligated by the PMA or the Regulatory Requirements, or (ii) excluded from employment, denied any of the benefits of employment or otherwise be subjected to discrimination on the grounds of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex or any other protected category. The Contractor shall, upon request, show proof of such non-discrimination and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
- 7.7 The Contractor shall maintain documentation for all fees or charges incurred by Allwyn under the Agreement or any modifications or amendments thereto. The books, documents, papers, accounting records and other evidence pertaining to the Services shall be (i) maintained for a period of five (5) full years from the date of the final payment and (ii) subject to audit or inspection at any reasonable time and upon reasonable notice by the State or its duly appointed representatives. The Contractor shall make such materials available at its offices, and copies thereof shall be furnished to the State or its duly appointed representative by the Contractor, at no cost to the State or its duly appointed representative, if so requested, including for purposes of satisfying a request under Illinois FOIA. Such records shall be maintained in

accordance with GAAP or IFRS, as applicable, and any other applicable procedures reasonably established by the State from time to time.

7.8 The Contractor acknowledges and agrees that that (a) notwithstanding the State's rights as a third party beneficiary, the Contractor does not have any contractual relationship with the State or right against the State, including for payment, labor, services, materials or equipment furnished for the Services; and (b) the Contractor on behalf of itself, its officers, directors, managers, members, subsidiaries, assigns, and Affiliates and its and their respective officers, directors, managers, members, subsidiaries, successors, assigns, and Affiliates (each a "**Contractor Party**") forever remises, releases, acquits, satisfies and forever discharges the State and its employees, officers, directors, managers, members, subsidiaries, assigns, Affiliates (including all departments and agencies thereof) and its and their respective officers, directors, managers, members, subsidiaries, successors, assigns, and Affiliates (each a "**State Party**") from any and all Losses that any Contractor Party may ever have against or seek from any State Party in connection with the Agreement; provided, however, if the State assumes the Agreement, then the Agreement may include as an exception to the foregoing provisions set forth in (a) of this clause 8 for such contractual relationship and (b) of this clause 7.8 for a breach by the State of such assumed Agreement, each such exception to be in form and substance satisfactory to the State.

7.9 The Contractor represents, warrants and covenants that during the term of the Agreement it shall:

- (a) not be debarred or prohibited by State Policies and Rules;
- (b) if required by any applicable State Policies and Rules, be qualified and registered to transact business in the State of Illinois; and
- (c) comply with all Operating Standards, State Policies and Rules and Regulatory Requirements (including all Anti-Corruption Laws and all Employment Laws), and upon the State's or Allwyn's request, furnish to the State written certification that it is in compliance with all State Policies and Rules and Regulatory Requirements (including all Employment Laws) applicable to it.

7.10 The Contractor represents, warrants and covenants that it has not:

- (a) accepted, nor shall accept, any Prohibited Consideration from any Person;
- (b) given, nor shall give, any Prohibited Consideration to any Person;

in each case in connection with, directly or indirectly, the Agreement.

7.11 The Contractor shall, on Allwyn's or the State's request, (a) assign the Agreement to the State or the Replacement Manager or (b) enter into new contracts with the State, its Affiliates, another designated State of Illinois agency and/or the Replacement

Manager on substantially the same terms and conditions, including price, as set forth in the Agreement. Any such assignment shall be without cost or penalty.

- 7.12 Contractor shall, upon notice of a Loss Event, cause to be paid into the Controlled Account all proceeds from Contractor's (a) insurance coverages that would otherwise be paid to Manager, including as an "additional insured" and (b) Contractor's performance security, if any.

8. Intellectual Property

- 8.1 The Contractor acknowledges and agrees that all worldwide right, title and interest in and to all State Intellectual Property and Allwyn Intellectual Property is and shall be owned by the State and Allwyn, respectively. Allwyn may sublicense rights to the Contractor, solely to the extent necessary to allow the Contractor to provide the Services, and on written terms consistent with the requirements set out in the PMA and the intellectual property arrangements it has reached with the State. Such license shall automatically terminate at the end of the Agreement or the expiry of the PMA, whichever comes first.
- 8.2 In the event that the Contractor licenses, leases or otherwise provides to Allwyn services or other software used in the operation of the Central Gaming System ("**Key Software**") that is owned by Contractor, the Contractor will establish an escrow pursuant to an escrow agreement (the "**Escrow Agreement**") entered between the Contractor, Allwyn and an independent escrow agent who shall provide for the deposit, retention, administration, verification, and controlled access of the Key Software, including all software, interfaces, data structures, data marts, data definition language (DDL), design documents, other documentation, XML schemas, code, and any other materials associated with the Key Software, including source code and Related Documentation (collectively, the "**Escrow Materials**") to hold the Escrow Materials for such Key Software provided by the Contractor ("**Contractor Escrow Materials**"). Any fees associated with the deposit of Escrow Materials with the independent escrow agent shall be paid by the Contractor. Each Contractor Escrow Agreement will provide for the release of the relevant Contractor Escrow Materials and appropriate licenses to the State and Allwyn in the event that: (a) the Contractor institutes bankruptcy, receivership, insolvency, reorganization or other similar proceedings and any such proceeding has not been dismissed or discharged within sixty (60) days after being instituted and the Contractor fails to perform its obligations under the Agreement during the pendency of any such proceeding; (b) the Contractor's admittance of any involuntary debts as they mature; (c) the institution of any reorganization arrangement or other readjustment of debt plan of the Contractor not involving the Bankruptcy Code that has not been dismissed or discharged within sixty (60) days after it has been instituted; (d) the Contractor ceases to do business and there is no successor-in-interest to the Contractor that performs the Services; (e) the Contractor makes an assignment of all or substantially all of its assets for the benefit of creditors and there is no successor-in-interest to such

Contractor that performs the Services or (f) the Contractor takes any corporate or other action to authorize or in furtherance of any of the foregoing.

- 8.3 The Contractor shall reasonably cooperate with and reasonably assist Allwyn, at Allwyn's expense, in connection with the investigation or pursuit to enforce and/or investigate violations of the Intellectual Property rights with regard to the Intellectual Property used in connection with the operation of the Lottery and/or the provision of Services.
- 8.4 The Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as Allwyn or the State may reasonably request, at Allwyn's or the State's expense, to secure, register, patent and perfect Allwyn or the State's rightful ownership of, as applicable, any Intellectual Property used in connection with the operation of the Lottery and/or the provision of the Services.

9. Ownership of Lottery Data

- 9.1 The Contractor acknowledges and agrees that the Lottery Data is and shall remain the property of the State or such other assignee designated by the State. The Contractor shall promptly deliver any Lottery Data (or the portion of such Lottery Data specified by the State) in its possession or direct or indirect control to the State in the format and on the media reasonably requested by the State: (a) at any time upon reasonable notice at the State's or Allwyn's request; and (b) upon the expiration of the PMA (including any period of disentanglement of Allwyn).
- 9.2 Upon the expiration of the PMA (including any period of disentanglement of Allwyn) the Contractor shall return or destroy, as requested and directed by Allwyn, all copies of Lottery Data in the possession of or under the control of the Contractor as soon as possible, but in no event later than thirty (30) business days following a request by the State or Allwyn, and shall upon the State or Allwyn's written request, deliver to the State written certification of such return or destruction signed by an authorized representative of the Contractor. The Contractor shall not utilize Lottery Data for any purpose other than the performance of the Services. The Contractor shall promptly notify Allwyn in writing if it believes that the Lottery Data has been used in a manner inconsistent with the foregoing.
- 9.3 The Contractor shall develop and maintain procedures for data back-up and restoration to the last back-up and/or restoration of lost Lottery Data in their possession or control, using industry standard data restoration techniques. The Contractor shall adhere to the procedures and safeguards promulgated by the State as specified in the Operating Standards and shall correct (including data back-up and restoration from scheduled back-ups or, if not available on such back-ups, using generally accepted data restoration techniques) any unauthorized destruction, loss or alteration of any Lottery Data in the Contractor's possession or direct or indirect control at no charge to the State except to the extent that the State or its Affiliates or any of their respective subcontractors are the direct or indirect cause of such destruction, loss or alteration of data.

10. Confidentiality

- 10.1 The Contractor agrees that at all times, except as expressly contemplated by clause 10.2, clause 10.4 or clause 11.1, it shall not disclose, and shall maintain the confidentiality of all Confidential Information of the State and Allwyn. The Contractor shall use at least the same degree of care to safeguard and to prevent disclosing to Third Parties the Confidential Information of the State and Allwyn as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.
- 10.2 The Contractor may disclose Confidential Information to its Affiliates, auditors, attorneys, accountants, consultants, contractors and subcontractors, so long as such Person is not a Competitor of Manager (collectively, “**Representatives**”), where: (i) such disclosure is necessary for the performance of the Services; and (ii) the receiving party of the Confidential Information (and its applicable officers and employees) agrees to confidentiality obligations substantially similar to those set forth in this clause 10 or by the nature of the relationship, the receiving party is subject to a duty of confidentiality that is substantially similar to those set forth in this clause 10. The Contractor hereby assumes full responsibility for the acts or omissions of its Representatives and shall ensure that Confidential Information is not disclosed or used in contravention of this Agreement. Any disclosure to Third Parties shall be under the terms and conditions as provided in this Agreement.
- 10.3 The Contractor shall not: (i) use the Confidential Information of the State and/or Allwyn except as expressly contemplated by this Agreement; (ii) acquire any right in or assert any lien against the Confidential Information of the State and/or Allwyn; (iii) sell, assign, transfer, lease or otherwise dispose of Confidential Information to Third Parties or commercially exploit such information; or (iv) refuse for any reason to promptly provide the Confidential Information (including all copies thereof) to the State and/or Allwyn if requested to do so.
- 10.4 Clauses 10.1 through 10.3 shall not apply to any particular information which the Contractor can demonstrate: (a) is, at the time of disclosure to it, generally available to the public other than through a breach of the Contractor’s or a Third Party’s confidentiality obligations; (b) after disclosure to it, is published by the State and/or Allwyn or otherwise becomes generally available to the public other than through a breach of the Contractor’s or a Third Party’s confidentiality obligations; (c) is already lawfully in the possession of the Contractor at the time of disclosure to it; (d) is received from a Third Party having a lawful right to disclose such information without any restriction on further disclosure; (e) is independently developed by the Contractor without reference to or use of Confidential Information of the State and/or Allwyn; or (f) is necessary to be disclosed for the enforcement of the Contractor’s rights under or with respect to this Agreement and then only to the extent so necessary; provided, however, that the exclusions in the foregoing subsections (a), (b) and (c) shall not be applicable to the extent that the disclosure or sharing of such information by the Contractor is subject to any limitation, restriction, consent or notification requirement under any applicable data privacy laws then in effect.

11. Required Disclosures.

- 11.1 In the event that the Contractor is requested or required by Regulatory Requirement, other applicable law, or other applicable judicial or governmental order to disclose any Confidential Information, the Contractor shall provide Allwyn with prompt notice of any such request or requirement so that Allwyn and/or the State may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this clause 11.1 and the Contractor shall request the party requesting or requiring disclosure to provide the Contractor and the State or Allwyn with a reasonable amount of time to object to such production. In the event that such protective order or other remedy is not obtained, or that Allwyn waives compliance with the terms of this clause 11.1, the Contractor (a) may disclose only that portion of the Confidential Information which legal counsel advises in writing is legally required to be disclosed, (b) shall deliver to Allwyn written notice together with a description of any Confidential Information to be disclosed (including copies of the relevant portions of the relevant documents) as far in advance of its disclosure as is reasonably practicable, and (c) shall use its Reasonable Best Efforts to, and shall use its Reasonable Best Efforts to cause its representatives to, preserve the confidentiality of the Confidential Information (including cooperating with Allwyn and/or the State in its efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded to the Confidential Information). In addition, the Contractor shall not, and shall cause its representatives not to, oppose any action (and shall, if and to the extent requested by Allwyn or the State), cooperate with and assist Allwyn and/or the State at no cost or expense and cause its representatives to cooperate with and assist the State and/or Allwyn, in any reasonable action by the State or Allwyn to limit the scope of any such disclosure or obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 11.2 The Contractor acknowledges that any Public Record (as defined in Illinois FOIA) related to the Lottery and this Agreement, including Public Records containing Confidential Information disclosed by Allwyn to the State, may be subject to release to the public under Illinois FOIA, including pursuant to Section 7(2) thereof in response to a request for records (a **"FOIA Request"**). Upon receipt of any request for Public Records related in any way to this Agreement or the Lottery, the State shall promptly, but in any event within two (2) Business Days of its receipt of a FOIA Request, notify Allwyn of such FOIA Request, to the extent legally permissible, in order to enable Allwyn to seek an appropriate protective order or other remedy. The Contractor shall provide all reasonable assistance to Allwyn in respect of this process. In the event that Allwyn is not granted a protective order or other remedy, Allwyn shall notify the Contractor and the Contractor shall promptly, but in any event within two (2) Business Days following receipt of such notice, provide to Allwyn (i) all Public Records in its possession that Allwyn reasonably determines are responsive to such FOIA Request and (ii) any other Public Records related to the PMA, this Agreement or the Lottery that the State and Allwyn reasonably determines are responsive to such FOIA Request and requests from the Contractor, regardless of whether the Contractor believes such Public Records are required to be disclosed in response to such FOIA Request.

12. State Audit Rights.

- 12.1 The Contractor shall permit the State and the State's Permitted Auditor's to conduct audits of the Contractor provided that such Permitted Auditors have agreed in writing to be bound by confidentiality terms. Upon the State's request the Contractor shall assist the State in conducting and/or responding to any audit or audit request (including assisting the State to obtain certifications or other confirmations required by the State Policies and Rules). The Contractor understands and agrees that the State and its Permitted Auditors shall have access to all Contractor records relating to the Agreement and all Contractor personnel and locations involved in the provision of the Services. The State and its Permitted Auditors shall not have access to or, be given access to: (i) proprietary information concerning or belonging to other Contractor customers; provided, however, if such information is commingled with information belonging to the State or Allwyn, then such information shall be separated and such State or Allwyn owned information shall be made available to the State and Allwyn; (ii) Contractor locations or facilities, or areas within locations or facilities, that are not directly or indirectly involved in, the provision of the Services; and (iii) Contractor's internal costs or pricing model.
- 12.2 The Contractor shall provide the State and its Permitted Auditors with reasonable private workspace in which to perform an audit, plus access to photocopiers, telephones, facsimile machines, computer hook-ups and any other facilities or equipment reasonably requested for the performance of the audit.
- 12.3 The Contractor acknowledges that:
- 12.3.1 The State may engage in unannounced physical or electronic audits, inspections and visitations of the Contractor's locations if legally authorized to do so. These audits may be outside of normal business hours; and
- 12.3.2 If the State determines in good faith that the Contractor is not complying, in all material respects, with the Agreement, then the State may reasonably engage in physical or electronic audits, inspections or visits at the Contractor's locations.

Governmental Audits of the State.

