



Request for Proposals

For

Boat Concessions at Two Recreational Facilities

ISSUED BY:

FOREST PRESERVE DISTRICT OF COOK
COUNTY

Permits, Concessions, and Volunteer Resources

POSTING DATE: August 11, 2014

DUE DATE: October 1, 2014 Time: 10:00A.M.

RFP NO. #14-40-409

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The Forest Preserve District of Cook County (the "District") is seeking proposals from interested concessionaires that are capable of furnishing certain services ("Boat Concessions") described within this Request for Proposals ("RFP"). The services to be provided, the term of the contract and other specific provisions are more fully described in Scope of Services. The boat concession services are to be provided in conjunction with the operation of the District facility or facilities (the "Recreational Facility" or "Recreational Facilities").

It is essential that the District retain the services of a Concessionaire with the appropriate background to operate the two Recreational Facilities so that visitors will be assured they will be provided equipment that is professionally managed and expertly maintained, and receive the necessary instruction to use the equipment properly.

Activities in the proposal may include, but are not limited to:

- Kayak rentals
- Kayak instructional classes
- Guided kayak tours
- Canoe rentals
- Canoe instructional classes
- Guided Scenic canoe tours
- Scenic boat tours
- Paddle boat rentals
- Illinois Department of Nature Resources (IDNR) fishing licenses
- Food concessions
- Boat and equipment rental

DISTRICT BACKGROUND

The District 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.

An overall goal of the District 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 mission of the Forest Preserve District of Cook County is 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."

Please visit the District's website at www.fpdcc.com to learn more about the District.

1. SCHEDULE

The District anticipates the following Schedule:

RFP posted to the website	August 11, 2014
Pre-Proposal Conference	September 12, 2014 **Please RSVP by email to David.Panitch@cookcountyil.gov
Vendor Inquiry Deadline	September 17, 2014
Response to Inquiries	September 22, 2014
Proposal Due Date	October 1, 2014
Evaluation of Proposals	October 15, 2014
Contract Award Date	November 18, 2014
Program Kick-Off- Opening Day, 2015	April 1, 2015

2. SCOPE OF SERVICES

The following, presents the minimum scope of services to be provided in connection with the awarding of this RFP.

- 1.) The Concessionaire shall provide, at minimum, the items set forth within the scope of services. The Concessionaire shall charge fair and reasonable prices for all articles and goods sold or rented and for all services provided at such concession, and such prices shall not exceed those agreed to between the Concessionaire and the District. Prices to be charged by the Concessionaire shall be set forth in the Proposal Package submitted by each concessionaire.
- 2.) Concessionaire must remove rental equipment at the end of the season and store the equipment off District property.
- 3.) Concessionaire must have rental equipment registered by the Illinois Department of Nature Resources (IDNR).
- 4.) Concessionaire will be given a three (3) year contract with two (2) one (1) year optional extension options.
- 5.) No alcoholic beverages are to be sold or stored by the Concessionaire on District property.
- 6.) Concessionaire may not operate vending machines unless specifically approved in writing by the District, which approval may be withheld for any reason, including the District's election to install and operate vending machines at the site.
- 7.) The Concessionaire agrees to operate, at his/her own expense, all District facilities and equipment in a clean and sanitary manner.
- 8.) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official Concessionaire personnel. The design of such uniforms shall be subject to the prior approval of the District. All uniforms worn shall be maintained in a neat and clean manner.
- 9.) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public. If the Concessionaire or his/her employees, officers, agents, and subcontractors offer training or lessons for canoes or kayaks, Concessionaire must possess an ACA (American Canoe Association) or equivalent certification to do so in a safe and effective manner.
- 10.) The successful Concessionaire shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to rental Concessionaires in the state of Illinois.
- 11.) The District is furnishing only those items of equipment, if any described in the Exhibit E. Concessionaire agrees to furnish all other equipment, utensils, supplies, etc. necessary to operate the awarded Recreational Facility. Concessionaire should be aware that any security device or system present in the concession area at the time of inspection is the property of the District.
- 12.) Concessionaire must follow and adhere to the District boating regulations.

