



Request for Proposals

For

Indoor Room Rental Management

ISSUED BY:

FOREST PRESERVE DISTRICT OF COOK  
COUNTY

Permits, Rentals and Concessions

**POSTING DATE: May 19, 2018**

**DUE DATE: July 20, 2018 Time: 10:00A.M.**

RFP NO. #18-40-425

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## INTRODUCTION

The Forest Preserve District of Cook County ("District") is seeking proposals from qualified Vendors for the day-to-day management of its five indoor room rental facilities ("Pavilions") throughout Cook County. Vendors must have a history of successfully managing event spaces, including hiring qualified staff, controlling costs, maximizing revenue and providing excellent customer service. The agreement will be for a term of three (3) years, beginning upon award of the contract in 2018, with two one-year extension options.

The selected Vendor will be paid a management fee to run the indoor Pavilions under an annual operating budget and fee structure as directed and approved by the District.

The Vendor will ideally have experience managing event spaces that are similar in scale and nature to those described in this RFP. This RFP includes the proposal format and submission instructions; a description of the scope of work; specific descriptions, terms, and conditions to be included in an indoor room rental management agreement; and other relevant information.

### **The District's five Pavilion locations are:**

1. The Mathew Bieszczat Volunteer Resource Center (two rooms),
  - a. 6100 N. Central Ave, Chicago, IL 60646
2. Thatcher Woods Pavilion (two rooms),
  - a. 8030 Chicago Ave, River Forest, IL 60305
3. Swallow Cliff Pavilion
  - a. Illinois RT 83 & US RT 45, Palos Township, IL 60465
4. Dan Ryan Woods Pavilion
  - a. 8700 S Western Ave, Chicago, IL 60620; and
5. Rolling Knolls Visitor Center (two rooms)
  - a. 11N260 Rohrsen Road in Elgin, IL 60120

Events are currently scheduled from 9 am to 10 pm daily (excluding New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Day and New Year's Eve.). Current policies require a four-hour minimum booking time for all rentals and a certificate of insurance naming the District as an additional insured for each event that is held in the District's Pavilions. A \$25 Application fee and \$100 refundable security deposit is required for all reservations. In addition, a 50% reservation fee must be paid within 48-hours of receipt of an invoice. Remaining balances are due 30 days before the event date. In the event of a reservation being made less than 30 days before the event date, 100% of the reservation fee must be paid to the District upon receipt of invoice.

Non-profit organizations with proper documentation may qualify for a reduced rate of 50% on designated charges. The selected vendor may recommend a new or an alternative fee schedule or policy changes to maximize Pavilion revenue opportunities. Any changes to the fees or policies require approval by the General Superintendent of the District and the District's Board of Commissioners.

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## **Overview of the District and the Permits, Rentals & Concessions Department**

The District, with more than 70,000-acres, is the largest forest preserve district of its kind in the United States. It receives an estimated 40 million visits each year. 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.”*

Visitors to the District enjoy nature coupled with bicycling, hiking, fishing, cross-country skiing, picnicking, golf, canoeing, and many more recreational activities. The District has a number of recreational amenities including: numerous lakes for boating or fishing, ten sledding hills, six nature centers, five campgrounds, three aquatic centers, nine model airplane flying fields, ten golf courses, nearly 300 picnic groves, three off-leash dog areas and more.

The Department of Permits, Rentals and Concessions (“PRC”) is responsible for generating revenue and engagement by facilitating and permitting these assets. Each year, the PRC Department issues more than 7,000 permits, generating over \$1.25 million on an annual basis. The District’s comprehensive concessions program consists of food, beverage and recreational vendors, including golf, bike and boat rentals and a zipline course, and brings in over \$1,000,000 annually.

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## 1. SCHEDULE

The District anticipates the following Schedule:

RFP posted to the website	May 19, 2018
Preproposal Conference (Optional)	June 20, 2018
Vendor Inquiry Deadline	July 6, 2018
Proposal Due Date	July 20, 2018
Evaluation of Proposals	July 25, 2018
Contract Award Date	September 11, 2018

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## **2. BACKGROUND ON INDOOR ROOM RENTAL PROGRAM**

### **INDOOR ROOM RENTAL APPLICATION**

A copy of the Pavilion rental application as well as fees, rules and regulations are located at <http://fpdcc.com/permits-rentals/private-event-facilities/> and attached as Exhibit A.

### **CURRENT INDOOR ROOM RENTAL STAFFING AND HIRING**

The District currently manages the Pavilion rental program with a staff of seven which includes one full-time Event and Facility Supervisor, four part-time Event Aides and two seasonal Event Aides. The staff is responsible for booking and monitoring all external events held in the five Pavilions. All employees of the District's Pavilions are expected to follow the operational procedures, based on their assigned roles and responsibilities such as the procedures for opening the Pavilion, closing the Pavilion and performing periodic checks throughout the day to ensure the safety of District customers. Some of those duties are outlined below.

#### **Office Duties:**

- Holds regular office hours five days a week for a minimum of five hours per day.
- Responds to customer questions, complaints and concerns.
- Collects payment and ensures applications are completed according to District standards including verifying that certificates of insurance provide coverage for the District as an additional insured.
- Performs data entry related to the room rental reservation information into the District's permit reservation system, Active Net.

#### **Viewings:**

- Hosts regular open houses which allow prospective and new customers to view the Pavilion for their event.
- Provides information to District customers on what steps are needed to reserve the Pavilion along with selling the Pavilion to customers.

#### **Event On-Site Management:**

- Opens the Pavilion.
- Disarms the alarm and ensures that the Pavilion is safe for occupancy.
- Resolves any customer complaints that arise during the course of the event.
- Periodically throws away trash during the course of the event.
- Responds to customer emails throughout the planning of the event and follows up.
- Provides information to the customer and answers questions about room rental rules and regulations.
- Ensures that all users that are consuming alcohol are of the legal age of twenty-one.
- Contacts District police if necessary.
- Ensures that the building is not damaged or vandalized during the event.

**The Vendor may elect to propose alternative operational plans for office hours, viewings and staff responsibilities, so long as excellent customer service is maintained. The District expects all external events to have a staff member onsite. Vendors are responsible for submitting their proposed operational plan within their RFP response.**

#### **Current District Employees**

The selected Vendor must agree to interview current District employees working in the operations of each Pavilion that may be displaced as a result of a Contract arising from this RFP with the exception of the Event and Facility

Supervisor who will remain on District staff and serve as the main point of contact with the Vendor during the duration of any Contract.

### OPPORTUNITIES FOR EXPANSION

The District currently does not provide catering for customers that reserve our facilities but is open to the idea of having a management company offer catering on a non-exclusive basis. Currently, customers are responsible for coordinating their own food and beverage for their event.

The District may also elect to add additional reserve-able Pavilions during the duration of any Contract based on a mutually agreed upon fee proposed by the Vendor to the District to operate any such additional sites. The Vendor shall be provided ample time to prepare and hire any additional staff required to manage additional Pavilions.

### 3. DISTRICT GREEN INITIATIVES

The District has a commitment to “being green” and the following are a list of suggestions that apply to the operation of the Pavilions.

1. **Ban polystyrene foam (Styrofoam) for all disposable consumer packaging.** Replace with high recycled content paper or bio-based, biodegradable plastic packaging, food or beverage containers certified by the Biodegradable Products Institute (BPI).
2. **Ban all petroleum-based plastic bags, including trash and take-out bags.** Replace with high recycled content paper or bio-based, biodegradable plastic bags certified by the BPI.
3. **Ban all petroleum-based plastic disposable consumer containers and utensils** including forks, spoons, knives, straws. Use non-disposable containers and utensils where feasible. If not, replace disposables with high recycled content paper, bio-based, biodegradable plastic certified by the Biodegradable Products Institute (BPI) , or renewable plant based products (e.g. bamboo).
4. **Procure only green cleaning and hygiene products and soaps that are certified environmentally friendly by a third party certifier** such as, for example:
  - GreenGuard
  - Green Seal
  - Ecologo
  - Others as approved by the District, where applicable
5. **Vendor is encouraged to procure sustainable foods whenever possible, such as the following:**
  - Antibiotic free, no added hormones, or non-genetically modified organisms (GMO), animals and animal products
  - Free-range, cage-free or grass fed animals or animal products
  - USDA National Organic Program Certified
  - Food Alliance Certified
  - Rainforest Alliance Certified
  - Protected Harvest Certified
  - Fair Trade
  - Marine Stewardship Council’s Blue Eco-Label
  - Blue Ocean Institute Seafood Guide
  - Shedd Aquarium “Rite Bite Partner” listed
  - Monterey Bay Aquarium “Green” listed

- International Organic Standard (IOS) 2008 – Natural & Organic Cosmetic Standard
  - Others as approved by the District, where applicable
6. **Procure recycled content paper for office/printing uses that has a minimum recycled content of 100%.**

#### **4. DESCRIPTION OF FACILITIES**

Listed below are our current Pavilions which are available for rental. Floor plans for these facilities are attached as [Exhibit B](#) and an inventory of the tables and chairs at each of these facilities is included as [Exhibit C](#). The District will be responsible for replacing any broken furniture.



#### **Thatcher Pavilion**

This historic Pavilion is located at 8030 Chicago Ave, River Forest, IL 60305. It was recently renovated and reopened for rentals in 2013. The Thatcher Pavilion is anchored by a stone masonry traditional gas-lit fireplace which adds richness to the restoration of the entire facility. Two meeting rooms can be used either as a single space or two separate functions, which can accommodate approximately 120 or 80/40 guests accordingly. A convenient prep-style food staging area with sink and refrigerator is available on-site.





### **Dan Ryan Pavilion**

This historic Pavilion is located at 8700 Western Ave. Chicago, IL 60305. It reopened for rentals in 2013 after being renovated.

Versatility is the key word for the Dan Ryan Woods Pavilion. The wide-open design can be arranged to suit a variety of affairs, functions and occasions. This Pavilion can accommodate approximately 120 guests and is perfect for banquets, meetings, seminars, luncheons or receptions. Additionally, the Dan Ryan Woods Pavilion has a convenient prep-style food staging area with sink and refrigerator available on-site for light food preparation.



### **Mathew Bieszczat Volunteer Resource Center**

This Pavilion is located at 6100 N. Central Ave, Chicago, IL 60305 and has been used for room rentals since 2010.

