



Request for Proposals

For

Aquatic Center Concessions Vendor

ISSUED BY:

FOREST PRESERVE DISTRICT OF COOK  
COUNTY

Permits, Concessions, and Volunteer Resources

**POSTING DATE: July 22, 2014**

**DUE DATE: September 10, 2014 Time: 10:00A.M.**

RFP NO. #14-40-408

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## 1. INTRODUCTION

### Overview /Objectives

The Forest Preserves, hereby known as “Forest Preserves.” are soliciting Proposals from a single qualified vendor or group of qualified vendors who are experienced in providing, operating, and managing food and beverage concession operations at one or more of the three Forest Preserves Aquatic Centers identified in this RFP.

The overall goal of the Forest Preserves with respect to its concession program is to offer goods, services, and activities that provide service to the public in a safe, enjoyable, and cost effective manner. The Aquatic Centers vendor should provide pool patrons a varied selection of product offerings, including healthy items, gluten free items, along with outstanding customer service.

The successful applicant shall perform the services with all applicable Federal, State, County and City laws including, without limitation, all City codes, ordinances, standards and policies, as now existing or hereafter adopted or amended, including but not limited to the following:

- Federal, State, and local health, safety and licensing laws relating to the sale of concession goods
- City code provisions requiring any person or entity doing business in the city to obtain a business license

Please visit <http://fpdcc.com/recreation/aquatic-centers/> for information on the aquatic centers.

## 2. FOREST PRESERVES BACKGROUND

In 1914, environmental visionaries in Cook County created the first forest preserve in the nation, with a mission *“to acquire, restore and manage lands for the purpose of protecting and preserving public open space with its natural wonders, significant prairies, forests, wetlands, rivers, streams, and other landscapes with all of its associated wildlife, in a natural state for the education, pleasure and recreation of the public now and in the future.”*

The Forest Preserves has more than 69,000-acres, is the largest forest preserve in the United States. It receives an estimated **40 million visitors** each year, providing an escape into a world teeming with wildlife and rich with outdoor recreation and environmental education opportunities. Within its boundaries are rare habitats that offer **plant and animal diversity** on par with the rainforests of the world.

Visit the Forest Preserves website at [www.fpdcc.com](http://www.fpdcc.com) to learn more about the Forest Preserves.

### 3. SCHEDULE

The Forest Preserves anticipates the following Schedule:

RFP posted to the website	July 22, 2014
Pre-Proposal Conference (Mandatory)	August 8, 2014
Vendor Inquiry Deadline	August 22, 2014
Response to Inquiries	August 29, 2014
Proposal Due Date	September 10 <sup>th</sup> , 2014
Evaluation of Proposals	September 20 <sup>th</sup> , 2014
Contract Award Date	November 18 <sup>th</sup> , 2014
Program Kick-Off- Opening Day, 2015	May 12 <sup>th</sup> , 2015

#### 4. SCOPE OF SERVICES

The vendor agrees to provide all described services and comply with all requirements specified within the RFP and provide those services as specified within the Proposal in accordance with all the general and special terms/conditions of this agreement. The Forest Preserves would like to secure the services for an initial three (3) year period with an option to renew the agreement for an additional two (1) year renewal extension period(s).

In addition, the Forest Preserves would like to restate that professional concession operations, innovation, creativity, affordable, unique culinary items, along with outstanding customer service is the key, as the Forest Preserves looks to create a unique one of a kind experience for patrons through our Aquatic Center Concession Request for Proposal.

Furthermore, vendors are encouraged to demonstrate their performance and experience in providing concession services for an aquatic center concessions operation through examples.

Additionally, vendors who are interested and qualified are asked to include credentials, and verifiable references from other retailers/wholesalers/vendors/facilities with which the vendor has done business, provided a service for, or co-managed a facility with, along with years and type of experience as they relate to providing food and or beverage sales.

The services may also include selling items, which can be purchased by the general public to assist them in their enjoyment of the aquatic experience. Such items could include but are not limited to swim diapers, swim goggles, sunscreen, bug spray, swim caps, etc. The following, together with the requirements set forth in the scope of services presents the minimum requirements to be provided in connection with the awarding of this contract. Vendor responsibilities include, but are not necessarily limited to the following:

1. There should be a certified food service manager on duty at all times and he/she should hold a current FSSMC (Food Service Sanitation Manager Certification) as provided by the IDPH (Illinois Department of Public Health) or an equivalent state governing body. This certificate should be included as part of this Proposal and will be required to be on display throughout the duration of any signed contract. All servers should be trained in the safe handling of food as prescribed by the ServSafe® Food Handler Program.
2. The vendor shall provide, at minimum, the items similar to the menu set forth on Exhibit A. Allowances for a different menu can be made per Forest Preserves approval. Sandwiches are an allowable substitution. All vendors should have quality name brand products as part of their menu offerings. In addition, the selected vendor must offer a "healthy foods" component which should account for no less than 25% of their total menu offerings. Healthy food choices should include but are not limited to salads (e.g., fresh greens, spinach, pasta, tuna, chicken, etc.), and fruit (fresh, packaged, canned and juices, etc.)
3. The vendor shall charge fair and reasonable prices for all articles and goods sold and for all services provided at such concession. Such prices shall not exceed those agreed to between the vendor and the Forest Preserves. Prices to be charged by the vendor shall be set forth in the Proposal Package submitted by each vendor.
4. Unless otherwise specified in the Schedule, the concession shall operate during the stated dates of operations when the Aquatic Center is open to the public.
5. Hours of operation must be at least the hours set forth on the Exhibit B, the hours must coincide with the same hours as the Aquatic Center(s). Vendors will be required to mirror the hours as specified in the bid proposal.
6. No alcoholic beverages are to be sold or stored by the vendor on Forest Preserves property.
7. Vendor may not operate vending machines unless specifically approved in writing by the Forest Preserves, which approval may be withheld for any reason, including the Forest Preserves election to install and operate vending machines at the site.
8. The vendor agrees to operate, at his/her own expense, all concession facilities and equipment in a clean and sanitary manner, except that the Forest Preserves shall arrange for an annual cleaning of any existing grill hoods. Vendor shall pay the Forest Preserves \$600.00 per year for

each such grill hood, for such service, if applicable, payable one week prior to the Aquatic Center opening of each year during the Term.