- 13.1 The Contractor acknowledges that the State may be subject to regulation and audit by Governmental Authorities or standards organizations (including the Multi-State Lottery Association and any other applicable organization regulating Multi-State Lottery Games or any other applicable multi-state lottery association) under applicable State Policies and Rules or contract provisions. In the event that a Governmental Authority or standards organization (including the Multi-State Lottery Association and any other applicable organization regulating Multi-State Lottery Games or any other applicable multi-state lottery association) exercises its right to examine or audit the State's books, records, documents or accounting practices and procedures pursuant to such State Policies and Rules or contract provisions, the Contractor shall provide all assistance reasonably requested by the State or such Governmental Authority or standards organization in responding to such audits or requests for information (including allowing the State to conduct an audit), and shall

do so in an expeditious manner to facilitate the prompt closure of such audit or request.

- 13.2 In the event that an audit by a Governmental Authority other than the State or by a standards organization having jurisdiction over the State or Allwyn results in a finding that the Contractor is not in compliance with any applicable Regulatory Requirement, the Contractor shall, at its own expense and within a commercially reasonable time period, specified by such auditor (or if no such specification, as agreed in writing by the parties), address and resolve the Regulatory Requirement deficiencies identified by such Governmental Authority or standards organization.

14. Ethics and Integrity

The Contractor acknowledges that it is obligated to meet high standards for ethics and integrity under this Agreement. Contractor covenants to Allwyn that it shall not (a) take any action in the performance of this Agreement to create an unfair, unethical, or illegal competitive advantage for itself, its Affiliates or others or (b) have any financial or personal interests relating to the Lottery (other than this Agreement) without the explicit written consent of Allwyn.

15. Ownership

The Contractor shall within thirty (30) days prior to any proposed Change in Control of the Contractor (i) inform Allwyn of such proposed Change in Control of the Contractor and any other transfer, sale, assignment, gift, pledge or exchange of any economic interest, voting interest or other equity interest of Subcontractor by amending, modifying or supplementing any ownership disclosure form prescribed by the State or Allwyn (the “**Ownership Disclosure Form**”) whenever necessary to ensure that the information on any previously delivered Ownership Disclosure Form is true and accurate in all material respects, (ii) provide to Allwyn the proposed amended, modified or supplemented Ownership Disclosure Form and (iii) provide to Allwyn such other information as may be reasonably requested in connection with such Change in Control of the Contractor. The Contractor shall not effect any Change in Control of the Contractor if such Change in Control is expressly prohibited by any applicable State Policies and Rules. In the event a Change in Control of the Contractor occurs in breach of this Section 15, the Contractor shall have sixty (60) days to cure such breach.

16. Compliance with State Policies and Rules and Regulatory Requirements

Upon the State’s or Allwyn’s request, Subcontractor shall furnish to the State written certification that Subcontractor is in compliance with all State Policies and Rules and Regulatory Requirements (including those non-discrimination Regulatory Requirements applicable to private sector employers) applicable to it.

17. Material Misstatement

The Contractor represents and warrants to Allwyn that none of the reports, financial statements, certificates or other written information furnished by or on behalf of the Contractor or, to the knowledge of the Contractor, in connection with this Agreement, the Services or the Lottery, contains any material misstatement of fact.

18. Assignment

The Contractor acknowledges that, if reasonably requested by the State as part of the disentanglement of Allwyn, it shall at no charge grant the State, its Affiliates, another designated State of Illinois agency and/or the Replacement Manager of the Lottery the use and benefit of the Agreement. The Contractor shall, upon Allwyn's request, assign the Agreement to the State or the Replacement Manager and shall permit the State, its Affiliates, another designated State of Illinois agency and/or the Replacement Manager to assume prospectively the Agreement or enter into new contracts with the State, its Affiliates, another designated State of Illinois agency and/or the Replacement Manager on substantially the same terms and conditions, including price. There shall be no charge or fee imposed on any party for any such assumption of a contract. The Contractor shall: (a) represent and warrant that it is not in default under the Agreement and any subcontracts and third party contracts; (b) represent and warrant that all payments thereunder through the date of assignment are current; and (c) notify the State in writing of any default with respect to the Agreement and third party contracts of which it is aware at the time.

19. Indemnification

The Contractor shall indemnify, defend and hold harmless Allwyn against all financial penalties levied by the State that arise directly or indirectly from any acts or omissions of the Contractor.

20. Transfer of Rights and Obligations

20.1 The Contractor agrees that it shall not assign, transfer or delegate or purport to assign, transfer or delegate any of its rights or obligations under the Agreement to any Person without the prior written consent of Allwyn.

20.2 The Contractor shall not be entitled to sub-contract the performance of any of its obligations under the Agreement to any third party without the prior written consent of Allwyn.

21. Subcontractors

21.1 If the Contractor enters into an agreement (a "**Subcontract**") with a third party (a "**Subcontractor**") for the subcontract of the performance of some material part or all of its obligations under the Agreement, then the Contractor shall ensure that any such Subcontract incorporates the provisions of this Schedule, on the same terms, with the effect that all of the provisions which are imposed on the Contractor will flow through to the Subcontractor.

21.2 The Contractor shall ensure that each Subcontract includes provisions obliging the relevant Subcontractor to include a provision in any Subcontract prohibiting the subcontract of the performance of some material part or all of that Subcontractor's obligations without the prior written approval of Allwyn, such approval not to be unreasonably withheld.

22. Termination and renewal

In the event that the PMA expires, is terminated or revoked, then the Agreement shall terminate immediately unless the State or any Replacement Manager elects to assume the Contract. Such termination in itself shall not constitute a breach of the Agreement by any Party to the Agreement and the Contractor shall not be entitled to any payment for damages or otherwise from Allwyn in respect of any termination in accordance with this paragraph.

22.1 Any termination of the Agreement shall not affect any accrued rights or liabilities of any of the Parties nor shall it affect the coming into force or continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

23. Change Clause

23.1 The Parties acknowledge that they have entered into the Agreement on the basis of the PMA, the Operating Standards, the State Policies and Rules and the Regulatory Requirements as at the date of the Agreement. In the event of the State making any changes to the PMA, the Operating Standards, the State Policies and Rules, the Regulatory Requirements or to any description for operations, or imposing any other requirements on Allwyn which result in or necessitate any material change(s) to the nature, scope, specifications, implementation (including the timing of any such implementation), acceptance, testing or certification of any of the goods and/or services to be supplied by the Contractor under the Agreement, Allwyn shall advise the Contractor of this fact in writing and shall advise the Contractor of any necessary changes to the Agreement, including this Schedule ("**Change Proposal**"). After consulting with the Contractor, Allwyn may then, acting in its absolute discretion, order the Contractor to implement such Change Proposal ("**Change Order**") irrespective of whether the cost of implementation has been agreed.

23.2 The Contractor shall promptly implement any Change Order issued by Allwyn in accordance with clause 23.1 above.

23.3 Allwyn shall pay the Contractor any additional costs as are reasonably and properly incurred by the Contractor (other than those arising as a result of the termination required by the State of any Subcontract as a result of a Change Order).

23.4 In the event that the Contractor and Allwyn fail to agree on the costs of any Change Order, the matter may be referred at any time by either party to an expert whose decision shall be final and binding. The expert shall be appointed by agreement between the parties. The terms of appointment of the expert shall include the right to make an award of costs as he or she considers to be just and equitable. The Parties hereby undertake to supply the expert with all such assistance, documents and information as the expert may reasonably require for the purpose of such expert's determination. The Parties do not intend the reference to an expert to constitute an arbitration within the scope of any arbitration legislation and agree that the expert's decision is not a quasi-judicial procedure and that the Parties shall have no right of appeal against the expert's decision.

23.5 Any Change Order shall vary the provisions of the Agreement which shall otherwise continue unamended and in full force and effect.

23.6 The provisions of this clause 23 shall be without prejudice to any liability of any party arising from any breach of the Agreement by such party prior to any Change Order.

24. Conflict

In the event of a conflict between the provisions of this Schedule and the Agreement, the provisions of this Schedule shall prevail.

25. Conditionality

The Agreement is conditional upon any approval of the State for the Contractor that may be required in accordance with the PMA. For the purpose of obtaining such approval, the Contractor shall promptly provide such declarations as the State may require.

26. Definitions and Interpretation in this Schedule:

“Affiliate” means any Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified.

“Agreement” means the agreement to which this Schedule is attached.

“Allwyn” means Allwyn Illinois LLC.

“Analytics Data” means data gathered, originated, prepared, obtained, received, computed, developed, or stored by or on behalf of Allwyn which relates to or is used in connection with Allwyn’s proprietary analysis of the operation of the services including performance of technology, advertising effectiveness, consumer behavior, and trend analysis. “Analytics Data” may include information derived from or combined with Lottery Data provided that any such data contains no State Personal Data and is used only in anonymized and aggregated form.

“Anti-Corruption Laws” mean all laws, rules, and regulations of any jurisdiction applicable to Allwyn or any of its Affiliates from time to time concerning or relating to bribery or corruption.

“Central Gaming System” means the comprehensive gaming system that includes software, hardware and service elements that support the gaming environment in the State of Illinois.

“Change in Control” means: (a) any transaction or combination of transactions as a result of which a Person that presently is in Control of a party ceases to be in Control of such party; (b) the sale, transfer, assignment, gift, pledge, exchange or other disposition, directly or indirectly, by operation of law or otherwise (including disposition in full or partial dissolution) to a Person of fifty percent (50%) or more of the beneficial ownership (as defined in Rule 13(d) of the Securities Exchange Act of 1934) of the voting, economic or other equity interest of a party, or of the assets of such party that constitute a substantial or material business segment of such party; or (c) with respect to the Contractor, the unit, division or operating group of the Contractor that is responsible for providing the Services is sold or transferred, directly or indirectly, to a Person or otherwise experiences a change in Control.

“Competitor of Manager” means IGT Global Solutions Corporation, Scientific Games International, Inc., Intralot S.A., Novomatic AG, Sugal & Damani Enterprises (P) Ltd., Tatts Group Limited, Pollard Games, Inc., NG International, Ltd., Zeal Network SE, Lottoland Holdings Limited, Jumbo Interactive Limited, and Lotto24 AG, and such other Persons specified by Manager from time to time.

“Confidential Information” means: (a) all information marked confidential, restricted or proprietary by the State and/or Allwyn; and (b) any other information that is treated as confidential by the State and/or Allwyn and would reasonably be understood to be confidential, whether or not so marked. In the case of the State, Confidential Information also shall include the Lottery Data, attorney-client privileged materials, attorney work product, customer lists, customer contracts, customer information and transaction data, rates and pricing, information with respect to competitors, strategic plans, account information, research information, financial/accounting information (including assets, expenditures, mergers, acquisitions, divestitures, billings collections, revenues and finances), IT and personnel information, marketing/sales information, information regarding businesses, plans, operations, Third Party contracts, licenses, internal or external audits, law suits, and regulatory compliance data. In the case of Allwyn, Confidential Information also shall include the Analytics Data (excluding Lottery Data), attorney-client privileged materials, attorney work product, customer lists, customer contracts, customer information and transaction data, rates and pricing, information with respect to competitors, strategic plans, account information, research information, financial/accounting information (including assets, expenditures, mergers, acquisitions, divestitures, billings collections, revenues and finances), IT and personnel information, marketing/sales information, information regarding businesses, plans, operations, Third Party contracts, licenses, internal or external audits, law suits, and regulatory compliance data.

“Contractor” means _____

“Control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities (or other ownership interests), by contract or otherwise. For this purpose, and without limiting the foregoing, any Person that owns more than fifty percent (50%) of the outstanding voting securities of any other Person shall be deemed to Control such other Person.

“Controlled Account” means the deposit account as specified by Manager.

“Employment Laws” means any and all Regulatory Requirements that relate to the employment of individuals, including all applicable provisions of State and Federal laws and regulations pertaining to discrimination against any employee or applicant for employment for any reason, including because of race, color, religion, age, gender, national origin, ancestry, marital status, sexual orientation, military status, physical or mental disability unrelated to ability, order of protection status, unfavorable discharge from military service, sexual or other forms of unlawful harassment and equal employment opportunity, including the Illinois Human Rights Act (775 ILCS 5); the Public Works Employment Discrimination Act (775 ILCS 10); the United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §2000a- §2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); the Americans with Disabilities

Act of 1990 (42 U.S.C., §12101 et seq.); Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

“Governmental Authority” means any federal, state, regional or local legislative, executive, judicial or other governmental board, department, agency, authority, commission, administration, court or other body, or political subdivision thereof (including the State, acting in its governmental capacity), or any official thereof.

“Illinois FOIA” means the Freedom of Information Act (FOIA) (5 ILCS 140).

“Intellectual Property” or **“IP”** means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and registered includes registration, and applications for registration.

“Jointly Administered State Contract” means pre-existing State contracts that the State shall jointly administer with Allwyn.

“Loss Event” means a Loss (or a Loss that is reasonably expected to occur) for which the Contractor is, or is reasonably expected to be, liable under the Agreement.

“Losses” means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

“Lottery” means the Illinois Lottery.

“Lottery Data” means any and all data, in electronic or other form, of any kind or nature that pertains, directly or indirectly, to the Lottery (including, without limitation: all personal data belonging to the State and all records, customer data, technical information, sales and performance data, files, materials, reports, audits, surveys, plans, analyses, charts, literature, brochures, mailings, recordings, correspondence, pictures, drawings, graphic representations, written procedures and documents, memoranda, forms and other such items that may be gathered, originated, prepared, obtained, received, computed, developed, used or stored by the State or any service provider that pertains, directly or indirectly, to the Lottery).

“Operating Standards” means the current policies and procedures that govern the operational provisions for the performance by Allwyn of the services set out in the PMA (as amended, restated, supplemented or otherwise modified from time to time).

“Party” means Allwyn and the Contractor.

“Person” means any individual (including the heirs, beneficiaries, trusts, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association, governmental organization, political sub-division, body politic or other entity.

“Permitted Auditors” means, collectively, (i) the internal and external auditors and regulators of the State, and (ii) other representatives, including customers, clients, vendors, licensees and other third parties, to the extent the State is legally or contractually obligated to submit to audits by such representatives.

“PMA” means the Private Management Agreement, dated October 13 2017, by and between the State and Allwyn under which Allwyn is the private manager for the Lottery.

“Prohibited Consideration” means any direct or indirect payment or other consideration (including, without limitation, any (i) commissions, payments, kickbacks, lavish or extensive entertainment, (ii) pay, remuneration, or gratuity of any value from any Person contracting with, or seeking to contract with, any State party, or (iii) other inducements, in each instance other than such payments and other consideration as are expressly permitted under the PMA (including related Lottery documents), and then only to the extent so permitted thereunder.

“Reasonable Best Efforts” means the with respect to a given goal, the efforts that a reasonable Person would use so as to promptly achieve that goal (including, where reasonably appropriate, promptly exercising all contractual, statutory, and other rights and powers available to it).

“Regulatory Requirements” means all federal, country, state, provincial, regional, territorial, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any Governmental Authority, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections), as the same are promulgated, supplemented and/or amended from time to time, including laws that apply directly or indirectly to the delivery or receipt of services under the PMA.

“Related Documentation” means, with respect to software, the Central Gaming System and other information technology systems, all materials, documentation, specifications, technical manuals, user manuals, flow diagrams, file descriptions and other written information that describe the function and use of such software, the Central Gaming System and other information technology systems.

“Replacement Manager” means the State, its Affiliate, a State agency or any replacement provider designated by the State to manage the Lottery.

