



Request for Proposals

For

Food, Beverage and Retail Vendor at Two (2)
Locations

ISSUED BY:

FOREST PRESERVE DISTRICT OF COOK
COUNTY

Permits, Concessions, and Volunteer Resources

POSTING DATE: April 10, 2015

DUE DATE: May 13, 2015 Time: 10:00 A.M.

RFP NO. #15-40-400

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1. INTRODUCTION

Overview /Objectives

The Forest Preserve District of Cook County, ("District") is seeking Proposals from interested Vendors that are capable and experienced in providing, operating, and managing concession operations including food, beverage and retail at two (2) locations identified within this Request for Proposal ("RFP") The two locations are, (1) Cummings Square located at 536 N. Harlem Ave, River Forest, IL, 60305; and (2) Swallow Cliff, 10267 Calumet Sag Road, Palos Park, IL, 60464, hereinafter referred to as the Concession Facility or Concession Facilities. The facility at Cummings Square is a renovated building, whereas, the facility at Swallow Cliff has been built from the ground up and will be a brand new facility. The estimated completion date for these two (2) Concession Facilities is July 1, 2015. The Vendor may choose to submit a Proposal for one (1) or both of these Concession Facilities.

The overall goal of the District with respect to this RFP is to offer goods and services to the public in an enjoyable and cost effective manner. The Vendor should provide District patrons a varied selection of product offerings, including healthy food items, gluten free items, along with outstanding customer service.

Please visit <http://fpdcc.com/swallow-cliff/> for more information on the Swallow Cliff location and <http://fpdcc.com> for additional information on Cummings Square.

2. DISTRICT BACKGROUND

The District, with more than 69,000-acres, is the largest forest preserve district in the United States. It receives an estimated 40 million visits 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. This natural heritage offers something for everyone:

- Oak woodlands and savannas
- Tallgrass prairies
- Native wetlands
- Migratory fly-ways that afford spectacular birding
- 22 dedicated nature preserves
- 40 managed lakes and ponds
- 7 major waterways that can be canoed or kayaked and offer glimpses of waterflow and shorebirds
- 300 miles of marked trails for hiking, biking, horseback riding, and cross country skiing
- Scenic spots for painting, photography or quiet reflection

"The mission of the District 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.

3. SCHEDULE

The District anticipates the following Schedule:

RFP posted to the website	April 10, 2015
Pre-Proposal Conference (Mandatory)	April 24, 2015 – RSVP via email: david.panitch@cookcountyl.gov
Vendor Inquiry Deadline	May 1, 2015
Response to Inquiries	May 4, 2015
Proposal Due Date	May 13, 2015
Evaluation of Proposals	May 20, 2015
Contract Award Date	June 10, 2015
Program Kick-Off- Opening Day, 2015	July 15, 2015

4. SCOPE OF SERVICES

The following, presents the minimum scope of services to be provided in connection with the awarding of any Contract. In addition, the District would like to restate that professional concession operations, innovation, creativity, affordability, unique culinary items, along with outstanding customer service are key, as the District looks to create a unique one of a kind experience for patrons through a Vendor at two (2) Concession Facilities Locations.

General

- 1.) The Vendor shall charge fair and reasonable prices for all food and retail goods sold and for all services provided at the Concession Facilities. Such prices shall not exceed those agreed to between the Vendor and the District. Prices to be charged by the Vendor shall be set forth in the Proposal submitted by each Vendor.
- 2.) Proposals must outline the food and retail concession products that will be provided and each Vendor must include a sample menu with prices along with the number of anticipated employees.
- 3.) If a Vendor desires to make capital improvements to the Concession Facilities as part of its Proposal, alternative Proposals should be prepared: The Vendor should submit one Proposal without such improvements and an alternate Proposal indicating the desired improvements.
- 4.) The only equipment that the District is providing at both Concession Facilities is a 14" Standard Series Sink, with three compartments, both left and right drain boards, 9" backsplash, 16 gauge, 300 series stainless steel top and bowl, galvanized legs & adjustable feet, raised 1-11/2" rolled edge, includes 3-1/2" basket strainer, NSF Approved.
- 5.) Vendor agrees to furnish all other equipment, utensils, supplies, etc., necessary to operate the Concession Facilities. Vendor should be aware that any security device or system present in the Concession Facilities at the time of inspection is the property of the District.