This Pavilion has long been an enjoyable meeting location and can be rented out for private parties, weddings, birthdays, communions, baptismal, and organizational meetings. It features an amply spaced room with a stage and an outdoor stone patio separated by a row of classic French doors. This room can accommodate up to 100 guests and has a smaller classroom (40 guests) nearby which can be configured for a variety of uses as well.

This space is also accented by beautiful high-wooden ceilings, superb acoustics and wood burning fireplace and is hidden in the forest preserves overlooking the Edgebrook golf course.

There is food preparation space for both the Classroom and Community room available to customers.



### **Swallow Cliff**

This Pavilion is located at Illinois Rt 83 & US RT 45, Palos Township, IL 60465 and was built in 2016.

Just north of the 100-foot bluff and the highly popular 273-step fitness stair set, the newly renovated Swallow Cliff Pavilion is perfect for any occasion. With a maximum capacity of 35-40 people, this Pavilion is a perfect setting for intimate birthday parties, showers, classes and meetings.

In addition to the brick wood burning fireplace, this Pavilion comes equipped with a kitchen prep area that includes a refrigerator/freezer along with newly renovated restrooms. During the summer months, enjoy the breeze of nature with beautiful shutters that raise to create an amazing “indoor/outdoor” or “breezeway” experience. A shared patio area with outdoor tables and colorful umbrellas is located just steps from the south entrance of the Pavilion.





### **Rolling Knolls**

This Pavilion is located at 11N260 Rohrssen Road in Elgin, IL 60120 and was completed in 2017.

Rolling Knolls is a 55-acre former golf course with a new welcome center with restrooms, two multi-purpose rooms, office space and downstairs storage or equipment rental space located just east of Elgin, IL. The property currently includes a sledding hill, a small pond near Poplar Creek, walking trails, and a variety of open spaces around the property. There is also an 18-hole disc golf course adjacent to the property as well.

## 5. SALES DATA

Indoor Room Rental Sales 2017		
<u>Location</u>	<u>Permits Sold</u>	<u>Revenue Generated</u>
Mathew Bieszczat Volunteer Resource Center - Classroom	42	\$ 73,625.53
Mathew Bieszczat Volunteer Resource Center - Community Room	139	
Mathew Bieszczat Volunteer Resource Center - Both Rooms	8	
Dan Ryan Pavilion	85	\$ 49,153.20
Thatcher Pavilion - East Room	67	\$ 88,834.15
Thatcher Pavilion - West Room	18	
Thatcher Pavilion - Both Rooms	36	
Rolling Knolls Pavilion – Small Room	3	\$ 3,561.01
Rolling Knolls Pavilion – Large Room	5	
Rolling Knolls Pavilion – Both Rooms	1	
Swallow Cliff Pavilion	15	\$ 4,266.52
<b>Total:</b>	<b>419</b>	<b>\$ 219,440.41</b>

Indoor Room Rental Sales 2016		
<u>Location</u>	<u>Permits Sold</u>	<u>Revenue Generated</u>
Mathew Bieszczat Volunteer Resource Center - Classroom	60	\$ 56,421.64
Mathew Bieszczat Volunteer Resource Center - Community Room	187	
Mathew Bieszczat Volunteer Resource Center - Both Rooms	6	
Dan Ryan Pavilion	93	\$ 35,491.57
Thatcher Pavilion - East Room	91	\$ 76,880.85
Thatcher Pavilion - West Room	41	
Thatcher Pavilion - Both Rooms	36	
<b>Total:</b>	<b>522</b>	<b>\$ 168,794.06</b>

Indoor Room Rental Sales 2015		
<u>Indoor Room Rental Analysis 2015</u>	<u>Permits Sold</u>	<u>Revenue Generated</u>
Mathew Bieszczat Volunteer Resource Center - Classroom	64	
Mathew Bieszczat Volunteer Resource Center - Community Room	191	
Mathew Bieszczat Volunteer Resource Center - Both Rooms	101	
Dan Ryan Pavilion	152	\$ 50,508.24
Thatcher Pavilion - East Room	77	
Thatcher Pavilion - West Room	36	
Thatcher Pavilion - Both Rooms	101	
		\$ 78,654.54
<b>Total:</b>	<b>649</b>	<b>\$ 164,606.25</b>
Indoor Room Rental Sales 2014		
<u>Location</u>	<u>Permits Sold</u>	<u>Revenue Generated</u>
Mathew Bieszczat Volunteer Resource Center - Classroom	59	
Mathew Bieszczat Volunteer Resource Center - Community Room	171	
Mathew Bieszczat Volunteer Resource Center - Both Rooms	29	
Dan Ryan Pavilion	113	\$31,465.00
Thatcher Pavilion - East Room	61	
Thatcher Pavilion - West Room	32	
Thatcher Pavilion - Both Rooms	46	
		\$17,622.00
		\$40,203.00
<b>Total:</b>	<b>511</b>	<b>\$89,290.00</b>

The District has attached a report that documents all external and internal reservations since the program's inception in 2014 [here](#). A summary analysis of 2017 external reservations is included below.

Reservation by Day of the Week				
Day	Number of Events	Sum of Hours	Average Number of Hours Per Event	Percentage of Total
Monday	125	681	5	30%
Tuesday	20	98	5	5%
Wednesday	18	90	5	4%
Thursday	7	40	6	2%
Friday	13	75	6	3%
Saturday	56	298	5	13%
Sunday	180	1145	6	43%
Total:	419	2427	6	100%
Reservation by Month of the Year				
Day	Number of Events	Sum of Hours	Average Number of Hours Per Event	Percentage of Total
January	21	103	5	5%
February	22	110	5	5%
March	30	147	5	7%
April	36	197	5	9%
May	28	163	6	7%
June	45	267	6	11%
July	54	336	6	13%
August	39	259.5	7	9%
September	43	282	7	10%
October	45	271.5	6	11%
November	21	111.5	5	5%
December	35	180	5	8%
Total:	419	2425	6	100%

## 6. CURRENT ROOM RENTAL FEES

The fees listed below were proposed and approved by the District Board of Commissioners in November of 2017 and are approximately 25% higher than 2016 rates.

INDOOR ROOM RENTAL FEES			
Indoor Room Rentals RESIDENT FEES			
Dan Ryan Woods	Application Fee	Fees	
Monday - Thursday	\$25	\$25	\$75.00
Friday - Sunday		\$25	\$100.00
Thatcher East			
Monday - Thursday		\$25	\$75.00
Friday - Sunday		\$25	\$100.00
Thatcher West			
Monday - Thursday		\$25	\$60.00
Friday - Sunday		\$25	\$90.00
VRC Community Room			
Monday - Thursday		\$25	\$45.00
Friday - Sunday		\$25	\$65.00
VRC Classroom			
Monday - Thursday		\$25	\$20.00
Friday - Sunday		\$25	\$35.00
Swallow Cliff			
Monday - Thursday		\$25	\$45.00
Friday - Sunday		\$25	\$65.00
Rolling Knolls Large Room			
Monday - Thursday		\$25	\$75.00
Friday - Sunday		\$25	\$100.00
Rolling Knolls Small Room			
Monday - Thursday		\$25	\$20.00
Friday - Sunday		\$25	\$35.00
Indoor Room Rentals NON-RESIDENT (*Must be booked for a 4-hour minimum)			
Dan Ryan Woods	Application Fee	Fees	
Monday - Thursday	\$25	\$25	\$100.00
Friday - Sunday		\$25	\$125.00
Thatcher East			
Monday - Thursday		\$25	\$100.00
Friday - Sunday		\$25	\$125.00
Thatcher West			
Monday - Thursday		\$25	\$90.00
Friday - Sunday		\$25	\$115.00
VRC Community Room			
Monday - Thursday		\$25	\$70.00
Friday - Sunday		\$25	\$90.00
VRC Classroom			
Monday - Thursday		\$25	\$50.00
Friday - Sunday		\$25	\$70.00
Swallow Cliff			
Monday - Thursday		\$25	\$70.00
Friday - Sunday		\$25	\$90.00
Rolling Knolls Large Room			
Monday - Thursday		\$25	\$100.00
Friday - Sunday		\$25	\$125.00
Rolling Knolls Small Room			
Monday - Thursday		\$25	\$50.00
Friday - Sunday		\$25	\$70.00



## **7. DISTRICT RESPONSIBILITIES**

- 1) The District shall permit the Vendor access to District property necessary to perform its obligations under any Agreement.
- 2) Responsible for all utilities, fire suppression equipment and all alarms/cameras that are present at the Pavilions.
- 3) Twenty-four (24) hour District Police patrols, surveillance, and alarm systems.
- 4) Responsible for major maintenance and repairs of permanent buildings, structures, and facilities.
- 5) Perform regular facility inspections, safety audits, and other risk management activities.
- 6) Responsible for landscaping, lawn maintenance, tree removal, trash removal, trails grooming, etc. on the exterior of the facility.
- 7) Pay all expenses relating to the operation of the Pavilions including a management fee for the purposes of operating the District's indoor room rental program. In addition to the management fee, the District agrees to reimburse costs identified in their proposed budget which require prior approval from the District.
- 8) Maintain an online reservation system and train the Vendor's employees on how to use this system.
- 9) Reserves the right to close the Pavilions for any weather-related emergencies, general emergencies, or as otherwise deemed necessary as determined by the District in its absolute and sole discretion.
- 10) Reserves the right to use any and all facilities without incurring any additional costs on any dates/times listed on a jointly approved schedule between the Vendor and the District. The District typically hosts approximately 300 internal events per year across the five Pavilions. Internal events are typically between 9:00 a.m. and 3:30 p.m. but may also be scheduled outside these hours. District staff will be responsible for the set-up/break-down/clean-up/monitoring of all internal events. The District will provide the Vendor with at least a two-week notice and will not interfere with any externally reserved event. After internal events, the Pavilions will be cleaned by the District's Maintenance staff prior to the next external event but no later than 24 hours following the internal event.

## **8. VENDOR RESPONSIBILITIES**

### **General**

- 1.) Vendor agrees to provide staff to manage the Pavilion rental program, including offering viewings to show the Pavilions to potential clients, booking all events, processing documentation, setting-up/breaking down for each event, cleaning the Pavilion, and on-site presence to monitor the facility for the duration of the event.
- 2.) Vendor shall transfer any revenue received directly from the Pavilion rental program to the District within 48 hours of receipt during the term of any Contract. As the Vendor will use the District's reservation system, this would be limited to any revenue received in the form of cash payments or checks.
- 3.) Vendor shall be responsible for coordinating the delivery and pickup of any additional equipment brought by patrons to the Pavilions.

