



Request for Proposals

For

BICYCLE RENTAL AND TRAILS RELATED  
CONCESSION SERVICES AT VARIOUS SITES

ISSUED BY:

FOREST PRESERVE DISTRICT OF COOK  
COUNTY

Permits, Concessions, and Volunteer Resources

**POSTING DATE: September 17, 2014**

**DUE DATE: November 7, 2014 Time: 10:00A.M.**

RFP NO. #14-40-411

**FOREST PRESERVE DISTRICT OF COOK COUNTY**  
**REQUEST FOR PROPOSALS**  
**BICYCLE RENTAL AND TRAILS RELATED CONCESSION SERVICES**  
**AT VARIOUS SITES**

**Table of Contents**

1. SCHEDULE..... 4

2. OVERVIEW AND OBJECTIVES..... 4

3. SCOPE OF SERVICES ..... 5

4. OPERATIONS AND MAINTENANCE..... 8

5. REPORTING AND FINANCIALS ..... 10

6. EQUIPMENT ..... 10

7. SAFETY AND COMPLIANCE ..... 11

8. PRIMARY SITES ..... 11

9. ADDITIONAL SITES ..... 12

10. EVALUATION OF PROPOSALS ..... 12

11. SUBMISSION OF PROPOSAL..... 12

12. PRELIMINARY CONTRACT TERMS AND SITE PROPOSALS ..... 14

13. INSURANCE REQUIREMENTS ..... 15

14. EVENTS OF DEFAULT DEFINED ..... 18

15. EXIHIBIT A (OVERVIEW OF DISTRICT BIKE TRAILS) ..... 19

16. EXIHIBIT B (COST PROPOSAL) ..... 42

17. EXHIBIT C (EXPERIENCE) ..... 43

18. EXHIBIT D (EVALUATION CRITERIA) ..... 44

KEY RFP INFORMATION..... 45

REQUIRED INFORMATION AND FORMS ..... 47

    A.    ADDENDUM RECEIPT ..... 49

    B.    Pre-Submittal Meeting and Field Inspection Certification ..... 50

    C.    PROFESSIONAL SERVICES AGREEMENT ..... 51

        1)    EXHIBIT B - KEY PERSONNEL & SUBPROPOSERS ..... 60

        2)    EXHIBIT C - REQUIRED CERTIFICATIONS ..... 62

## FOREST PRESERVE DISTRICT OF COOK COUNTY

### REQUEST FOR PROPOSALS BICYCLE RENTAL AND TRAILS RELATED CONCESSION SERVICES AT VARIOUS SITES

The Forest Preserve District of Cook County (the "District") is seeking "Proposals" from interested parties (hereinafter referred to as "Concessionaire(s)") that are capable of furnishing Bicycle Rental and Trails Related Concessions Services (hereinafter referred to as "Bicycle Concession Equipment") described within this Request for Proposals ("RFP"). The services to be provided, the term of the "Contract" and other specific provisions are more fully described in Scope of Services. The Bicycle Concession Equipment services are to be provided in conjunction with the operation of a Concessionaire provided kiosk or rental station near District trail or trails (the "Recreational Trail Facility" or "Recreational Trail Facilities").

It is essential that the District retain the services of a Concessionaire with the appropriate background to operate the Recreational Trail Facilities so that participants will be assured they will be provided equipment that is professionally managed and expertly maintained, and receive the necessary instruction to use the equipment properly. The District seeks to obtain a Concessionaire for three (3) years with two (2) optional one (1) year renewal periods.

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

- Tandem Bicycle Rental
- Adult Bicycle Rental
- Mountain Bicycle Rental
- Hybrid Adult Bicycle Rental
- Child Bicycle Rental
- Concession Sales (Shirts, Hats, Water Bottles, Helmets etc.)
- Food Concessions
- Bicycle Repair

#### DISTRICT BACKGROUND

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

An overall goal of the District with respect to its concession program is to offer goods, services, and activities that provide service to the public in a safe, enjoyable, and cost effective manner.

*"The mission of the Forest Preserve District of Cook County is to acquire, restore and manage lands for the purpose of protecting and preserving public open space with its natural wonders -- significant prairies, forests, wetlands, rivers, streams and other landscapes with all of its associated wildlife -- in a natural state for the education, pleasure and recreation of the public, now and in the future."*

Visit the District's website at [www.fpdcc.com](http://www.fpdcc.com) to learn more about the District.

## 1. SCHEDULE

The District anticipates the following Schedule:

RFP posted to the website	September 17, 2014
Pre-Proposal Conference (Please RSVP to David.Panitch@cookcountyil.gov)	October 17, 2014
Vendor Inquiry Deadline	October 24, 2014
Response to Inquiries	October 27, 2014
Proposal Due Date	November 7, 2014
Evaluation of Proposals	November 14, 2014
Contract Award Date	December , 2014
Program Kick-Off- Opening Day, 2015	February, 2015

## 2. OVERVIEW AND OBJECTIVES

The District is soliciting proposals from a single qualified or group of qualified Concessionaires who are experienced in creating, maintaining or operating Bicycle Concession Equipment based out of mobile kiosks manned or unmanned, along with our existing facilities and related concession services in various locations throughout the District's trail systems. Please refer to our Trails Master Plan (<http://fpdcc.com/trailmasterplan/>) and our Recreation Master Plan (<http://fpdcc.com/recreation-master-plan/>).



[Trail Master Plan](#)

[Recreation Master Plan](#)

### 3. SCOPE OF SERVICES

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

- 1.) The Concessionaire shall provide, at minimum, the items set forth within the Scope of Services.
- 2.) Concessionaire shall Maintain and pay for all required permits, applicable licenses, certifications and insurance required by the District, other municipalities, other agencies and the State of Illinois and any United State codes and regulations for this type of concessions operation.
- 3.) The Concessionaire shall charge fair and reasonable prices for all articles and goods sold or rented.
- 4.) Prices shall not exceed those agreed to between the Concessionaire and the District. Prices to be charged by the Concessionaire shall be set forth in the Proposal submitted by each Concessionaire.
- 5.) Bicycle Concession Equipment is to include, but not be limited to child bicycles, tandem bicycles, mountain bicycles, adult bicycles, and hybrid adult bikes.
- 6.) Concessionaire must remove Bicycle Concession Equipment at the end of the season and must be stored off District property.
- 7.) Concessionaire must work with the District prior to approval of their Kiosk (Bicycle Docking Station, Tent, Storage Container, etc.) location.
- 8.) Concessionaire shall provide a three-year and five-year business plan outline within their Proposal.
- 9.) The Concessionaire will have certain negotiated rights to the Bicycle Concession Equipment services for the term of the Contract. However, the District reserves the right to secure additional services such as handling registration for a run or bike race (or other special event) to be held within the District. The awarded Concessionaire may be given an opportunity to bid the aforementioned services or partner in-kind with the District.
- 10.) No alcoholic beverages are to be sold or stored by the Concessionaire on District property.
- 11.) Concessionaire may not operate vending machines unless specifically approved in writing by the District, which approval may be withheld for any reason, including the District's election to install and operate vending machines at the site.
- 12.) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official Concessionaire personnel. The design of such uniforms shall be subject to the prior approval of the District. All uniforms worn shall be maintained in a neat and clean manner.
- 13.) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the

public. If the Concessionaire or his/her employees, officers, agents, and subcontractors offer tours, Concessionaire must possess an ACA (American Cycling Association) or equivalent certification to do so in a safe and effective manner.