9. Ice will be available to FPCC
10. The Forest Preserves are furnishing only the items of equipment, if any described in Exhibit B. Vendor agrees to furnish all other equipment, utensils, supplies, etc. necessary to operate the awarded concession. Vendor should be aware that any security device or system present in the concession area at the time of inspection is the property of the Forest Preserves, not the current vendor.
11. Vendor must maintain enough stock to serve the public need.
12. Vendor must clearly display prices for all merchandise, food, beverages and services with professional signage. NO cardboard or handwritten signs will be allowed.
13. Vendor is responsible for the proper disposal and removal of trash from the Aquatic Center and the Forest Preserves property of all vendor-related refuse.
14. Employees of the vendor must conform to all Forest Preserves rules and regulations.
15. Vendor must provide financial information and sales reports (if applicable) as set forth in the Aquatic Center Concession Vendor RFP.
16. Vendor is required to provide electronic monthly sales reports by the 10<sup>th</sup> day of the following month (e.g., June sales must be reported by July 10) delivered by mail to:

**536 N Harlem Ave, River Forest, IL, 60305**  
**ATTN: Permits, Concessions, and Volunteer Resources Department**

17. Vendor is required to work with the Concession Manager on providing a menu at a reasonable price for customers who are arranging a pool party for a group. Groups are allowed to bring in a cake at no charge but a concession food/beverage package must be offered. Outside food will be allowed to be brought in for pool parties for allergy reasons if the vendor cannot provide allergy free options. Vendor will work with customers on timing of the event and the serving of food to meet customer's needs.
18. If the vendor does not have the ability to provide a healthy, allergic, or gluten free item; the FPCC reserves the right to authorize outside food.
19. If a vendor desires to make capital improvements to the concession facilities as part of its Proposal, an alternative Proposal should be prepared: that is, the vendor should submit one Proposal without such improvements and an alternate Proposal including the desired improvements which will required FPCC approval.
19. Other considerations below are to be included as a part of the RFP:
  - Operate a professional business model for the sale of food and beverage at Forest Preserves Aquatic Centers.
  - Maintain consistent quality of product and service at all times.
  - Development of promotional and advertising efforts in collaboration with the Forest Preserves.
  - Use as much recycled content as possible for napkins, cups, plastic bags, etc.
  - Styrofoam cups cannot be used at the Aquatic Center Concession.
  - Provide liability insurance as determined by the Forest Preserves and shall immediately report all accidents, injuries, and property damage to the Forest Preserves per the terms and conditions of the negotiated contract.
  - Maintain and pay for all required permits, applicable licenses, certifications and insurances required by the Forest Preserves, other municipalities, other agencies and the State of Illinois and any United State codes and regulations for this type of operation.
  - Maintain a sanitized, clean and organized concession area, including but not limited to the exterior of the facility.

- The vendor, along with the Forest Preserves concessions manager and Forest Preserves police, shall provide oversight and coordination of any facility security issues.
- The vendor shall operate seven (7) days per week, during the stated timeframe of Aquatic Center operations unless the pool is closed due to weather or inclement weather. Service will operate on recognized holidays such as Memorial Day, July 4<sup>th</sup> and Labor Day.

## 5. PRELIMINARY CONTRACT TERMS AND SITE PROPOSALS

The term of contract will begin on the date this contract is signed by all required parties and filed in the office of the Forest Preserves Purchasing Division. Anticipated start date -May 12, 2015 to allow vendor preparation time prior to the Aquatic Center opening. The Forest Preserves would like to secure this service for the public for an initial three (3) year period with two options to renew the agreement for two additional one (1) year renewal period(s).

Attendees are encouraged to bring a copy of the RFP 14-40-408 to the Pre-Proposal conference **(Mandatory)**.

**Date: Friday, August 8, 2014**  
**Time: 10:00 AM**  
**Location: 536 North Harlem, River Forest, IL 60305**  
**Cumming Square- General Head-Quarters (GHQ)**  
**Free Parking**  
**Phone 708-771-1014**

## 6. EVALUATION AND SELECTION PROCESS

### **Responsiveness Review**

An internal evaluation committee composed of members from Forest Preserves will review all Proposals to ascertain that they are responsive to all submission requirements.

### **Acceptance of Proposals**

Forest Preserves reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to Forest Preserves.

### **Evaluation Process**

An evaluation committee selected by the Forest Preserves will evaluate all responsive Proposals in accordance with the evaluation criteria detailed below.

This evaluation process may result in a shortlist of Proposals. The evaluation committee, at its discretion, may request that all or shortlisted vendors make a presentation, submit testimonials from current or past customers, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches.

**Vendor Presentations**

Forest Preserves reserves the right to, but is not obligated to, request and require that each vendor provide a formal presentation at a date and time to be determined. If required by the Forest Preserves, it is anticipated that such presentation will not exceed one hour allowing a half hour for questions

**Right to Inspect**

Forest Preserves reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the vendor and any proposed subcontractors and to reject any Proposal regardless of price if it shall be administratively determined that, in the Forest Preserves sole discretion, the vendor is deficient in any of the essentials necessary to assure acceptable standards of performance. The Forest Preserves, reserves the right to continue this inspection procedure throughout the term of the contract that may arise from this RFP.





**7. BID PROPOSAL**

This is a sample worksheet where the vendor should place their bid amounts in the form of minimum bid(s) per site assuming a three (3) year initial contract period and two (2) options to renew for an additional year. The Forest Preserves reserves the right to award this contract in whole or partial.

The vendor is required to make their initial bid on those sites within the scope of services for this RFP. The Forest Preserves reserve the rights to award one, several or all of these sites to as many vendors as is necessary in order to serve the patrons of the Forest Preserves.

TERM: MAY 13, 2015 through SEPTEMBER 15, 2019  
FACILITY: Whealan Pool Aquatic Center  
SUGGESTED ANNUAL MINIMUM BID: \$1,500

- YEAR 1 \_\_\_\_\_
- YEAR 2 \_\_\_\_\_
- YEAR 3 \_\_\_\_\_
- YEAR 4 \_\_\_\_\_
- YEAR 5 \_\_\_\_\_

TERM: MAY 13, 2015 through SEPTEMBER 15, 2019  
FACILITY: Cermak Family Aquatic Center  
SUGGESTED ANNUAL MINIMUM BID: \$1,500

- YEAR 1 \_\_\_\_\_
- YEAR 2 \_\_\_\_\_
- YEAR 3 \_\_\_\_\_
- YEAR 4 \_\_\_\_\_
- YEAR 5 \_\_\_\_\_

TERM: MAY 13, 2015 through SEPTEMBER 15, 2019  
FACILITY: GREEN LAKE FAMILY AQUATIC CENTER  
SUGGESTED ANNUAL MINIMUM BID \$1,500

- YEAR 1 \_\_\_\_\_
- YEAR 2 \_\_\_\_\_
- YEAR 3 \_\_\_\_\_
- YEAR 4 \_\_\_\_\_
- YEAR 5 \_\_\_\_\_

Payment of license fee: A check will have to be mailed to 536 N. Harlem Ave, River Forest, IL, 60305, ATTN: Permits, Concessions, and Volunteer Resources. The base fee portion shall be paid annually in four installments on June 1, July 1, August 1, and August 15.