Food and Retail Concession Sales

- 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 the 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) Vendor must provide healthy, allergy friendly, or gluten free items.
- 3) Styrofoam cups and gum products are prohibited at the Concession Facilities.
- 4) 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).

- 5) No alcoholic beverages are to be sold or stored by the Vendor on District property.
- 6) Vendor must clearly display prices for all merchandise, food, beverages and services with professional signage. No cardboard or handwritten signs will be allowed.
- 6.) Vendor 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 Concession Facility.
- 7.) Vendor must maintain enough stock to serve the patron need.
- 8.) The Cummings Square Concession Facility must offer a variety of items and the District envisions this Concession Facility as a "grab and go", where commuters can grab healthy snacks, pre-packaged foods, and magazines.
- 9.) The Swallow Cliff Concession Facility must offer a variety of retail, food and beverage items that emphasize fitness. Vendors will be expected to provide fitness related products such as wrist bands, head bands, jump ropes, and etc.

10.) The Vendor shall offer the following concession items for sale:

- | | |
|---------------------------|---------------------------------|
| • Healthy Snacks | • Water |
| • Salty Snacks | • Sunscreen |
| • Gatorade | • Coffee |
| • Sport Drinks | • Magazines |
| • Energy Drinks | • Newspapers |
| • Salad | • Hamburgers/Vegetarian Burgers |
| • Pre-Packaged Sandwiches | • Nutrition Bars |
| • Tea | • Sweat Bands (Swallow Cliff) |
| • Candy | • Headphones (Swallow Cliff) |
| • Pop | • Workout Matts (Swallow Cliff) |
| • Juice | • Jump Ropes (Swallow Cliff) |
| • Fruit | |

This list of food concession items is not exclusive and does not prohibit the sale of other similar and appropriate concession items. Both Concession Facilities have different markets and their menu offerings need to be tailored specifically to each Concession Facility. Information on both Concession Facilities is further defined within Exhibit A.

11.) Vendor is responsible for paying its own sales tax.

Compliance

- 1) Vendor shall perform the Services in accordance with 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
 - District rules, regulations and ordinances
- 2.) Vendor shall 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 Concession Facility operation.
- 3.) The Vendor shall operate, at its own expense, the Concession Facilities and equipment in a clean and sanitary manner.
- 4.) All employees, officers, agents, and subcontractors of the Vendor shall be neatly attired in uniforms that properly identify them as official Vendor 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.

Vendor shall clean all floors and other surfaces as needed on a regular basis. Vendor shall cleanse, disinfect and deodorize the Concession Facilities and shall promptly deposit all refuse in covered receptacles for all waste and garbage which may accumulate in the Concession Facilities.

Reports

- 1.) The Vendor shall provide to the District the following documentation on an annual basis:
 - a. Annual Operating Budget
 - b. Concession Facility Rules, Regulations and Policies
 - c. Customer Service Plan
 - d. Annual Marketing Plan
 - e. Cash Handling Policies and Procedures
 - f. Sales Volume & Expenses (Profit and Loss)
 - g. Concession Facility Revenue
 - h. Customer Service Reports (Patron Feedback)
 - i. Recommendations for Next Year

- 2.) The Vendor shall to provide to the District monthly electronic reports to include the following documentation by the 15th day of the following month:
 - a. Revenue Reports
 - b. Expense Reports
 - c. Profit and Loss Reports
 - d. Sales Reports
 - e. Usage Reports
 - f. Customer Satisfaction (surveys, complaints, and safety issues)

Term

Vendor will be provided a one (1) year contract with two (2), one (1) year extension options.

Security

- 1.) The District assumes no responsibility to Vendor and Vendor hereby releases the District, its employees, agents and representatives, from any liability with respect to the loss, disappearance or theft of, or damage or casualty to, any property (including money) of Vendor or its employees or agents located in or being brought into or out of the Concession Facilities. The District is not providing any security system or device other than door locks. Copies of keys to all doors to and within the Concession Facility shall be provided by the District to the Vendor.
- 2.) The Vendor shall report to the District within twenty-four (24) hours any vandalism or damage that occurs at the Concession Facility.