- 14.) Concessionaire will be responsible for the installation of a security system for kiosks and bicycles subject to District approval.
- 15.) Concessionaire will be prohibited from selling any beverages in glass bottles.
- 16.) Concessionaire must follow and adhere to all District Regulations including the District's Trail Regulations. Please visit the following link: <http://fpdcc.com/preserves-and-trails/rules-and-regulations/>.
- 17.) Concessionaires should set forth their intended hours of operation, if different from sunrise to sunset will be subject to District approval.
- 18.) Concessionaire must maintain enough Bicycle Concession Equipment stock to serve the public need.
- 19.) All items sold or rented are subject to prior District approval.
- 20.) Concessionaire shall clearly display prices for all merchandise, food, beverages and services.
- 21.) Concessionaire may sell non-alcoholic beverages, food, apparel, water bottles, and bicycle repair services subject to District approval.
- 22.) Concessionaire must be responsible for the proper disposal and removal from the Recreational Trail Facilities and the District's property of all concession-related refuse in proper covered receptacles in an area designated by the District.
- 23.) Concessionaire shall perform upkeep of their Recreational Trail Facility and maintain A "clean and attractive state" which shall include but is not limited to:
  - Maintaining the interior/exterior of all Recreational Trail Facilities operated by the Concessionaire
  - Power washing (If Applicable)
- 24.) Concessionaire will be responsible for notifying the District immediately if the Recreational Trail Facility is vandalized.
- 25.) Concessionaire shall maintain management, operations, and maintenance records for Bicycle Concession Equipment (which will be made available to the District upon the District's request).
- 26.) Concessionaire shall provide to the District an emergency contact list, in case the District needs to contact the Concessionaire afterhours.
- 27.) Concessionaire shall advise, assist, and work with the District's Communication Department in developing and implementing marketing activities, plans, and strategies for the Recreational Trail Facilities subject to prior District approval.

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

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

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

30.) Concessionaire 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 all Recreational Trail Facilities including but not limited to the following:

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

31.) Concessionaire will be required to execute all necessary fields in Exhibit B and C.

Concessionaires are expected to familiarize themselves with all requirements of the RFP prior to submitting a Proposal. Certain terms of the Contract will affect the Concessionaire's expenses in operating the concession.

32.) Concessionaire will be required to have a sufficient number of staff available at the Recreational Trail Facility or Facilities.

33.) All signage and marketing materials must be approved by the District prior to any installation on District property.

34.) Concessionaire must be willing to work with the District to provide Bicycle Concession Equipment for District approved programs and events. A negotiated Bicycle Concession Equipment rental discount percentage will be agreed upon between the Concessionaire and the District.

35.) The Concessionaire will be prohibited from cutting down, pruning or removing any trees on District property without prior, written approval from the District. Any attachments to the trees, such as lights, will not be permitted.

- 36.)The Concessionaire will only be allowed to operate within District parking lots and be allotted between 2-4 parking spaces to operate their Recreational Trail Facility. If additional space is required, prior approval from the District is required.
- 37.)The Concessionaire will be responsible for the removal of all equipment from District property within 15 calendar days following the date the Contract term ends. The Concessionaire shall make every reasonable effort to minimize the lingering environmental and aesthetic effects of the equipment removal on the site. The Concessionaire shall remove all debris created from removal of equipment. The Concessionaire will make every reasonable effort to ensure the public safety and the safety of wildlife during the removal of equipment, and shall make reasonable efforts to ensure a safe environment after equipment has been removed.
- 38.)The Concessionaire may offer bicycle repair services as a part of their services portfolio. Bicycle repair service employees shall be required to have a certification through UBI (United Bicycle Institute).
- 39.)Concessionaire shall ensure that all customers are aware of the “Illinois Bicycle Rules of the Road” from the Illinois Secretary of State.
- 40.)Concessionaire must provide gross revenue monthly statements to the District on a monthly basis.
- 41.)Concessionaire shall provide a minimum of twenty (20) bicycles for rental per location. If the Concessionaire is not able to meet this requirement, it must be identified within the Proposal.
- 42.)Concessionaire is responsible for providing their own POS (Point-of-Sale) system to track all revenue and transactions. Concessionaire shall provide the make and model of their POS system within their Proposal.
- 43.)The Concessionaire shall provide an estimate of the direct and indirect costs to complete all tasks identified within the RFP. A detailed cost breakdown shall be provided identifying:
- a. Number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this provide the services required by the RFP.
  - b. Overhead costs
  - c. Estimate of sub-consultant services if needed

#### **4. OPERATIONS AND MAINTENANCE**

The District anticipates a personal investment by the Concessionaire. All costs associated with the installation and operation of Recreational Trail Facility or Facilities will be paid for by the Concessionaire. The District does not authorize the construction of any permanent structure or fixture on District property.

The District expects that the investment for the Recreational Trail Facility will include but not be limited to, the following:

- Storage unit/kiosk purchase and installation
- Bicycle Concession Equipment purchases
- Security system

All Concessionaires should visit the location(s) in which they are interested in proposing to ensure that the location(s) are appropriate for the Concessionaires intended operations. The Permits, Concessions,



and Volunteer Resources Department is seeking a Concessionaire for the installation, operation and maintenance of Recreational Trail Facilities at any number and combination of the following locations listed in Section 8 and Section 9 within the RFP. Concessionaires are encouraged to submit Proposals for multiple locations within their cost proposal.

Proposals are required to outline implementation and operation for a potential operating location.

Proposals must also address the following points:

- Implementation and Operating Plan which should describe in detail the following:
  - Description of proprietary technologies to manage the program
  - Description of the type and size of any proposed advertising
  - Projected revenues/costs related to each location
  - Information on how residents and visitors can register for this program
  - Plans detailing the size and configuration of installations
  - Procedures for renting and returning bicycles
  - Procedures for accepting all methods of payment
  - Procedures to ensure availability of bicycles for rental at all locations
  - Procedures to provide user information in English and Spanish, as well as the possibility of other languages
  - Procedures to track user and program data
  - Specifications for the proposed bicycle rental stations or kiosks
  - Specifications for the proposed bicycles, safety of the bicycles and the condition of bicycles
  
- The proposed management/oversight structure:
  - Hours of operation and types of customer service
  - Strategies to prevent damage to bicycles, kiosks, and rental stations
  - The proposed maintenance and security plans:
    - Procedures for bicycle maintenance and repair
    - Procedures for bicycle monitoring and loss prevention
  - The funding sources for the development, implementation and management/operation of the program:
    - Description of a fee structure
    - A timeline for the implementation of the project
    - The capacity of the Concessionaire is to develop, implement and maintain the Recreational Trail Facility including the Concessionaires past experience in developing, implementing, and/or maintaining a program with a similar scope and impact
    - The Concessionaire shall make its rental rates easily available for public review and approval by the District, for example, by posting legible displays and providing information pamphlets along with maintaining an update to date web site.