- 4.) Vendor shall provide the District with financial and bookkeeping reports on a monthly basis. Furthermore, the Vendor shall be responsible for auditing the Pavilion rental program on a quarterly basis.
- 5.) Vendor will be responsible for the day-to-day maintenance (minor repairs) of the Pavilions, not including mowing or removing garbage offsite. A facilities checklist has been created to assist with this process as it relates to daily, weekly, monthly and annual duties. Vendor will keep a log of maintenance and checklist activities. Vendor will be responsible for keeping the Pavilions clean and in good working order and usable throughout the year. Vendor will have access to District's Net Facilities work order system for maintenance and repair concerns that need to be done by District staff. Vendor will have an emergency back-up system for maintenance and repair work that cannot be done by Vendor staff and cannot wait for District staff to become available. Listed below are some of the specifics that the Vendor will be responsible for:
  - a. Keeping all buildings clean and presentable to the public
  - b. Minor maintenance and inspection at the Pavilions including but not limited to:
    - i. Changing light bulbs
    - ii. Maintaining water softener tanks (if applicable)
    - iii. Replacing furnace filters
    - iv. Cleaning ceiling fans
    - v. Maintaining room humidifiers
    - vi. Power washing exterior,
    - vii. Checking fire extinguishers/smoke detectors
    - viii. Maintaining p-traps (pouring water to eliminate odors and regular cleanings)
  - c. Hanging and maintaining signage (requesting new signage when needed) and using approved templates etc. for signage
  - d. Providing and obtaining cleaning and other maintenance supplies
  - e. Notifying District if damage is done that needs large repairs and fixes
  - f. Being familiar and understanding the mechanical systems of the Pavilions – heating, cooling, water, internet, etc and providing preventative maintenance on above systems as agreed upon with the District
  - g. Inspecting Pavilions before returning a patron's security deposit
  - h. Notifying the District when and if a security deposit should NOT be returned and documenting reasons
  - i. Putting all trash in large dumpsters for District garbage pick-up
  - j. Assisting with and adhering to District policies and procedures around maintenance and janitorial work
  - k. Communicating with the District's Landscape Management Department regarding garbage removal and grass cutting
  - l. Snow removal and salt application on sidewalks and pathways when events or viewings are scheduled.
- 6.) The Vendor shall operate the Pavilions in a clean and sanitary manner.
- 7.) Vendor shall maintain an up-to-date comprehensive Operations and Procedure Manual subject to District approval on policies, practices, and procedures covering all aspects of the management, operation, and maintenance of the Pavilions.
- 8.) Meet the insurance requirements which are detailed in Article XI of the Agreement which is included in this RFP as Section 18.

#### **Food and Retail Concession Services Guidelines (if applicable)**

If the Vendor elects to provide optional non-exclusive food and beverage services available to customers as a part of their services, all Vendors are subject to the requirements below:

- 1) The District understands that menu selections and pricing are a core component of the food service business and the selected Vendor will have a right to set them, subject to the final approval by the District.
- 2) The Vendor agrees that Federal, State and local health and sanitation requirements will be met at all times. The Vendor shall obtain and maintain all Federal, State and local health certifications and regulations that apply to facilities and any other Pavilions in which meals are prepared or packaged. The Vendor will maintain applicable health certifications for any facilities outside the District facilities in which food are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

### **Compliance**

- 1) Vendor shall perform all 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 food and beverage.
  - 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 States codes and regulations for the Vendor's type of operation.
- 3.) All employees, officers, agents, and sub-Vendors 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.

### **Agreement Maintenance, Performance Measurement and Reporting**

- 1.) The Vendor shall provide to the District the following documentation on an annual basis:
  - a. Annual Operating Budget
  - b. 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. Pavilion Revenue
  - h. Customer Service Reports (Patron Feedback)
  - i. Yearly Recommendations
- 2.) The Vendor shall provide monthly electronic reports to the District and include the following documentation by the 15<sup>th</sup> 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)

The Vendor will also be responsible for performing monthly audits and submit reports on a monthly basis to the District.

- 3.) The Vendor and District staff will negotiate and jointly develop Maintenance Standards and Annual Work Plans as Exhibits to be attached in the Agreement.
- 4.) There will be regularly scheduled meetings and communications with the Vendor and District staff to provide and review written monthly reports on Pavilion operations; and respond to issues of concern by customers, District staff, and/or governmental officials. Such reports on a site-by-site basis to include, but are not limited, to the following:
  - a) Pavilion Occupancy Reports
  - b) Sites & Facilities Report
  - c) Incident Reports
  - d) Annual Business Management Report
- 5.) The Vendor must include a staffing plan to consist of providing an on-site and emergency on-call response plan.
- 6.) The Vendor will work closely with District staff to develop an annual Pavilion operating budget with detailed revenue and expense line items and provide all necessary documentation to support the budget. The Vendor will be accountable to District management staff.
- 7.) The Vendor will provide open access and cooperation with District staff regarding Pavilion financial performance, policies, practices, and records.
- 8.) The Vendor will create a monthly expense plan (budget) for each of the Pavilions. Operating funds will be advanced to the manager/operator based upon the approved monthly budget. The Vendor will submit detailed invoices, receipts, payroll registers, etc. to support its actual expenditures. Following month end, there will be a reconciliation of actual expenses versus the monthly funding advance with debits or credits applied to subsequent monthly advances.
- 9.) All budget changes or amendments must be approved by the District before expenditures are made.

#### **Safety and Emergency Response Plans and Accident Reporting**

- 1) The Vendor and District staff will negotiate and jointly develop a Facility Safety and Response Plan that shall include information including but not limited to evacuation instructions, reporting procedures, location of emergency exits and Material Safety Data Sheets (MSDSs) as an Exhibit to be included in the approved Agreement.
- 2) The Vendor will immediately report to District staff any/all customer and staff injury incidents and significant damage to property that occur on premises. The Vendor will maintain records and data on accidents and establish/adapt procedures to minimize safety issues and concerns.

#### **Customer Service and Community Relations**

- 1) The Vendor will, along with District Staff, negotiate and jointly develop a Customer Service Plan and standards as an Exhibit to be included in the approved Agreement, that may include administrative policies and procedures regarding staff availability and responsiveness to address customer issues and

complaints, how to address violations of rules and regulations, the definition of customer “assistance” and any customer feedback systems, etc.

- 2) The Vendor will communicate and provide excellent customer service to customers (individuals and permitted organizations) to ensure safe and enjoyable usage of the Pavilions.
- 3) The Vendor will meet with District staff and any other public/private agencies, organizations, and community representatives, as required. The Vendor may also occasionally be asked to assist in preparing presentation materials and attending public meetings.
- 4) The Vendor will promptly and regularly capture data and report to District staff, the level of satisfaction of the Pavilion experience of individual customers and organizations, such customer satisfaction data will include surveys, complaints, safety issues, and operational advice and suggestions.

### **Hours of Operation**

- 1.) Events are currently scheduled from 9 am to 10 pm daily (excluding New Year’s Day, Easter Sunday, Thanksgiving Day, Christmas Day and New Year’s Eve.). The District is open to alternative proposed schedules, which should be included in the Proposal.

### **Marketing**

- 1.) Vendor is responsible for marketing the Pavilions to develop an audience for the programs and services offered. Proposed budgets should include a marketing line item.
- 2.) Vendor shall advise, assist, and work with the District’s Communication Department in developing and implementing marketing activities, plans, and strategies for the Pavilions which will include but are not limited to an internet and social media plan for their intended room rental program. Any cross marketing material produced by the Vendor must be approved by the District in advance prior to distribution.
- 3.) Vendor shall maintain a business email address, phone number, and website to address customer inquiries.
- 4.) Vendor shall provide a detailed marketing budget and example of proposed signage to be utilized at the Pavilion.
- 5.) Description of any expected promotions, coupons and other related target marketing efforts.
- 6.) 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.

### **Term**

Vendor will be provided a three (3) year contract with two (2), one (1) year extension options.

### **Security**

- 1.) The District assumes no responsibility for the 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 Pavilions.

- 2.) The Vendor shall report to the District within twenty-four (24) hours any vandalism or damage that occurs at the Pavilions.

## 9. PROPOSAL FORMAT

Proposals should including the following information:

- 1) **Cover Page** [see sample cover page attached]
- 2) **Proposal Letter on Vendor letterhead** signed by an authorized representative of the Vendor that includes the following information:
  - a) An executive summary of the Proposal.
  - b) A brief description of the Vendor, including when established, location of offices and how many employees.
  - c) A brief description of any Vendor partners or sub-Proposers and their role.
  - d) Vendor experience and qualifications to perform the requested services:
    - i) Key personnel who will perform the work and identification of the District's day to day contact with the Vendor. 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 this RFP highlighting approach, budget allocation and timeline. This narrative should be presented as a Management Plan. Such Management Plan may include changes and enhancements to current operations including changes in hours of operation, adding dining/catering services, concessions, lessons, equipment rental, sponsorships, promotions, etc. The Management Plan shall contain a complete description of how the Vendor intends to manage and operate the indoor room rental program including (1) a description of each service it will provide and staffing levels. The Vendor's narrative should be designed to demonstrate to the District that the Vendor's Management Plan is viable and that the Vendor's general approach to undertaking the operation of the indoor room rental program meets the requirements of this RFP.
  - g) A financial proposal in response to the information supplied in Section 10.
  - h) Contact information for a person who can respond to questions about the proposal.
- 3) **Required Forms.** Please attach the following required forms:
  - i) Cover Page – Page 44
  - ii) Addendum Receipt (if applicable) – Section 17
  - iii) Agreement – Section 18
  - iv) Certifications - Section 19
    - (1) Certificate of Qualification\* - Exhibit A
    - (2) Tax & Fee Delinquency\* - Exhibit B
    - (3) Disclosure of Ownership Interest Statement\* - Exhibit C
    - (4) Disclosure of Lobbyist Contacts – Exhibit D
    - (5) Affidavit of Child Support Obligations\* - Exhibit E

## **10. COST PROPOSAL**

The District's goal is for this program to generate positive income for the District.

Respondents to this RFP shall include an annual operating budget, including an hourly cost for staff time for events, as well as their management fee.

Respondents are also encouraged to propose financial incentives to be paid by the District to the Vendor if certain revenue milestones are hit. Financial incentives would only be paid after the District generates net revenue of at least \$50,000 from the program.

In 2017, the District budgeted \$230,000 in personnel expenses associated with running the indoor room rental program, and took in approximately \$220,000 in revenue.