**MINIMUM HOURS OF OPERATION, ALL FACILITIES:**

11:00 A.M. TO 7:00 P.M. CDST

**APPROXIMATE SEASON OF OPERATION:**

Four (4) Months, Late May thru September 15

Note that the week after Memorial Day the pools are closed Tuesday-Friday. The seven day a week schedule starts weekend after Memorial Day. The Forest Preserves reserves the right to change hours based on health and safety, weather concerns and staffing limitations.

The Forest Preserves offers several special events at Aquatic Centers each season that may be outside the stated hours of operation and the vendor is encouraged to be open during those events.

Equipment provided by Forest Preserves as follows:

Outdoor Tables and Chairs

(1) Flat Grill

(1) Char Broil Grill

(1) Double Gas Burner

(1) Deep Fryer

(1) Pizza Oven

(1) Pizza Warmer

OTHER CHARGES (ANNUAL): (Cleaning of Grill Hood & Grease Trap Cleaning)

\$600.00– Green Lake, Whealen, and Cermak

**COLLATERAL:**

Forest Preserves reserves the right to require collateral to assure payment of revenues due pursuant to the Request for Proposals. This collateral may include, but shall not be limited to requiring personal guarantees, security deposits, bonds (personal, property, performance, etc.) or irrevocable letters of credit. The amount of collateral shall be determined by the Forest Preserves based upon the revenues owed to the Forest Preserves under the Bid and/or Request for Proposals.

\$1,000,000.00 Umbrella Liability Insurance Required? Yes

**8. EXHIBIT A**  
**SAMPLE PRICING PROPOSAL PACKAGE**  
**(FOR COMPARISON PURPOSES)**

Hot Dogs	\$2.50
Pizza Slice	
Cheese	\$2.75
Sausage/Pepperoni	\$2.75
Chips	\$1.00
Pop	\$1.75
Juice	\$1.50
Fruit	\$1.00
Salad	\$2.50
Ice Cream	\$2.00 – \$3.50
Water	\$2.00
Candy	\$.50 – \$1.75
Swim Goggles	\$5.00-7.00
Diaper Covers	\$3.99
Swim Hats	\$5.00
Coffee	\$1.75
Bug Spray	\$5.00
Sunscreen	\$5.00
Swim Diapers	\$3.99
Hot Chocolate	\$1.75
Other Items	

## 9. EXHIBIT B

The following is a site list of all three Forest Preserves Aquatic Centers along with their locations, times, descriptions, and amenities:

### MINIMUM HOURS OF OPERATION, ALL FACILITIES:

11:00 A.M. TO 7:00 P.M. CDST

Whealan Pool Aquatic Center (East of Milwaukee Avenue)  
6200 W. Devon  
Chicago, IL 60659

The Whealan Pool Aquatic Center has something for every member of your family.

- Two water slides
- Zero depth pool for easy access
- Fully renovated historic bathhouse with showers
- Certified lifeguards with first aid and water safety equipment
- A full service concession stand
- Free, off-street parking
- Separate baby pool
- Sand play area
- Free chaise lounges
- Elevated lawn area with great views of entire facility
- Located in a beautiful Forest Preserve setting
- Water play structure

Cermak Family Aquatic Center (West of Harlem at the Des Plaines River)  
7600 W. Ogden  
Lyons, IL 60534

The new Cermak Family Aquatic Center is an oasis for families with children 12 years of age and younger. From water cannons to water slides, from geysers to the lazy river, this is the perfect place for kids to enjoy summer fun. The original Cermak Pool, like the new Center, was named for Anton J. Cermak, member and president of the Board of Forest Preserves Commissioners from 1922 until April 1931, when he was elected mayor of Chicago.

- Features include a state-of-the-art bath house with showers, lockers and concessions
- Certified lifeguards with first aid and water safety equipment
- More than 500 parking spaces
- Two play pads
- Located in beautiful forest preserve setting

Green Lake Family Aquatic Center  
1100 River Oaks Drive  
Calumet City, IL 60409

The new Green Lake Family Aquatic Center is an incredible new recreational offering from the Forest Preserves for families with children 12 years of age and younger.

- The center features a state-of-the-art bath house with showers, lockers and concessions
- Certified lifeguards with first aid and water safety equipment
- Mini-water slide with lazy river
- Splash pool with water cannons, drop buckets, climbing features
- Located in beautiful forest preserve setting

## 10. CONCESSION CONTRACT PLAN OF OPERATIONS

The following is a partial description of what your Proposal should include:

Attach additional sheets or substitute your own Proposal if preferred. The Forest Preserves goal is to provide a high level of public service. The Plan of Operations should demonstrate how the vendor proposes to meet that goal.

1. Identify the individual who will serve as the concession manager, preferably an owner-operator who is available at the site to discuss the operation of the Concession. This individual must have the responsibility and the authority to make or take any action necessary to ensure a smooth and safe operation of the vendor and to see that the goals of the Forest Preserves are attained and the services of the general public are met.

Manager:

Name:

Position with Vendor Company:

Years with Vendor Company:

Experience:

Other Staff:

Name:

Position with Vendor Company:

Years with Vendor Company:

Experience:

Other Staff:

Name:

Position with Vendor Company:

Years with Vendor Company:

Experience:

Other Staff:

Name:

Position with Vendor Company:

Years with Vendor Company:

Experience:

2. Describe fully the items or services proposed to be provided, setting forth proposed prices for services and goods:

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3. Attach samples of sales statements to be provided. These statements must set forth projections for at least the first year of operations.
4. Describe proposed hours of operation, if different from minimum hours set forth in Aquatic Center Concessions Vendor.
5. Describe return policies and rain check policies, if applicable.
6. Describe systems for inventory and stocking, as applicable.