Hours of Operation

- 1.) The Vendor shall operate the Concession Facilities on a year round basis. It may be customary or desirable to close the Concession Facilities one weekday per week. The Vendor must also operate between the hours of sunup to sunset. The Vendor must specify any proposed days of closure in their RFP Proposal.
- 2.) The District reserves the right to shut down the Concession Facility due to inclement weather.

Utilities

Vendor will be responsible for the cost all utilities (i.e. electricity and water) that arise from the operation of the Concession Facility.

Marketing

- 1.) Vendor shall advise, assist, and work with the District's Communication Department in developing and implementing marketing activities, plans, and strategies for the Concession Facilities which

will include but are not limited to an internet and social media plan. Any cross marketing material produced by the Vendor must be approved in advance prior to distribution.

- 2.) Vendor shall maintain a business email address, phone number, and website to address customer inquiries.
- 3.) 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.

5. PRE-PROPOSAL CONFERENCE

The term of Contract will begin on the date any Contract is signed by all parties and filed in the office of the District's Purchasing Division.

Vendors are required to attend the **mandatory** Pre-Proposal conference

Date:	April 24, 2015
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 District evaluation committee will review all Proposals to ascertain if they are responsive to all submission requirements.

Acceptance of Proposals

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

Evaluation Process

The evaluation committee, at its discretion, may request that all Vendors provide a presentation, submit testimonials from current or past customers, submit clarifications, schedule a site visit of the Vendor's premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches.

Vendor Presentations

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



7. PROPOSAL AMOUNTS

This is a sample worksheet where the Vendor should indicate its Proposal amounts per site assuming a one (1) year initial contract period and two (2) options to renew for an additional year. The District reserves the right to award any Contract for either or both locations.

The Vendor is required to make their initial bid for one (1) or both of the Concession Facilities identified within this RFP. The District reserves the right to award one or both of these Concession Facilities to one (1) or two (2) Vendors in order to serve the patrons of the District.

Please note that if the Contract does not start on the anticipated start date, the District shall prorate the Proposal amounts depending on when the Vendor starts operating the Concession Facilities.

TERM: JULY 1, 2015 through JULY 1, 2016
FACILITY: CUMMINGS SQUARE
SUGGESTED ANNUAL MINIMUM BID: \$5,000.00

YEAR 1 _____

YEAR 2 _____ Optional year

YEAR 3 _____ Optional year

TERM: JULY 1, 2015 through JULY 1, 2016
FACILITY: SWALLOW CLIFF
SUGGESTED ANNUAL MINIMUM BID: \$5,000.00

YEAR 1 _____

YEAR 2 _____ Optional year

YEAR 3 _____ Optional year

8. EXHIBIT A (SUMMARY OF FACILITIES)

The following is a summary of the Cummings Square and Swallow Cliff Concession Facilities:

Swallow Cliff
11918 South La Grange Road
Palos Park, IL, 60464



Swallow Cliff Woods is best known for its dramatic “front lawn,” which leads up a steep, 100-foot-tall bluff. The bluff creates one of the best sledding hills in the county and also one of its toughest and most scenic stair workouts. This is one of the District’s most popular sites and daily attendance is very high. On top of the bluff, trails pass through this quiet 800-acre preserve. Hikers enjoy wandering the hilly, forested terrain complete with stream crossings, grand old oaks and flocks of migratory birds around the numerous wetlands.

Hikers and trail runners can cross the brown and yellow trails via a short connector trail from the top of the stairway. The full yellow loop trail is roughly eight miles, extending west to Cap Sauers Holding Nature Preserve and east to Palos Park Preserve. Hikers can cut the loop in half by using the white connector trail to cut back to Swallow Cliff North. These trails are part of the Sag Valley unpaved trail system, which is open to hiking, biking, horseback riding and cross-country skiing. Trail users can also access the yellow trail at the Swallow Cliff South entrance as well.