Bicycles parked at Recreational Trail Facilities shall be sheltered to protect bicycles from weather elements. Recreational Trail Facilities should also include local maps directing users to popular cycling routes. The Concessionaire shall also provide use of a bicycle helmet in good condition suitable for users less than 16 years of age, as well as for any other interested customer.

## 5. REPORTING AND FINANCIALS

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

## 6. EQUIPMENT

- 1.) The rented bicycles must be maintained in good working order. The Concessionaire must have an evaluation and maintenance schedule subject to District approval. Additionally, the District may require that Bicycle Concession Equipment provided by the Concessionaire to include the following items:
  - Self-generating lights
  - Fenders
  - Chain guards
  - Bells
  - Baskets
- 2.) The Concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to install, operate, and maintain the Recreational Trail Facility in good and safe condition and in accordance with industry standards. In addition, all signs and structures on the Recreational Trail Facility must be kept in good condition and free of graffiti. The erecting of any ancillary structures on District property shall be subject to District approval.
- 3.) Concessionaire shall thoroughly clean Bicycle Concession Equipment on a bi-weekly basis.
- 4.) The Concessionaire must provide an employee to monitor the Recreational Trail Facility at all times during operation unless otherwise approved by the District.
- 5.) The Bicycle Concession Equipment area will be maintained in a neat and orderly manner at all times. Bicycle Concession Equipment will be stored in a manner as to not to impede any other activities within the Recreational Trail Facility area.
- 6.) The Concessionaire shall be responsible for all expenses related to this program, including, but not limited to:
  - Installation of the bicycle rental stations/kiosks and all related equipment
    - Daily operations, including moving bicycles from one Recreational Trail Facility to another (If Applicable)
    - Routine maintenance, repair, and replacement of Bicycle Concession Equipment
    - Overall program management and administration, including staffing, collection of fees, accounting, and user contact
    - Promotion, including establishing, maintaining, and updating a web site

- Software development, upgrades, and maintenance (If Applicable)
- Ongoing evaluation, with weekly, monthly and annual reports submitted to the District

## **7. SAFETY AND COMPLIANCE**

- 1.) The Concessionaire must have on file a signed waiver from each participant, or their legal guardian if under 18 years of age, which holds the District, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on District property which arise from or are in any manner connected with the services provided to the participants under this Contract.
- 2.) Concessionaire must maintain a record of the participants name, address, local contact number should they not return at the designated time.
- 3.) Concessionaire must make participants aware of any known hazards and off-limits areas, and that any violations may result in a citation and/or injury.
- 4.) In the event the Concessionaire provides scenic tours: All bicycle guides are responsible for completing and maintaining the minimum qualifications as outlined:
  - A valid Basic First Aid certification from the American Red Cross or the equivalent
  - Must be at least eighteen (18) years old
  - A valid CPR certification by either the American Red Cross as a Professional Rescuer or American Heart Association as a Healthcare Provider or the equivalent
  - Possess a general knowledge of emergency access and evacuation routes, and summon and assist, when requested, any emergency response personnel
  - Possess a written emergency action plan for each individual site subject to District approval
  - Must possess an ACA (American Cycling Association) or equivalent certification to do so in a safe and effective manner
- 5.) Concessionaire employees shall be required to have a certification through UBI (United Bicycle Institute) to offer Bicycle Equipment Concession repair services.

## **8. PRIMARY SITES**

1. Busse Woods Trail System
2. I & M Centennial Bike Trail
3. Dan Ryan Woods
4. Bunker Hill Woods
5. Schiller Woods
6. Poplar Creek Trail System
7. Chicago Botanic Gardens (North Branch Trail)

## 9. ADDITIONAL SITES

1. Maple Lake
2. Camp Bull Frog
3. Palos/Sag Valley Trail System
4. Tinley Creek Trail System
5. Harms Woods
6. Sauk Trail
7. Green Lake Pool
8. Miller Meadow
9. Thorn Creek Trail System
10. Camp Sullivan
11. Pioneer Woods
12. Salt Creek Trail System
13. Tampier Lake
14. Deer Grove
15. Eggers Grove
16. Caldwell Woods

## 10. EVALUATION OF PROPOSALS

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

Proposals will be evaluated in conjunction with the Recreation Master Plan to determine if the Concessionaires Proposal coincides with the District's Recreation Master Plan. The specific category that the RFP will be evaluated is attached as Exhibit F. Please refer to our Recreation Master Plan (<http://fpdcc.com/recreation-master-plan/>).

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

## 11. SUBMISSION OF PROPOSAL

Proposal should include the following information, concerning the Concessionaire's business and history:

- 1.) A profile of the firm, including:
  - a. A brief history of the business.
  - b. Organizational structure of business.
  - c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).
- 2.) Active business venues (e.g. counties, states, cities, etc.).
- 3.) Present status and projected direction of business.
- 4.) The overall qualifications of the business to provide the services requested.

- 5.) Financial Statements for the last three (3) years.
- 6.) The qualifications of the concessionaire's employees who will work on this contract.
- 7.) The business plan should include the approach to the project and vision of rental concessions; it should include the following:
  - Equipment and inspection plan
  - Training plan
  - Transition plan and timeline
  - Concessionaire Registration/License
- 8.) Concessionaire must provide a sample price schedule for equipment rental and services with the Proposal.
- 9.) Three business references.

PERCENTAGE OF SALES: The Concessionaire shall pay the District a minimum of 15% of its gross receipts. The Concessionaire shall provide the District with an accounting of its gross receipts and make payment of the 15% on the following schedule:

Time Frame	Accounting and Payment Due
May through June	August 15, 2015
July through August	October 15, 2015
September through November	December 31, 2015

TERM: Three (3) years with two (2) optional one (1) year extensions

MINIMUM HOURS OF OPERATION:

**Sunrise to Sunset**

SEASON OF OPERATION: **Nine (9) Months March 1<sup>st</sup> through November 31**

(If the Concessionaire will operate outside of the designated season of operation, please include this information within your Proposal. Concessionaires will not be disqualified for proposing a shorter or alternative season however it is subject to District approval)

## 12. PRELIMINARY CONTRACT TERMS AND SITE PROPOSALS

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

Attendees are encouraged to bring a copy of the RFP 14-40-411 to the Pre-Proposal conference **(Optional)**.