- 13.) Hours of operation must be the same as those for the Recreational Facilities. Concessionaires should set forth their intended hours of operation in their proposal, if different from the standard operating times of sunrise to sunset.
- 14.) Concessionaire must maintain enough stock to serve the public need.
- 15.) Concessionaire must clearly display prices for all merchandise, food, beverages and services.
- 16.) Concessionaire will be responsible for the proper disposal and removal of refuse from the Recreational Facilities in District containers.
- 17.) Concessionaire shall provide custodial services at all Recreational Facilities. A “clean and attractive state” shall include but is not limited to:
 - Maintaining the interior/exterior of all facilities operated by the Concessionaire including outside comfort stations outside of the Recreational Facilities
 - Cleaning public restrooms
 - Providing restrooms with soap, towels, toilet paper, and other necessary items needed
 - Maintaining the exterior grounds of all Recreational Facilities
 - Scrubbing all docks
 - Power washing
- 18.) Concessionaire must work with the District prior to clearing harbors of aquatic weeds, debris and obstructions.
- 19.) Maintain a pest, pigeon, rodent, nuisance and non-native bird species, and vermin control program that minimizes the infestation of pests, pigeons, rodents, nuisance and non-native bird species.
- 20.) Employees of the Concessionaire must conform to all District rules and regulations.
- 21.) Concessionaire will be responsible for notifying the District immediately if the property is vandalized.
- 22.) Concessionaire shall maintain management, operations, and maintenance records (which will be available at any time for the District's request).
- 23.) Concessionaire shall provide to the District the names and telephone numbers of persons to respond to emergency situations occurring at any time.
- 24.) Concessionaire will be responsible for all utilities that arise from the operation of the recreation facilities.
- 25.) Concessionaire shall advise, assist, and work with the District's Communication Department in developing and implementing marketing activities, plans, and strategies for the Recreational Facilities which will include but is not limited to an internet and social media plan. Any cross marketing material produced by the Concessionaire must be approved in advance prior to distribution.
- 26.) Concessionaire shall maintain a business email address to address customer inquiries.

27.) Concessionaire is responsible for paying their own sales tax.

28.) Concessionaire shall be responsible for the collection of all District approved fees:

- Accounting for all fees.
- Collection of fees for returned checks due to non-sufficient funds

29.) Concessionaire shall maintain an up-to-date comprehensive Operations and Procedure Manual.

It is the intent of this RFP to provide basic guidance on policies, practices, and procedures covering all aspects of the management, operation, and maintenance of all Recreational Facilities including the following:

- Mission statement, goals, and objectives
- Operating and management policies
- Organizational structure
- Administrative responsibilities
- Equipment for operations and maintenance
- Procedures for cash control, accounting, auditing and report processing
- Procedures for receiving, handling, and processing receipts
- Employee hiring, benefits, training and performance standards
- Personnel policies and procedures
- Staff schedules, position descriptions, and duties
- Maintenance/schedules and repair policies
- Customer service policies
- Marketing policies
- Home office support
- Emergency, accident and safety procedures
- Medical services
- Environmental controls and procedures
- Any other item deemed necessary and approved by the District

30.) Unless otherwise specified in the scope of services, the Concessionaire shall operate during all seasons when the Recreational Facilities are open to the public. In some businesses it may be customary or desirable to close the concession or a portion of its operations one weekday per week. Concessionaires should specify any proposed days of closure in their RFP response.

31.) The selected Concessionaire will be required to execute all necessary fields in section 10, Exhibit A, Exhibit B, and provide the information required in section 9. The form of Concession Agreement is attached as Attachment C. Concessionaires are expected to familiarize themselves with all requirements of the RFP prior to submitting a proposal. Certain terms of the Concession Agreement will affect the concessionaire's expenses in operating the concession.

32.) If a Concessionaire desires to make capital improvements to the concession facilities as part of its proposal, an alternative proposal should be prepared: that is, the Concessionaire should submit one proposal without such improvements and an alternate proposal including the desired improvements.