Cummings Square (Corner of Harlem and Lake St.)
536 N Harlem Ave
River Forest, IL, 60305



The new Cummings Square Concession Facility is an oasis for commuters. The Concession Facility is adjacent to a Pace bus stop and is 2 blocks away from a CTA train station. Dominican University, Concordia University and the Oak Park Tennis Club are located in River Forest and are in close proximity to this Concession Facility. Additionally, the District's General Headquarters is located adjacent to the property.. Foot traffic at this location is excellent and this particular Concession Facility has the ability to serve customers coming to Cummings Square to purchase a picnic permit or passing the Harlem and Lake Street intersection.

9. EXHIBIT B (EXPERIENCE)

The purpose of this component is to demonstrate the Vendor's qualifications to provide top quality management of the Concession Facilities. Please provide the following requested information.

- 1.) Time frame of experience
- 2.) Role in operation(s)
- 3.) Description of services and or programming provided

Attach additional sheets if needed. The District's goal is to provide a high level of patron service. The plan of operations should demonstrate how the Vendor proposes to meet that goal.

1. Identify the individual who will serve as the manager, preferably an owner-operator who is available at the site to discuss the operation of the Concession Facility. This manager must have the responsibility and the authority to make or take any action necessary to ensure a smooth and safe operation of the Concession Facility and to see that the goals of the District are attained and the needs of the patron are met.
 - a. Manager:
 - b. Name:
 - c. Position with Vendor Company:
 - d. Years with Vendor Company:
 - e. Experience:
 - f. Any licenses:
2. Other Staff:
 - a. Name:
 - b. Position with Vendor Company:
 - c. Years with Vendor Company:
 - d. Experience:
 - e. Any licenses:
3. Describe fully the items or services proposed to be provided

4. Attach a sample of your operating budget for the first year of any Contract.
5. Describe return policies and rain check policies, if applicable.
6. Describe systems for inventory and stocking, as applicable.
7. Add any other relevant aspects of plan of operations.

10. **EXHIBIT C (INSURANCE REQUIREMENTS)**

(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)	\$100,000

The General Liability policy shall include the following coverages:

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

(c) **Commercial Automobile Liability Insurance**

Vendor 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/Umbrella Liability Insurance**

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:	\$1,000,000
General Aggregate Per Project	\$1,000,000

(e) **Property Insurance**

Vendor is required to maintain "All Risk" property insurance against damage or destruction to the Vendor's Improvements and Vendor's personal property in the amount of 100% of the replacement cost. Vendor is responsible for any damage or destruction to 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 District, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 or equivalent. Vendor's insurance shall be primary and non-contributory with any insurance maintained by District. Any insurance or self-insurance maintained by Preserve District shall be excess of the Vendor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to 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 District. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