**Date:** Friday, October 17, 2014  
**Time:** 10:00 AM  
**Location:** 536 North Harlem, River Forest, IL 60305  
Cumming Square- General Head-Quarters (GHQ)  
Free Parking  
Phone 708-771-1014

### 13. INSURANCE REQUIREMENTS

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

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

Concessionaire shall require all SubContractors to provide the insurance required in this Contract, or Concessionaire may provide the coverage's for SubContractors. All SubContractors are subject to the same insurance requirements as Concessionaire except paragraph (d) Excess Liability.

The District maintains the rights to modify, delete, alter or change these requirements.

#### Coverage's

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

Each Occurrence	\$ 1,000,000
General Aggregate Per Project	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

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

- All premises and operations
- Contractual Liability
- Products/Completed Operations
- Severability of interest/separation of insured's clause
- Commercial Automobile Liability Insurance

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

(d) Excess Liability Insurance

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

Each Occurrence:	\$3,000,000
General Aggregate Per Project	\$3,000,000

Property Insurance

Concessionaire is required to maintain "All Risk" property insurance against damage or destruction to the Concessionaire's equipment, machinery, improvements and betterments and Concessionaire's personal property. Concessionaire is responsible for any damage or destruction to District property at the full replacement cost.

**Additional Insurance Requirements**

(a) Additional Insured

The required insurance policies, with the exception of the Workers Compensation shall name the District, its officials, employees and agents as additional insureds with respect to operations performed. Concessionaire's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by the District. Any insurance or self-insurance maintained by the District shall be excess of the Concessionaire's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to District as an additional insured even if they exceed the minimum insurance limits specified above.

(b) Qualification of Insurers

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

(c) Insurance Notices

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

Prior to the date on which Concessionaire commences performance of its part of the Contract, Concessionaire shall furnish to the District certificates of insurance maintained by Concessionaire. The



receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

(d) Waiver of Subrogation Endorsements

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

#### **14. EVENTS OF DEFAULT DEFINED**

The following constitute events of default:

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

## **15. EXHIBIT A (OVERVIEW OF DISTRICT BIKE TRAILS)**

There are more than 100 miles of paved trails and over 200 miles of multi-use trails in the District. That's over 300 miles for the cycling enthusiasts of all levels. Bicycle trails offer bicyclists a relaxing ride through gently rolling country. A leisurely ride through the area will take bicyclists through forests, prairies and alongside wetlands. Some of trails can connect bicyclists through to the historic Major Taylor bike trails and others will take bicyclists along the George W. Dunne National Golf Course, Sauk Trail Lake area; Lansing Woods, Brookfield Zoo, Bode Lake, and places where bicyclists can even watch members of the Academy of Model Aeronautics fly their model airplanes. With picnic groves, wells and toilet facilities available along the trail route, bicyclists can plan an outing, be it only an hour long or all day where bicyclists can park and pedal through trails showcasing wildflowers and many other native plants which adorn the trail's edge, making them some of the more beautiful in the county.

**Please visit the website below to locate additional maps for District trails:**

<http://fpdcc.com/preserves-and-trails/trail-descriptions/>

# Arie Crown Trail System



JULY 2004

MILE

KEY			
	Water		Information
	Restrooms		Shelter
	Underpass		Paved Trails (Solid Lines)
	Unpaved Trails (Dashed Lines)		Trail Intersection Marker
	Back Trail & Mile		Mile Marker

NOTE:  
Mileage is approximated to the closest tenth of a mile.  
All colored lines represent trails.

# Burnham Greenway Trail System



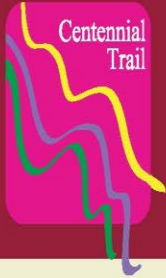
KEY	
<b>LENGTH OF MAJOR TRAILS</b> 1/2 to 1 mile 1/4 to 1/2 mile 1/8 to 1/4 mile 1/4 mile or less	

**NOTE:**  
 Mileage is approximated to the closest tenth of a mile.  
 All colored lines represent trails.



# Busse Woods Trail System





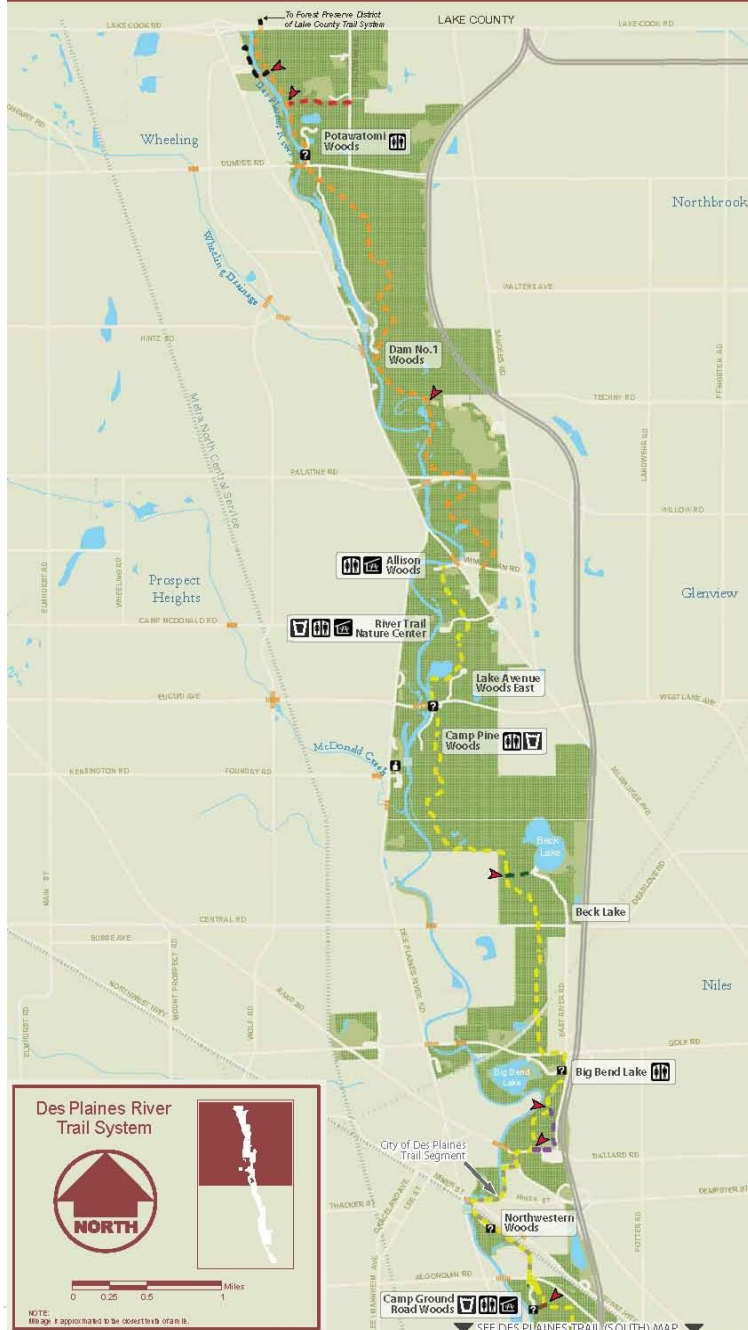
# Centennial Trail System



The Centennial Trail was named in honor of the 100-year anniversary of the formation of the Metropolitan Water Reclamation District of Greater Chicago (MWRD). The MWRD was instrumental in making the Centennial Trail possible by dedicating the necessary land on which it stands.