33.) Maintain and pay for all required permits, applicable licenses, certifications and insurance required by the District, other municipalities, other agencies and the State of Illinois and any United State codes and regulations for this type of concessions operation.

34.) All signage and marketing materials must be approved by the District prior to any installation on District property. All Marketing materials must clearly define the District as landowner/partner.

35.) Concessionaire must be willing to work with the District to provide rental equipment and staffing support if applicable to the District for approved programs and events. A negotiated discount percentage will be agreed upon between the Concessionaire and the District.

3. OPERATIONS AND MAINTENANCE

DESCRIPTION OF MINIMUM CONCESSION SERVICES

Minimum Services required by the District: Boat concessions at two Recreational Facilities based out of Busse and Tampier. The items to be offered for rental (or sale, as applicable) shall include, at a minimum, the following, subject to District Approval:

Sale: Bait, tackle, fishing licenses, non-alcoholic beverages, snacks

Rental:

- a.) Boats – the Concessionaire shall provide a minimum of fifty (50) boats minimum length of fourteen (14) feet with a minimum side depth of nineteen (19) inches and positive flotation meeting U.S. Coast Guard standards and minimum weight capacity of not less than seven hundred (700) points.
- b.) Canoes/Kayaks – the Concessionaire shall provide a minimum of twenty five (25) canoes having a minimum length of seventeen (17) feet with positive flotation as approved by the U.S. Coast Guard.
- c.) Paddle Boats – the Concessionaire may also provide paddle boat rentals which meets U.S. Coast Guard standards to the public at fair and reasonable rates. The type, size and rental rates of these boats must be approved by the General Superintendent (or his designee) prior to making them available to the public.
- d.) Additional Equipment – the licensee shall provide heavy duty oars, U.S.C.G. approved vest type life preservers and other equipment to adequately meet the needs and safety of the public.

Current Hours of Operations are below:

Summer-Boat Operation- **Seven (7) Months April 1st thru October 31**

4. REPORTING AND FINANCIALS

- 1.) The successful Concessionaire shall ensure a system with duplicate cash receipt capabilities.
- 2.) Concessionaire shall provide quarterly income statements and will be required to send these reports electronically to the Permits, Concessions, and Volunteer Resources department.
- 3.) Concessionaire shall include in their quarterly report, days and time worked for the reporting month.
- 4.) The District reserves the right to audit any financial documentation at any time.

5. EQUIPMENT

- 1.) Concessionaire shall maintain all boats and operational equipment in sound working order and condition.
- 2.) Concessionaire shall thoroughly clean all equipment prior to each season and before equipment is deposited in District waterways.
- 3.) Concessionaire must ensure adequate cleaning of rental equipment anytime equipment is taken off site and used in other waterways and before it is deposited again in District waterways.
- 4.) Boats may not be deposited at the designated rental storage area prior to the Concessionaire opening and must be removed by Concessionaire closing or as otherwise permitted.
- 5.) The Concessionaire must provide an employee to monitor the concession and rental storage area at all times during operation.
- 6.) Boat storage area will be maintained in a neat and orderly manner at all times. Non-motorized boats and equipment will be stored in a manner as to not to impede any and/or all other activities within the Recreational Facility or adjoining dock.
- 7.) In the event scenic tours are part of the concession, boat guide(s) must each have a cell phone for emergency purposes.

6. SAFETY AND COMPLIANCE

- 1.) The Concessionaire must have on file a signed waiver from each participant, or their legal guardian if under 18 years of age, which holds the District, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on District property which arise from or are in any manner connected with the services provided to the participants under this Concession Agreement.
- 2.) Concessionaire must maintain a record of the client's name, local contact number and boat identification number to aid with locating the client should they go missing.