## **11. EVALUATION OF PROPOSALS**

### **Responsiveness Review**

An internal District evaluation committee that consists of various departments will review all Proposals to ascertain if they are responsive to all submission requirements. The committee will consider criteria that includes but is not limited to:

- Vendor's experience and qualifications.
- Cost
- Demonstrated operational and financial capacity of the Vendor.
- Operations plan

### **Acceptance of Proposals**

The District reserves the right to accept any/all Proposals deemed most favorable to the District.

### **Evaluation Process**

The evaluation committee, at its discretion, may request that all Vendors submit testimonials from current or past customers, submit clarifications, schedule a site visit of the Vendor's premises (as appropriate), 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.

## **12. PRE-PROPOSAL CONFERENCE**

An optional pre proposal conference will be held on June 20, 2018. Please RSVP to [fpd.concessions@cookcountyil.gov](mailto:fpd.concessions@cookcountyil.gov) no later than June 18, 2018 if you are planning to attend this pre-proposal conference. Those who attend will be able to tour the inside of the Pavilions.

Vendors are invited to attend the optional pre-proposal conference

**Date:** June 20, 2018  
**Time:** 9:00 AM  
**Location:** Rolling Knolls, 11N260 Rohrssen Rd  
**Free Parking:** Phone 224-306-4570

Please note that this is a tour of all Pavilion rental facilities and expect to commit at least 5 hours to view all Pavilion rental facilities.

If you are unable to attend the optional pre-proposal conference, you may request a separate viewing request by emailing [fpd.concessions@cookcountyil.gov](mailto:fpd.concessions@cookcountyil.gov)

[The remainder of this page shall be left blank intentionally]



### 13. RFP SUBMISSION INFORMATION AND FORMS

**Deadline for Submittals.** Proposals are due July 20, 2018 at 10:00 A.M. Central Time. No proposals will be accepted after the deadline.

**Deadline for Questions & Answers. QUESTIONS MUST BE SUBMITTED BY 12:00 P.M. CENTRAL TIME on: July 6, 2018 by email** to the Purchasing Agent. Questions submitted after this date will not be answered. Any correction, revision, answer or clarification of the RFP documents will be made only by a written addendum (if something in the RFP is changed) or a Clarifications/Answers document (if nothing in the RFP is changed). **Any Addenda will be duly posted on the District's website ([www.fpdcc.com](http://www.fpdcc.com)) by the Purchasing Agent.** Respondents MUST ACKNOWLEDGE RECEIPT OF EACH ADDENDUM.

**Submit Proposals and Questions solely to:**

Tom Conlon, Purchasing Agent  
69 W. Washington, Room 2060  
Chicago, IL 60602  
Tel.: (312) 603-8968  
[fpd.purchasing@cookcountyil.gov](mailto: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 August 1, 2018. 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.

## 14. EXHIBIT A (INDOOR ROOM RENTAL APPLICATION)



### Pavilion Rental Permit Application

#### PLEASE SELECT YOUR LOCATION:

<input type="checkbox"/> <b>THATCHER WOODS PAVILION</b> 8030 CHICAGO AVE RIVER FOREST, IL 60305	⇒	LOCATED ON CHICAGO AVE, BETWEEN THATCHER AVE. & 1 <sup>ST</sup> AVE.
<input type="checkbox"/> <b>DAN RYAN WOODS PAVILION</b> 8700 S. WESTERN AVE CHICAGO, IL 60620	⇒	ENTER OFF OF WESTERN BETWEEN 87 <sup>TH</sup> AND 83 <sup>RD</sup> STREET. STAY TO THE RIGHT. (WALK DOWN GRAVEL ROAD TO PAVILION.)
<input type="checkbox"/> <b>MATHEW BIESZCZAT VOLUNTEER RESOURCE CENTER</b> 6100 N. CENTRAL AVE CHICAGO, IL 60646	⇒	LOCATED BETWEEN ELSTON & DEVON AVE, ON THE EDGEBROOK GOLF COURSE
<input type="checkbox"/> <b>SWALLOW CLIFF PAVILION</b> ILLINOIS RT 83 & US RT 45 PALOS TOWNSHIP, IL 60465	⇒	LOCATED NEAR SOUTH LA GRANGE ROAD AND CALUMET SAG ROAD
<input type="checkbox"/> <b>ROLLING KNOLLS PAVILION</b> 11 N. ROHRSEN RD. ELGIN, IL 60120	⇒	STAY ON ROHRSEN RD. BECAUSE IT BECOMES BODE RD. ENTRANCE IS ON ROHRSEN RD. ACROSS FROM CARDINAL DR.

#### PAVILION RENTAL INFORMATION

Reservations for the use of the Forest Preserves of Cook County ("FPCC") pavilions can be made at the FPCC Headquarters (536 N. Harlem, River Forest, IL, 60305) & Volunteer Resources Center (6100 N. Central Ave, Chicago, IL, 60646). You may also email applications to [pavilion.rentals@cookcountyil.gov](mailto:pavilion.rentals@cookcountyil.gov) or fax to 773-792-0539. Reservations must be made **at least 21** business days in advance of the requested event date. Events may be held Monday-Sunday anytime from 9:00 a.m. until 10:00 p.m. with the exception of FPCC observed holidays (FPCC holidays are listed on Page 2 in this application). The hours specified on your application must include set-up and tear-down times associated with your event. After your reservation is processed by the FPCC, any changes to the original application will result in a \$5.00 change fee.

#### NONPROFIT USE

Nonprofit groups and organizations will qualify for a 50% discount on the hourly rental fee. In order to qualify for the 50% discount, the nonprofit group or organization must attach the following items to their application at the time of submission:

- **IRS 501(c) 3** letter reflecting the Not for Profit status. An example is attached as **APPENDIX B**.
- A letter on the organization's letterhead, describing and defining the group or organization and its purpose.

\*All fees are indicated on page 5 of the application

\*Cleaning deposits are not eligible for the nonprofit rate.

#### APPLICATION SUBMISSION

Applications must be completed in their entirety and submitted to the FPCC for review and approval in person or via email or fax. Applications received are considered pending as pavilions are reserved on a first come, first served basis. Applicant must specify on their application the total time period, including the **set up & take down time**.

→ Applications will be approved upon receiving: **1) Full Payment, 2) Insurance, 3) Floor Plan**

#### **1) PAYMENT**

Fees may be paid via credit card (Visa or MasterCard), cashier's check, money order or personal checks made payable to "FPCC". Payments to the FPCC may take place using the following methods:

- Online: (<https://apm.activecommunities.com/fpdccrecreation/Home>)
- Over the phone via credit card (773-792-0149)
- In person at the Volunteer Resource Center 6100 N. Central, Chicago, IL 60646 or FPCC General Headquarters located at 536 N. Harlem Ave. River Forest, IL 60305.

Volunteer Resource Center 6100 N. Central Ave., Chicago, IL 60646 • (P) 773-792-0149 • (F) 773-792-0539  
• [pavilion.rentals@cookcountyil.gov](mailto:pavilion.rentals@cookcountyil.gov)

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## Pavilion Rental Permit Application

- **Please Note:** Reservation must be a **minimum of 4 hours**. A \$25 Application fee and \$100 **refundable** security deposit is required with all Pavilion Rental Permit Applications. In addition, a 50% reservation fee must be paid within 48-hours of receipt of invoice. If no reservation fee is received, your requested date will be released for other customers. Any remaining balances are due 30 days before the event date.

### 2) INSURANCE

FPCC requires that all individuals, groups and organizations submit a Certificate of Insurance with endorsement verifying comprehensive General Liability, effective as of the first date of rental, insuring the FPCC in limits not less than **\$1,000,000.00** combined single limit. Such certificate of insurance must specifically name the **FPCC at, 536 N Harlem Ave, River Forest, IL, 60305** as an **"Additional Insured."**

**The certificate of insurance with endorsement must be submitted at least 21 days prior to a scheduled event.** An example of an acceptable Certificate of Insurance with endorsement is included as **APPENDIX A**.

### 3) FLOOR PLAN

A detailed floor plan must be completed and submitted for all events at least 21 days prior to the scheduled event date. An additional \$25 fee will be added to any event with more than one floor plan.

### HOLIDAY RENTAL POLICY

All pavilions are closed on the following holidays:

- January 1<sup>st</sup> (New Year's Day)
- Easter Sunday
- Thanksgiving Day
- December 25<sup>th</sup> (Christmas Day)
- December 31<sup>st</sup> (New Year's Eve)

### REFUND & CANCELLATION POLICY

All cancellation requests must be made in writing by the Applicant. Application Fees are non-refundable and non-transferrable. The Refund Policy applies to the Rental Fees only. Refunds are prorated according to the matrix below based on the timeframe from date of application and total fees. Refunds do not apply to Application Fee or Additional Fees such as, but not limited to Special Use Items, Hire-Back, Vendor Fees, etc.

**The FPCC reserves the right to cancel the event at any Pavilion/Room at its sole discretion upon giving 24 hours' notice to Applicant. Such notice shall be in writing to the Applicant identified as the contact person. All cancellation requests by Applicants must be made in writing.**

**Refunds will be issued according to the following guidelines:**

Timeframe	Cancellation Fee
More than 6 months	25% of total rental fee
1-6 months	50% of total rental fee
Less than 1 month	100% of total rental fee

### INCLEMENT WEATHER POLICY

FPCC reserves the right to cancel an event due to poor weather and/or turf conditions prior to or on the day of any event that may result in excessive damage to FPCC property. Rain dates or refunds will not be issued.

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- [pavilion.rentals@cookcountyil.gov](mailto:pavilion.rentals@cookcountyil.gov)

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# Pavilion Rental Permit Application

## INTERNAL USE ONLY

Permit Administrator:

Permit #:

Received:

All applicants must be 21 years of age and must have a valid U.S. Driver's License or State Identification to apply.