# Des Plaines River Trail - North Section



## Trail Rules

### All Trails

- Trails open sunrise to sunset
- Motor vehicles prohibited
- RIDE OR WALK ON RIGHT SIDE OF TRAIL
- Give warning before passing other users
- Obey stop signs
- Keep dogs leashed and in control
- Do not litter. Pack out more than you pack in
- Helmets are required for all bicycles riders 14 years and younger
- In case of emergency - Call 911

### Paved Trails

- Stay in your own lane
- WALK bicycles down overpasses where designated

### Unpaved Trails

- Bicyclists and equestrians must stay on designated trails
- No off trail riding
- Bicyclists must yield to hikers and equestrians
- Hikers must yield to equestrians
- Do not use trails when muddy

### TRAIL SYSTEM SIGNAGE

#### A: Intersection Marker

Indicates intersecting trail color (as seen on map), and direction. Directs users nearby water, restrooms, maps, or shelters.

#### B: Road Marker

Indicates the name of the road or grove the trail is crossing or arriving at.

#### C: Trail Marker

Confirms trail color on multi-use trails. Any trail not signed as above should be considered closed to bicycles and equestrians.

**KEY**

Water	Restroom	Shelter	Trail Intersection Marker
-------	----------	---------	---------------------------

**LENGTH OF MAJOR TRAILS**

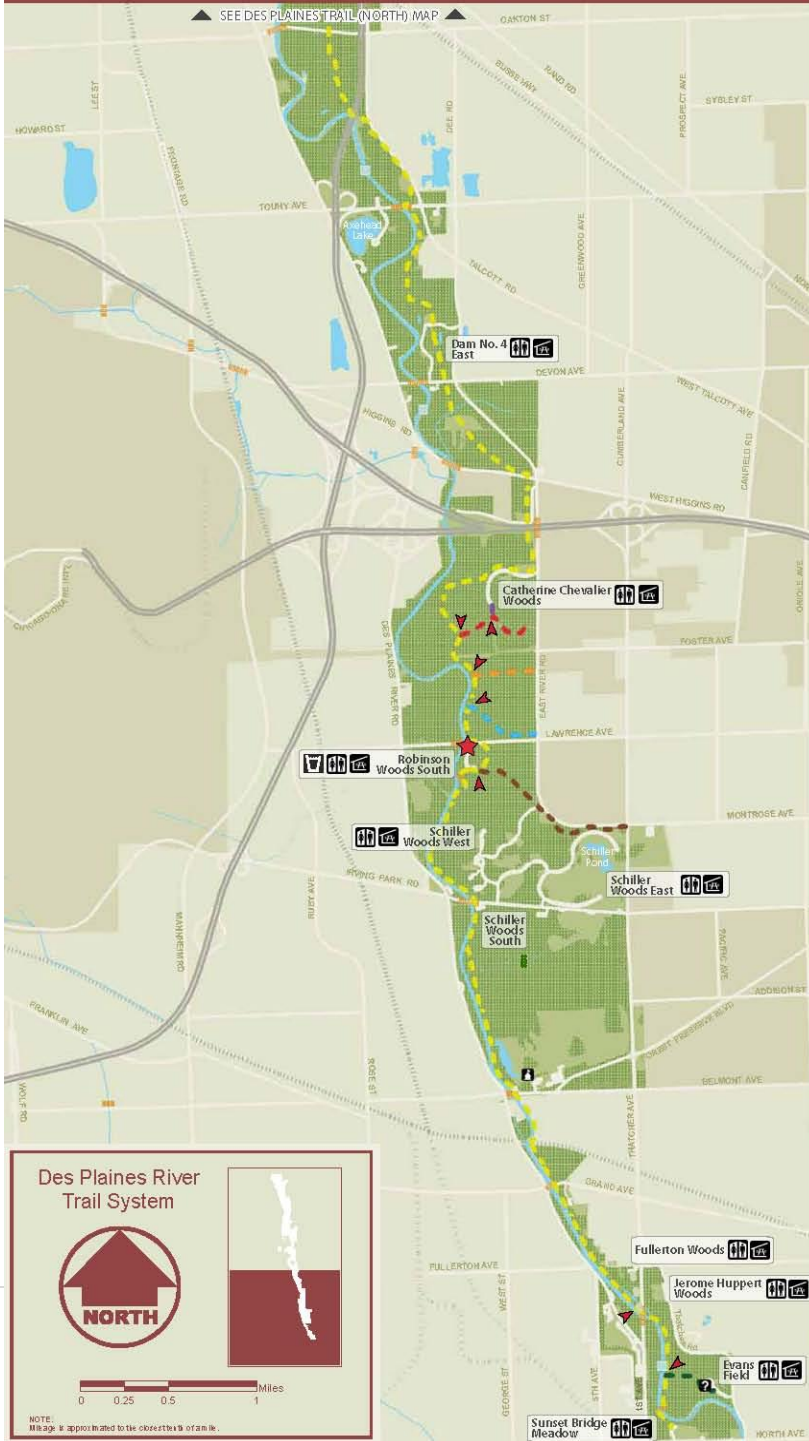
Yellow Dashed Line (Approx. 1.5 Miles)	Paved Trails (Solid Line)
Orange Dashed Line (Approx. 1.0 Miles)	Unpaved Trails (Dashed Line)



To obtain a copy of this map please visit our website at [www.fjdc.com](http://www.fjdc.com)  
April 2011



# Des Plaines River Trail - South Section



**Des Plaines River Trail System**

0 0.25 0.5 1 Miles

NOTE: Map scale is approximate to the objective's or scale.