- 3.) Concessionaire must make clients aware of any known hazards and off-limits areas, and that any violations may result in a citation and/or injury.
- 4.) Concessionaire shall provide a properly fitting, appropriate U.S. Coast Guard approved Type II or Type V personal flotation device (PFD) to each client who does not have his or her own personal flotation device. All participants will be instructed on how to properly fit a PFD to their body.
- 5.) Concessionaire will be responsible for passing a basic health inspection and having the applicable permits and licenses to operate your concession
- 6.) If a client reports an injury to licensee or the Concessionaires aware of an injury or accident that requires medical services and the injury occurs during the performance of a licensee's services from launch to return, in addition to alerting the local emergency services the licensee shall file an accident report.
- 7.) Minimum Requirements for Guides (if applicable)
 - Must be at least eighteen (18) years old.
 - Have a valid American Canoeing Association or similar certification.
- 8.) In the event Concessionaire provides scenic tours: All non-motorized boat guides are responsible for completing and maintaining the minimum qualifications as outlined:
 - A valid Basic First Aid certification from the American Red Cross or the equivalent.
 - A valid CPR certification by either the American Red Cross as a Professional Rescuer or American Heart Association as a Healthcare Provider or the equivalent.
 - A valid ACA (American Canoe Association) certification or equivalent for flat-water instruction
 - Supervise and instruct clients and be capable of giving a suitable orientation talk to all clients in his or her boat on relative subjects which may include, but not limited to, overall safety, personal floatation devices, emergency signaling devices, paddling/maneuvering skills.
 - Possess a general knowledge of emergency access and evacuation routes, and summon and assist, when requested, any emergency response personnel.
 - Possess a written emergency action plan for each individual sites for District approval. and assist, when requested, any emergency response personnel.

7. ADDITIONAL SITES

The District has various lakes/rivers throughout Cook County. Concessionaires may submit an additional proposal along with their base fee to operate at any of the following sites which have no amenities and include a boat launch. The percentage of sales will be 1% of gross sales. A Concessionaire may operate here only if they have a trailer to operate out of and obtain the required licenses to operate on District property. The District reserves the right to reject any proposal for additional sites.

- 1.) Beck Lake- Des Plaines, East River Road & Central
- 2.) Busse South- Elk Grove Village, Higgins & I-290
- 3.) Wampum Lake- Lansing, Thornton Lansing Road and two miles west of Torrence Street

8. EVALUATION OF PROPOSALS

This document is a Request for Proposals (RFP); as such, with an RFP, the highest annual bid proposed will not guarantee an award recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of the services, and the annual bid may not be the determinative factor in the issuance of a contract award. The District will review all proposals received and will utilize its best judgment in selecting a qualified Concessionaire. The District reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs and quality expectations.

The proposal will be heavily evaluated in conjunction with the recreation master plan to determine if the service provider's proposal coincides with the District's recreation master plan. Please refer to our recreation master plan (<http://fpdcc.com/recreation-master-plan/>). Additional evaluation criteria are listed in the bullet points below.

- Applicable Certifications of Staff
- Years of Professional Experience
- Letters of Professional Recommendation
- Awards
- History

Concessionaire should be prepared to give an in-person presentation of their concession proposal not to exceed one (1) hour.

9. 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 1, 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 14-40-409 to the Pre-Proposal conference **(Optional)**.

Date: Friday, September 12, 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

10. SUBMISSION OF PROPOSAL

The Concessionaire or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

- 1.) A profile of the firm, including:
 - a. A brief history of the business.
 - b. Organizational structure of business.
 - c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).
- 2.) Active business venues (counties, states, cities, etc.).
- 3.) Present status and projected direction of business.
- 4.) The overall qualifications of the business to provide the services requested.
- 5.) The qualifications of the concessionaire's employees who will work on this contract.
- 6.) The business plan should include the approach to the project and vision of rental concessions; it should include the following:
 - Equipment and inspection plan
 - Training plan
 - Transition plan and timeline
- 7.) Concessionaire Registration/License
- 8.) Vendor must confirm that they will properly register as a Concessionaire in the State of Illinois if they are the successful concessionaire.
- 11.)Pricing Schedule
- 12.)Concessionaire must provide a sample price schedule for equipment rental and services with the proposal.
- 13.)Concessionaire must provide an inventory list of the minimum levels as specified in section 3. Concessionaire must have approval from the General Superintendent to fall below the minimum levels.