**PLEASE TYPE OR PRINT CLEARLY. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

## Section 1 – Applicant Information

First Name:	Last Name:
Driver's License or State I.D.#:	Date of Birth:
Email Address:	
Street Address:	Apartment/Unit #:
City:	State:
Zip Code:	
Primary Phone:	Secondary Phone:
Are you a Cook County Resident? ( <b>NOTE:</b> Additional Fees will apply): <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Organization:	Applicant's Relationship with Organization:
Are you requesting a Not for Profit discount for your organization? <input type="checkbox"/> Yes <input type="checkbox"/> No	

## Section 2 – Event Information:

Name of Event (Ex. – Smith and Johnson Wedding):		
Event Day On-Site Contact (If different from applicant):	Cell Phone:	
<b>Total Attendance:</b>		
<b>Venue:</b>	<b>Specific Room</b> (See page 5 for location list):	
Are you requesting the use of the grove space attached to the facility listed above? ( <b>Note:</b> An additional \$60 grove fee will be applied): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Date of Event – 1 <sup>st</sup> Choice:	Time of Use From:	To
Date of Event – 2 <sup>nd</sup> Choice:	Time of Use From:	To
1. Are additional dates needed for set-up/tear down? <input type="checkbox"/> Yes (See below) <input type="checkbox"/> No		
<input type="checkbox"/> Set-Up Date:	Time of Use: From	To
<input type="checkbox"/> Tear-Down Date:	Time of Use: From	To

## Section 3 – Event Features:

2. <b>ALCOHOL SERVICE:</b> Are you requesting permission to serve alcohol ( <b>Note:</b> Alcohol service must end 30 minutes before the event end time)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. <b>FOOD SERVICE:</b> Are you serving food at your event? <input type="checkbox"/> Yes <input type="checkbox"/> No      Are you using a Caterer? <input type="checkbox"/> Yes (See below) <input type="checkbox"/> No

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## Pavilion Rental Permit Application

Name of Caterer:	
4. <b>ENTERTAINMENT:</b> Are you requesting to have amplified sound inside the pavilion/room? <input type="checkbox"/> Yes ( <i>See below</i> ) <input type="checkbox"/> No	
Hours of amplified sound ( <b>Note:</b> Amplified sound must end 30 minutes before event end time): From _____ To _____	
Are you planning to provide live entertainment as a feature of your event? <input type="checkbox"/> Yes ( <i>See below</i> ) <input type="checkbox"/> No	
Description:	
<b>CORPORATE SPONSORSHIP:</b> Will your event include sponsors that will make either in-kind or monetary contributions to the event? <input type="checkbox"/> Yes ( <i>See below</i> ) <input type="checkbox"/> No	
Description:	
<b>SIGNAGE:</b> Are you planning to have signage at your event? (Note: Signage plans must be submitted to FPCC for approval): <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. <b>ADVERTISEMENT:</b> Will your event be publicly advertised? <input type="checkbox"/> Yes (Provide web address below and/or attach samples of advertising material) <input type="checkbox"/> No	
Web address:	
<b>Provide a detailed description of your event. Document(s) with this information or other materials describing this event may be attached.</b>	
6. <b>SPECIAL USE:</b> Will your event include any special use items? <input type="checkbox"/> Yes ( <i>See below</i> ) <input type="checkbox"/> No	
<b>Section 4 – Special Use Items (\$25 Special Use Fee and \$10 per item fees apply to all special use items placed in the grove space)</b>	
<b>Special Use items include, but are not limited to, the items listed below.</b>	
<b>PLEASE NOTE:</b>	
The items below may be operated between the hours of 10 a.m. and 6 p.m. only or at least (2) hours before sunset. Documentation listed below must be submitted no less than 21 days before event date.	
<ul style="list-style-type: none"> <li>▪ Certificate of Liability Insurance and Endorsement submitted must cover all items requested. (see pages 9 - 10 for examples)</li> <li>▪ If items are rented, a rental contract or receipt <u>from each</u> vendor must be submitted.</li> </ul>	
Special Use Item	Qty. Details
Amplified Equipment ( <i>If placed in grove space</i> )	<input type="checkbox"/> DJ <input type="checkbox"/> Stereo/iPod/MP3 <input type="checkbox"/> Live Band <input type="checkbox"/> Other (specify):
Canopy Tent (larger than 10x10)	Size?
On-site Catering/Grilling	Size?
Generator(s)	Used for:
Inflatable(s)	List:
Snack Machine (popcorn, cotton candy, etc.)	List:
Stage/Platform	Size?
Other	List:
<b>Total Items</b>	<b>X \$10</b>

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# Pavilion Rental Permit Application

## PAVLION FEES

**Please Note:** Reservation must be a minimum of 4 hours. A \$25 Application fee and \$100 *refundable* security deposit is required with all Pavilion Rental Permit Applications. In addition, a 50% reservation fee must be paid within 48-hours of receipt of invoice. If no reservation fee is received, your requested date will be released for other customers. Any remaining balances are due 30 days before the event date. All changes to the event must be made at least 21 days before the event. A change fee of \$5.00 will be applied if any changes are requested after the approval of the permit, but at least 21 days in advance.

DAN RYAN PAVILION			
PAVILION/ROOM	CAPACITY	RESIDENT	NON-RESIDENT
Mon-Thurs	120	\$75/Hr. <input type="checkbox"/>	\$100/Hr. <input type="checkbox"/>
Fri-Sat-Sun	120	\$100/Hr. <input type="checkbox"/>	\$125/Hr. <input type="checkbox"/>

MATHEW BIESZCZAT VOLUNTEER RESOURCE CENTER			
PAVILION/ROOM	CAPACITY	RESIDENT	NON-RESIDENT
<b>VRC Community Room</b>			
Mon-Thurs	100	\$45/Hr. <input type="checkbox"/>	\$70/Hr. <input type="checkbox"/>
Fri-Sat-Sun	100	\$65/Hr. <input type="checkbox"/>	\$90/Hr. <input type="checkbox"/>
<b>Classroom</b>			
Mon-Thurs	40	\$20/Hr. <input type="checkbox"/>	\$50/Hr. <input type="checkbox"/>
Fri-Sat-Sun	40	\$35/Hr. <input type="checkbox"/>	\$70/Hr. <input type="checkbox"/>

THATCHER PAVILION			
PAVILION/ROOM	CAPACITY	RESIDENT	NON-RESIDENT
<b>East Room</b>			
Mon-Thurs	80	\$75/Hr. <input type="checkbox"/>	\$100/Hr. <input type="checkbox"/>
Fri-Sat-Sun	80	\$100/Hr. <input type="checkbox"/>	\$125/Hr. <input type="checkbox"/>
<b>West Room</b>			
Mon-Thurs	40	\$60/Hr. <input type="checkbox"/>	\$90/Hr. <input type="checkbox"/>
Fri-Sat-Sun	40	\$90/Hr. <input type="checkbox"/>	\$115/Hr. <input type="checkbox"/>

ROLLING KNOLLS PAVILION			
PAVILION/ROOM	CAPACITY	RESIDENT	NON-RESIDENT
<b>LARGE Room</b>			
Mon-Thurs	80	\$75/Hr. <input type="checkbox"/>	\$100/Hr. <input type="checkbox"/>
Fri-Sat-Sun	80	\$100/Hr. <input type="checkbox"/>	\$125/Hr. <input type="checkbox"/>
<b>SMALL Room</b>			
Mon-Thurs	20	\$20/Hr. <input type="checkbox"/>	\$50/Hr. <input type="checkbox"/>
Fri-Sat-Sun	20	\$35/Hr. <input type="checkbox"/>	\$70/Hr. <input type="checkbox"/>

SWALLOW CLIFF PAVILION			
PAVILION/ROOM	CAPACITY	RESIDENT	NON-RESIDENT
Mon-Thurs	40	\$45/Hr. <input type="checkbox"/>	\$70/Hr. <input type="checkbox"/>
Fri-Sat-Sun	40	\$65/Hr. <input type="checkbox"/>	\$90/Hr. <input type="checkbox"/>

ADDITIONAL FEES			
Grove Fee - \$60		Permit Change Fee - \$5	
Security Deposit - \$100		Special Use Application Fee - \$25	
Floor Plan Change - \$25		Special Use Items - \$10 per item	

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## Pavilion Rental Permit Application

### Security Deposit Refund

Deposits paid via cash or check will be mailed a check to the name and address listed below. Failure to provide information will result in delay of refund processing.

Name of Payee or Organization:	Attention:	
Street Address:	Apt/Unit/Suite:	
City:	State:	Zip Code:

### Waiver and Signature

By signing this Pavilion Rental Permit Application, I acknowledge that I have read and agree to abide by all FPCC permit rules, regulations and ordinances, including the cancellation policy. I also agree that I am solely responsible for the actions and conduct of my guests, invitees, participants, spectators, contractors and for assuring compliance with all permit rules, regulations and ordinances pertaining to my permit. I understand and agree that my security deposit shall be forfeited for any violation of this agreement.

I hereby assume all responsibility for and agree to defend, indemnify, save and hold harmless, the FPCC, its officers, employees, volunteers, contractors and agents against any losses, claims, damages, liabilities, actions, suits, proceedings, costs or expenses that they may suffer, incur or sustain or for which it or they may become liable as a result of, arising out of or relating to any negligence or intentional misconduct by myself as Applicant, and any guests, invitees, participants, spectators, including any officers, employees, contractors, agents or persons under a sponsoring organization's control in connection with this permit. My obligation to indemnify the FPCC shall survive the expiration of this permit.

I do solemnly swear that answers given and statements made on this application are full and true to the best of my knowledge. I am 21 years of age or older and I have read the terms and conditions set forth in this document and agree to abide by them.

Signature of Applicant:	Date:
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## Pavilion Rental Permit Application

### PAVILION RULES AND REGULATIONS

#### FPCC EVENT SUPERVISION

- Before the event, tables and chairs will be set up according to the floor plan submitted.
- A FPCC event monitor will be present at the pavilion for your event. The event monitor's responsibility will consist of assisting with basic set-up changes, monitoring the event, inspecting the pavilion before, during and after the event, and securing the facility when the event has concluded.

#### APPLICANT'S RESPONSIBILITIES

##### SET-UP

- Applicant will be given a parking placard for event attendees and for vendors, if applicable. The parking placard will only be valid for the date(s) of your event.
- Applicant has **15 minutes prior to and after the event** to drive a vehicle up to the Pavilion/Room to load and unload equipment. All vehicles must be parked in the designated parking lot. **\*Any arrival to the venue before the scheduled time of the event will result in an additional charge.**
- If the Applicant arrives more than fifteen (15) minutes prior to the start of the event, the Applicant will be responsible for paying an hourly fee.

##### CLEAN UP

- Remove all decorations and everything brought to the Pavilion/Room for the event.
- Leave kitchen area clean; wipe off all counters and appliances, turn off all equipment, pick up all trash and place in the trash receptacles. Staff will empty the trash before, during and after events.