“Service Level” means a service level requirement and the standard for performance for particular services, as set out in Appendix 1.

“State” means the State of Illinois, acting through the Department of the Lottery

“State Intellectual Property” means, collectively: (a) the Intellectual Property that is (i) owned, acquired, created, developed or invented by or on behalf of the State prior to or after the date the PMA is executed, including any lottery trademarks, or (ii) licensed, leased or otherwise made available to the State from a third party prior to or after the date the PMA is executed; (b) State New Intellectual Property; and (c) Work Product.

“State New Intellectual Property” means any modifications and enhancements to, and derivatives of, State Intellectual Property created, developed or invented by or on behalf of

the State, including all modifications and enhancements to, and derivatives of, Work Product; in each case excluding any Intellectual Property owned by Allwyn.

“State Policies and Rules” means (a) the standards, policies, practices, processes, procedures, controls and rules of the State publicly available or delivered to Allwyn regarding confidentiality, security, record retention, safety and health and personal, professional and ethical conduct applicable to the provision of the Services and (b) all Regulatory Requirements, policies, and rules applicable to the provision of the Services, and all additions and modifications to each of subsections (a) and (b).

“Third Party” means a Person other than the Parties and an Affiliate of Allwyn.

“Work Product” means any Intellectual Property commissioned specifically by the State for development pursuant to the PMA, any modifications or enhancements to State Intellectual Property, and any trademarks or other Intellectual Property relating to the identity of the Lottery; provided, however, that Work Product excludes any Intellectual Property owned by Allwyn.

Appendix 1 – Service Levels

Service Level	Service Level Credits
LOTTERY SYSTEM	
<p><u>Lottery System Down</u></p> <p>Manager will ensure that neither the Central Gaming System(s) nor the iLottery System (each, a “Lottery System” or, collectively, the “Lottery Systems”) is Down for more than three (3) minutes during the operational hours for ticket sales or validation on any day.</p> <p>As used herein, a Lottery System shall be considered “Down” if, other than as the result of any user error or failure of any a third party (other than Manager, any Affiliate of Manager or any Subcontractor) system (e.g., retail communications network providers or Data Center WAN links): (i) Lottery Tickets cannot be entered, printed and sold, canceled (pursuant to permitted conditions), or validated from every installed and operational terminal or active iLottery account, during the operational sales period each day or (ii) the Lottery System cannot process requests and/or accept any connections. For the avoidance of doubt, a Lottery System shall not be considered “Down” during the period in which the Lottery System is inoperative for the scheduled end of day processing window that is typically two (2) hours in length and occurs between 1 A.M. and 5 A.M.</p> <p><u>Lottery System Degraded Performance</u></p> <p>Manager will ensure that a Lottery System is not Degraded for more than ten (10) minutes, as determined on an aggregate basis, during the operational hours for ticket sales or validation on any day.</p> <p>For example, if the Central Gaming System processes transactions from less than ninety-six percent (96%) of the installed and operational Lottery Terminals for five (5) minutes of each hour of an eight (8) hour day, then the Lottery System will be degraded for forty (40) minutes during such day.</p>	<p>If a Lottery System is Down or Degraded in violation of an applicable Service Level, the State may assess Service Level Credits.</p> <p>For example, if any Lottery System is Down or Degraded for three (3) minutes in the morning of a day and then five (5) minutes in the afternoon of a day, then the Lottery System will be Down or Degraded for eight (8) minutes for such day for purposes of determining Estimated Lost Net Income.</p> <p>If a Lottery System is Down or Degraded in violation of an applicable Service Level due entirely to an issue within a third party (other than Manager, any Affiliate of Manager or any Subcontractor) retail communications network or Data Center WAN links, then in lieu of payment of any applicable Service Level Credits otherwise payable, Manager shall pay to the State all amounts recovered by Manager from the applicable Subcontractor.</p> <p>If a Lottery System is Down or Degraded in violation of an applicable Service Level due to any reason other than the networks, then Service Level Credits shall equate to Estimated Lost Net Income.</p> <p>The total time during which a Lottery System is Down or Degraded will be calculated as the sum of all time during which the systems are Down or Degraded.</p>

As used herein, a Lottery System shall be considered "Degraded" if, other than as the result of any user error or failure of any third party (other than Manager, any Affiliate of Manager or any Subcontractor) system (e.g., retail communications network providers or Data Center WAN links):

For Central Gaming Systems:

- i. The Central Gaming System processes transactions from less than ninety-six percent (96%) of the installed and operational Lottery Terminals;
- ii. The Central Gaming System processes transactions from all installed and operational Lottery Terminals, but not for all gaming products and Lottery Retailer-related activities (e.g., the gaming host systems do not allow sales, cashes, or cancellations for on-line games, or do not support activations, disabling, or settlements for instant tickets);
- iii. Transactions do not log to at least two (2) geographically separated Lottery Systems, and to the Internal Control System;
- iv. Critical functions of Central Gaming System management and administration cannot be conducted by the management workstations at the normally scheduled day and time (e.g., file transfers to the State);
- v. Instant ticket inventory management (e.g., the ability to receive, order, pack, and ship instant tickets in a manner concordant with production schedules) is compromised;
- vi. During a defined promotion period the Central Gaming System cannot issue tickets or conduct transactions to support an intended promotion (per promotion specifications); or
- vii. Network and/or central lottery system monitoring identifies (a) a drop in sales per minute, as a result of network performance, of more than twenty-five percent (25%) compared to the previous five (5) minute period or in the time period just after a draw close, or (b) a drop of twenty-five (25%) compared to the same time period in the previous trading week. Additionally under test environments Lottery

Terminals take in excess of two (2) seconds to process a Lottery Ticket, measured as the 'send to cut' time.

For iLottery Systems:

If, other than as the result of any user error or failure of any third party (other than Manager, any Affiliate of Manager or any Subcontractor) system (e.g., Internet service providers, geolocation or banking systems):

The iLottery System suffers a period in excess of two (2) consecutive minutes where less than ninety-five (95%) of all plays complete within one (1) second or any single play fails to complete within five (5) seconds, except where Manager can demonstrate, using a Lottery industry credible source, such issue is caused by (1) geolocation checks that validate that play is being performed within Illinois and in some cases could exceed five (5) seconds, (2) user/player error or other circumstances attributable to the user/player, or (3) interruptions (whether partial or total) of the internet as measured using internal and external availability monitors;

The 95th percentile load time of key revenue driving web pages (for example pages that include registration, adding cards, loading funds, and ticket purchases; note that Manager will ensure that the site is designed and optimized to improve performance in such key areas) exceeds four (4) seconds, as measured by internal and external availability monitors from within the State of Illinois, except where Manager can demonstrate, using a Lottery industry credible source, such issue is caused by (1) user/player error or other circumstances attributable to the user/player or (2) interruptions (whether partial or total) of the internet as measured using internal and external availability monitors;

The player is unable to register and/or the iLottery System is unable to process registrations for more than two (2) consecutive minutes; or

<p>The iLottery System is unable to process a purchase for more than two (2) consecutive minutes, where the issue is not caused by an external factor/dependent system e.g. the Lottery System.</p>	
<p><u>Unauthorized System Access and Modification</u></p> <p>Manager shall ensure that Lottery System access is appropriate and as authorized. Personnel who are not authorized shall not access, modify, or otherwise manipulate Lottery System data, hardware or software. The Lottery may assess a Service Level Credit as a result in addition to any other damages that may occur as a result of such unauthorized access or modification. An “Incident” is each act of access, modification, or interference of a Lottery System’s data, hardware or software by an unauthorized Person.</p> <p>Manager shall ensure that Lottery System modifications are authorized in accordance with approved configuration management procedures. As used herein, “modification” does not include the replacement of a System component with an essentially similar working component in the event of necessary maintenance. If a Lottery System is modified without proper authorization, the State or the Lottery may require that the modification be removed and the Lottery System restored to its previous operating state at the Manager’s expense. Further, the Lottery may assess a Service Level Credit.</p> <p>Manager shall notify the State of any changes to the systems, and/or unscheduled deployment delays, that have not followed the agreed Change Management process, except in the case of Emergency Releases where retrospective permission was granted</p>	<p>The State may assess Manager a Service Level Credit of up to \$10,000 per Incident in addition to any other Losses that may occur as a result of such unauthorized access or modification; provided, however, that the aggregate Service Level Credits for any series of coordinated Incidents during a twelve (12) consecutive month period shall in no event exceed \$100,000.</p>

<p>Planned outages will be communicated by Manager to the State at least forty-eight (48) hours in advance and shall not be included within any outage reporting or availability calculation</p> <p>Emergency Releases and associated outages will follow a special route to be agreed by Manager and the State and shall not be included within any outage reporting or availability calculation</p> <p>In order to release software, software must meet the defined defect criteria threshold, as documented and agreed in the Test Strategy artifact. The State will be informed of all impending releases through the defined and agreed Release Management process.</p>	
<p><u>Inadequate System Modification and Testing</u></p> <p>Manager shall ensure that all Lottery System releases shall meet their specification standards as designed and approved, and proven through adequate testing. Additionally, Manager shall ensure that the deployment process is executed in accordance with the approved implementation plan and defect criteria thresholds.</p> <p>For Lottery System releases that have an impact on net income, should any system downtime or degraded performance be caused as a result of Manager’s failure to meet Lottery System requirements as defined per the specification standards, testing plans or adherence to agreed implementation plans, then a Service Level Credit may be assessed.</p>	<p>The State may assess a Service Level Credit equal to all substantiated costs incurred by the Lottery directly related to the erroneous release (whether incurred prior to or after corrective actions are taken), provided, that the substantiated (x) internal costs incurred by the Lottery directly related to the erroneous release (whether incurred prior to or after corrective actions are taken) shall in no event exceed \$50,000, and (y) external costs incurred by the Lottery directly related to the erroneous release shall in no event exceed \$25,000.</p>
<p><u>System Modification Delay</u></p> <p>Manager shall ensure that Lottery System modifications, game and promotion changes that are reasonably anticipated to have a Material Positive Effect on Net Income are not delayed beyond the agreed upon launch date, unless otherwise agreed by the Parties through the Change in Control process. For each such delay a Service Level Credit may be assessed.</p>	<p>The State may assess Manager a Service Level Credit of \$5,000 for the first partial or full day of delay beyond the agreed upon launch date, plus \$1,000 for each additional partial or full day of delay.</p>

RETAIL	
<p><u>Terminal Downtime and Peripheral Repair</u></p> <p>A - Manager shall ensure that “non-operational” Lottery Terminals are repaired or replaced and operational within twenty-four (24) hours of notification from the Lottery Retailer or from discovery via network monitoring and/or a reported incident or trouble call. A Lottery Terminal is considered “non-operational” if Lottery Tickets cannot be entered, printed and sold or canceled (under permitted conditions) or validations cannot be performed, or the reader and/or scanner cannot process wagers or play slips.</p> <p>B – Manager shall ensure that less critical failures that do not render Lottery Terminals non-operational are repaired or replaced within forty-eight (48) hours of notification from the Lottery Retailer or from discovery via network monitoring and/or a reported incident or trouble call.</p> <p>C - For peripheral and non-terminal devices that do not affect the operation of Lottery Terminals (for example, an out of service jackpot display), Manager shall complete such repair within seventy-two (72) hours from the time of notice by the applicable Lottery Retailer.</p>	<p>In the case of:</p> <p>(A) A “non-operational” Lottery Terminal that has not been repaired or replaced and made operational within twenty-four (24) hours of notification from the Lottery Retailer or from discovery via network monitoring and/or a reported incident or trouble call; or</p> <p>(B) A less critical failure that does not render the Lottery Terminal non-operational has not been repaired or replaced and made operational within forty-eight (48) hours of notification from the Lottery Retailer or from discovery via network monitoring and/or a reported incident or trouble call; or if at any time four percent (4%) or more of all installed and operational Lottery Terminals are unable to sell or validate Lottery Tickets, the State may assess Manager a Service Level Credit of the Estimated Lost Net Income for every Business Minute each such Lottery Terminal remains non-operational.</p> <p>(C) Peripheral and non-terminal devices that do not affect the operation of terminals (for example, an out of service jackpot display), if the required repair is not completed within seventy-two (72) hours of notice from the applicable Lottery Retailer, then such Lottery Terminal shall be considered “non-operational” until such repair is complete.</p>
<p><u>Lottery Retailer Equipment Installation Delays</u></p> <p>Manager shall ensure the installation of fully working Equipment (including but not limited to Lottery Terminals, telecommunications, network, peripheral devices and cabling) at any Lottery Retailer within ten (10) Business Days (except where the applicable Lottery Retailer refuses</p>	<p>The State may assess Manager a Service Level Credit on a per Retailer location basis of \$250 for each day, in excess of ten (10) Business Days from the date a request for approved new Equipment installation is</p>

<p>an installation) from the date a request for a new Equipment installation is made by a retailer who has completed the required process and is approved by the Illinois Lottery to become a new retailer. Provided however, for Vending Terminals, the ten (10) Business Days shall be increased to twenty- (20) Business Days.</p>	<p>made, that the Equipment is not installed and operable at a specified Retailer location (except where the Lottery Retailer refuses in writing an installation).</p>
<p>SECURITY</p>	
<p><u>Physical Security</u></p> <p>Manager must implement stringent security measures to prevent unauthorized entry and activity at the site(s) of its Large Subcontractors as appropriate, as well as support any applicable federal and local fire and safety regulations (a “Physical Security Breach”). At a minimum the program must (the “Physical Security Requirements”):</p> <ul style="list-style-type: none"> i. Prevent unauthorized Persons from accessing the facilities; ii. Provide a record of all entries and exits from each facility; iii. Include access control and an intrusion system at each site; and iv. Provide a system to monitor all activities at entrances/exits and all other high security/sensitive areas. 	<p>The State may assess Manager a Service Level Credit of \$10,000 per incident of Physical Security Breach due to Manager's failure to maintain Physical Security Requirements.</p>
<p><u>Data Security</u></p> <p>The systems provided by Manager and its Large Subcontractors must adhere to the data protection requirements set forth in the Agreement, including those set forth in the Operating Standards (the “Data Security Requirements”). Any intrusion or attack on Lottery data which results in unauthorized access to or disclosure of Lottery data shall be a “Data Security Breach”.</p>	<p>The State may assess Manager a Service Level Credit of \$10,000 per Incident or series of coordinated Incidents during a twelve (12) consecutive month period of Data Security Breach due to Manager's failure to maintain Data Security Requirements. Manager will also be expected to facilitate and pay for all Losses associated with the breach, including but not limited to, notifying players, offering credit monitoring services, etc. and complying with the provisions of the State’s Cyber Security Policy, Identity Protection Act, Personal Information Protection Act and the Lottery’s Data Breach Notification Policy (including any updates and amendments</p>

	thereof as well as successor legislation and policies thereto).
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DEFINED TERMS FOR PURPOSES OF THIS APPENDIX 1

As used in this Appendix 1, the following terms have the following meanings:

Estimated Lost Net Income

Will be calculated based on the product of (1) and (2) and adjusted if necessary in line with (3):

- (1) The number of Business Minutes in excess of three (3) Business Minutes a Lottery System is Down or Degraded during daily operational hours for sales or validations
- (2) Net income from a similar and representative time period during the previous twelve (12) months, meaning the same time of day, day of week and with similar Draw Games' jackpot amounts.
- (3) In the case of Degraded performance, the output from multiplying (1) and (2) above will be reduced by an amount determined by the net income achieved during the time period (1)

"Average Daily Net Income per Business Minute" means the Average Daily Net Income divided by Business Minutes per day.