## KEY RFP INFORMATION

**Deadline for Submittals.** Proposals are due September 10, 2014 at 10:00 A.M. Central Time. No proposals will be accepted after the deadline.

**Pre-Submittal Meetings.** A **mandatory** pre-submittal meeting will be required as identified under section 5.

**Deadline for Questions & Answers. QUESTIONS MUST BE SUBMITTED BY 5:00 P.M. CENTRAL TIME on: August 22, 2014 by email** to the Purchasing Agent. Questions submitted after this date will not be answered. Any correction, revision, answer or clarification of the RFP documents will be made only by a written addendum (if something in the RFP is changed) or a Clarifications/Answers document (if nothing in the RFP is changed). **Any Addenda will be duly posted on the District's website ([www.fpdcc.com](http://www.fpdcc.com)) by the Purchasing Agent.** Respondents MUST ACKNOWLEDGE RECEIPT OF EACH ADDENDUM.

**Submit Proposals and Questions solely to:**

Tom Conlon, Purchasing Agent  
69 W. Washington, Room 2060  
Chicago, IL 60602  
Tel.: (312) 603-8968  
[Tom.Conlon@cookcountyil.gov](mailto:Tom.Conlon@cookcountyil.gov)

**Number of Copies and Format:** Mail or deliver one (1) printed original with signatures and one (1) electronic copy in pdf format to the Purchasing Agent. All submittals must be formatted to print on 8.5 x 11" letter size paper and include all information in Part VI. Proposal documents that do not include all required information in the required format may be deemed non-responsive and rejected by the District from further consideration.

**Notice of Decision:** Firms will be notified in writing of selection or rejection of the proposal on or around September 25, 2014. The Professional Services Agreement will be executed and delivered to the selected firm shortly after notification and approval by the District's Board of Commissioners, if required.



On September 11, 2012, the Board of Commissioners of the Cook County Forest Preserve District adopted an ordinance relating to Minority- and Women-owned Business Enterprises (Forest Preserve District Code, Title 1 Administration, Chamber 8 District Finances, Section 1-8-5.) This ordinance establishes an overall annual goal of 35% M/WBE participation for the total professional services and consulting services utilized by the District. (Sec. 1-8-5a(L)3.)

**There are no goals on this project.**

Minority Owned Business Enterprises and Women Owned Business Enterprises that have been certified by the County of Cook, the City of Chicago, the State of Illinois CMS or other national certifying organizations including the National Minority Supplier Development Council and the Women's Business Development Council, are encouraged to respond to this Request for Qualification ("RFQ").

We encourage the awarded vendor to utilize MBE/WBE firms for supplies and material. There are no goals required for this project however the District would prefer if the awarded vendor would utilize MBE/WBE firms.

Firms that are not certified by Cook County must submit a Reciprocal Affidavit which certifies that the firm meets the following qualifications:

- Personal net worth (Sec. 1-8-5b(E24) not to exceed \$2 million,
- Meets the U.S. Small Business Administration Table of Small Business Size Standards, and
- Must be located within the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census, currently are the counties of Cook, DuPage, Kane, Lake, McHenry and Will.

Firms that meet the requirements for and are interested in being certified should contact the **Forest Preserve District of Cook County Contract Compliance Administrator (312.603.8940)**.

## REQUIRED INFORMATION AND FORMS

Proposals must include the following required information:

- 1) **Cover Page** [see sample cover page attached]
- 2) **Proposal Letter on firm letterhead** signed by an authorized representative of the firm that includes the following information:
  - a) An executive summary of the proposal.
  - b) A brief description of the firm, including when established, location of offices and how many employees.
  - c) A brief description of any JV partners or sub-Proposers and their role.
  - d) Firm/Team Experience and qualifications to perform the requested services:
    - i) Select up to a maximum of five projects of comparable complexity that illustrate a comparable role for each firm undertaken during the past ten years, including samples of creative work and results
    - ii) Key personnel who will perform the work. Names, titles and brief bios. Do NOT include resumes.
  - e) Capacity to perform the work. Describe other major pending work commitments and capacity to perform the requested services.
  - f) A detailed proposal in response to the scope of work outlined in Part III highlighting approach, budget allocation and hourly rate, and timeline.
  - g) Contact information for a person who can respond to questions about the proposal.
- 3) **Required Forms.** Attach the following required forms:
  - i) Cover Page
  - ii) Addendum Receipt (if applicable)
  - iii) Pre-Submittal Meeting & Field Inspection Certification (if applicable)
  - iv) Cost Proposal
  - v) Proposer Agreement
    - (1) Exhibit A. Scope of Work
    - (2) Exhibit B. Key Personnel & Sub Proposers
    - (3) Exhibit C. Certifications

# PROPOSAL

PREPARED FOR

Forest Preserve District of Cook County

Professional Services Contract

For

Aquatic Center Concessions Vendor

RFP NO. #14-40-408



FIRM NAME:

\_\_\_\_\_

**RECEIVED**

THIS AREA FOR DISTRICT USE ONLY

**A. ADDENDUM RECEIPT**

(if applicable)

The receipt of any addenda to the RFP that were issued on or before the deadline in the Key Information (Part I of this RFP) is hereby acknowledged by completing the information below:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**B. PRE-SUBMITTAL MEETING**

Mandatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title or Official Capacity

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone Number

Note: This form must be filled in completely and returned with Proposal or the Proposal may be rejected.

## **C. PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement for \_\_\_\_\_ Services (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Forest Preserve District of Cook County (hereinafter referred to as "District") and \_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_ (hereinafter referred to as "Proposer"). Collectively, the District and the Proposer shall be deemed the "Parties".

### **I - AGREEMENT**

In addition to the terms and conditions referenced herein, this Agreement is comprised of the proposal submitted by Proposer in response to the District's Request for Proposal ("RFP") for an Aquatic Center Concessions Vendor attached hereto and made a part hereof as part of the Scope of Work (Exhibit A), Key Personnel & Sub-Contractors (Exhibit B), and Required Certifications (Exhibit C), attached hereto and made a part hereof, including MBE/WBE certifications, Certificate of Qualification, Affidavit of Child Support Obligation, Certificate regarding Tax Delinquency, Disclosure of Ownership Interest Statement, and the Disclosure of Lobbyist Contacts. This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement by and between the Parties and shall be in writing.