#### RULES FOR PAVILION/ROOM

- Applicant is only granted the right to occupy the Pavilion/Room. This does not include any adjacent FPCC grounds unless a grove permit for that area has also been issued.
- Driving/parking anywhere outside of the designated roadways is strictly prohibited. FPCC does not guarantee access to any parking spaces, as all parking is open to the general public, even during permitted events.
- No guns, knives, firecrackers, firearms or weapons of any kind are allowed on any FPCC property, including the Pavilion/Room.
- Any special use of the rented facility must be submitted with the application. No special equipment may be brought in without prior written approval from the FPCC. Examples include electrical equipment or lighting, musical instruments, platforms, barbecues, props, etc. Designated areas for grilling will be identified by FPCC staff.
- All amplified sound, including DJ's, iPods, etc. must be turned off **30 minutes prior** to the event end time.
- Prohibited items include, but are not limited to tacks, nails, staples, rice, birdseed, glitter, silly string, confetti, mylar balloons, sidewalk chalk, putty, candles (inside and outside), propane tanks (inside the pavilion), and hot plates.
- Items that are allowed include, but are not limited to balloons, ribbons, battery-operated candles, or crepe paper. All decorations must be picked up and removed by the Applicant at the conclusion of the event.
- Only freestanding decorations and double side scotch tape are permitted. Do not affix anything to ceiling, walls, doors, windows or floor.
- Any decorations hung on an FPCC road sign or outside must be removed at the end of the event.
- No FPCC amenities (utilities, tables, etc.) may be transferred or moved from inside the pavilion to outside the pavilion.
- Children must be supervised at all times.

Volunteer Resource Center 6100 N. Central Ave., Chicago, IL 60646 • (P) 773-792-0149 • (F) 773-792-0539

• [pavilion.rentals@cookcountylvil.gov](mailto:pavilion.rentals@cookcountylvil.gov)

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## Pavilion Rental Permit Application

### PAVILION RULES AND REGULATIONS CONTINUED

- Live animals are prohibited from entry to the pavilions except for a service animal as any dog individually trained to provide assistance to a person with a disability.
- There will be an additional set-up and/or tear down fee added to your permit for each day the Pavilion is used for decorating and/or storing of equipment outside of the event date.
- PAVILION/ROOM USE POLICY (ALCOHOL & TOBACCO) Alcohol may be consumed on FPCC property by visitors of legal drinking age; however, consumers must produce adequate ID for proof of age upon request.
- The use of all tobacco products is prohibited within the Pavilion/Room or within fifteen (15) feet of the entrance to the facility. All pavilions are considered non-smoking facilities.
- Glass bottles are prohibited outside of the pavilions.

**Contact information for the FPCC Pavilion/Room Rental Program:**

Event & Facility Supervisor  
6100 N. Central Ave, Chicago, IL, 60643  
Phone: 773-792-0149  
Email: [pavilion.rentals@cookcountyil.gov](mailto:pavilion.rentals@cookcountyil.gov)

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## Addendum A

## Certificate of Liability Insurance Sample

Please see sample certificate below. Certificates are due no less than two weeks prior to event date and must have the following noted:

1. Type of insurance must be "General Liability"
2. Amount of coverage per occurrence must be \$1,000,000
3. Forest Preserves of Cook County must be listed specifically as "Additional Insured"
4. Address to be used on insurance should reflect our General Headquarters office in River Forest.
5. Endorsement must be attached to certificate.

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Volunteer Resource Center 6100 N. Central Ave., Chicago, IL 60646 • (P) 800-870-3666 • (F) 708-792-0539

- [pavilion.rentals@cookcountyil.gov](mailto:pavilion.rentals@cookcountyil.gov)

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v.03 (11/2016)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

Forest Preserves of Cook County

536 N. Harlem Ave

River Forest, IL 60305

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

---

## Addendum B

### 501(c)3 Example

---

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 19 2001**

SAMPLE ARTS ORGANIZATION  
1234 SOUTH ARTS ROAD  
OREM, UT 84057

Employer Identification Number:  
55-1234567  
DLN:  
09876543210987  
Contact Person:  
JOHN SMITH ID# 12345  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
November 27, 2000  
Advance Ruling Period Ends:  
December 31, 2004  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

Volunteer Resource Center 6100 N. Central Ave., Chicago, IL 60646 • (P) 800-870-3666 • (F) 708-792-0539

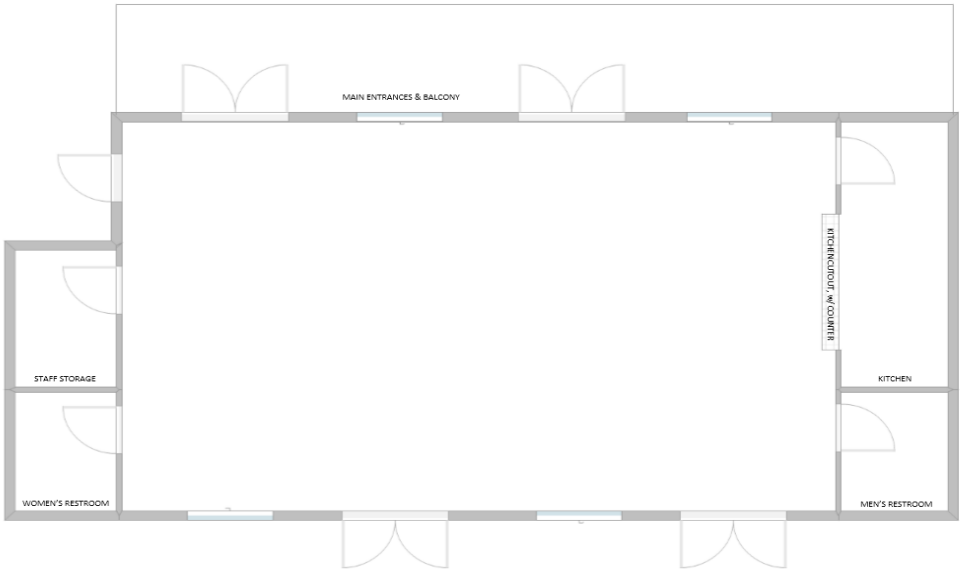
• [pavilion.rentals@cookcountytvll.gov](mailto:pavilion.rentals@cookcountytvll.gov)

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v.03 (11/2016)

15. EXHIBIT B (FLOOR PLANS)

Dan Ryan Pavilion

FOREST PRESERVE DISTRICT OF COOK COUNTY  
DAN RYAN PAVILION FLOOR PLAN

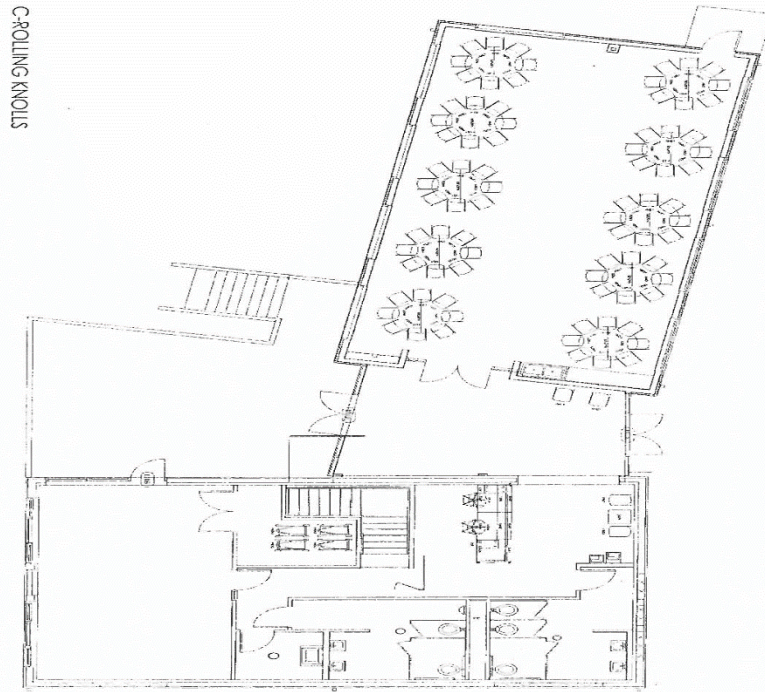


FURNITURE			NOTES
TYPE	SIZE	AMOUNT	
ROUND TABLE	48" (4-5 PPL)	15	✦ Kitchen is open to the room with a cutout counter
LONG TABLE	6' (4-8 PPL)	9	✦ Kitchen is equipped with a refrigerator, microwave and sink
LONG TABLE	3'	2	✦ Furniture must remain in the main room and cannot be brought out onto the balcony
CHAIRS (NO ARMS)	N/A	120	

Forest Preserves of Cook County / 6100 N. Central Ave / Chicago, IL 60646 / p 773.792.0149 / f 773.792.0539

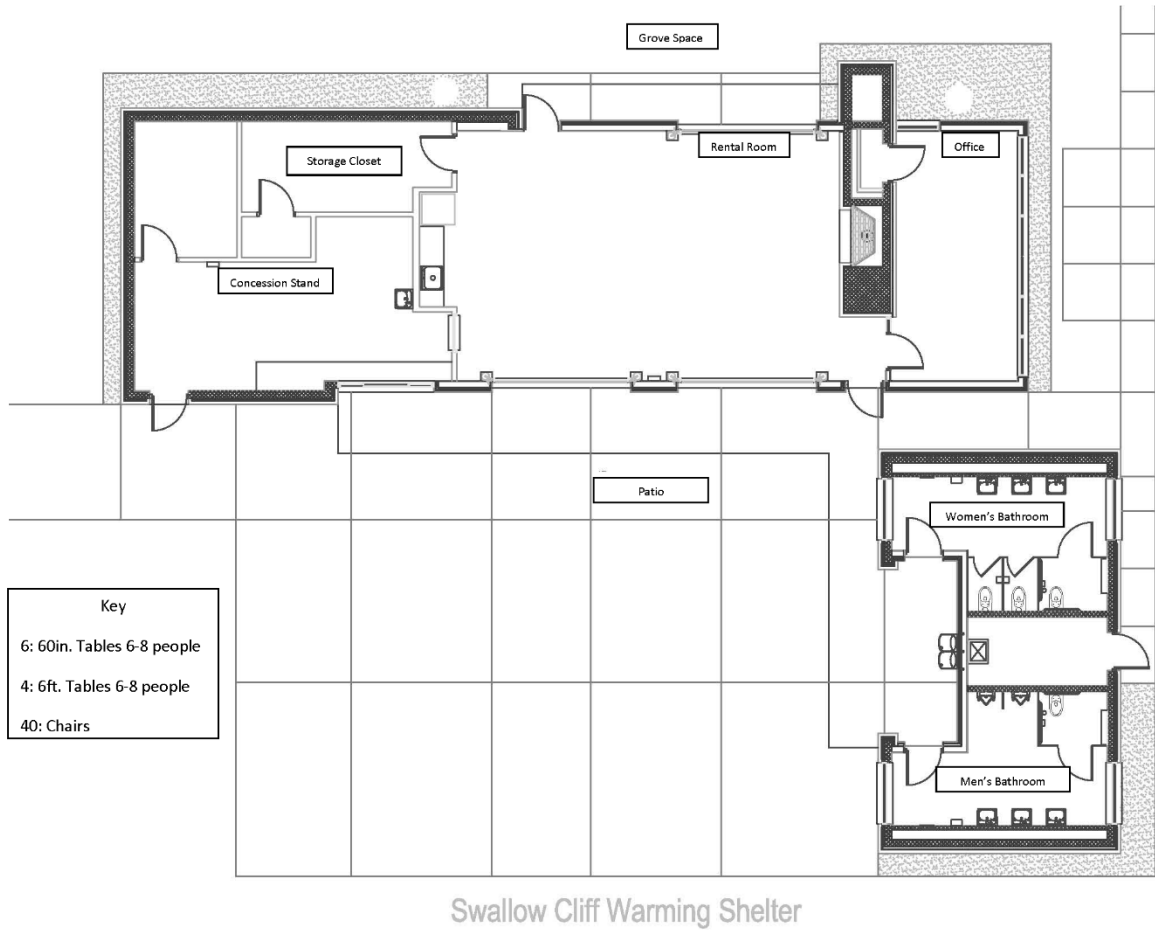
Name on Permit: \_\_\_\_\_ Date of Event: \_\_\_\_\_