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

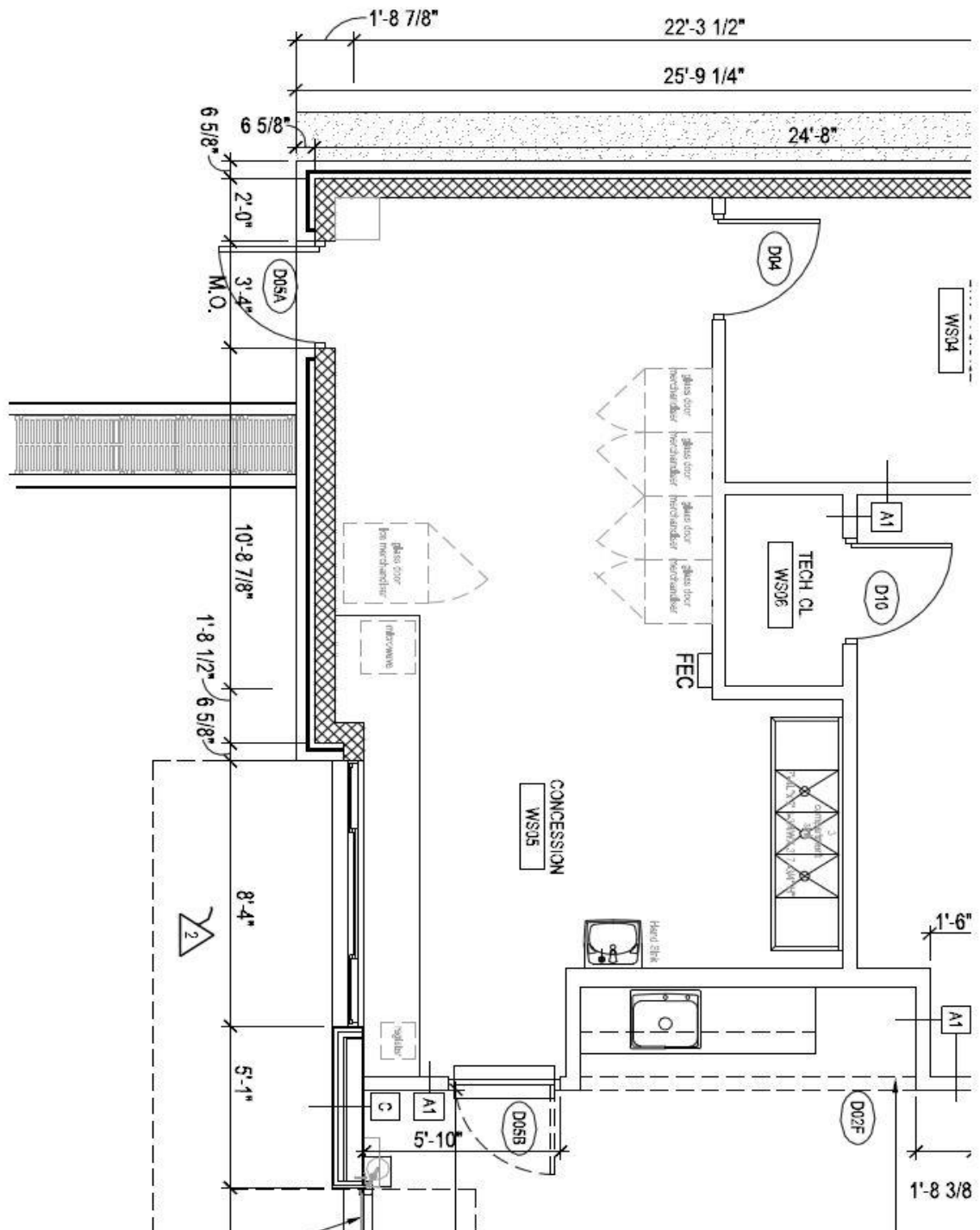
Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the District certificates of insurance maintained by the Vendor. The receipt of any certificate of insurance does not constitute agreement by the District that the insurance requirements have been 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 District to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Vendor's obligations to obtain insurance pursuant to these insurance requirements.