"Business Minute" means a minute Lottery Tickets are available for sale between the hours of 6 A.M. and 11 P.M.

"Communication Network" means a mechanism and/or transport medium that enables inter-site connections, games management terminal connections, data center local area networks and the retailer network.

"Estimated Lost Terminal Net Income" is calculated when (i) "non-operational" Lottery Terminals are not repaired or replaced and operational within twenty-four (24) hours ("**Grace Period**") and is defined as the product of (x) the number of Down Business Minutes per Lottery Terminal (only for those affected Lottery Terminals and not all Lottery Terminals) in excess of the Grace Period and (y) the Average Daily Net Income per Business Minute per Lottery Terminal or (ii) four percent (4%) or more of the Lottery Terminals are unable to sell or validate Lottery Tickets and is defined as the product of (x) the number of Down Business Minutes per Lottery Terminal (only for those affected Lottery Terminals and not all Lottery Terminals) and (y) the Average Daily Net Income per Business Minute per Lottery Terminal.

"Lottery Terminal" means the Lottery Retailer terminal and lottery ticket printer, and check writing equipment provided by Manager.

Any player account which is owned or controlled by a player prohibited by Section 4.1.5 of the Operating Standards from purchasing a Lottery Ticket, playing a game or claiming a Prize shall be excluded from the calculation of any Service Level threshold or Service Level Credit.



**Design and Construction
Standard Operating
Procedures**

Concessions Projects (C-SOP)

O'Hare International Airport
Midway International Airport

Chicago Department of Aviation
Revised June, 2020

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Definitions

In addition to the terms defined elsewhere, the following words, phrases, when capitalized, have the following meanings:

“Airport” refers to O’Hare International Airport (ORD) and/or Midway International Airport (MDW).

“Airport Concession Program Handbook” refers to the manual created by CDA to coordinate operations of the Concession location with the CDA, including inspections, daily operations, and construction.

“As-Built Drawings” refers to the drawings that document on-site changes to the original construction documents. The initial plan markups are submitted by the General Contractor to the Architect of Record for submission to CDA. These drawings are required by Chicago Department of Aviation as part of the close out documentation package.

“Business Day” refers to a measurement of time that typically is a day in which normal business is conducted Monday through Friday; excluding Saturday, Sunday and City of Chicago holidays for all documentation and design submittals.

“Chicago Department of Aviation” (CDA) refers to the managing entity for the Airports on behalf of the City of Chicago.

“CDA CAD / BIM Standards” refers to the standards created by the Chicago Department of Aviation describing requirements for drawings

“CDA’s Coordinating Architect of Design and Construction” refers to the designee appointed by the CDA to oversee the design creation and review process. This entity may also be involved in the review of the construction process to ensure coordination with the design.

“CDA Concessions” (CDA-C) refers to the department within CDA responsible for the oversight of the concessions program or it’s Concessions Management Representative (CMR)

“CDA Point of Contact” (CDA POC) refers to a designee assigned by CDA to oversee the development of the construction project on behalf of CDA.

“CDA Project Number” refers to the CDA project identification number that is required to be included on all correspondence and applications submitted throughout the design and construction process.

“CDA Construction Safety Manual” refers to the manual, as amended from time to time, created by The City of Chicago, to incorporate health and safety regulations as the responsibility of the Contractor working on airport premises. See **Exhibit D.5**

“CDA Safety” refers to any party working for, or on behalf of, the CDA in regard to safety, security, or similar airport operations.

“Chicago Department of Public Health” (CDPH) refers to the City of Chicago entity responsible for enforcing Chicago Health Codes, by performing inspections and administering permits. **“Concessionaire”** refers to the leaseholder or tenant in the business of selling products or services to the public at the Airport.

“Concessionaire Point of Contact” (Concessionaire POC) refers to any party working on behalf of a concessionaire; which will include architects and their engineers and consultants (POC Architect), and the general contractors and their subcontractors (POC Contractor).

“Concessions” refers to non-rental car concession businesses at the Airport selling products or services to the public.

“Concessions Design Guidelines for Midway” refers to the guidelines established by the CDA regarding overall design intent and to provide quality, material, signage, lighting and system standards for concessions development at Chicago Midway International Airport (MDW).

“Concessions Design Guidelines for O’Hare” refers to the guidelines established by the CDA regarding overall design intent and to provide quality, material, signage, lighting and system standards for concessions development at Chicago O’Hare International Airport (ORD).

“Concessions Management Representative” (CMR) refers to the entity or entities retained by the CDA to assist in overseeing Concessions, including construction of Improvements at the airport.

“Construction Services” refers to the portion of the project involving construction, including but not limited to trade labor, material purchase, equipment purchase, tool or equipment rentals, support services such as safety monitoring, clean up labor, delivery costs, taxes, etc. that directly results in a code compliant concession location.

“Department of Buildings” refers to the City of Chicago entities responsible for enforcing Chicago Building Codes, by performing inspections and administering permits including the Ventilation Department, Electrical Department, Plumbing Department, and New Construction Department.

“Design and Construction Standard Operating Procedures; Concessions Projects” (C-SOP) refers to the guidelines established by CDA and CDA Concessions as the process by which all Concessions projects are reviewed and approved.

“Design Documents” refers to the documents that illustrate and describe the project design by defining scope, relationships, forms, size and appearance of the project with specifications, plans, sections, elevations, perspectives, typical sectional details, diagrams and equipment layouts.

“Liquor License” refers to the City of Chicago entity responsible to enforce the Chicago Liquor Licensure by performing inspections and administering permits.

“Pre-Construction Meeting” refers to the mandatory meeting held prior to project construction.

“Project’s Digital Design Coordinator” (DDC) refers to the Concessionaire’s architect’s and engineer’s point of contact for document exchange. Multiple members of the design team may have password access, but only the DDC should contact the CDA POC if follow up coordination is required.

“Project Initiation Letter” (PIL) refers to the concessionaire’s formal letter submittal to CDA Design and Construction requesting a CDA Project Number. The Project Initiation Letter should clearly define the project and scope. Please refer to **Exhibit A** for a list of items to be included in the PIL.

“Professional Services” refers to the portion of the project involving design, coordination, or post-construction work including but not limited to design, code review, project or program coordination, etc. that is associated with, but not necessarily required for the concession location. Note that work performed by an employee of the Concessionaire does not count as Professional Services.

“Retail Management System” (RMS) refers to the CDA’s secure concessions portal, AirportWare™ Software Suite, for Capital Program Management, Lease Management, Aviation Statistics, and Facilities Inspection.

“Review Comments Form” refers to the CDA template used to document all reviewing parties’ comments regarding the drawing submittal.

“Review and Conditions Letter” refers to the document that is issued by CDA and used at all submittals throughout the drawing review process as a communication and response tool between review parties and the Concessionaire.

“The Sustainable Airport Manual (SAM™)” refers to the manual created by CDA to incorporate and track sustainability in administrative procedures, planning, design and construction, operations and maintenance, and concessions and tenants with minimal impact to project schedules or budgets.

Introduction

O'Hare and Midway International Airports are owned by the City of Chicago and operated by the Chicago Department of Aviation (CDA). As a department within the City of Chicago, CDA is responsible for the management of the Airports, including the concessions program, and accordingly CDA reserves the right to review and approve the construction or modification of any Concession on Airport property.

For O'Hare International Airport official addresses and site map refer to:

- **Exhibit 1:** O'Hare International Airport Official Addresses and Site Map(s)

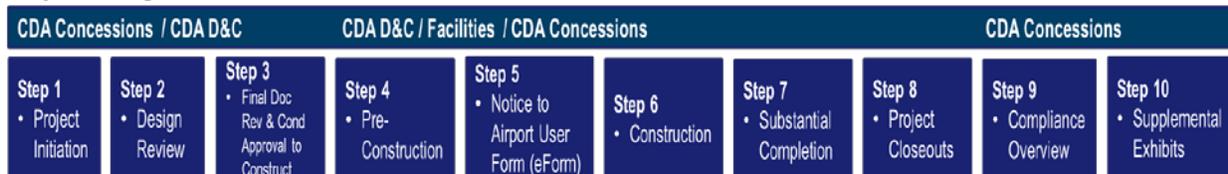
For Midway International Airport official addresses and site map refer to:

- **Exhibit 2:** Midway International Airport Official Addresses and Site Map

The procedures, submission requirements, and deadlines set forth in this C-SOP document are mandatory and may only be waived in unique circumstances upon written approval by CDA Concessions. CDA reserves the right to modify the requirements at any time.

The Concessionaire shall provide evidence of professional services throughout all stages of work. All project documentation shall be prepared, signed, and stamped by a licensed design professional. Throughout the design process the Concessionaire is to utilize the most sustainable design practices in the industry with reference to the Sustainable Airport Manual (SAM™) to the extent dictated in the **Concessionaire's signed Lease and License Agreement**. The CDA, through its Design and Construction Division & CDA Concessions, reviews, oversees, and approves design and work for all new construction, renovation, and remodeling projects at the Airports.

Project oversight varies based on milestones



Development and Design Process Overview

The concept development and design process has been established to provide a systematic and organized process by which a concessions concept and design are reviewed and approved by CDA Concessions. It should be noted that field verification is mandatory for all projects.

STEP 1.0: Project Initiation

1.1: Concept Proposal and Design Presentation

In order to begin a remodel project, store renovation or concept change, CDA Concessions must approve the proposed project and/or concept. The Concessionaire's concept design should include spatial relationships or models as necessary to describe the image and function of the project for CDA's review. CDA Concessions will be available to assist with the presentation scheduling.

The Concessionaire must provide the following items at the Conceptual Design presentation:

- 1) Site Plan
- 2) Concept plan
- 3) Proposed terminal, concourse and requested square footage,
- 4) The existing to remain or newly proposed lease line
- 5) Design perspectives / renderings (illustrative images)
- 6) Design plans / elevations
- 7) Proposed materials / finish board (to be mailed to the address below)
- 8) Preliminary overall project schedule
- 9) Preliminary construction budget
- 10) Sample menu

The concepts documents should be submitted via email to:

O'Hare International Airport Contacts

Chicago Department of Aviation
Aviation Administration Building
Attn: Deputy Commissioner Concessions
10510 West Zemke Rd.
Chicago, IL 60666
Email: ordretailconstruction@cityofchicago.org

Midway International Airport Contacts

Chicago Department of Aviation
Aviation Administration Building
Attn: Deputy Commissioner Concessions
10510 West Zemke Rd.
Chicago, IL 60666
Email: mdwretailconstruction@cityofchicago.org

These items will be reviewed by CDA Concessions for completeness. The Concessionaire will be contacted via email or hard copy letter with review results within ten (10) business days of the Concept presentation with comments and direction regarding items that need revisions or enhancements, and that should be addressed before the Concessionaire moves forward to submit a Project Initiation Letter.

1.2: Project Initiation Letter

When CDA Concessions issues written approval for the conceptual design, the Concessionaire shall submit to CDA's Coordinating Architect of Design and Construction, a Project Initiation Letter (PIL) on Concessionaire's or Concessionaire's Architect's letterhead. Within ten (10) business days of receiving the PIL, CDA will send a "Response to Project Initiation Letter" to the Concessionaire with comments and direction regarding the required number of and completion level of design submittals, along with the assigned CDA Project Number which must be included on all future project correspondence and submittals including permits.

CDA's Coordinating Architect of Design and Construction will determine if the scope of work requires a CDA Project Number as well as a full design and construction review. At that time, it is also determined if compliance with the SAM™ is required. Not all projects will be assigned a CDA Project Number or must be SAM™ compliant. Based on the construction scope and duration, some projects may be eligible to proceed through CDA's eForm system (for more information on eForms see **Step 5**). All Concessionaire questions, concerns, or requests for information or project coordination should be directed to the CDA POC.

For a list of required documentation to include in the PIL refer to:

- **Exhibit A:** Project Initiation Letter Submittal Check List

Please refer to **Step 1.1** for where O'Hare and Midway Pre-Construction Submittals should be sent.

Once the PIL has been received and acknowledged, the project owner and/or representative is responsible and required to provide the following project documentation and electronic documentation to the CDA Concessions POC:

- Project written reports pertaining to all Design Reviews, Pre-Construction, Construction and Post-Construction updates e-mailed to the CDA POC as requested. The project owner and/or representative is to ensure all project meetings be attended by a project representative. Please refer to **Step 6.6** for further information.

1.3: Sustainable Airport Manual (SAM™)

The Concessionaire is required to submit a Sustainable Airport Manual (SAM™) Checklist. The Designer will complete and submit a checklist for the SAM™ Terminal Occupants – Design & Construction Chapter (SAM™ TO-DC Credits 1.0 to 6.0) and include all relevant supporting documentation. Be advised that the Terminal Occupants – Operations & Maintenance (CT-OM) checklist is not required for construction projects (all projects would need to submit a checklist). Please refer to link below:

[SAM™ Manual](#)

End of STEP 1

STEP 2.0: Design Review

All projects require review by CDA Concessions. The Concessionaire’s design professional shall perform code review to determine what permits are required. If it is determined that the scope of work does not require permit(s), the design professional shall provide this determination in writing to CDA Concessions. Otherwise, building permits are issued by the Department of Buildings. CDA encourages the Concessionaire to allow ample schedule time to acquire the required building permits. Please note that if a sign construction permit is required, it can only be obtained by a licensed sign contractor. All projects are to conform and comply with all applicable CDA standards.

2.1: Concessionaire and Concessionaire’s Consultants’ Responsibilities

The Concessionaire is ultimately responsible for all work designed, approved and constructed in the Airport by its vendors and consultants.

2.2: Design Overview

The design review process includes design drawing, review, and approval. The project design timeline will vary based on multiple factors, such as scope of work, existing conditions, drawing completeness at time of submittal, and/or as dictated by CDA.

Please note:

- CDA’s design review requires a minimum of fifteen (15) business days.
- Concessionaire’s design professional is allotted thirty (30) business days after receipt of CDA comments to submit the next drawing package.



The Concessionaire will receive a "Review and Conditions Letter" that either approves the submittal with qualifications, "Reviewed as Noted" or a "Revise and Resubmit".

2.3: Design Submittals

The Concessionaire will submit to the CDA's Coordinating Architect of Design and Construction, at the 30%, 60%, 90%, and 100% design completion levels, or other completion level combinations based upon review and completeness of the initial and follow-up submittals. Less complex projects may be approved to deviate from this requirement, which will be addressed in CDA's "Response to Project Initiation Letter".

The Concessionaire is required to prepare and submit architectural and engineering drawings, material samples, specifications, lighting schedule and catalog cuts, display fixture and equipment plans, and other technical data as necessary to create a complete design package. The submittal must be in accordance with General Procedures and as described in the Concession Lease and License Agreement.