11. COST PROPOSAL

FACILITY: Busse Lake Boat Concessions

ANNUAL MINIMUM BID: \$ 7,500.00

LOCATION: Higgins Road & I-290, Elk Grove Village.

2015 Year 1 \$ _____

2016 Year 2 \$ _____

2017 Year 3 \$ _____

2018 Year 4 \$ _____

2019 Year 5 \$ _____

FACILITY: Additional Site (Under Section 7)

ANNUAL MINIMUM BID: \$ 1,500

LOCATION: Beck Lake

2015 Year 1 \$ _____

2016 Year 2 \$ _____

2017 Year 3 \$ _____

2018 Year 4 \$ _____

2019 Year 5 \$ _____

FACILITY: Additional Site (Under Section 7)

ANNUAL MINIMUM BID: \$ 1,500

LOCATION: Busse South

2015 Year 1 \$ _____

2016 Year 2 \$ _____

2017 Year 3 \$ _____

2018 Year 4 \$ _____

2019 Year 5 \$ _____

FACILITY: Additional Site (Under Section 7)

ANNUAL MINIMUM BID: \$ 1,500

LOCATION: Wampum Lake

2015 Year 1 \$ _____

2016 Year 2 \$ _____

2017 Year 3 \$ _____

2018 Year 4 \$ _____

2019 Year 5 \$ _____

FACILITY: Tampier Lake Boat Concessions

ANNUAL MINIMUM BID: \$ 3,750.00

LOCATION: 131st Street, west of Wolf Road, Orland Park

2015 Year 1 \$ _____

2016 Year 2 \$ _____

2017 Year 3 \$ _____

2018 Year 4 \$ _____

2019 Year 5 \$ _____

PERCENTAGE OF SALES: The Concessionaire shall pay the District 1% of their gross receipts. The Concessionaire shall provide the District with an accounting of its gross receipts and make payment of the 1% on the following schedule:

Time Frame	Accounting and Payment Due
May through June	July 15, 2015
July through August	September 15, 2015
September through October	December 15, 2015

TERM: May 1, 2015, through November 30, 2018 with two (2) optional one (1) year extensions

PAYMENT OF LICENSE FEE: The base fee portion shall be paid in semi-annual installments, in advance, the first installment to be paid upon execution of the Concession Agreement and thereafter on the first day of the 6 month period.

MINIMUM HOURS OF OPERATION:

Tampier/Busse Lake Boat Concessions
April through October Sunrise to Sunset

SEASON OF OPERATION: **Seven (7) Months April 1st thru October 31**

EQUIPMENT PROVIDED BY DISTRICT ("District's Facilities"): **Concession site, utility hookups and launch facilities.**

MONTHLY UTILITY FEE: **Direct Payment to utility companies**

COLLATERAL:

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

12. INSURANCE REQUIREMENTS

Insurance Requirements of the Concessionaire

Prior to the effective date of this Contract, the Concessionaire, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Concessionaire's responsibility for payment of damages resulting from its operations under this Contract.

Concessionaire shall require all SubContractors to provide the insurance required in this Agreement, or Concessionaire may provide the coverage's for SubContractors. All

SubContractors are subject to the same insurance requirements as Concessionaire except paragraph (d) Excess Liability.

The Cook County Forest Preserve District maintains the rights to modify, delete, alter or change these requirements.