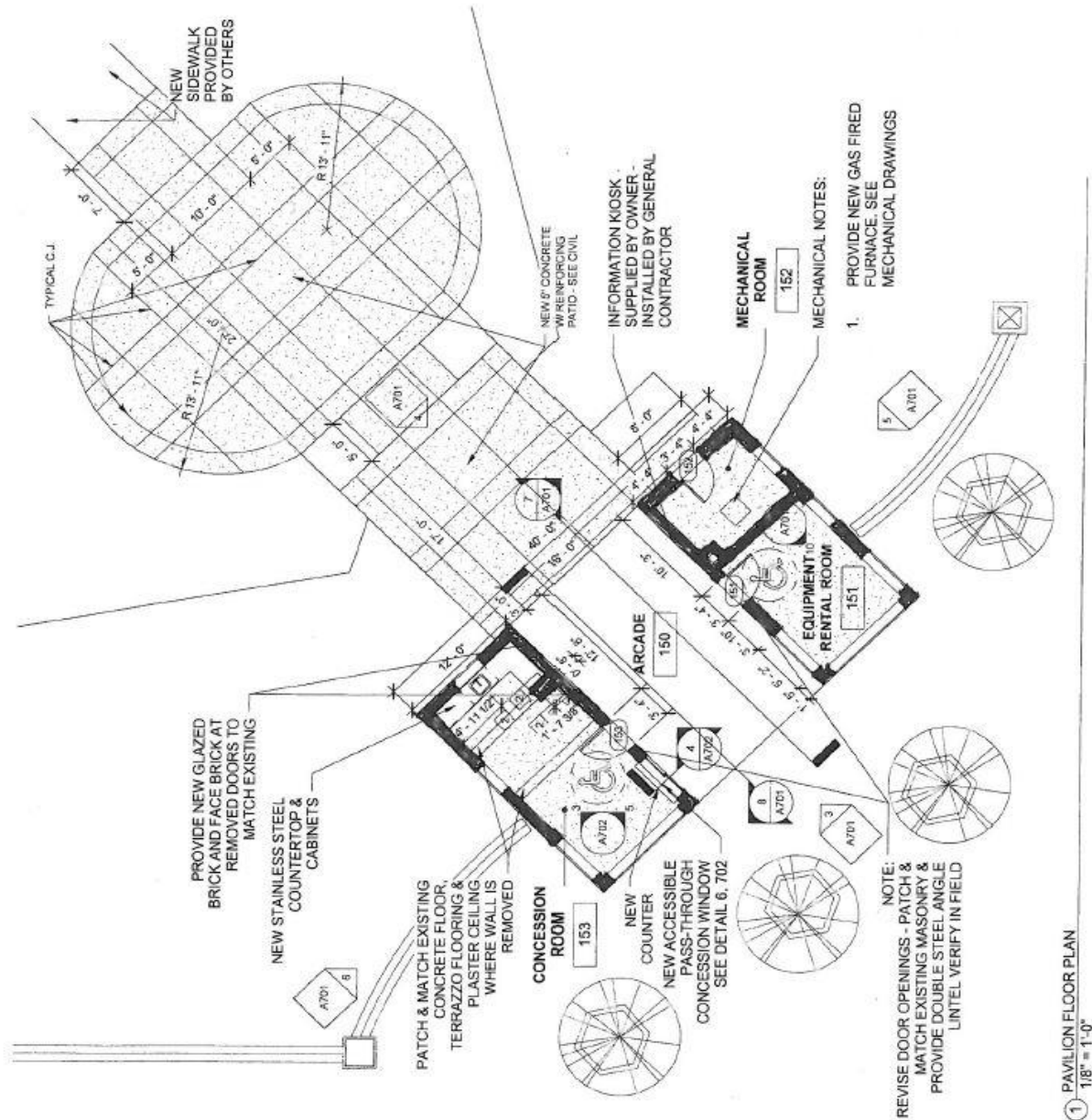
(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of District.

11. EXHIBIT D (FLOOR PLAN FOR SWALLOW CLIFF)



12. EXHIBIT E (FLOOR PLAN FOR CUMMINGS SQUARE)



KEY RFP INFORMATION

Deadline for Submittals. Proposals are due May 13, 2015 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: May 4, 2015 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
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 June 1, 2015. The Professional Services Agreement will be executed and delivered to the selected Vendor 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.)

The goals for this project are 25% MBE and 10% WBE.

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").

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-Vendors 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) Vendor Agreement
 - (1) Exhibit A. Scope of Work
 - (2) Exhibit B. Key Personnel & Sub Vendors
 - (3) Exhibit C. Certifications

PROPOSAL

PREPARED FOR

Forest Preserve District of Cook County

Professional Services Contract

For

Food, Beverage and Retail Vendor at Two (2)
Locations

RFP NO. #14-40-400



FIRM NAME:

RECEIVED

THIS AREA FOR DISTRICT USE ONLY

<p>RECEIVED</p> <p>THIS AREA FOR DISTRICT USE ONLY</p>

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 "Vendor"). Collectively, the District and the Vendor 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 Vendor in response to the District's Request for Proposal ("RFP") for an Concession Facility 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 Vendor acknowledges that the purpose of this Agreement is to provide Concession Facility Vendor Services as fully described in the scope of services. Vendor shall commence the project upon receipt of a Notice To Proceed. Upon receipt, the Vendor shall furnish all labor, services, supplies, materials and equipment required to complete the work using the Vendors 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 Vendor shall promptly proceed with the change. If the Vendor believes it is entitled to additional compensation for the change, the Vendor 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 Vendor acknowledges and agrees that no work should begin under this Agreement until all required signatures on this agreement have been obtained and the Vendor has received written approval and authorization to proceed from the District's Director Permits, Concessions, and Volunteers. Any work performed by the Vendor prior to such time shall be considered as having been performed at Vendor's own risk and as a volunteer.

V - DUTIES OF DISTRICT

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

VI - COMPENSATION

For the use of the Concession Facility, the Vendor shall pay the District without any deduction or offset, the annual fee as proposed within the Cost Proposal.