- 1) The design drawing documents shall be prepared by design professionals licensed to practice in the State of Illinois.
- 2) Particular attention should be given to the non-combustible classification of the building, related flame spread ratings and smoke development classification of materials. Documentation should demonstrate compliance with these requirements.
- 3) Concessionaire documentation for all submissions shall be provided in imperial measurement at the following suggested minimum scales:
 - a) Key plans; $1/32" = 1'-0"$, with the location of the space clearly identified by the column line designation.
 - b) Floor plans, reflected ceiling plans, merchandising plans, interior elevations, sections and related details; $1/4" = 1'-0"$.
 - c) Passenger traffic flow diagrams (queuing) and adjacency plans at $1/8" = 1'-0"$.
 - d) Storefronts, signage, logos and lettering, in elevation, section or detail; $1/2" = 1'-0"$.
 - e) Sample boards identifying all proposed materials, 11" x 17" panel minimum, include legend.
 - f) Sample boards identifying photos for all proposed furniture and lighting fixtures, 11" x 17" panel minimum, include legend.
 - g) Renderings 11" x 17" or larger for presentation, provide 11" x 17" hand-out copies to be distributed to the attendees.
- 4) All drawings shall be submitted in accordance to CDA CAD / BIM Standards. Electronic submittals will also be accepted in AutoCAD format or the current CDA standard format. A complete set of PDFs is also required as part of each Concessionaire design submission. During design development, at the Concessionaire's request, CDA will make available known as-built files.
- 5) Concessionaire and design team to relay existing condition findings to CDA Facilities for review and approval before submitting the 30% design submittal. An in-person meeting maybe required. The CDA POC will help facilitate a meeting date and time.

2.4: Concessionaire and CDA Signage

Sign design documents must be submitted for review and approval by CDA separate from the phase submittals. Each project must include an illuminated storefront sign. Where it is applicable a blade sign may also be included. Design documents for the signage must express the image, location, specifications, materials, and dimensions. All signage, with or without electrical components, require a sign permit from the Department of Buildings; which can only be obtained by a licensed sign contractor.

The Concessionaire must inform the CDA Concessions POC if the project requires airport owned signage removal or modification. A walk through with CDA Concessions will be scheduled to ensure adequate time will be allotted for the required airport owned sign work to occur during the construction phase. Any CDA signage needing to be removed or relocated within the project area must be performed by CDA. If CDA signage is located within the project area, the Concessionaire must include specifications in the construction documents, detailing steps to be taken by the contractor to adequately protect all CDA signage to ensure it is not damaged during construction.

2.5: Review Comments

CDA's Coordinating Architect of Design and Construction will distribute a blank "Review Comments Form" form to the appropriate review team. This document will be distributed as an Excel Workbook file and will only be used by the reviewer for their comments. After all comments have been made, each reviewer will send back their comments to the CDA's Coordinating Architect of Design and Construction.

The designer is to provide written line item responses to all comments in the workbook file. This process will repeat for each review phase, as designated in the CDA's "Response to Project Initiation Letter".

Please refer to:

- **Exhibit B:** Submittal Review Comments Form Concessions

2.6: Response to Comments

The Concessionaire is required to respond to all review comments listed on the Review Comments Form, as well as any issues identified in the "Review and Conditions Letter". The spreadsheet column titled "Concessionaire Response" must be completed and accompany the preceding design submittal. Failure to do so will affect the design review process timeline. Concessionaire must respond to **all** review comments, in writing and submit within or no less than three (3) business days prior to the request for a Pre-Construction Meeting.

2.7: Requests for Information

Concessionaire questions, concerns or requests for information or project coordination should be directed to the CDA Concessions POC.

2.8: Requests for As-Built Drawings

The Concessionaire, their architect and/or engineer may submit an as-built drawing request from CDA for use in their design. Use the link below "Document Request Form" and submit it to the CDA for approval. As-built drawings will not be available until the form is signed by CDA. The Concessionaire, their architect and/or engineer will be notified by the CDA if and when the drawings are available. Please refer to:

- **Exhibit B.1:** [CDA Standard Electronic Document Request Form](#)

2.9: Requests for CDA Design Standards Variance

The Concessionaire, their architect and/or engineer may submit a request for a variance to the CDA Design Standards. Use the link below to access the "Designer's Request for CDA Design Standards Variance" form. The variance must be reviewed and approved by CDA Design and Construction. Please refer to:

- **Exhibit B.2:** [Designer's Request For CDA Design Standards Variance Form](#)

2.10: 30% Schematic Design (SD) Submittal

The 30% SD submittal illustrates further development of the Concessionaire's design concept. The 30% SD should respond to the feedback given during the Concept Design Presentation and include, at a minimum, more definitive spatial relationships, updated perspectives, plans, elevations, sections, and overall dimensions and other illustrative materials critical to describing the development of the project.

Work required outside the Concessionaire's lease/license line should be clearly identified on all drawings and communicated directly to the CDA POC. Designs must also specify affected Airport base building structure or utilities, including but not limited to: advertising space, public telephones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, signage, public address speakers, mechanical, electrical, plumbing, fire protection equipment, etc.

For a detailed list of **30% SD Submittal** refer to:

- **Exhibit C: 30% Schematic Design (SD) Submittal Check List**

2.11: CDA Review and Response to 30% SD Submittal

The CDA will provide a "Review and Conditions Letter" as well as a Review Comments Form (see **Steps 2.5 and 2.6**), which is used for all submittals throughout the design review process between CDA review parties and the Concessionaire's architect or design professional.

The letter will include the following information:

- 1) Identify the project status as "Reviewed as Noted" or "Revise and Resubmit".
- 2) Provide comments and direction regarding the proposed scope of work and design submittals.
- 3) If applicable, display the assigned CDA Project Number.
- 4) Determine if the project will require (SAM™) compliance.

2.12: 60% Design Development (DD) Submittal

The 60% DD drawings further enhance the previous submittals and should include: architectural, structural, mechanical, electrical, plumbing, fire protection, and equipment demolition plans as well as MEP existing conditions, floor and reflected ceiling plans, elevations, sections, details, specifications, system diagrams, and structural load calculations. Additionally, this submittal should include meter locations: water, gas and electrical. The 60% DD drawings should convey the full scope of work and all impacts to the Airport base building and adjacent spaces. The Concessionaire, their architect and/or engineer may also be required to attend coordination meetings with CDA to present and clarify the submittal documents.

For a detailed list of **60% DD Submittal** refer to:

- **Exhibit C.1: 60% Design Development (DD) Submittal Check List**
- **Exhibit C.2: Electrical Submittal Check List**
- **Exhibit C.3: Mechanical, Fire Protection & Plumbing Submittal Check List**

2.13: Additional Submittals

CDA Concessions or CDA Design and Construction may determine that the proposed design is more complex and will require an intermediate design review, page turn with the CDA, or site walkthrough to confirm all concerns and questions are sufficiently resolved. The CDA will identify in the 60% "Review and Conditions Letter" that an additional submittal is required and will list the reasons for the request before continuing to the next major phase.

The additional submittal(s) must address the issues identified by CDA. The Concessionaire is encouraged to schedule a coordination meeting with CDA to discuss the issues identified. See Step 2.15 for where to send Design submittals via email and hardcopies. All submittals to include the project number and design submittal phase on the email subject line i.e. THXXX.19-00 Concession's Project Name 60% Submission

2.14: Compliance Overview

All Concessionaires are required to comply with the City of Chicago construction compliance rules, city residency requirement and certified payroll requirements. See **Step 9** for more information.

2.15: 90% Construction Document (CD) Submittal

The 90% CD drawings further enhance the previous submittals and should include: specifications, signage details and locations, and additional mechanical, electrical, fire protection, and plumbing details. With the 90% submittal, comments should include minimal outstanding issues that need to be incorporated into the 100% CDs.

For a detailed list of **90% CD Submittal** refer to:

- **Exhibit C.4:** 90 and 100% Construction Document (CD) Submittal Check List

O'Hare International Airport Contacts

CDA Aviation Administration Building
Attn: Coordinating Architect, Design and Construction
10510 West Zemke Rd.
Chicago, IL 60666
cc: ordretailconstruction@cityofchicago.org

Midway International Airport Contacts

CDA Aviation Administration Building
Attn: Coordinating Architect, Design and Construction
10510 West Zemke Rd.
Chicago, IL 60666
cc: mdwretailconstruction@cityofchicago.org

End of STEP 2

STEP 3.0: Final CDA Document Review and Conditional Approval to Construct

3.1: Final CDA Document Submittal

When the documents are 100% complete, the Concessionaire will need to submit the final documents to CDA for review. If approved, CDA will issue a "Review and Conditions Letter" with a "Reviewed as Noted" status to the Concessionaire, and if applicable, a separate letter to the City of Chicago, Department of Buildings, indicating the construction documents have been reviewed and approved, allowing for the start of the permit application process.

For a detailed list of **100% CD Submittal** refer to:

- **Exhibit C.4:** 90 and 100% Construction Document (CD) Submittal Check List

3.2: Pre-Permitting Drawing Set Review and Response

The Concessionaire is required to respond to all review comments listed on the Review Comments Form throughout all design phases. The Concessionaire is to submit a Pre-Permitting Drawing Set for CDA review and approval prior to applying for the project required permits. If any or all review comments have not been incorporated into the Pre-Permitting Drawing Set, the set will not receive approval and/or no construction activities are able to take place until all review comments are incorporated.

3.3: Applying for Permit with the Chicago Department of Buildings

Following approval of 100% CDs, the project is bid and construction contracts are awarded. It is necessary for the awarded contractor to apply for the required permits from the City of Chicago's Department of Buildings, and any other applicable state and federal authority. The Concessionaire must coordinate the method, process and schedule for the permit application submittals as well as coordinate conduction of final inspections. It is the Concessionaire's sole responsibility to follow-up on the permit issuance process. Note, the Description of Work on the permit must include the associated terminal (i.e. Terminal 2), the closest gate (i.e. E4), the project name and, if applicable, CDA project number.

A list of required work permits is located on the Department of Buildings website. Please note that when a sign construction permit is required, it can only be obtained by a licensed sign contractor.

All Chicago Department of Buildings permit applications and submittals are fully electronic and available via the City's online system "E-Plan" at the following website: <https://www.chicago.gov/city/en/depts/bldgs>

3.4: Self-Certification

The Self-Certification Permit Program simplifies the building permit process for eligible residential, business and mercantile and small assembly projects where the Architect of Record takes full responsibility for code compliance. The Department of Buildings plan reviews are eliminated by allowing the Professional of Record to certify that the permit drawings comply with the Chicago Building Code. The Professional of Record must have prepared and sealed the permit drawings, completed DOB's Self-Certification Training Class, and hold an active Self-Certification registration. Structural work cannot be self-certified.

For more information please visit: [Chicago Dept. of Buildings Self Certification Program](#)

End of STEP 3

STEP 4.0: Pre-Construction

4.1: Pre-Construction Meeting

The Concessionaire POC shall request a Pre-Construction Meeting through CDA as directed in the final CDA review comments. All Pre-Construction documents must be compiled, and electronic copies sent to the CDA prior to scheduling the Pre-Construction Meeting. The Pre-Construction Meeting can be scheduled no sooner than three (3) business days after the final pre-construction document is received.

CDA or the CDA POC will schedule a Pre-Construction Meeting and notify the Concessionaire of the meeting time and location. At the Pre-Construction Meeting, the Concessionaire and their representatives should be prepared to answer any questions regarding the required documentation and the proposed construction. If applicable, the General Contractor must provide proof that the barricade graphic has been produced and is ready for installation; the barricade and graphic must be installed within (7) seven business days from the start of construction. The Pre-Construction Meeting will **NOT** take place until MBE/WBE Compliance Plans have been reviewed and accepted by the CDA. Please refer to **Step 9** for more information on compliance.

At the conclusion of the pre-construction meeting, CDA will determine if the documentation and Concessionaire's response to any questions are complete and, if so, CDA will issue a letter authorizing construction to start. Note that an eForm must also be submitted and approved before construction can start. Please refer to **Step 5** for more information on the eForm.

4.2: Pre-Construction Documentation

It is the Concessionaire's POC's responsibility to compile and submit the required documentation in a timely manner in order to maintain the overall project schedule. The list of required documents can be found in Exhibit D. Allow two (2) to four (4) weeks to acquire badging, vehicle permits, building permits and other necessary pre-construction documentation, identified below. Processes for all required Airport badges and permits must be completed for every employee/worker and vehicle involved in the project before work begins. Construction will **NOT** begin until all required documentation has been submitted and reviewed by the CDA POC.

Pre-Construction document submittal shall include the following: one (1) full size hard copy set of stamped approved plans by the Department of Buildings, one (1) half size set of stamped approved plans by the Department of Buildings, and one (1) PDF of stamped plans approved by the Department of Buildings.

The **Pre-Construction Documentation** includes the following:

- Exhibit D:** Pre-Construction Meeting Check List
- Exhibit D.1a or D.1b:** Pre-Construction Meeting Form
- Exhibit D.2:** FAA Approved 7460 Forms – FAA Letter of Determination
- Exhibit D.3:** Impact to CDA Security and TSA Approval
- Exhibit D.4:** Certificate of Insurance (COI)
- Exhibit D.5:** General Contractor Safety, CDA Construction Safety Manual & Safety Manager Credentials
- Exhibit D.6:** Safety and Security Plan
- Exhibit D.7 & D.8:** Incident Notification Plan
- Exhibit D.9:** Building Permit (example)

4.3: Logistics

The General Contractor must develop a logistic plan prior to the Pre-Construction Meeting. The logistic plan should identify the following:

- 1) **Hours of Construction are 10:00 PM to 5:00 AM**, unless approved otherwise by the CDA.
- 2) Obtain employee/worker and vehicle badging, employer /worker information, authorization form and permits. (See **Exhibits D.10 & D.11**)
- 3) Identify dock location for deliveries / Determine dumpster locations. (See **Exhibit D.12 & D.13**)
- 4) Determine site access / Elevator matrix & maps. (See **Exhibits D.14 - D.17**)
- 5) Vehicle Access Form - Airfield (See **Exhibit D.18**)
- 6) Operations Plan - Material delivery and debris removal. (See **Exhibit D.19**)
- 7) Create a detailed project schedule that identifies all work phasing
- 8) Identify, any building systems that will be required to be shutdown
- 9) All material storage and staging areas, should be off site or within the barricaded concession area; and
- 10) Contractors and Sub-Contractors new to the Airport are required to perform an onsite facilities training. The CDA POC will facilitate a meeting date time

Please refer to **Step 2.15** for where O'Hare and Midway Pre-Construction Submittals should be sent.

4.4: Pre-Construction Meeting Attendance

The following is a list of required attendees: Concessionaire and/or Owner's representative(s); General Contractor's, Project Manager, Superintendent, and Safety Manager. Concessionaire's design consultant's attendance is optional. The CDA Concessions POC will notify all Airport stakeholders necessary to attend the meeting.

End of STEP 4

STEP 5.0: Notice to Airport User Form (eForm)

5.1: Notice to Airport Users Form (eForm)

For all construction projects, the Concessionaire is required to submit a Notice to Airport User Form. The Concessionaire shall register or login to the online Notice to Airport Users Form at <https://eforms.cityofchicago.org/uforms> and create a project start up form indicating scope, start and completion dates. Additional User Forms required during the course of construction will be discussed at the Pre-Construction Meeting. All User Forms must be submitted at least three (3) business days in advance of the anticipated start of construction to allow adequate time for review. Select the link below to learn more about how to submit a Notice to Airport Users Form for O'Hare International Airport and Midway International Airport. The eForm must be approved by the CDA before the Concessionaire can begin construction.