### **II - APPOINTMENT**

On the basis of the proposal and other information submitted in response to the District's RFP, the District has selected a vendor to provide the services described in Exhibit A of this Agreement commencing on the date upon which this Agreement is fully executed by the Parties (hereinafter referred to as the "Effective Date").

### **III. SCOPE OF SERVICES**

The proposer acknowledges that the purpose of this Agreement is to provide an Aquatic Center Concessions Vendor services as fully described in the scope of services. Proposer shall commence the project upon receipt of a Notice To Proceed. Upon receipt, the Proposer shall furnish all labor, services, supplies, materials and equipment required to complete the work using the Proposers best efforts, skill, judgment, and abilities in accordance with this Agreement.

The District may modify the Scope of Services without invalidating this Agreement. To avoid delay, upon receipt of a District-requested change in the Scope of Services, the Proposer shall promptly proceed with the change. If the proposer believes it is entitled to additional compensation for the change, the proposer shall promptly notify the District in writing.

### **IV – TERM**

This Agreement shall commence on the Effective Date and shall continue for a period of 90 days beginning on the Effective Date and ending \_\_\_\_\_ [YEARS, MONTHS] thereafter, unless sooner terminated by the District in accordance with Article IX.

The Proposer acknowledges and agrees that no work should begin under this Agreement until all required signatures on this agreement have been obtained and the Proposer has received written approval and authorization to proceed from the District's Director of Planning and Development. Any

work performed by the Proposer prior to such time shall be considered as having been performed at Proposer's own risk and as a volunteer.

#### **V - DUTIES OF DISTRICT**

The District shall cooperate and furnish to Proposer, upon request, information in the District's possession that the District believes is necessary for Proposer to perform its services hereunder. The District shall compensate the Proposer in accordance with Article VI. In addition, the District shall, upon notice, provide Proposer access to District sites.

#### **VI - COMPENSATION**

Upon submission of an invoice to the District, Proposer shall be compensated for the services at the rate or lump sum described in the Proposer's approved cost proposal. Compensation will be based upon reimbursement for time incurred at agreed hourly rates ("Billable Hours") as well as reasonable and customary out-of-pocket expenses (excluding federal, state and local taxes) with not-to-exceed limits ("Reimbursable Expenses") incurred in connection with the work. Collectively, the Billable Hours and Reimbursable Expenses shall be deemed the "Proposer Compensation". Projects where Proposer Compensation is estimated to exceed \$150,000 shall require additional approval of the District's Board of Commissioners.

If the Proposer engages any Sub-proposers to perform any services, Proposer shall not markup the services performed by its Sub-Proposer. In addition, Proposer shall pay such Sub-proposer within ten business days of Proposer's receipt of payment for undisputed services provided by such Sub-proposer.

In addition, Reimbursable Expenses shall be limited to amounts which are actual (without markup), customary, reasonable and necessary. Goods and materials purchased in Illinois for District projects should exclude federal, state, and local taxes. As a unit of local government, the District is not subject to Federal Excise Tax, Illinois Retailer's Occupation Tax, Illinois Use Tax, or Municipal Retailer's Occupation Tax. The District's Illinois Department of Revenue tax exemption number for the District is E-9997-8636-01. Upon request, the District will provide a Federal Excise Tax Exemption Certificate.

Invoices shall be presented by Proposer monthly, together with supporting documentation in the form and delivery method specified by the Department of Planning & Development. The District shall notify Proposer promptly if an invoice is not in order.

All invoices submitted by Proposer for payment shall be paid by the District within 60 days of receipt of the completed invoice with all requested documentation. The District shall have the right to examine the books and records of Proposer for the purpose of auditing the same with reference to all charges made to the District. Payments shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act" (50 ILCS 505/1 et seq.).

**VII - NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and either personally delivered or sent by registered or certified mail, return receipt requested and addressed as follows:

If to Proposer: [Company Name]  
[Street Address]  
[City, State and Zip]  
Attention: \_\_\_\_\_

If to District: Forest Preserve District  
of Cook County  
536 N Harlem.  
River Forest, IL. 60305  
Attention: Daniel Betts, Permits, Concessions &  
Volunteer Resources

With a copy to: Dennis A. White, Chief Attorney  
Forest Preserve District of  
Cook County  
69 West Washington Street  
Suite 2010  
Chicago, Illinois 60602

Either party may change its address for receipt of notice and/or the name of the individual to whom such notice should be addressed by service of a notice of such change in accordance with this Article. Notice shall be deemed given when personally delivered or deposited in the United States mail, postage prepaid.

**VIII – DISPUTES AND DEFAULT**

In the event any questions or disputes as to the meaning or requirements of anything in this Agreement arise, the matter shall at once be referred for consideration and decision to the General Superintendent of the District, who shall reduce his/her decision to writing and who shall mail or otherwise furnish a copy to Proposer. The decision of the General Superintendent shall be final and binding.

If Proposer breaches any of its material obligations under this Agreement and has failed to cure such breach within thirty (30) calendar days after receipt of notice specifying such breach, the District may terminate this Agreement by notice in writing, which termination notice shall be effective immediately upon personal delivery or upon being deposited in the United States mail, postage prepaid by the District. If the Agreement is so terminated, the District may take over the work and services and secure substitute services from any other available source, and Proposer shall be liable to the District for any excess costs occasioned by the District thereby. Proposer shall be liable to, and promptly reimburse, the District for any difference in price, over and above the contract price, incurred by the District in purchasing substitute services, from the time of non-performance to the contract expiration date. In addition to the difference in price, Proposer shall promptly reimburse the District for expenses in securing alternative services due to Proposer's failure to meet its obligations, and for all attorney's fees and court costs incurred to seek or enforce collection of said difference, costs, fees, and expenses, or any other amounts due the District. The District reserves the right to hold back any monies due the Proposer at the time of Proposer's



inability or failure to perform, and to deduct from these funds any said difference, costs, fees and expenses.

If the District shall terminate this Agreement under the preceding paragraph, or if this Agreement is terminated under Article IX or otherwise, Proposer shall deliver to the District within ten (10) calendar days all finished or unfinished work product, documents, data, studies and reports prepared by Proposer for delivery to the District under this Agreement. If Proposer fails to make such delivery upon demand, then and in that event, Proposer shall pay the District any damages the District may sustain by reason thereof.