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 Vendor:

[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 Vendor. The decision of the General Superintendent shall be final and binding.

If Vendor 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 Vendor shall be liable to the District for any excess costs occasioned by the District thereby. Vendor 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, Vendor shall promptly reimburse the District for expenses in securing alternative services due to Vendor'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 Vendor at the time of Vendor'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, Vendor shall deliver to the District within ten (10) calendar days all finished or unfinished work product, documents, data, studies and reports prepared by Vendor for delivery to the District under this Agreement. If Vendor fails to make such delivery upon demand, then and in that event, Vendor 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 Vendor. Payment for work performed up to the effective date of termination pursuant to this section shall be based on the actual services performed by Vendor, as approved by the District's Purchasing Agent and Director of Permits, Concessions and Volunteer Resources. Such payment shall be in full settlement for services rendered under this Agreement.

X - INDEMNIFICATION AND HOLD HARMLESS

Vendor 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 Vendor, its employees, agents or subcontractors arising out of or resulting from the performance of service under this contract. Vendor 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

Vendor shall, at its own expense, obtain and provide proof of the minimum insurance coverage as specified below. The insurance maintained by Vendor 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 District 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

Vendor 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

Vendor shall purchase and maintain during the term of this Contract the types and amounts of coverage as specified within Exhibit C within the scope of services.

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 Vendor against all sums which the professional Vendor may become obligated to pay by reason of the liability impose up the professional Vendor by law for damage resulting from any claim made against Vendor under this Agreement, in the capacity as professional Vendor and caused by any error, omission, or negligent act of Vendor, or of any person employed by the professional Vendor, is legally liable. This professional Liability Insurance shall remain in force for the duration of Vendor'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

Vendor, 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 Vendor otherwise commit an unfair employment practice. Vendor further agrees that this paragraph will be incorporated in all contracts entered into with sub-Vendors or suppliers of material who may perform any such labor or services in connection with this Agreement.

Vendor 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, Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. In addition, Vendor shall comply with the Cook County Human Rights Ordinances, Cook County Code, Chapter 42, Section 42-30 et seq.

XIV – MBE/WBE PROGRAM

Vendor 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"). Vendor 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.

Vendor 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 Vendor's completion of the Services. The District or its agent shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor regarding its use of MBE/WBEs.

XV - PERSONNEL

The quality, experience and availability of personnel employed by Vendor are of the essence. Key personnel to be used in connection with this Agreement are listed in Exhibit B attached hereto. Vendor represents that the key personnel identified shall be fully qualified to perform the tasks to be assigned. Vendor 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 Vendor remove any of Vendor's assigned personnel and Vendor shall immediately furnish to the District other acceptable personnel. Vendor shall be fully responsible for all services performed pursuant to this Agreement by Vendor's employees, Sub-proposers or others who may be retained by Vendor with the approval of the District.

XVI - INDEPENDENT CONTRACTORS

District and Vendor 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-Vendors or sub-contractors shall be considered to be solely the employees or agents of the respective party or such sub-Vendor 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 Vendor 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 Vendor 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, Vendor 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, Vendor 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 Vendor's employees, agents or sub-contractors shall be the responsibility of Vendor. Vendor shall obtain any and all necessary permits, licenses and other authorizations necessary for its performance under this Agreement. Vendor 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 Vendor 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, Vendor shall not be relieved of its obligations under this Agreement. Vendor 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 Vendor 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 Vendor. Upon the termination of this Agreement, or upon request of District, during any stage of work, Vendor shall promptly deliver all such materials to District. Vendor 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 Vendor may retain copies of the same for Vendor'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 Vendor'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

Vendor represents and warrants that: (1) Vendor 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 Vendor 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.