[ORD Quick Reference Guide](#)

[MDW Quick Reference Guide](#)

Any work on the fire protection system within the tenant space which requires a fire protection shutdown should have a separate user form submitted and follow the CDA fire shutdown procedures.

Any work on the domestic water service within the tenant space which requires partial domestic water service shutdown should have a separate user form submitted and follow the CDA domestic water service shutdown procedures.

End of STEP 5

STEP 6.0: Construction

6.1: Site Maintenance / Construction Administration

All permits, user forms, emergency contact directory, and construction alerts shall be prominently displayed in a locked glass display cabinet 30" high by 36" wide approved by the CDA. One full size stamped set of drawings and the original permit must be kept on site at all times.

6.2: Building Inspections

Department of Buildings Inspection Bureau will be conducting inspections throughout construction. Contractors must request inspections of ventilation, electrical, plumbing, and new construction on all projects with issued building permits, regardless of scope, for both rough and final inspections. Failure to request these inspections may result in

suspension or revocation of the permit, and issuance of citations by the Chicago Department of Buildings for violation of licensing requirements against the General Contractor and subcontractors.

Chicago Department of Buildings inspections shall be scheduled via the on-line inspection scheduling system at www.cityofchicago.org/buildings. All requests for rough and final Chicago Department of Buildings inspections should be requested at least fourteen (14) business days in advance.

If needed, contact the Department of Buildings Inspection Bureaus by phone as listed below:

- Ventilation Department – (312) 743-3573
- Electrical Department – (312) 743-3622
- Plumbing Department – (312) 743-3572
- New Construction Department – (312) 743-3531

In addition, contractors must offer the terminal manager and building engineer an opportunity to perform an inspection at demolition, rough, and final phases. The Concessionaire shall contact the CDA Concessions POC to coordinate these inspections.

6.3: Chicago Department of Public Health Inspections and Liquor License

Food establishments and retail establishments serving food require a health inspection to be conducted by the Chicago Department of Public Health (CDPH). Concessionaires applying for a liquor license require a separate inspection coordinated by the Business Affairs and Consumer Protection Department, in addition to the Department of Buildings inspections. For both inspections, allow one (1) to three (3) weeks to schedule and obtain a final inspection and certificate.

Please note, the construction barricade cannot be removed until applicable licenses and inspections are complete.

- PDF of the Health Inspection Approval and supporting documentation must be supplied and sent to CDA Concessions prior to store opening.

For Chicago Department of Public Health (CDPH) visit their website at:
<https://www.cityofchicago.org/city/en/depts/cdph.html> or call (312) 747-9884.

For Business Affairs and Consumer Protection Department information visit their website at:
<https://www.cityofchicago.org/city/en/depts/bacp/provdrs/bus.html> or call (312) 744-6249.

6.4: Safety and Security Plan

All contractors and subcontractors and the work they perform are subject to the CDA Construction Safety Manual. Each project requires an onsite full time Safety Manager who is solely responsible to monitor job site safety and security (See **Exhibit D.5 for more details**).

Please refer to link below:

[CDA Construction Safety Manual](#)

CDA Safety will perform site safety walkthroughs during construction to ensure all work is being performed per the CDA Construction Safety Manual. CDA Safety and the CDA POC have the authority to stop work if unsafe conditions or practices are observed.

6.5: Demolition

Prior to demolition, pre-construction photos must be taken, documenting all of the existing conditions. Failure to provide photo documentation of the existing conditions before construction will result in the contractor and Concessionaire assuming responsibility for all damages and perceived damage to existing base building materials. Damaged materials must be repaired or replaced at the contractor's and/or Concessionaire's expense. Once demolition is complete, the CDA terminal manager, the CDA building engineer, and CDA POC shall perform a site inspection prior to the start of construction.

Core drilling, cutting of floors, walls or roofs may be required for tenants needing plumbing and/or additional mechanical HVAC provisions. Under no circumstances shall the Concessionaire or its contractor(s), at any time be permitted to drill or cut conduit, pipe sleeves, chases or duct equipment openings in the floor, columns, walls or roofs of the structure without prior review and acceptance of the proposed locations and sizes by the CDA's structural consultant. The Concessionaire is required to x-ray or scan the area prior to beginning work utilizing a 3D ground penetrating radar and will provide a copy of x-ray / scan results to CDA. Scan / x-ray to be submitted via eForm three (3) business days prior to performing coring or drilling work.

6.6: Construction Meetings and Reporting

During construction, the General Contractor is required to provide the following project documentation and electronic documentation to the CDA Concessions POC:

- 1) Minutes from a weekly contractor led meeting (in person or via telecom) including the project owner and/or representative and CDA POC, at an agreed location (project site or POC conference room).
- 2) A weekly status summary report describing the progression of the work. The weekly status report must contain at a minimum the following:
 - Project title
 - Project number
 - Forecasted / actual start / completion date(s)
 - What construction occurred since the last weekly report
 - Revised three (3) week "Look Ahead" construction task schedule (CDA Design and Construction / CDA Concessions will determine if applicable to a given project)
 - What issues occurred and / or are projected
 - At least three (3) photos taken daily to document in-progress installation of materials
 - Other items as requested by CDA
- 3) A revised overall schedule when necessary
- 4) All Issued for Construction Drawings (IFC), addenda to the permit drawings, and resolved RFIs as they become available

6.7: Non-Compliance and Unauthorized Construction

Non-compliance or construction that deviates from the approved permit documents without CDA's prior written approval may be just cause for CDA to order work stoppage until corrective measures are taken and compliance is obtained. Any cost or claims due to this work stoppage shall be borne by the Concessionaire and the General Contractor.

End of STEP 6

STEP 7.0: Substantial Completion

7.1: Substantial Completion Notification

The General Contractor shall notify the CDA POC a minimum of seven (7) business days prior to the anticipated substantial completion date to request a site inspection project completion walk through. The construction space must be clean and all tools and surplus materials must be removed from the site or the walk through will be canceled. Mandatory attendance at the walk through includes: Concessionaire and/or Owner's Representative(s), and the General Contractor's Project Manager and Superintendent. The CDA POC will notify the CDA terminal manager, the CDA building engineer, the CDA Project Manager, and any other attendees identified during the Pre-Construction meeting or as deemed necessary. The items listed below are required to support the substantial completion walk through process:

- (1) The Concessionaire's architect should compile their punch list items. The Concessionaire or concessionaire's architect will provide a copy of their punch list to CDA for review prior to the walk through.
- (2) The concessionaire will receive final CDPH and Department of Buildings inspector's approval before the substantial completion walk through.
- (3) The substantial completion walk through must occur 5-10 business days prior to concessions opening.

7.2: Final Walk Through and Punch List

At the substantial completion walk through, the General Contractor will conduct a brief meeting to distribute and discuss the punch list items that they have identified and the proposed date of substantial completion. The General Contractor and Concessionaire must show proof of all final Department of Buildings and CDPH inspections, Certificate of Occupancy, Business and Liquor licenses and Certificate of Insurance. If a Certificate of Occupancy is required as determined by the Department of Buildings, it will need to be submitted to the CDA prior to any occupancy of the renovated or newly constructed space. It is the Tenant's responsibility to arrange for inspection by the Department of Buildings for the Certificate of Occupancy. The Concessionaire should identify meter locations to be properly labeled and provide the meter number and the room name of meter location(s).

After all attendees have completed the walk through, the parties will reassemble to discuss their punch list items with the Concessionaire and General Contractor. CDA Concessions will review the Concessionaire's architect's punch list and relay any additional items identified during the substantial completion walk through on a separate punch list. Any punch list items that are noted as critical and thus require immediate correction will be identified during the substantial completion walk through. The concessions location cannot open until these critical punch list items have been corrected.

Within five (5) business days after the substantial completion walk through, the Concessionaire, Concessionaire's architect, and/or the contractors will consolidate all agreed upon punch list items and issue via e-mail, a composite formal punch list. This list will be distributed to all parties invited from the substantial completion walk through. The Concessionaire's architect will also submit their substantial completion letter to the CDA.

Depending on issues presented, CDA will determine which option below is acceptable.

For Retail Concessions:

- (1) Concessionaire may proceed to stock, train, and open their concession, while non-critical punch list repairs continue.
- (2) Concessionaire may stock and train for their concession but cannot open until the identified critical punch list items are corrected.

-
- (3) Concessionaire may NOT stock, or train for, or open their concession until the identified critical punch list items are corrected.

For Food and Beverage Concessions:

- (1) Concessionaire may proceed to train, furnish, and prep their food and beverage, while non-critical punch list repairs continue.
- (2) Concessionaire may proceed to train, furnish, and prep their food and beverage but cannot open until the identified critical punch list items are corrected.
- (3) The Concessionaire may NOT furnish, prep, or train for their facility until the identified critical punch list items are corrected.

CDA Concessions will review and then issue a response/acceptance letter back to the Concessionaire or Concessionaire's architect after receipt of the substantial completion letter. The concession location cannot open until they have received CDA Concession's notice to open.

The Concessionaire will track the completion of the punch list and periodically send CDA the list of completed and outstanding punch list items (with reason for incomplete items and lead times for materials not immediately available).

Please note, the construction barricade may not be removed without written approval from CDA Concessions.

The General Contractor is to complete the punch list items within thirty (30) business days of the initial walk through or as dictated in the **Concessionaire's signed Lease and License Agreement**.

If after thirty (30) business days, the punch list items remain incomplete CDA may elect to:

- Impose a fine of \$200 per item, per day, until the work is finished.

If after sixty (60) business days, the punch list items remain incomplete CDA may elect to:

- Hire contractors to complete the work at the Concessionaire's expense.

The punch list completion tracking document will be sent to CDA Concessions for review within the thirty (30) business day period after the substantial completion walk through takes place. All punch list items should be resolved to the satisfaction of CDA or include an agreed upon completion schedule.

7.3: Business License and Certificate of Insurance

Prior to opening, the Concessionaire must obtain a Business License from the City of Chicago Business Affairs & Consumer Protection Department (BACP) City Hall, Room 805, 121 N. LaSalle St, 60602.

Concessionaire is also responsible for providing a current Certificate of Insurance per the Concessionaire's signed Lease and License Agreement.

- PDF of the Business License must be sent to CDA Concessions **prior** to store opening.

For Business License and Certificate of Insurance information visit their website at:
<https://www.cityofchicago.org/city/en/depts/bacp/provdrs/bus.html> or call (312) 744-6060.

7.4: ComEd Verification of Meter(s)

Prior to opening, the Concessionaire must reference the meter #, and provide its tax ID and billing mailing address. For more information call (877) 426-6331.

7.5: Open for Business

After written approval has been obtained from CDA Concessions, the construction barricade may be removed no earlier than the evening prior to the concession's opening.

- Please refer to the 'Airport Concession Program Handbook' for other operational procedures as dictated in the **Concessionaire's signed Lease and License Agreement**.

End of STEP 7

STEP 8.0: Project Closeouts

8.1: Close Out Documents

The Concessionaire's architect and engineer of record must transmit to the CDA POC as dictated in the **Concessionaire's signed Lease and License Agreement** all architectural and engineering "As-Built Documents". If no time period is specified, then the "As-Built Documents" must be submitted within thirty (30) business days. The items listed below are required to support maintenance of accurate facility records and future construction. The Concessionaire must submit two (2) copies of the below documents on CD and (1) full size hard copy:

- 1) One (1) full size hard copy As-Built Documents, including the General Contractor's redline mark-ups and clouding construction changes
- 2) One (1) CD / DVD of CAD files either in AutoCAD and/or BIM format – all CAD files to be submitted per CDA BIM standards
- 3) One (1) CD / DVD of all image files in PDF format
- 4) If applicable, one (1) PDF of the finalized SAM™ Construction Checklist
- 5) If applicable, one (1) PDF of all Operating and Maintenance Manuals (O&M Manual) for equipment being maintained by the CDA
- 6) One (1) PDF of the General Contractor's, and if applicable, subcontractor's, manufacturer's, and equipment warranties
- 7) One (1) PDF of all the specifications
- 8) One (1) PDF of the Building Permit (both sides) with all required rough and final inspection signoffs
- 9) If applicable, PDFs of the preventative maintenance schedules listing:
 - (a) the systems and equipment that require preventative maintenance
 - (b) scope of maintenance to be performed
 - (c) frequency
 - (d) clarification on which entity is responsible for maintenance

Closeout and Warranty documents should be both emailed and one (1) full size hard copy sent to O'Hare or Midway Airport, see address below:

O'Hare International Airport Contacts

CDA Aviation Administration Building
Attn: Coordinating Architect, Design and Construction
10510 West Zemke Rd.
Chicago, IL 60666
cc: ordretailconstruction@cityofchicago.org

Midway International Airport Contacts

CDA Aviation Administration Building
Attn: Coordinating Architect, Design and Construction
10510 West Zemke Rd.
Chicago, IL 60666
cc: mdwretailconstruction@cityofchicago.org

In addition, the following close out documents must be transmitted to the CDA POC as dictated in the Concessionaire's signed Lease and License Agreement. If no time period is specified, then the documents must be submitted within sixty (60) business days

- 1) PDFs containing the Concessionaire's Sworn Statement of Improvement Costs, and all final lien waivers, including change orders.
- 2) PDFs containing the General Contractor's Sworn Statement of Improvement Costs, and all final lien waivers.
- 3) PDFs containing the Professional Services Contractor's Sworn Statement of Improvement Costs, and all final lien waivers.

8.2: Final SAM™ Checklist

If applicable, the Concessionaire must submit a final construction SAM™ Checklist that incorporates information on final quantities, contractor submittals, and other SAM™ related data that is incorporated during the construction phase. The Sustainable Review Panel (SRP) will evaluate the final SAM™ checklist and as recognition for participation in the SAM™ Checklist, a Green Airplane Certification will be awarded to the Concessionaire.

8.3: Contractor's Warranty

The General Contractor must warrant to the City of Chicago and CDA that the work, materials, and equipment furnished and installed under the contract are of good quality and new, and that the work conforms to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty shall exclude remedy for damage or defect caused by abuse, modifications, improper or insufficient maintenance and operation, or normal wear and tear, and normal usage, not executed by the contractor.

8.4: Subcontractor's Manufacturer's and Equipment Warranties

The General Contractor must ensure that all required subcontractor's, manufacturer's, and equipment warranties are passed on to the CDA. The warranties must include the name of the project as designated in the contract documents, project reference number and must be signed by an officer of the company having authority to provide the warranty. Include wording such as "this document serves as a (list duration of the warranty) written guarantee for the work performed, and the material and equipment installed on the above referenced project. This warranty incorporates all provisions of the contract documents that refer or relate to the guarantee. This warranty will commence on the date of the store opening."

During the warranty period, the Contractor must repair and replace at its own expense, all materials or equipment that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is repaired or replaced will have the warranty period extended for a period of one additional year from the date of the last repair.