#### **IX - TERMINATION**

The District may terminate this Agreement, or any portion of it, for any reason at any time by giving 30 days' notice of termination in writing from the District to Proposer. Payment for work performed up to the effective date of termination pursuant to this section shall be based on the actual services performed by Proposer, as approved by the District's Purchasing Agent and Director of Facilities and Fleet. Such payment shall be in full settlement for services rendered under this Agreement.

#### **X - INDEMNIFICATION AND HOLD HARMLESS**

Proposer agrees to defend, indemnify, keep and save harmless, the District, its President, Board of Commissioners, officers, employees, and agents against all injuries, deaths, loss, damage, patent claims, copyright or trademark claims or suits, other causes of action, liabilities, judgments, cost or expenses, including reasonable attorneys' fees which are the result of an error, omission or negligent act of the Proposer, its employees, agents or subcontractors arising out of or resulting from the performance of service under this contract. Proposer expressly understands and agrees that any performance bond or insurance protection required pursuant to this Agreement shall in no way limit the responsibility to indemnify, defend or keep and save the District, its agents, officials and employees as herein provided. The obligation to indemnify the District shall survive the termination or expiration of this agreement.

#### **XI - INSURANCE**

Proposer shall, at its own expense, obtain and provide proof of the minimum insurance coverage as specified below. The insurance maintained by Proposer shall be on a primary, non-contributory basis and shall not be excess or pro rata to any other insurance or self-insurance maintained by the District. Proof of insurance must be provided after receiving a Notice of Award and before the District's issuance of a Notice to Proceed. The FPD maintains the right to modify, delete, alter or change these requirements.

#### **Rating of Insurance Companies**

The insurance company or companies providing the required coverage during the entire term of this Agreement shall be satisfactory to the District and shall carry a minimum policyholder rating of **not less than "A minus" as listed in Best's Key Rating Guide, with a Class 7.**

#### **Certificates of Insurance**

Proposer shall furnish to the Purchasing Agent, Forest Preserve District of Cook County, 69 W. Washington, Room 2060, Chicago, IL 60602, original certificates of insurance evidencing the required coverage, in force on the effective date of an approved Professional Services Agreement issued pursuant

to this Agreement, and renewal certificates of insurance or some such similar evidence if the coverage's have an expiration or renewal date occurring during the term of the contract.

The receipt of any certificate does not constitute agreement by the District that the insurance requirements for the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all of the contract requirements. The failure of the District to obtain certificates or other insurance certificates from the contractor shall not be construed as a waiver of the requirements by the District.

#### **Additional Insured**

Except for Workman's Compensation and Professional Liability, the awardee shall make the Forest Preserve District of Cook County, its Board of Commissioners, officers, and employees, individually and collectively, an additional insured.

#### **Types and Limits**

Proposer shall purchase and maintain during the term of this contract the following types and amounts of coverage:

1. **Worker's Compensation Insurance** covering any and all claims which may arise because of the Worker's Compensation and Occupational Disease Acts of the State of Illinois. The employer's liability section of the Worker's Compensation policy shall have a limit of not less than \$500,000 each Accident, \$500,000 each Employee, \$500,000 policy limit for disease and broad form all states coverage.
2. **Commercial General Liability insurance** protecting against public liability claims which may arise in the course of performance of this Agreement with a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$1,000,000 aggregate. The limits of liability for property damage shall not be less than \$1,000,000.
3. **Commercial Automobile Liability Insurance**, including employers non-ownership and hired car coverage, protecting against automobile claims whether on or off the District's premises with bodily injury limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000 per occurrence. The uninsured motorists insurance shall be in accordance with Illinois requirements. Hired and non-owned coverage will be acceptable without the additional insured for auto liability if no vehicles are owned.
4. **Professional Liability Insurance**: with limits of no less than \$1,000,000 covering Proposer against all sums which the professional Proposer may become obligated to pay by reason of the liability impose up the professional Proposer by law for damage resulting from any claim made against Proposer under this Agreement, in the capacity as professional Proposer and caused by any error, omission, or negligent act of Proposer, or of any person employed by the professional Proposer, is legally liable. This professional Liability Insurance shall remain in force for the duration of Proposer's obligations under this Agreement. The limit of liability of this Insurance shall be no less than the \$1,000,000 with a deductible of not more than \$50,000.
5. **Valuable Papers Insurance** in an amount not less than \$100,000 to cover any loss occasioned by fire, theft or any other cause.
6. **Umbrella Excess Liability Insurance** with limits of not less than \$1,000,000 for each occurrence for all liability and \$1,000,000 in the aggregate per policy year.

## **XII - NONDISCRIMINATION**

Proposer, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, disability, national origin, or status of discharge from military, nor shall Proposer otherwise commit an unfair employment practice. Proposer further agrees that this paragraph will be incorporated in all contracts entered into with sub-Proposers or suppliers of material who may perform any such labor or services in connection with this Agreement.

Proposer also shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, Proposer shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. In addition, Proposer shall comply with the Cook County Human Rights Ordinances, Cook County Code, Chapter 42, Section 42-30 et seq.

## **XIV – MBE/WBE PROGRAM**

Proposer acknowledges that the District has adopted a plan and policy to establish and implement measures designed to eliminate arbitrary barriers for participation in contracts by Minority-Owned Business Enterprises and Women-Owned Business Enterprises (“MBE/WBE”). Proposer agrees to comply with this participation goal and submit an MBE/WBE Utilization Plan and a Letter of Intent (to be completed by MBE/WBE Sub-proposers) or alternatively a Request for MBE/WBE Waiver Form, included as part of this Agreement in Exhibit C, Required Certifications. MBE/WBE firms that are certified by an agency other than Cook County should also complete a Reciprocal Affidavit.

Proposer also agrees to maintain a record of all relevant data with respect to the utilization of such MBE/WBEs with regard to payment requests accepted by the District. Such records shall include, but not be limited to payroll records, invoices, cancelled checks, sworn statements and books of account, all of which should be held for a period of at least five (5) years after Proposer’s completion of the Services. The District or its agent shall have the right to obtain from Proposer any additional data reasonably related or necessary to verify any representations by Proposer regarding its use of MBE/WBEs.

## **LIVING WAGE**

The Forest Preserve District Living Wage ordinance mandates that a minimum base wage be paid to individuals employed under contracts between the District and any person or entity awarded a contract by the District or the subcontractor or any such person or entity. As of January 1, 2013, the living wage for Cook County was no less than \$11.32 per hour if employee health benefits are provided or \$4.15 per hour without health benefits. The living wage rate for Cook County is adjusted annually using the most recent federal poverty guidelines for a family of four published by the U.S. Department of Health and Human Services, per Section 1-8-2.T of the Code. Prospective bidders are encouraged to submit an inquiry to confirm the current living wage prior to submitting a bid.