## Rolling Knolls Pavilion



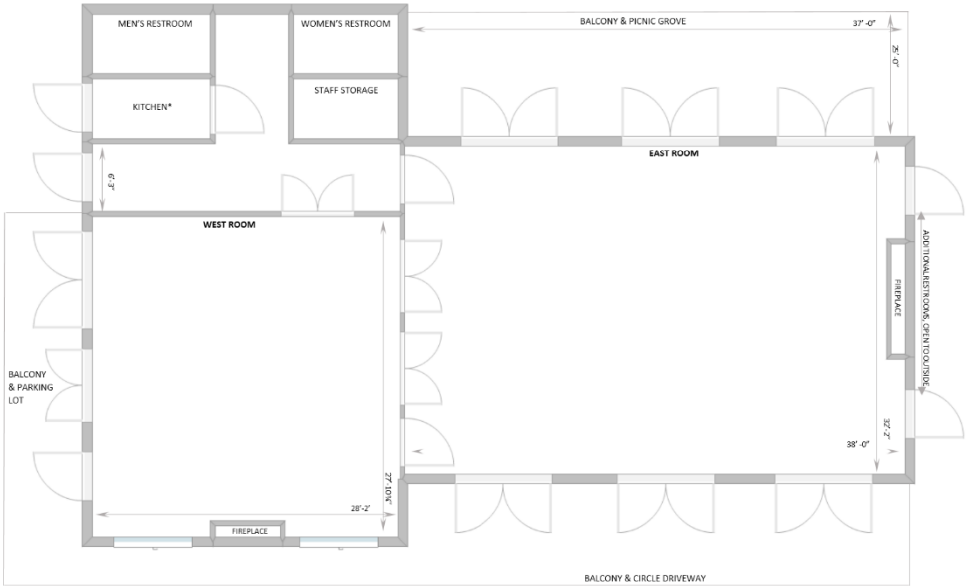


Swallow Cliff Pavilion



Thatcher Pavilion

FOREST PRESERVE DISTRICT OF COOK COUNTY  
THATCHER WOODS PAVILION FLOOR PLAN



FURNITURE			NOTES
TYPE	SIZE	AMOUNT	
ROUND TABLE	48" (4-5 PPL.)	18	
ROUND TABLE	60" (6-8 PPL.)	10	
LONG TABLE	6' (4-6 PPL.)	15	
LONG TABLE	3'	2	
HIGH BOYS	36"	10	
CHAIRS (NO ARMS)	N/A	120	

\* Kitchen is not to scale  
\* Kitchen is equipped with a refrigerator, microwave and sink.



Name on Permit: \_\_\_\_\_ Date of Event: \_\_\_\_\_



Mathew Bieszczat Volunteer Resource Center - Classroom

FOREST PRESERVE DISTRICT OF COOK COUNTY  
MATHEW BIESZCZAT VOLUNTEER RESOURCE CENTER CLASSROOM FLOOR PLAN



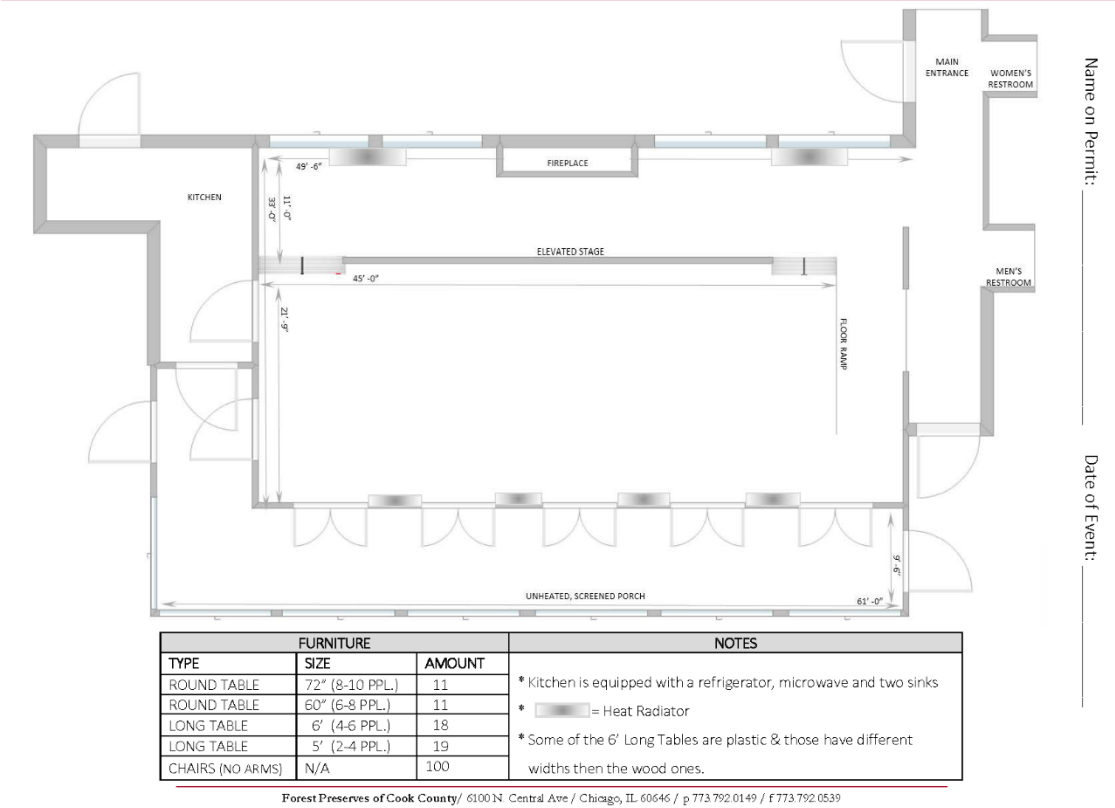
FURNITURE			NOTES
TYPE	SIZE	AMOUNT	
ROUND TABLE	60" (6-8 PPL)	6	* Kitchen is equipped with a small refridgerator, sink and microwave *  = Whiteboard, markers not included *  = Heat Radiator
LONG TABLE	5' (2-4 PPL)	19	
CHAIRS (WITH ARMS)	N/A	40	

Forest Preserves of Cook County/ 6100 N. Central Ave / Chicago, IL 60646 / p 773.792.0149 / f 773.792.0539

Name on Permit: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Mathew Bieszczat Volunteer Resource Center – Community Room

FOREST PRESERVE DISTRICT OF COOK COUNTY  
MATHEW BIESZCZAT VOLUNTEER RESOURCE CENTER COMMUNITY ROOM FLOOR PLAN



## 16. EXHIBIT C (INVENTORY OF TABLES AND CHAIRS)

The District has a current inventory of tables and chairs at each Pavilion site that can be reviewed at Pre-Proposal Conference. Beginning equipment inventory levels will be agreed to with commencement of any Contract. If the Vendor determines that the District's current table and chair inventory is unusable, please indicate in your response what type of equipment you would desire replacing in order to raise more revenue.

The District conducted an inventory of existing tables and chairs several months ago and cannot guarantee the accuracy of the inventory provided below.

Room Rental Inventory								
Location	48" Round Tables	60" Round Tables (6-8	72" Round Tables (8-10	36" Round Tables	3' Long Tables	5' Long Tables(4-6	6' Long Tables(2-4	Chairs
Thatcher	15	N/A	N/A	N/A	2	N/A	15	120
Mathew Bieszczat Volunteer Resource Center	N/A	11	10	3	N/A	21	13	100
Dan Ryan	15	N/A	N/A	N/A	N/A	N/A	15	181
Rolling Knolls	N/A	10	N/A	N/A	N/A	N/A	N/A	84
Swallow Cliff	N/A	6	4	N/A	N/A	N/A	N/A	60

PROPOSAL COVER PAGE

PREPARED FOR

Forest Preserve District of Cook County

Professional Services Contract

For

Indoor Room Rental Management

RFP NO. #18-40-425



FIRM NAME:

---

**RECEIVED**

THIS AREA FOR DISTRICT USE ONLY

**17. ADDENDUM RECIEPT**

**COMPLETION OF THIS FORM IS REQUIRED**

(if applicable)

The receipt of any addenda to the RFP that were issued on or before the deadline in Section 1 of this RFP is hereby acknowledged by completing the information below:

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

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

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

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

## **18. AGREEMENT**

This Agreement for Indoor Room Rental Management 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**

This Agreement is comprised of this basic Agreement, the Certificate of Qualification attached hereto and made a part hereof as Exhibit A, the Certification Regarding Tax Delinquency attached hereto and made a part hereof as Exhibit B, the Disclosure of Ownership Interest Statement attached hereto and made a part hereof as Exhibit C, the Disclosure of Lobbyist Contacts attached hereto and made a part hereof as Exhibit D, the Affidavit of Child Support Obligations attached hereto and made a part of Exhibit E, the District’s Request for proposals No. 18-40-425 (“RFP”) and the Vendor’s Proposal in response to the RFP.