## Trail Rules

### All Trails

- Trails open sunrise to sunset
- Motor vehicles prohibited
- RIDE OR WALK ON RIGHT SIDE OF TRAIL
- Give warning before passing other users
- Obey stop signs
- Keep dogs leashed and in control
- Do not litter. Pack out more than you pack in
- Helmets are required for all bicycles riders 14 years and younger
- In case of emergency - Call 911

### Paved Trails

- Stay in your own lane
- WALK bicycles down overpasses where designated

### Unpaved Trails

- Bicyclists and equestrians must stay on designated trails
- No off trail riding
- Bicyclists must yield to hikers and equestrians
- Hikers must yield to equestrians
- Do not use trails when muddy

### TRAIL SYSTEM SIGNAGE

- A: Intersection Marker**  
Indicates intersecting trail color (as seen on map), and direction. Directs users nearby water, restrooms, maps, or shelters.
- B: Road Marker**  
Indicates the name of the road or grove the trail is crossing or arriving at.
- C: Trail Marker**  
Confirms trail color on multi-use trails. Any trail not signed as above should be considered closed to bicycles and equestrians.

**KEY**

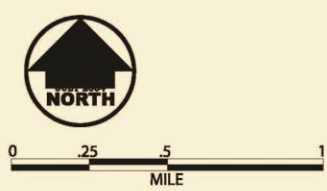
**LENGTH OF MAJOR TRAILS**

- Yellow dashed line: Multi-Use Trail (Walk/Bike/Equestrian) Trail Length (Variable)
- Red solid line: Paved Trail (Solid Line)
- Green dashed line: Unpaved Trail (Dashed Line)



To print out a copy of this map please visit our website at [www.fpdcc.com](http://www.fpdcc.com)  
April 2011

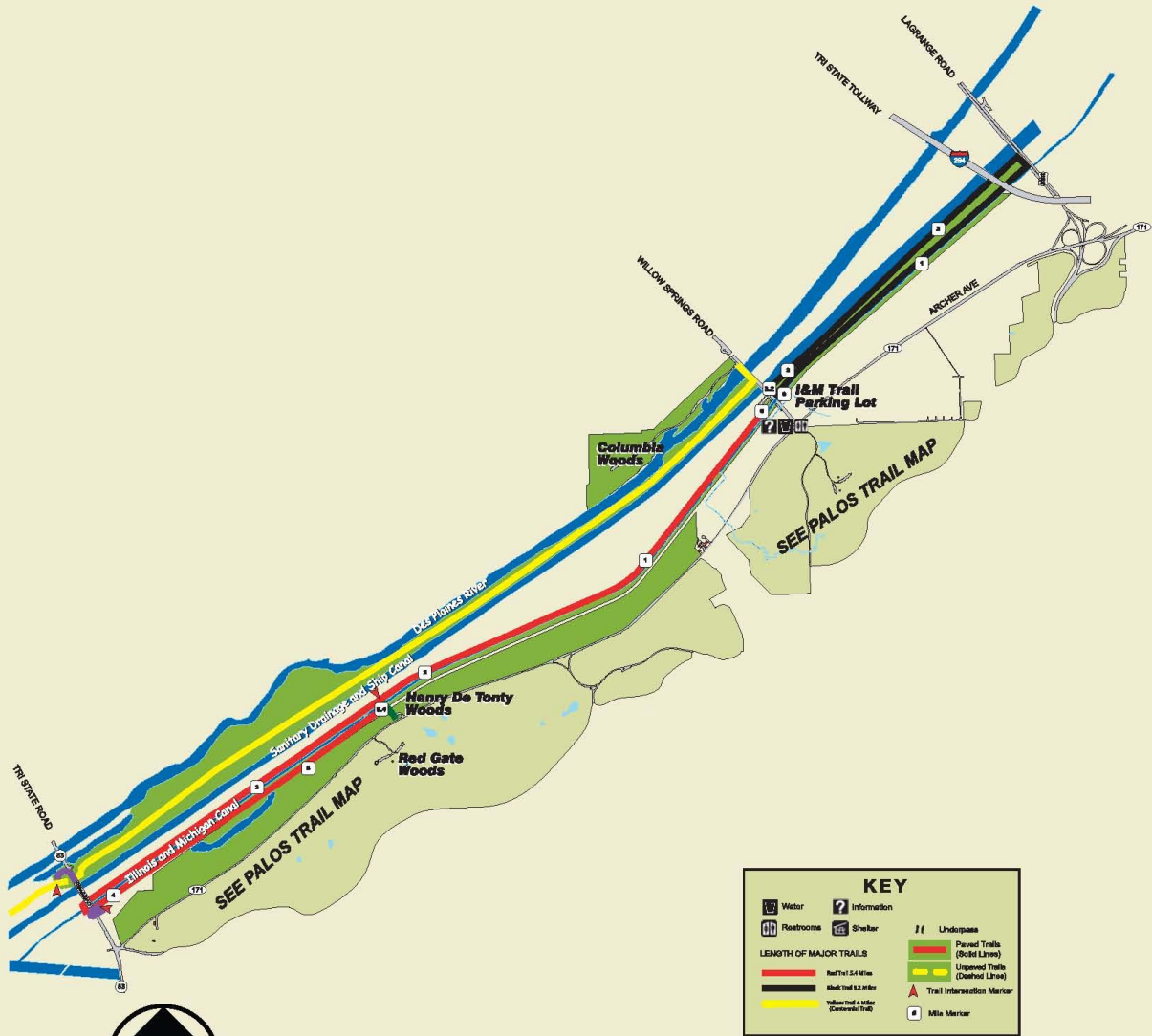
# Deer Grove Trail System



KEY			
	Water		Information
	Restrooms		Shelter
	Underpass		Trail Information Marker
<b>LENGTH OF MAJOR TRAILS</b>			
	Red Trail Loop 2.2 Miles		Paved Trails (Solid Lines)
	Black Trail 1.2 Miles		Unpaved Trails (Dashed Lines)
	Yellow Trail Loop 3.4 Miles		
	Orange Trail 2.6 Miles		
	Brown Trail Loop 2.8 Miles		Mile Marker

NOTE:  
Mileage is approximated to the closest tenth of a mile.  
All colored lines represent trails.

# John Husar I&M Canal Bicycle Trail System



KEY			
	Water		Information
	Restrooms		Shelter
LENGTH OF MAJOR TRAILS			Paved Trails (Bold Lines)
	Red Trail 2.4 Miles		Unpaved Trails (Dashed Lines)
	Black Trail 0.2 Miles		Trail Intersection Marker
	Yellow Trail 4 Miles (Caterpillar Trail)		Mile Marker
	Underpass		