Vendor 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 Vendor 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

Vendor:

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

Vendor

**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 & SUBVENDORS

[VENDORS TO INSERT KEY PERSONNEL LIST HERE]

Sub-Vendor 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
6. MBE/WBE Utilization Plan
7. MBE/WBE Letter of Intent (to be completed by each MBE/WBE sub-Proposer)*
8. Petition for Waiver of MBE/WBE Participation (submit only if unable to meet MBE/WBE goals)
9. M/WBE Certification – Reciprocal Affidavit* (submit only if certification is by an agency other than Cook County)

*=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:

____ Vendor 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.

____ Vendor 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.

____ Vendor 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

THIS FORM MUST BE FILLED IN AND SIGNED 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 Vendor 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 Vendor is an owner of real property in Cook County, please list the Permanent Index Numbers (PIN) for any real estate owned by Vendor:

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

AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

COMPLETION OF THIS FORM IS REQUIRED

Section 1-8-2(U) of the code provides that every applicant for a Forest Preserve District of Cook County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a FPDCC Privilege. When Delinquent Child Support exists, the FPDCC shall not issue or renew any FPDCC Privilege, and may revoke any FPDCC Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a FPDCC Privilege or renewal of an existing FPDCC Privilege from the Forest Preserve. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"FPDCC Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; and Contracts exceeding the value of \$25,000.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a FPDCC Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information

FPDCC: _____ District's Department: _____

Applicant Information

Last Name: _____ First Name: _____ MI: _____

SS# (last four digits): ____ _ Date of Birth: _____

Street Address: _____

City: _____ State: _____

Zip: _____

Home Phone #: (_____) _____ - _____ Driver's License #:

Child Support Obligation Information

The undersigned applicant, being duly sworn on oath or affirmation hereby states that, to the best of my knowledge: (place an "X" next to "A", "B", "C", or "D")

- A. ____ The applicant has no judicially or administratively ordered child support obligations.
- B. ____ The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. ____ The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- D. ____ The applicant is not a substantial owner as defined above.

The undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

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	Address Interest	Percentage of Beneficial	Relationship
------	---------------------	--------------------------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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)

FOREST PRESERVE DISTRICT OF COOK COUNTY
MBE/WBE UTILIZATION PLAN — Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit)
- MBE _____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize
and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

M/WBE Firm: _____

Address _____

City/State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Participation: [] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[] No [] Yes- Please attach Proposed Subcontractor:

 explanation.

Certifying Agency: _____

Certification Expiration Date: _____

FEIN# _____

Contact Person _____

Contact#: _____

Signature (Prime Bidder/Proposer)

Print Name

Firm Name

Date

Subscribed and sworn before me
this _____ day of _____,
Notary _____ Public _____

SEAL

FOREST PRESERVE DISTRICT OF COOK COUNTY
Petition for Waiver of MBE/WBE Participation – Section 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

- ☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**
- ☐ **REDUCTION (PARICAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation

____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting document cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Forest Preserve District of Cook County no later than three (3) days from the date of submission date.

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

(Please explain)

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods on services **(Please attach)**

☐ (4) Engaged MBEs and WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation

FOREST PRESERVE DISTRICT OF COOK COUNTY

Reciprocal Affidavit

If the MBE or WBE Bidder or its subcontractors or suppliers are certified by the City of Chicago or a certifying agency approved by the Cook County Office of Contract Compliance the Bidder must submit a Reciprocal Affidavit with its bid submission.

Firm Name: _____

Address: _____

City: _____

State: _____ Zip _____

Phone: _____ Email: _____

I _____, Contract# _____
(Print Name)

(Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise currently certified as:

☐ Black-American ☐ Hispanic American ☐ Asian American ☐ Native American ☐ Women ☐

*Other _____

and the Personal Net Worth of the qualifying (51%) individual(s) does ☐ does not ☐
exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's
primary residence. An individual's personal net worth includes only his or her own share of assets held jointly or as
community/marital property with the individual's spouse.

In addition the company 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. Please select the
county that the company is located in

☐ Cook ☐ DuPage ☐ Kane ☐ Lake ☐ McHenry ☐ Will

I also affirm that _____

(Name of Company)

meets the U.S. Small Business Administration Table of Small Business Size Standards

<http://www.sba.gov/content/table-small-business-size-standards>.

Upon penalty of perjury, I _____

(Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature _____

Title _____ Date _____

Subscribed and sworn to before me the _____ day of _____,

(Month)

(Year)

(Notary Signature)

My Commission Expires _____

*Other groups, including, but not limited to, Arab-Americans, found by the County to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the County's Marketplace.

Reciprocal Affidavit [Form Revised April 17, 2013]