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 and in writing.

### **II - APPOINTMENT**

The District hereby appoints the Vendor to perform Indoor Room Rental Management (“Indoor Room Rental Management”) as described in Article III and as budgeted within the cost proposal commencing on the above-referenced date (hereinafter referred to as the “Effective Date”).

Vendor hereby represents and warrants that the employees, officers, agents, and subcontractors of the Vendor who will perform the Indoor Room Rental Management during the term of this Agreement, will be fully qualified, licensed as required, and skilled to perform the Indoor Room Rental Management.

Vendor hereby represents and warrants that its performance of the Indoor Room Rental Management will be in accordance with industry standards and consistent with its Proposal for an Indoor Room Rental Management Provider (RFP No. 18-40-425) dated July 20, 2018.

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

Vendor will provide Indoor Room Rental Management as described herein by in-house or by approved, competent sub-contractors that will enable the Vendor to satisfactorily perform for the Term as defined within Article IV. The District will be responsible for engaging and interacting with the Vendor on a monthly basis during the duration of this Agreement to assure excellent operational and customer service. The scope of services shall include those services described in both the RFP and the Vendor’s Proposal.

[The remainder of this page is intended to be left blank]

#### **IV – TERM**

The initial Term of this Agreement shall be for a three year initial contract with two optional one-year extensions unless terminated by either Party in accordance with Article VIII (Default) or Article IX (Termination) below.

- A. **Option Year.** If Vendor desires to extend this Agreement beyond the initial three (3) year Term, Vendor shall send written notice of such desire to District not less than 120 days prior to the end of the initial Term. District shall then have sixty (60) days to either accept or reject such extension by sending written notice to Vendor. The decision to accept or reject such extension shall be within the District's sole discretion. Failure by District to send notice within the 60 days period shall be deemed a rejection by District of the extension. If District accepts the extension, the Term and this Agreement shall be extended for an additional one (1) year period ("Option Year"). The amount of the annual fee as defined in Article VI, which shall apply to the Option Year(s) is set forth in Section 10 of the RFP and the Vendor's Proposal.

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

1. The District shall permit the Vendor access to District property necessary to perform its obligations under this Agreement.
2. The District reserves the right to audit the operations and financials of the Vendor's operation at any time during the course of the Agreement.

#### **VI – COMPENSATION**

When the contract is executed, the proposed an annual Service Management Fee is to be paid to the Vendor in monthly installments for the initial term of this Agreement and for each subsequent optional extension year approved by the District, for performance of the Indoor Room Rental Management Provided. In addition to the above stated compensation, the District agrees to reimburse the Vendor for costs identified in the operating budget as approved by the District. Notwithstanding any amounts set forth in this Agreement, reimbursable expenses shall be limited to amounts which are customary, reasonable and necessary, and under no circumstances shall include any additional amounts for general overhead or administrative expenses. Invoices shall be presented monthly by the Vendor to the District. The District shall notify the Vendor if an invoice is in question. All invoices submitted by the Vendor for payment shall be paid by the District within 30 days of receipt complete with all requested documentation.

#### **VII - NOTICES**

All notices, including but not limited to any request for permission to perform services not 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: Karen Vaughan, Permits, Rentals and Concessions

With a copy to:

Dennis A. White, Chief Attorney  
Forest Preserve District of  
Cook County  
69 West Washington Street  
Suite 2010

Either Party may change its address for receipt of notice 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.

#### **VII - DEFAULT**

If Vendor breaches any of its material obligations under this Agreement and has failed to cure such breach within fifteen (15) calendar days after receipt of notice specifying such breach, the District may terminate this Agreement by notice in writing, which shall be effective immediately upon receipt.

If the District shall terminate this Agreement under the preceding paragraph, or if this Agreement is terminated under Article IX or otherwise, the Vendor shall deliver to the District within ten (10) calendar days all finished or unfinished documents, data, studies and reports prepared by the Vendor for delivery to the District under this Agreement. In addition, Vendor shall pay the District the pro-rated share of the annual fee for the month of termination and the percentage of gross sales accrued up to the date of termination.

#### **IX - TERMINATION**

The District may terminate this Agreement, at any time by giving thirty days' notice of termination in writing from the District to the Vendor. Payment of the pro-rated annual fee and percentage of gross sales from Vendor shall be paid within 10 days after the Agreement is terminated. 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 agents, officials and employees, against all injuries, deaths, loss, damage, patent claims, copyright or trademark claims, suits, liabilities, judgments, costs or expenses, including attorneys' fees which are the direct result of an error, omission or negligent act of Vendor, its employees, agents, or subcontractors arising out of or resulting from the performance of the Indoor Room Rental Management Services under this Agreement. Vendor expressly understands and agrees that any performance bond or insurance protection required in this Agreement shall in no way limit its responsibility to indemnify, defend or keep and save harmless the District, its agents, officials and employees as herein provided.

#### **XI – INSURANCE REQUIREMENTS FOR THE VENDOR PROVIDING SERVICES TO THE DISTRICT**

Prior to the effective date of this Agreement, Vendor, at its cost, shall secure and maintain at all times until completion of the Term of this Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its operations under this Agreement. Vendor shall require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverage's for Subcontractors. All Subcontractors are subject to the same insurance requirements as Vendor except paragraph (d) Excess Liability.

The District maintains the right 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**

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 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**

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.

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**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 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. Vendor's insurance shall be primary and non-contributory with any insurance maintained by the District. The full policy limits and scope of protection shall apply to the 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's 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**

Vendor shall provide the 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. Vendor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the District's Chief Procurement Officer.

Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the District's Chief Procurement Officer Certificates of insurance maintained by Vendor. 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 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 the District.

## **XII - NONDISCRIMINATION**

Vendor, in performing this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, gender, marital status, disability, national origin, status of discharge from military, or other protected status, nor shall Vendor otherwise commit an unfair employment practice.

## **XIII - INDEPENDENT CONTRACTORS**

Parties 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 party agrees to take such steps as may be necessary so 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 subcontractors shall be considered to be solely the employees or agents of the respective party or such 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 to the extent required by law.

Vendor acknowledges and understands that no District employee or any agent acting on behalf of the District, may participate in or attempt to influence, based on political reasons or factors, the hiring decisions of Vendor with respect to work performed under this Agreement and that Vendor is obligated to report any and all known or suspected attempts or efforts to do so by any District employee or agent acting on behalf of the District to the Office of the Independent Inspector General of Cook County.

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

The Parties will permit any regulatory agency and its representatives to have access to all data and records relating to the nature and extent of cost of Indoor Room Rental Management Services provided under this Agreement until four years after the furnishing of such Indoor Room Rental Management 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 twelve 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.

#### **XV - COMPLIANCE WITH LAWS**

Vendor shall observe and comply with the 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, including without limitation, all applicable requirements described in the Cook County Code of Ordinances, Chapter 2, Article IV, Division 5 (Inspector General). Assurance of compliance with these requirements by Vendor employees, agents or subcontractors 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. In executing this Agreement, Vendor shall be required to execute the Certificate of Qualification attached hereto as Exhibit A and made a part hereof.

#### **XVI - 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.

#### **XVII - ASSIGNMENT/BINDING EFFECT**

No right or interest in this Agreement shall be assigned by Vendor to any third party, or any part of the Agreement subcontracted, without the advance written consent of the District, which may be withheld in the District's sole discretion. The 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.

#### **XVIII - OWNERSHIP OF DOCUMENTS / CONFIDENTIALITY**

Subject to any third party intellectual property rights, 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 Parties hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of the District, and the 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 the District, during any stage of the Indoor Room Rental Services, 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 the District, provided, however, that Vendor may retain copies of the same for Vendor's own general reference. Vendor agrees to maintain digital copies for a period of three years after this Agreement expires.

Vendor agrees not to disclose to any third party, without the District's prior written consent, any information gathered from or on behalf of any District employee, officer, or agent ("confidential information"). If required by law to disclose such confidential information, Vendor shall provide as much advance notice as possible of such disclosure to the District.

### **XIX - 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.

### **XX - 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 Articles I-XXII of this Agreement.

- A. Agreement modifications entered into after the date of execution of this Agreement, if any.
- B. Articles I-XXII of this Agreement and all exhibits attached hereto. To the extent of any conflict between the exhibits and the basic Agreement, the basic Agreement shall govern.
- C. District certifications.

### **XXI - 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 award or carrying out of the project to which this Agreement pertains shall have any direct or indirect personal interest or derive any financial benefit from this Agreement.

[The remainder of this page is intended to be left blank]

## **XXII - 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 this Agreement shall survive and continue in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this transaction as of the date referenced above.

Forest Preserve District of Cook County

Vendor

\_\_\_\_\_  
Toni Preckwinkle, President

\_\_\_\_\_  
President or Designee

\_\_\_\_\_  
Matthew B. DeLeon, Secretary

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Karen Vaughan, Direction of Permits,  
Rental and Concessions

\_\_\_\_\_  
Dennis White, Chief Attorney

**KEY PERSONNEL**

**[VENDORS TO INSERT KEY PERSONNEL LIST HERE]**

**19. REQUIRED CERTIFICATIONS TO BE COMPLETED BY THE VENDOR**

- 1) Certificate of Qualification\* - Exhibit A
- 2) Tax & Fee Delinquency\* - Exhibit B
- 3) Disclosure of Ownership Interest Statement\* - Exhibit C
- 4) Disclosure of Lobbyist Contacts – Exhibit D
- 5) Affidavit of Child Support Obligations\* - Exhibit E

\*=must be notarized

**CERTIFICATE OF QUALIFICATION – EXHIBIT A**

<b>COMPLETION OF THIS FORM IS REQUIRED</b>
--------------------------------------------

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 – EXHIBIT B**

**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:

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Signature of Authorized Representative:

<hr/>	<hr/>
(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 – EXHIBIT C

### 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	Percentage of Beneficial	Relationship
Interest			

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

**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 – EXHIBIT D**

**COMPLETION OF THIS FORM IS REQUIRED**

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)

## AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS EXHIBIT E

### 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 District Privilege. When Delinquent Child Support exists, the District not issue or renew any District Privilege, and may revoke any District Privilege.

“applicant” means any person or business entity, including all Substantial Owners, seeking issuance of a District Privilege or renewal of an existing District 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.

“District 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 District 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**

District: \_\_\_\_\_ 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 \_\_\_\_\_