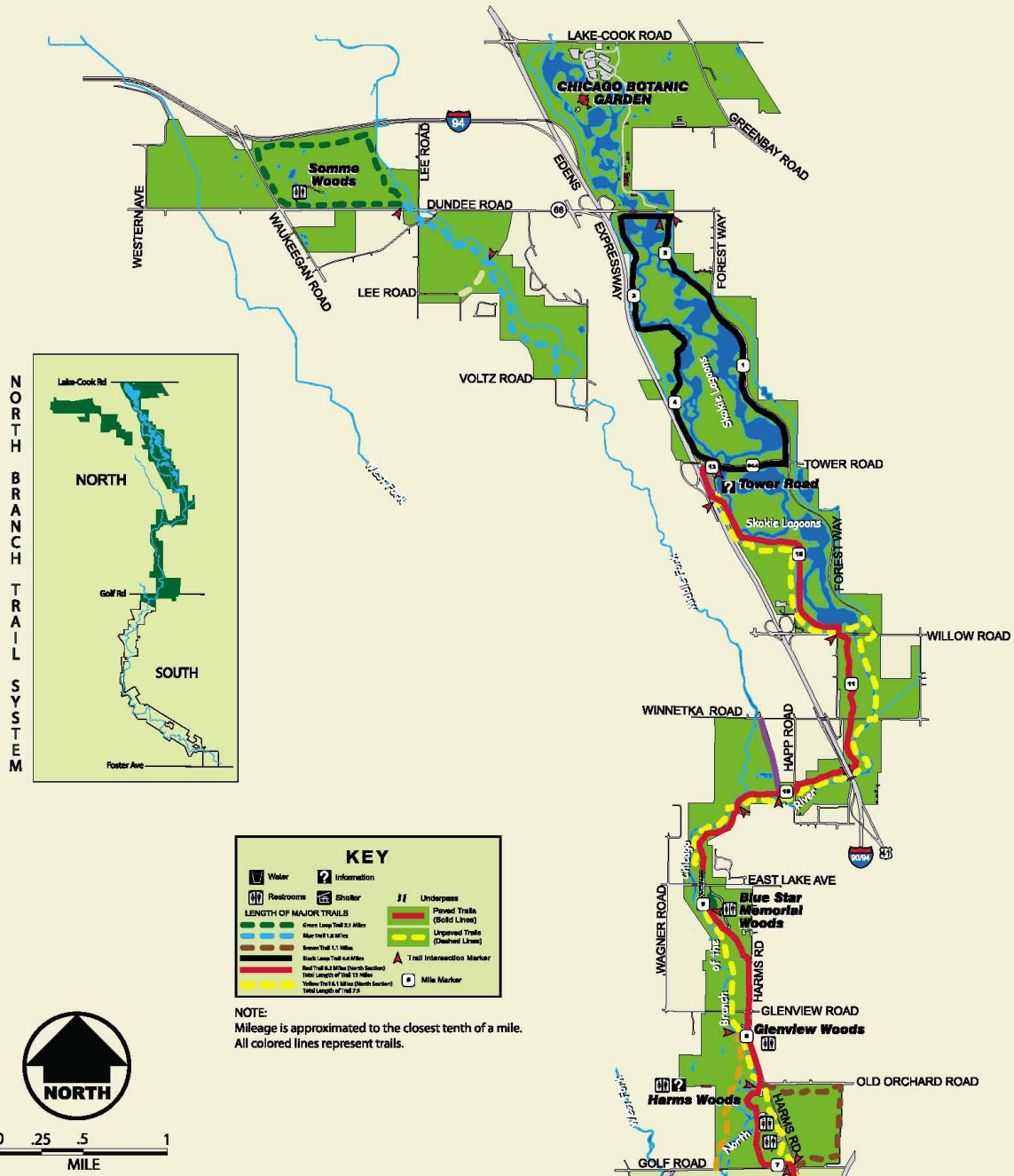
NOTE:  
Mileage is approximated to the closest tenth of a mile.  
All colored lines represent trails.



0 .25 .5 1 MILE

May 2010

# North Branch Trail System (North)



SEE NORTH BRANCH TRAIL (SOUTH) MAP

# North Branch Trail System (South)



SEE NORTH BRANCH TRAIL (NORTH SECTION) MAP



KEY					
	Water		Information		Underpass
	Restrooms		Shelter		Paved Trails (Solid Lines)
	Unpaved Trails (Dashed Lines)		Trail Intersection Marker		Mile Marker

LENGTH OF MAJOR TRAILS

- Red line: Major trail (1.5 miles South section) and length of trail (1.5 miles)
- Yellow line: Major trail (1.5 miles South section) and length of trail (1.5 miles)



JULY 2004

NOTE:  
Mileage is approximated to the closest tenth of a mile.  
All colored lines represent trails.

# Palos Trail System

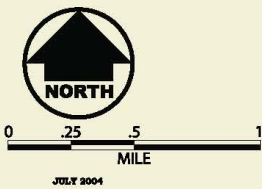


KEY			
	Water		Information
	Restrooms		Shelter
	Underpass		Paved Trails (Solid Lines)
<b>LENGTH OF MAJOR TRAILS</b>			Unpaved Trails (Dashed Lines)
	Orange Trail Loop 4.8 Miles		Yellow Trail 5.2 Miles
	Yellow Trail 5.2 Miles		Green Trail 5.8 Miles
	Blue Trail 6.2 Miles		Red Trail 6.2 Miles
	Red Trail 6.2 Miles		Purple Trail 1.8 Miles
	Purple Trail 1.8 Miles		Brown Trail 2.0 Miles
	Brown Trail 2.0 Miles		Blue Trail 2.0 Miles
	Blue Trail 2.0 Miles		Green Trail 2.0 Miles
	Green Trail 2.0 Miles		Trail Intersection Marker
	Mile Marker		