8.5: Final Notice to Airport Users Form

After the punch list is complete, the General Contractor shall close out the Notice to Airport Users Form by electronically attaching a PDF of the all permits, front and back sides showing the inspector sign-offs. Enter the last day the punch list was completed, and the anticipated submittal date of the General Contractor redlined drawings.

8.6: Final Closeout Notice and Acceptance

After all the close out documentation has been reviewed and verified complete, CDA will issue a response/acceptance letter.

End of STEP 8

STEP 9.0: Compliance Overview

Throughout the Design and Construction process, the Concessionaire will be responsible for complying with various City of Chicago participation requirements. The Concessionaire will also be responsible for tracking their participation and providing verifying documents to CDA for review.

9.1: City of Chicago Minority and Women Owned Business Participation Rules

In accordance with the Municipal Code of Chicago 2-92-650, or as dictated in the Lease and License Agreement, the City's Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts has set goals of **MBE** participation and **WBE** participation on all contracts.

Please refer to link below for additional information pertaining to this Compliance Rule:

- **Exhibit E.1:** Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in **Professional Services**
- **Exhibit E.2:** Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in **Construction Contracts**

MBE and **WBE** participation shall be separately documented for Construction Services and Professional Services.

9.2: Required MBE and WBE Documentation

Required compliance documentation will be submitted through the web-based Retail Management System ("RMS") which is the City of Chicago, Department of Aviation's, secure concession's portal. All compliance reporting must be submitted electronically using RMS.

The Concessionaire and General Contractors are required to enter the Compliance Plans, Certified Payroll and Sworn Statements into RMS. Once the Concessionaire selects a Professional Service Contractor and General Contractor, the designated Concessionaire POCs will be provided with RMS log in information. The RMS links and User Guide are listed below. The individual **Exhibits E.1 – E.12** listed below should be used *as reference only*; **all required documents must be submitted electronically using RMS.**

- **RMS Portal:** https://www.airportware.com/rms_prod/App_forms/General/Login.aspx
- **Exhibit E.3:** RMS Construction Compliance User Guide

9.3: MBE and WBE Compliance Plans

Once the Final or 100% Construction Document Submittal is approved by CDA (see **Step 3.0**), and the Concessionaire has selected a General Contractor, then the Concessionaire is required to submit, via RMS, the Concessions' Compliance Plans: Affidavit of Concessionaire, Affidavit of Prime Contractor for Construction and Affidavit of Prime

Contractor for Professional Services. **Exhibits E.4 – E.7**, which includes a selection of MBE, WBE and Non-Minority Sub-Contractors.

- **Exhibit E.4:** Concession's Compliance Plan – Affidavit of Concessionaire
- **Exhibit E.5:** Concession's Compliance Plan – Affidavit of Professional Services
- **Exhibit E.6:** Concession's Compliance Plan – Affidavit of Prime Contractor

PLEASE NOTE:

If at any point during the construction phase of the project, there is a change in MBE or WBE participation, the CDA POC must be immediately notified.

Resource:

To aid in outreach efforts to meet or exceed the City of Chicago's Construction and Professional Services Program goals, a list of City of Chicago certified MBE and WBE firms may be found at:

- https://www.cityofchicago.org/city/en/depts/dps/supp_info/process_improvements.html
- <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

MBE and WBE Good Faith Efforts

If the Concessionaires' and Prime Contractors' Compliance Plans fall short of the MBE or WBE Construction Program goals, a Good Faith Efforts form must be included with the submitted Compliance Plans. Good Faith Efforts are achieved by actively soliciting MBE and WBE firms to perform work on the contract in accordance with **Exhibit E.2: Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts**. The Good Faith Efforts form must contain contact information for not less than **five (5)** MBEs and/or WBEs.

- **Exhibit E.7:** Good Faith Efforts Form

A Compliance Plan may be rejected as non-responsive if the Concessionaire and/or General Contractor fail to submit one or more of the documents (**Exhibits E.4 – E.7**) with the response.

PLEASE NOTE:

If a Concessionaire's and/or General Contractor's Compliance Plan fails to meet the Construction Program goals for MBE and WBE participation, the project will be delayed and not move toward a Pre-Construction Meeting until either the goal is satisfied or Good Faith Efforts have been demonstrated and approved.

9.4: City Resident Construction Worker Employment Requirement & Certified Payroll Requirements

In accordance with the Municipal Code of Chicago 2-92-330 and Article 5 of the Concession Lease and License Agreement, at least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City and at least 7.5% by project area residents. The Airport will identify the project area for the purposes of calculating project area residents.

The Concessionaire will provide each general contractor bidding on the project with a Compliance Plan (**Exhibit E.5**) and the “City Resident Construction Worker Employment Requirement” (**Exhibit E.8**) for use in the bid preparation process.

Once a project has been approved by CDA and construction has commenced, the General Contractor must submit on a weekly basis, the following Certified Payroll Report for all contractors and subcontractors:

- **Exhibit E.8:** City Resident Construction Worker Employment & Certified Payroll Requirements
- **Exhibit E.9:** Excel Certified Payroll Worksheet (example)

9.5: Compliance Close Out Documents

Within sixty (60) business days of substantial completion, the Concessionaire, the General Contractor and the Professional Services Contractor are required to submit the following documents, along with final lien waivers.

- **Exhibit E.10:** Concession's Sworn Statement – Affidavit of Concessionaire
- **Exhibit E.11:** Concession's Sworn Statement – Affidavit of Prime Contractor for Professional Services
- **Exhibit E.12:** Concession's Sworn Statement – Affidavit of Prime Contractor for Construction Services

End of STEP 9

STEP 10.0: Supplemental Exhibits

These Guidelines should be read in conjunction with the Design and Construction Standard Operating Procedures Concessions Projects Exhibits (C-SOP Exhibits) and referenced with the Concessionaire Design Guidelines.

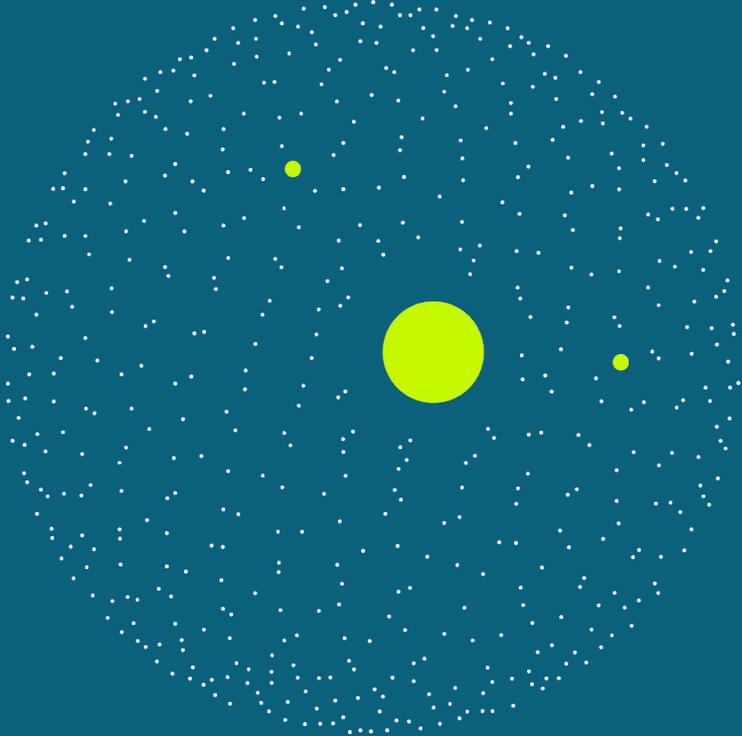
Please refer to links below:

[Concession Projects \(C-SOP Exhibits\)](#)

[ORD Concessionaire Design Guidelines](#)

[MDW Concessionaire Design Guidelines](#)

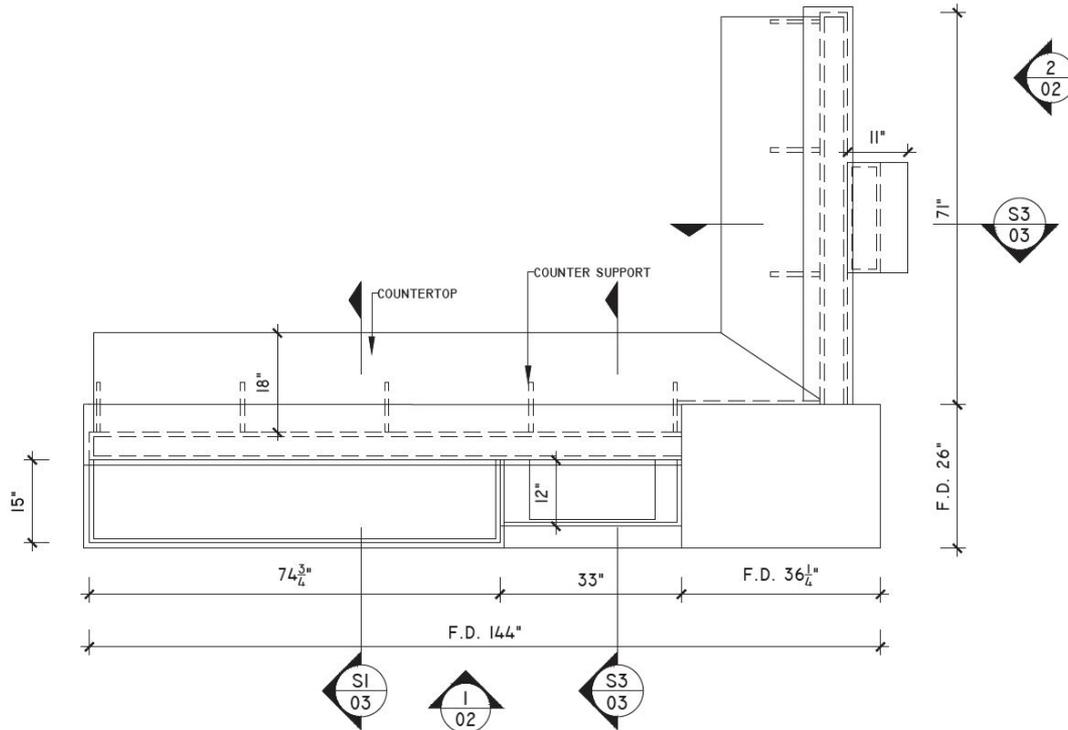
End of STEP 10



Appendix C

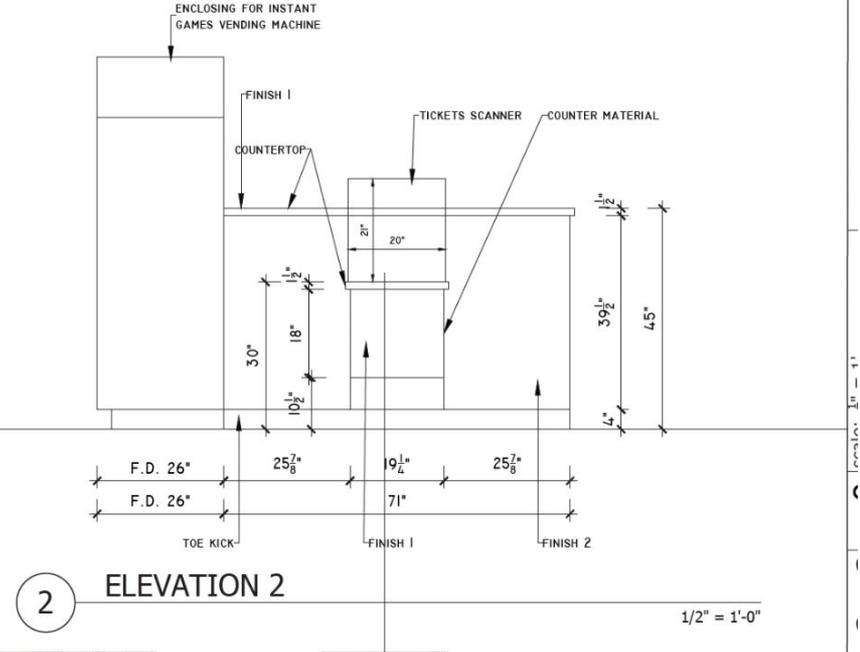
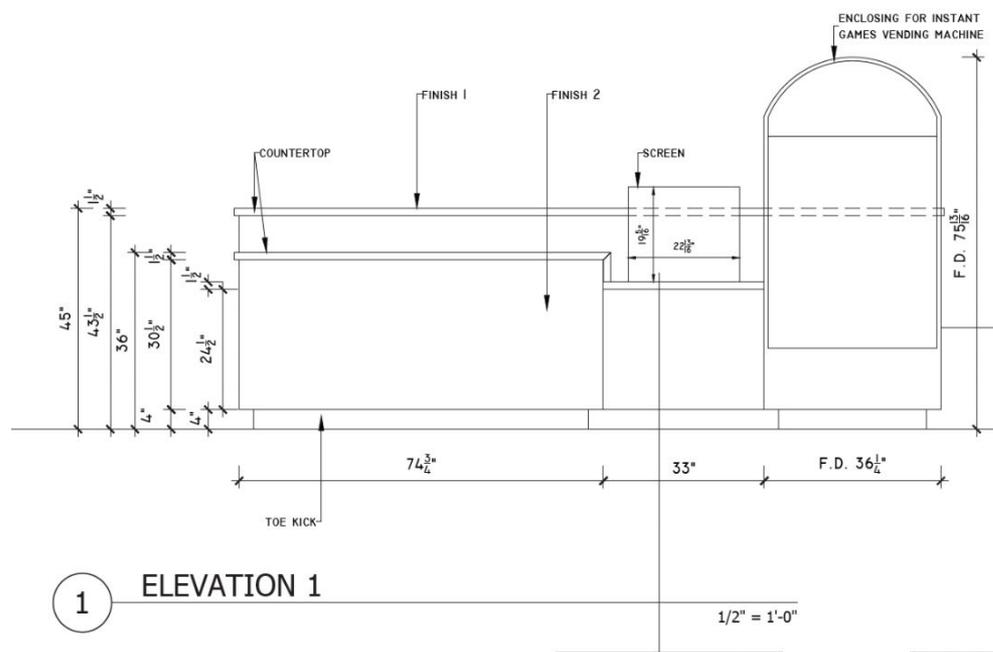
O'Hare Kiosk
blueprints