## **XV - PERSONNEL**

The quality, experience and availability of personnel employed by Proposer are of the essence. Key personnel to be used in connection with this Agreement are listed in Exhibit B attached hereto. Proposer represents that the key personnel identified shall be fully qualified to perform the tasks to be assigned. Proposer shall not make any change or reassignment of Key Personnel without prior notice to the District of such change or reassignment, specifying the credentials of each such change or replacement. The

District may at any time and for any cause request that Proposer remove any of Proposer's assigned personnel and Proposer shall immediately furnish to the District other acceptable personnel. Proposer shall be fully responsible for all services performed pursuant to this Agreement by Proposer's employees, Sub-proposers or others who may be retained by Proposer with the approval of the District.

#### **XVI - INDEPENDENT CONTRACTORS**

District and Proposer shall each be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, in a joint venture, or partner of the other party. Each agrees to take such steps as may be necessary to ensure that each of their subcontractors will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, in a joint venture or partner of the other party hereto. All persons furnished, used, retained or hired by or on behalf of each party hereto or any of their respective sub-Proposers or sub-contractors shall be considered to be solely the employees or agents of the respective party or such sub-Proposer or sub-contractor, and each party hereto shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including those as required by law.

#### **XVII - ACCESS TO BOOKS AND RECORDS**

The District and Proposer will permit any regulatory agency and its representatives authorized by the District to have access to all data and records relating to the nature and extent of cost of services provided under this Agreement until four (4) years after the furnishing of such services. Both parties will provide this access to books and records in accordance with the Social Security Act and regulations. If Proposer carries out the requirements of this Agreement through a subcontract with a value of Ten Thousand Dollars (\$10,000) or more, over a 12 month period, Proposer will include this right of access to books and records in each subcontract. This provision relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act and Section 952 of the Omnibus Reconciliation Act of 1980 to this Agreement. If such provisions should be found to be inapplicable, then this clause shall be deemed to be inoperative and without force and effect.

#### **XVIII - COMPLIANCE WITH LAWS**

In the performance of this Agreement, Proposer shall observe and comply with the applicable laws, ordinances, regulations and codes of the Federal, State, County, District and other local government agencies, which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by Proposer's employees, agents or sub-contractors shall be the responsibility of Proposer. Proposer shall obtain any and all necessary permits, licenses and other authorizations necessary for its performance under this Agreement. Proposer has executed the Certificate of Qualification attached hereto in Exhibit C and made a part hereof.

#### **XIX - GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

#### **XX - ASSIGNMENT/BINDING EFFECT**

No right or interest in this Agreement shall be assigned by Proposer to any third party, or subcontracted, (except as set forth in the Proposal) without the advance written consent of the District, which may be

withheld in the District's sole discretion. District reserves the right to impose reasonable conditions precedent to giving any such consent, including but not limited to insurance and surety bond coverage. Notwithstanding District consent to assign or subcontract, Proposer shall not be relieved of its obligations under this Agreement. Proposer shall not transfer or assign any claim for funds due or to become due, without the advance written approval of the District, which approval shall not be unreasonably withheld.

#### **XXI - OWNERSHIP OF DOCUMENTS**

All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, data bases and other documents or materials required to be furnished by the District or Proposer hereunder or in connection with any Professional Services Agreement, including drafts and reproduction copies thereof, shall be and remain the exclusive property of District, and District shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Proposer. Upon the termination of this Agreement, or upon request of District, during any stage of work, Proposer shall promptly deliver all such materials to District. Proposer shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working papers, without the prior written approval of District, provided, however, that Proposer may retain copies of the same for Proposer's own general reference.

#### **XXII - WAIVER**

The waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing any such provisions.

#### **XXIII - ORDER OF PRECEDENCE**

This Agreement shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall control to resolve all cases of conflict, ambiguity or inconsistency. Nothing set forth in Proposer's incorporated documents shall be deemed or construed to supersede the terms set forth in Sections I-XXV of this Agreement.

- A. Agreed contract modifications of this Agreement entered into after the date of execution of this Agreement, if any.
- B. Sections I-XXV of this Agreement and all Exhibits attached hereto. To the extent of any conflict between Exhibit A and the remainder of this Agreement, the Agreement taken without Exhibit A shall govern.
- C. District Certifications.

#### **XXIV - REPRESENTATIONS AND WARRANTIES**

Proposer represents and warrants that: (1) Proposer possesses and will keep in force all required licenses to perform the Services pursuant to this Agreement, and (2) the employees, officers, agents and subcontractors of Proposer performing the services are fully qualified, licensed as required, and skilled to perform the services.

**XXV - CONFLICT OF INTEREST**

No member of the governing body of the District and no other officer, employee or agent of the District who exercises any functions or responsibilities in connection with the program to which this Agreement pertains shall have any direct or indirect personal interest or derive any financial benefit from this Agreement.

Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project to which the contract pertains that would conflict in any manner or degree with the performance of its work hereunder. The Proposer further covenants that, in its performance of the contract, no person having any such interest shall be employed

**XXVI - SEVERABILITY**

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provisions of this Agreement or its incorporated documents are unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Agreement shall survive and continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

The Forest Preserve District  
Of Cook County, Illinois

Contractor:

\_\_\_\_\_  
**Daniel Betts Director of Permits,  
Concessions and Volunteer Resources**

\_\_\_\_\_  
**Proposer**

\_\_\_\_\_  
**Arnold Randall  
General Superintendent**

\_\_\_\_\_  
**Title**

Attest: \_\_\_\_\_  
**Secretary**  
(Affix Corporate Seal here)

Attest: \_\_\_\_\_  
**Secretary /Witness**  
(Affix Corporate Seal here)

\_\_\_\_\_  
**Dennis A. White  
Chief Attorney**

**1) EXHIBIT B - KEY PERSONNEL & SUBPROPOSERS**

[PROPOSERS TO INSERT KEY PERSONNEL LIST HERE]