Coverage's

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate per Project	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Damage to Rented Premises (each occurrence)	\$500,000

The General Liability policy shall include the following coverage's:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insured's clause

(c) **Commercial Automobile Liability Insurance**

Concessionaire shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$2,000,000
General Aggregate per Project	\$2,000,000

(e) **Property Insurance**

Concessionaire is required to maintain "All Risk" property insurance against damage or destruction to the Concessionaire's Improvements and Concessionaire's personal property in the amount of 100% of the replacement cost. Concessionaire is responsible for any damage or destruction to Cook County Forest Preserve District Forest Preserve District property at the full replacement cost.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation shall name Cook County Forest Preserve District, its officials, employees and agents as additional insured's with respect to operations performed. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Concessionaire's insurance shall be primary and non-contributory with any insurance maintained by Cook County Forest Preserve District. The full policy limits and scope of protection shall apply to Cook County Forest Preserve District as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Forest Preserve District Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Concessionaire shall provide the Forest Preserve District's Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Concessionaire shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Forest Preserve District's Chief Procurement Officer.

Prior to the date on which Concessionaire commences performance of its part of the work, Concessionaire shall furnish to the Forest Preserve District's Chief Procurement Officer Certificates of insurance maintained by Concessionaire. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Concessionaire's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County Forest Preserve District.

13. EVENTS OF DEFAULT DEFINED

The following constitute events of default:

- 1) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Concessionaire to the District.
- 2) Concessionaires failure to perform any of its obligations under the Concession Agreement.
- 3) Failure due to a reason or circumstances within Concessionaires reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services.
- 4) Discontinuance of the Services for reasons within Concessionaires reasonable control.
- 5) Failure to comply with the District's terms and conditions as set forth in the RFP.
- 6) Failure to comply with any other material term of the Concession Agreement, including the provisions concerning insurance and nondiscrimination.

14. EXHIBIT A (SUGGESTED PRICES)

Suggested Concession Prices		
Item	Suggested Cost	Concessionaire Cost to Patron
Hot Dogs	\$ 2.50	
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	\$ 0.50-1.75	
Bait	\$ 2.50-10.00	
Hooks	\$ 3.00-5.00	
Lures	\$ 1.00-25.00	
Coffee (8OZ)	\$ 1.75	
Hot Chocolate (8OZ)	\$ 1.75	
Row Boats/Kayaks/Canoes	\$15.00 Hourly/\$35.00 Daily	
Electric Trolling Motor Boats	\$18.00 Hourly/\$60.00 Daily	
Paddle Boats	\$12.00 Hourly/\$25.00 Daily	
Additional Fishing Equipment	N/A	
Scenic Tours	N/A	

Please attach an additional document if necessary to describe costs to District patrons which can include security deposits, damaged equipment, additional food items and etc.

15. EXHIBIT B (EXPERIENCE)

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

Attach additional sheets or substitute your own Plan if preferred. The District's goal is to provide a high level of public service. The Plan of Operations should demonstrate how the Concessionaire 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 Concession and to see that the goals of the Forest Preserve District are attained and the services of the general public are met.
 - a. Manager:
 - b. Name:
 - c. Position with Concessionaire Company:
 - d. Years with Concessionaire Company:
 - e. Experience:
 - f. Any licenses
2. Other Staff:
 - a. Name:
 - b. Position with Concessionaire Company:
 - c. Years with Concessionaire Company:
 - d. Experience:
 - e. Any licenses
3. Describe fully the items or services proposed to be provided, setting forth proposed prices for services and goods:

4. Attach samples of sales/rentals statements to be provided, if different from provided. These statements must set forth projections for at least the first year of operations.
5. Describe proposed hours of operation, if different from minimum hours set forth in Concession Agreement.
6. Describe return policies and rain check policies, if applicable.
7. Describe systems for inventory and stocking, as applicable.
8. Add any other relevant aspects of plan of operations