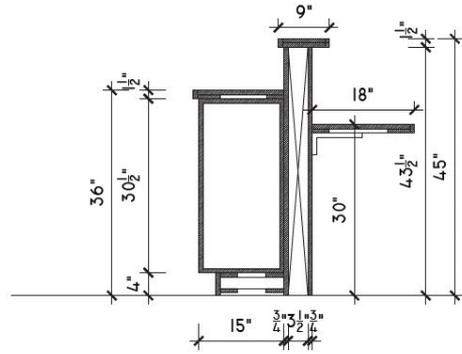
Terminal 1 - L-shaped Kiosk



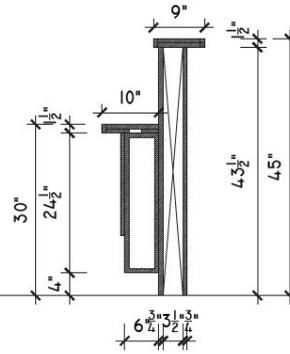
0 TOP VIEW

Terminal 1 - L-shaped Kiosk

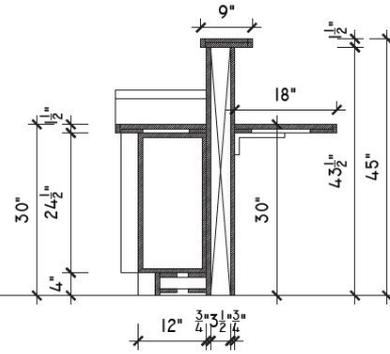




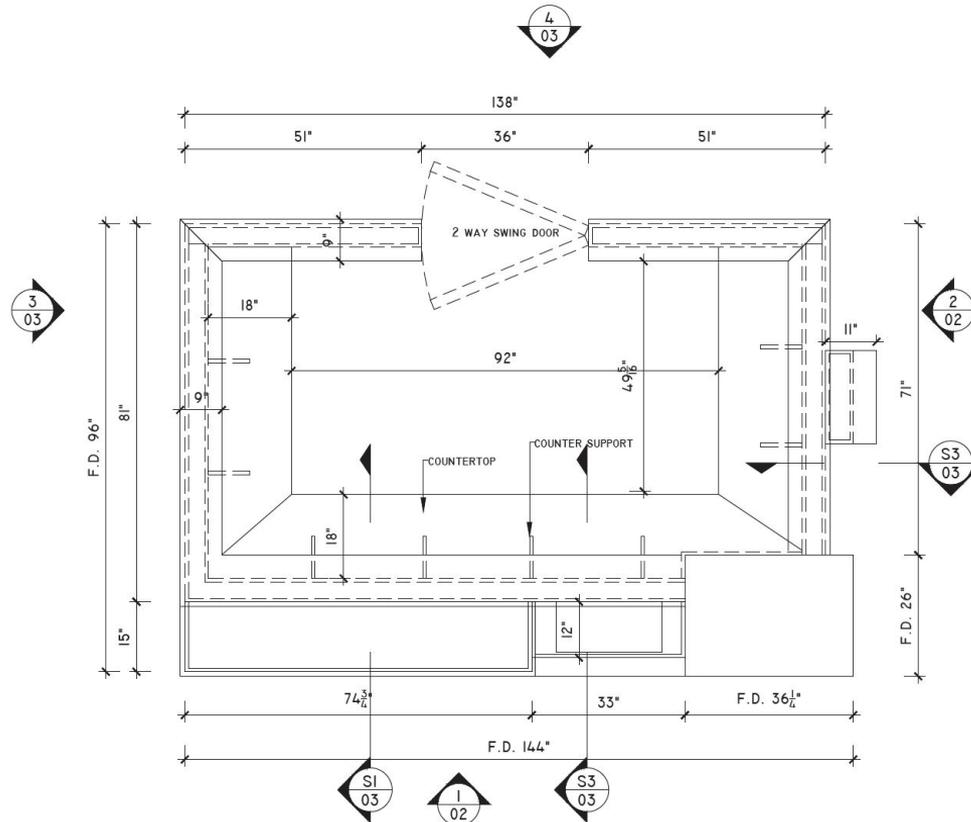
S1 SECTION 1
1/2" = 1'-0"

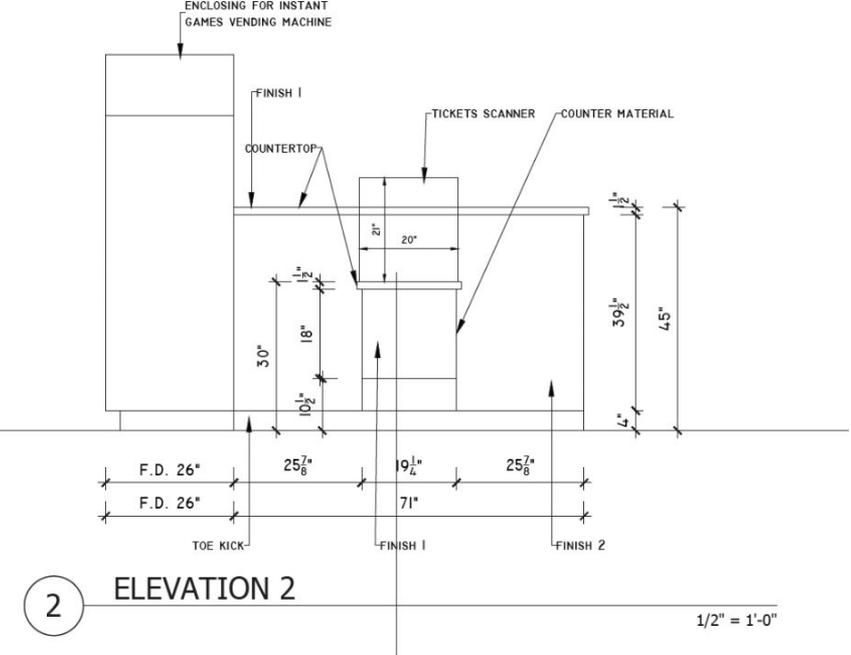
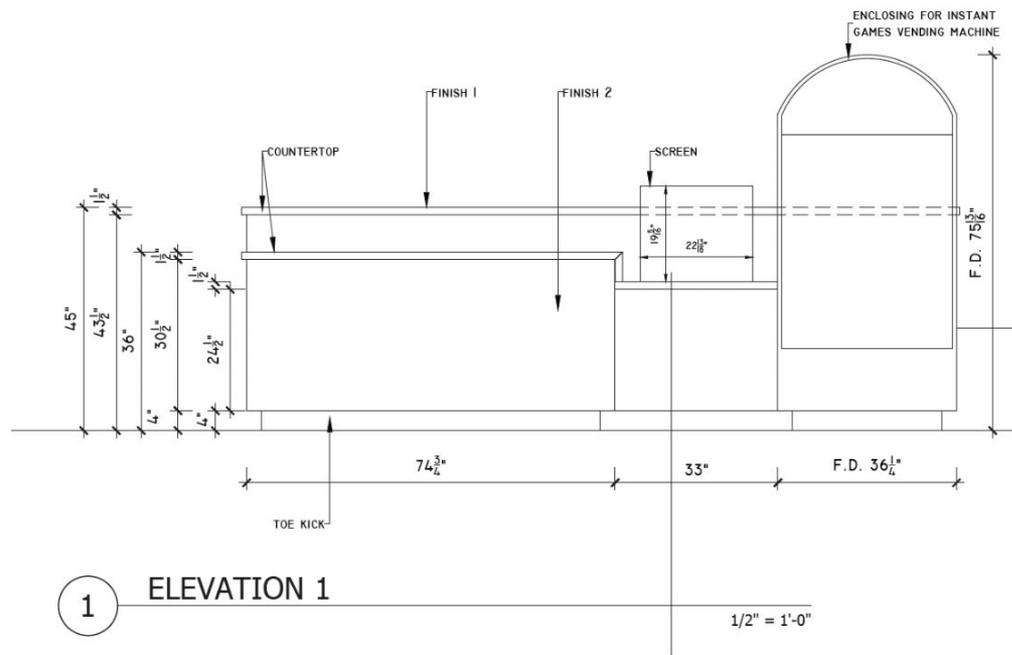


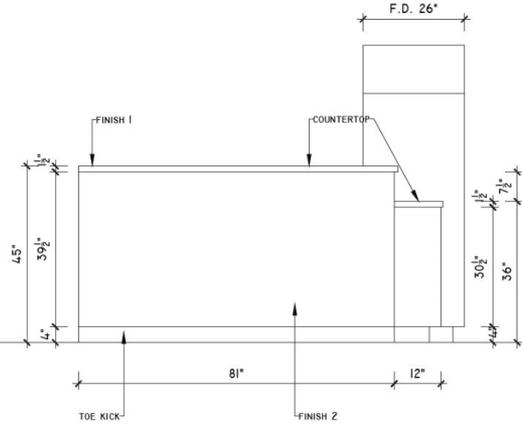
S2 SECTION 2
1/2" = 1'-0"



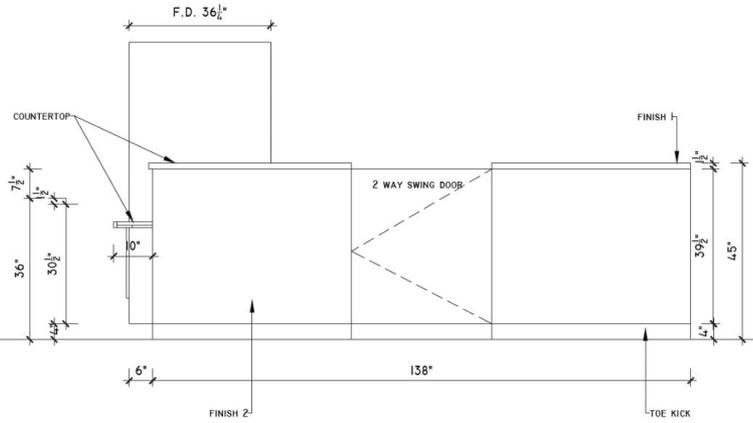
S3 SECTION 3
1/2" = 1'-0"



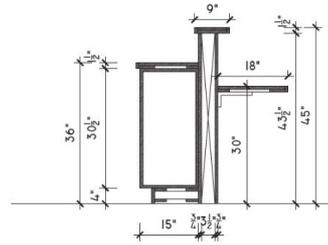




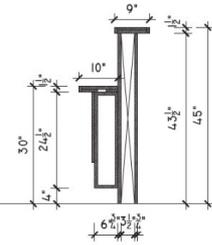
3 ELEVATION 3 1/2" = 1'-0"



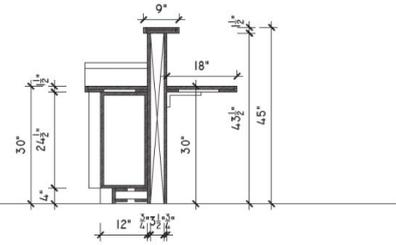
4 ELEVATION 4 1/2" = 1'-0"



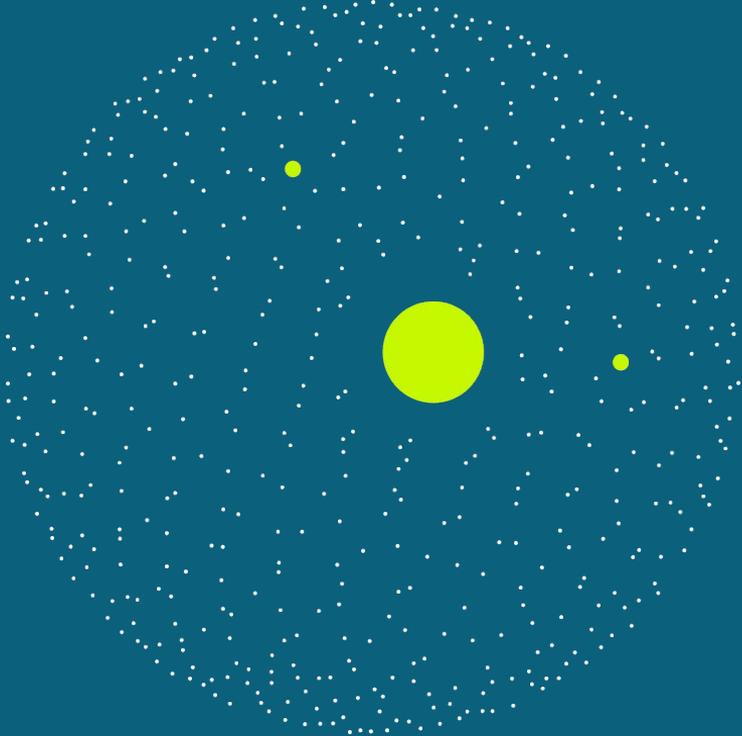
S1 SECTION 1 1/2" = 1'-0"



S2 SECTION 2 1/2" = 1'-0"



S3 SECTION 3 1/2" = 1'-0"



Appendix D

**Details of mandatory
kiosk equipment
pieces**

DreamTouch Smart Vending Machine - 1/kiosk



Dreamtouch Smart terminal is the 54-inch 25-bin instant ticket vending self-serving terminal. It offers access to purchase draw based games and up to 25 instant ticket options via 32" touch screen terminal. It has an attractive design and uses its screen to show Horizon advertising content while in idle mode.

Main Dreamtouch Smart Features are:

- 32" Full HD touchscreen display in landscape orientation
- 25 instant ticket bins
- Illinois Lottery Branding Skin
- Alert Light
- Playslip scanner
- Barcode reader
- 10" Control Pad Screen
- ADA Compliance Features - low profile machine, the whole machine is only 60"h



Dimensions: 30" d x 38" w x 60" h



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Permanent Point of Sale (PPOS) Items - 1 of each Item/kiosk



Terminal surround (which holds the Photon terminal/ printer and player advertising display (PAD) screen) - 23.56”H x 22.01”W x 15.24L

- Photon terminal - 18”W X 21.5”H X 15.5”L
- Photon printer - 6”W X 11”H X 13.5” L
- PAD - 20.5 H X 15” H



Playslip holder + Ticket checker unit - 20.09”L x 21.04”H x 10.52”W



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Digital screen - 2/kiosk

Carmanah



Link to pdf:

https://drive.google.com/file/d/1f21_DW_i9N9OrxTdk4tAlxgB20fko7bU/view?usp=drive_link



Scala Commercial Displays provide a high-quality solution for displaying dynamic digital content with unmatched optical clarity in a variety of sizes. The displays feature high definition and brightness, a slim bezel and wide viewing angles combined with a sleek, functional design.

Scala's comprehensive, commercial grade display solutions cover the full scope of your digital communication needs. The displays are specifically engineered for optimal operation with a wide variety of business applications and environments.



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Digital screen - 2/kiosk

Carmanah

Display Type:	49" TFT, LED Backlit
Display Resolution:	1920 x 1080
Aspect Ratio:	16:9
Brightness:	450 nit (cd/m2)
Contrast:	1200 : 1 (Typ.) (TM)
Response Time:	8 (Typ.)(Tr+Td) ms
Orientation:	Landscape, Portrait & Flat
Viewing Angle:	89/89/89/89
Screen Finish:	Antiglare (Haze 1%)
Backlight:	WLED, With LED Driver
Refresh Rate:	60Hz
Video Inputs:	
1 x HDMI 2.0:	1080 @60Hz
1 x HDMI 1.4:	1080 @60Hz
1 x DisplayPort 1.2:	1080 @60Hz
Communications:	Ethernet (option) RS232 USB 2.0
Mounting:	VESA 600mm x 400mm

Touch Performance:	None
User Controls	On-screen controls via menu buttons or IR remote, brightness, contrast, sharpness, color, temperature, backlight brightness
Temperature:	Storage Temp.: -20 ~ 60 °C Operating Temp.: 0 ~ 50 °C
Active Area(mm):	1073.78 × 604 (H×V)
Outline(mm):	1102.8 × 641.3 × 71.6 (H×V×D)
Frame Bezel(mm):	12.4/12.4/12.4/13.8
Voltage Supply:	12.0V (Typ.)
Display Dimensions:	43" W x 24.5" H
Display Weight:	35 lbs

Specifications subject to change without notice



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