**Sub-proposer Form**

**SUBMIT THE NAMES OF ALL SUBPROPOSERS  
YOUR FIRM INTENDS TO USE FOR THE PERFORMANCE OF ALL SUB-DIVISION OF WORK**

SUBCONTRACTOR	WORK/PRODUCT/SERVICE	TYPE OF BUSINESS ORGANIZATION	YEAR INCORPORATED	OWNERSHIP INTEREST	MBE, WBE OR N/A
<i>example</i> XX PROPOSER INC.	<i>example</i> Cost estimating	<i>example</i> LLC	<i>example</i> 1985	<i>example</i> John Doe - 25% Jane Smith - 75%	<i>example</i> WBE



## 2) EXHIBIT C - REQUIRED CERTIFICATIONS

1. Certificate of Qualification\*
2. Tax & Fee Delinquency\*
3. Affidavit of Child Support Obligations\*
4. Disclosure of Ownership Interest Statement\*
5. Disclosure of Lobbyist Contacts

\*=must be notarized

## CERTIFICATE OF QUALIFICATION

**Completion of this form is required**

The following certifications are made pursuant to state law and District ordinances (Section 1-8-2(A)(2)). Vendor is cautioned to carefully read these certifications prior to execution of this Contract. Execution of the Contract shall constitute affirmation of these certifications and shall also constitute a warranty by vendor that all the statements set forth within these certifications are true and correct statements of the vendor. Vendor is hereby notified that failure to execute these certifications shall result in disqualification from eligibility for the award of this contract. Vendor is further notified that in the event the District learns that any of the following certifications were falsely made, the Contract shall be subject to termination.

No person or business entity shall be awarded a Contract or sub-Contract, for a period of five (5) years from the date of conviction or entry of a plea of *nolo contendere* or admission of guilt, if that person or business entity:

1. has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity; or
2. has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; or
3. has been convicted of bid-rigging or attempting to rig under the laws of the State of Illinois; or
4. has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; or
5. has been convicted of price fixing or attempting to fix prices under the laws of the State of Illinois; or
6. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois; or
7. has been convicted of violations of any other federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts; or
8. has made an admission of guilt of such conduct as set forth in subsection (1) through (7) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
9. has entered a plea of *nolo contendere* to charges of bribery, price fixing, bid-rigging or fraud, as set forth in sub paragraphs (1) through (6) above.

I, \_\_\_\_\_ of  
\_\_\_\_\_,  
(TITLE) (PROPOSER)

do hereby affirm by checking each item below that the following is true and correct to the best of my knowledge:

- \_\_\_ Proposer has not been convicted, or entered a plea of *nolo contendere*, or made an admission of guilt to any act described in the identified Ordinance (Section 1-8-2(A)(2)) of the Forest Preserve District of Cook County.
- \_\_\_ The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity has not been convicted or entered a plea of *nolo contendere* or made an admission of guilt to any act described in the identified Ordinance.
- \_\_\_ Proposer does not employ an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.
- \_\_\_ Proposer does not have an owner who controls, directly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

\_\_\_\_\_  
(SIGNATURE)

State of Illinois

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

Subscribed and sworn to

before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

(Signature & Seal)

## **TAX AND FEE DELINQUENCY**

**Completion of this form is required**

Section 1-8-2(D) of the Code provides that:

### **1. DISQUALIFICATION FOR TAX AND FEE DELINQUENCY**

No person or business entity shall be awarded a Contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a Contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

### **2. STATEMENT UNDER OATH**

Before awarding a Contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent.

### **3. FALSE STATEMENTS**

The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the Contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

### **4. DELINQUENCY DURING PENDENCY OF CONTRACT**

If during the existence of any Contract or subcontract for goods or services between the District and any person or business entity such person or business shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the Contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.

### **5. APPLICABILITY**

This Section 1-8-2.D. applies to all Contracts and subcontracts for goods and services, including; personal services Contracts, Contracts which are awarded on the basis of a bidding process; Contracts which are not awarded on the basis of a bidding process; Contracts which originate under the authority of the Purchasing Agent of the District; and Contracts originate from any other office or department of the District. For purposes of Section 1-8-2. (D)., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by

ordinance or by law which are payable to the District, or an office or department of the District, for any permit, license, service or any other purpose.

Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District, the County of Cook, the State of Illinois, the United States of America, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

I, \_\_\_\_\_, the \_\_\_\_\_  
(NAME) (TITLE)

of \_\_\_\_\_, having been duly sworn to state the  
(PROPOSER)

truth, do hereby affirm that the following is true and correct to the best of my knowledge Proposer is not an owner of real property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent:  YES  NO.

If the answer is "No" and the Proposer is an owner of real property in Cook County, please list the Permanent Index Numbers (PIN) for any real estate owned by Proposer:

\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_  
(Signature) (Office/Title)

State of Illinois

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

Subscribed and sworn to

before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public Signature & Seal

**DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

**Completion of This Form is Required**

The Forest Preserve District of Cook County requires that any Applicant for any District action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this "Statement" must be kept current, by filing an amended Statement, until such time as the District shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this Contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the District being voided.

*"Applicant"* means any entity or person making an application to the District for any District Action."

*"District Action"* means any action by the District or, a District Department, regarding an ordinance or ordinance amendment, a District approval, with respect to Contracts, leases, or sale or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for District Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and

Is listed on the Applicant's Statement (a "Holder") must file a Statement and complete section #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers

**This Statement is being made by:**     Applicant or  Stock / Beneficial Interest Holder

**This Statement is an:**     Original Statement or  Amended Statement

**Identifying information:**

Name \_\_\_\_\_ D/B/A: \_\_\_\_\_ EIN NO: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone No: \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor     Partnership  Corporation     Trustee of Land Trust

Business Trust     Estate     Association     Joint Venture

Other (describe) \_\_\_\_\_

**Ownership interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant / Holder
------	---------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent / Nominee	Name of Principal	Principal's Address
-------------------------	-------------------	---------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name Relationship	Address	Percentage of Beneficial Interest
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_____	_____	_____
_____	_____	_____
_____	_____	_____

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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Name of Authorized Applicant/Holder Representative (please Print or Type)      Title

---

Signature      Date

---

E-mail address      Phone Number

Subscribed to and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.      My commission expires:\_\_\_\_\_

X\_\_\_\_\_

Notary Public Signature & Seal



**Disclosure of Lobbyist Contacts**

List all persons or entities, which have made lobbying contacts on your behalf, with respect to, this Contract.

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not Applicable

Signature of Authorized Representative:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Office/Title)

State of Illinois  
County of \_\_\_\_\_

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

Notary Public: \_\_\_\_\_  
(Signature & Seal)