16. EXHIBIT C (LOCATIONS)



16. EXHIBIT D (PHOTOS OF SITES)

Busse Lake Boating Center

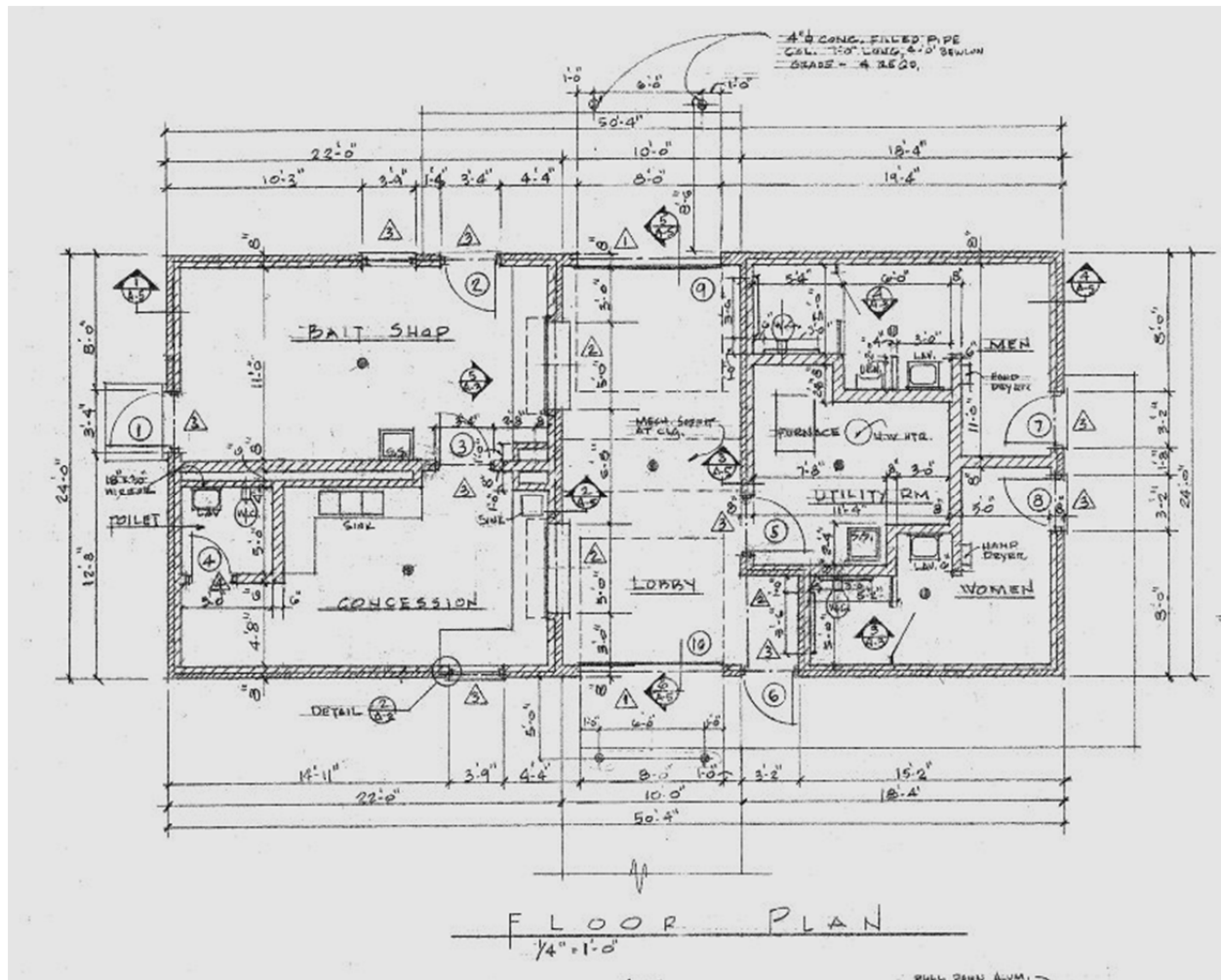


Tampier Lake Boating Center

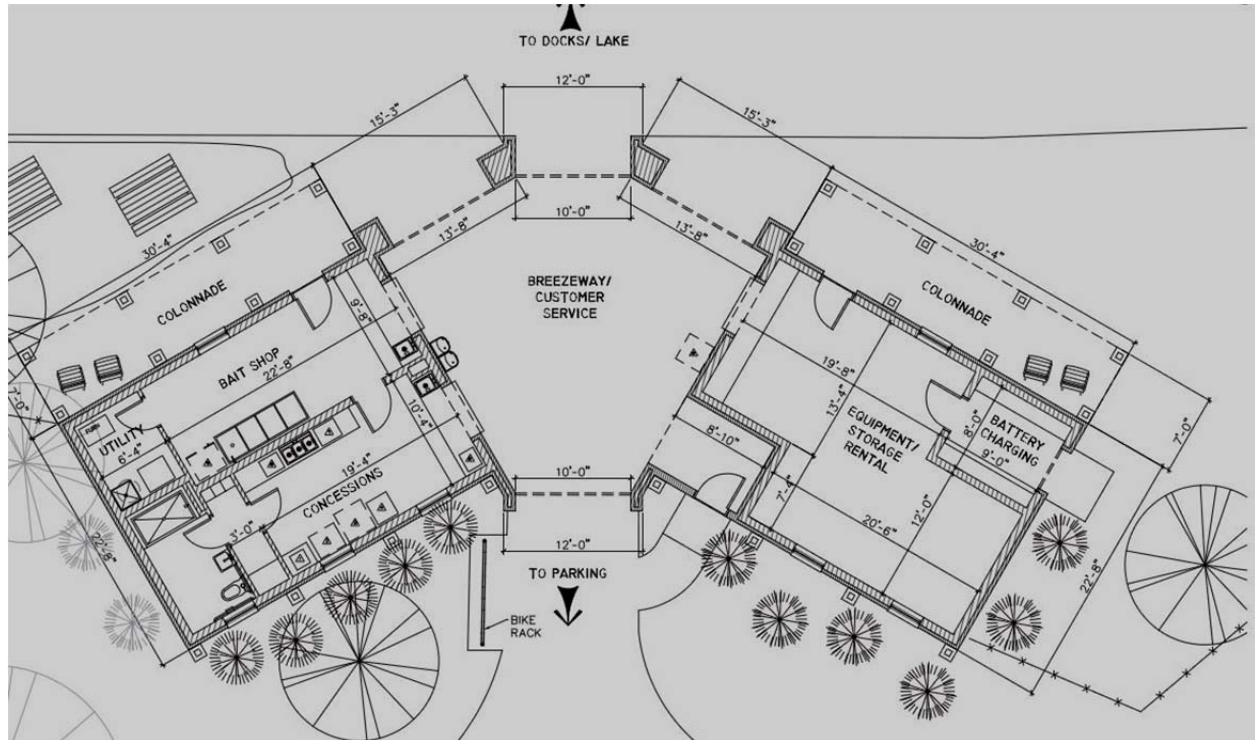


17. EXHIBIT E (FLOOR PLANS)

Tampier Lake Boating Center



Busse Lake Boating Center



KEY RFP INFORMATION

Deadline for Submittals. Proposals are due October 1, 2014 at **10:00 A.M. Central Time**. No proposals will be accepted after the deadline.

Optional Pre-Submittal Meeting:

Date: Friday, September 12, 2014
Time: 10:00 AM
Location: 536 North Harlem, River Forest, IL 60305
Cumming Square- General Head-Quarters (GHQ)
Free Parking
Phone 224-306-4570

Deadline for Questions & Answers. QUESTIONS MUST BE SUBMITTED BY 5:00 P.M. CENTRAL TIME on: September 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) 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
fpd.purchasing@cookcountyil.gov

Number of Copies and Format: Mail or hand 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 October 15, 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, Chapter 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

Boat Concessions at Two Recreational Facilities

RFP NO. #14-40-409



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 and Field Inspection Certification

This is to certify that I attended the **optional** Pre-Bid Conference on _____, 20__ (pre-bid conference date).

This is to certify that I have completed an **optional** field inspection on _____, 20__ (inspection date) and am familiar with the existing conditions.

Any condition not accurately specified in the Contract Documents and as found by my field inspection are attached.

Name

Signature

Title or Official Capacity

Company Name

Telephone Number

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 Permits, Concessions, and Volunteer Resources. 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/I 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 \$14.15 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
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_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

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)