**NOTE:**  
Mileage is approximated to the closest tenth of a mile.  
All colored lines represent trails.



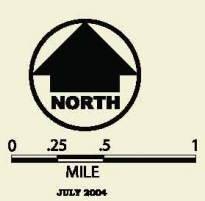
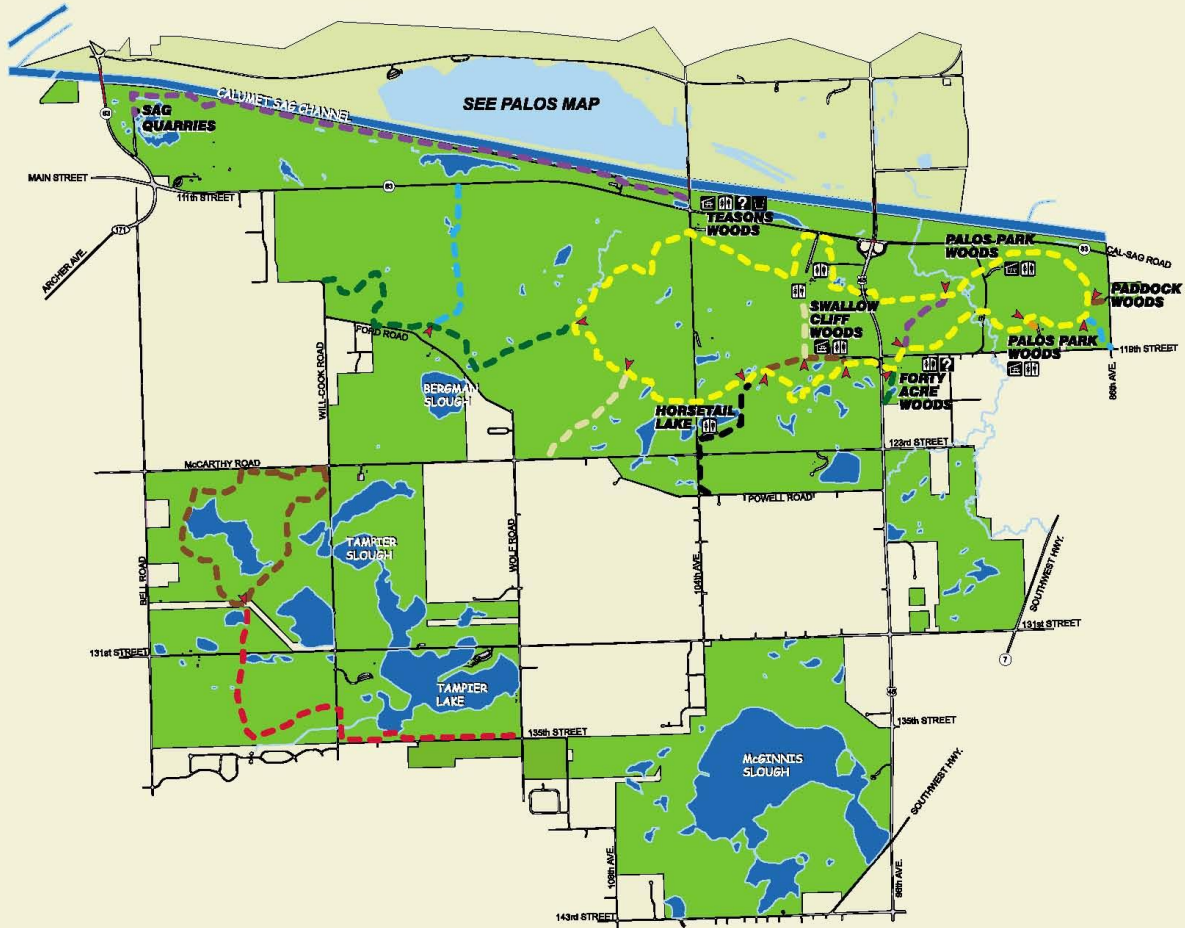
# Poplar Creek Trail System



KEY					
	Water		Information		Linkerway
	Restrooms		Shelter		Planned Trails (Solid Lines)
	Unplanned Trails (Dashed Lines)		Closed Trails (Dotted Lines)		Trail Intersection Marker
	Mile Marker				

NOTE:  
Mileage is approximated to the closest tenth of a mile.  
All colored lines represent trails.

# Sag Valley Trail System

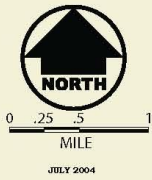
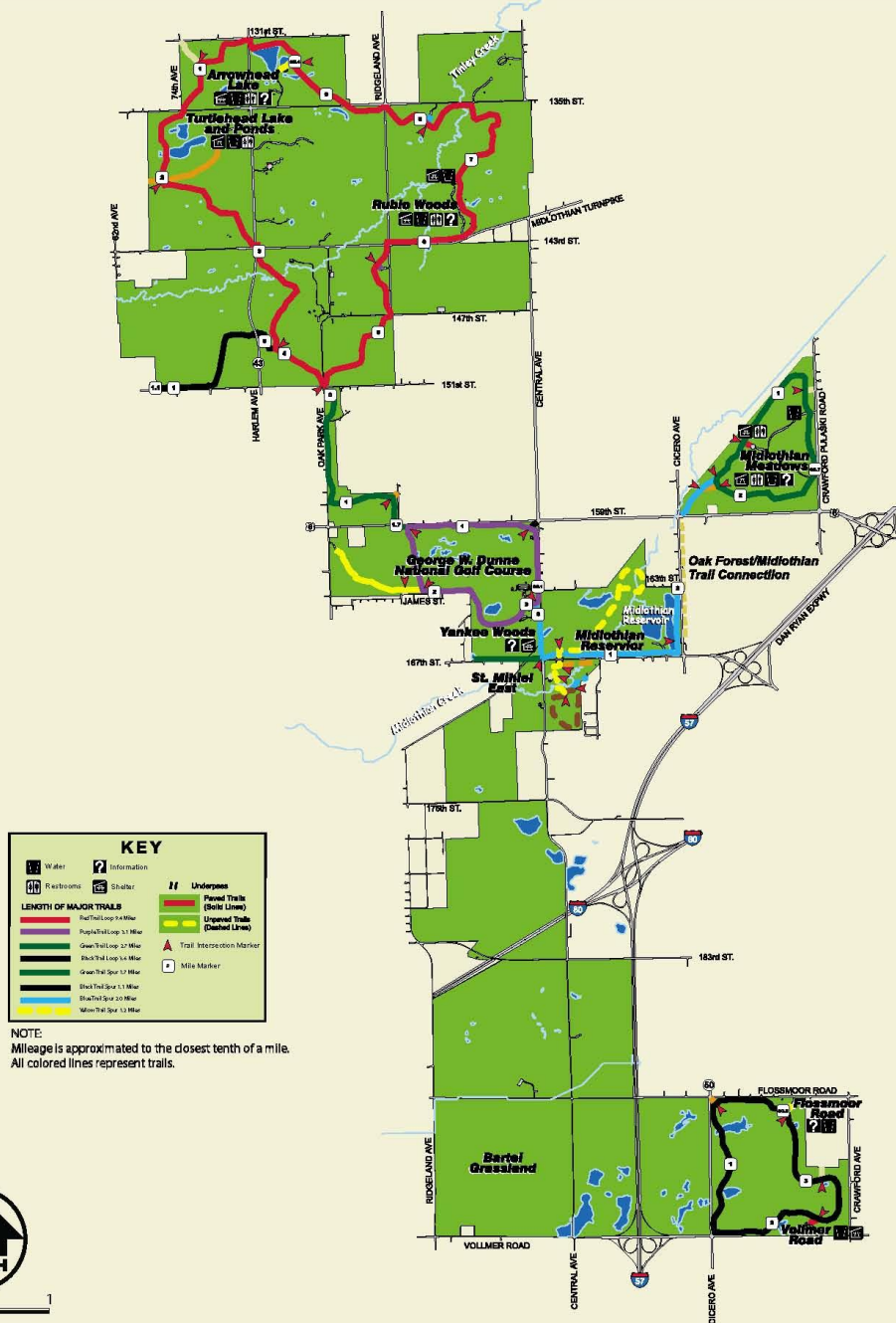


KEY	
	Water
	Paved Trails (Solid Lines)
	Unpaved Trails (Dashed Lines)
	Cleared Trails (Dotted Lines)
	Trail Intersection Marker
	Mile Marker
	Information
	Restrooms
	Shelter
	Underpass

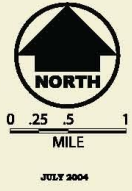
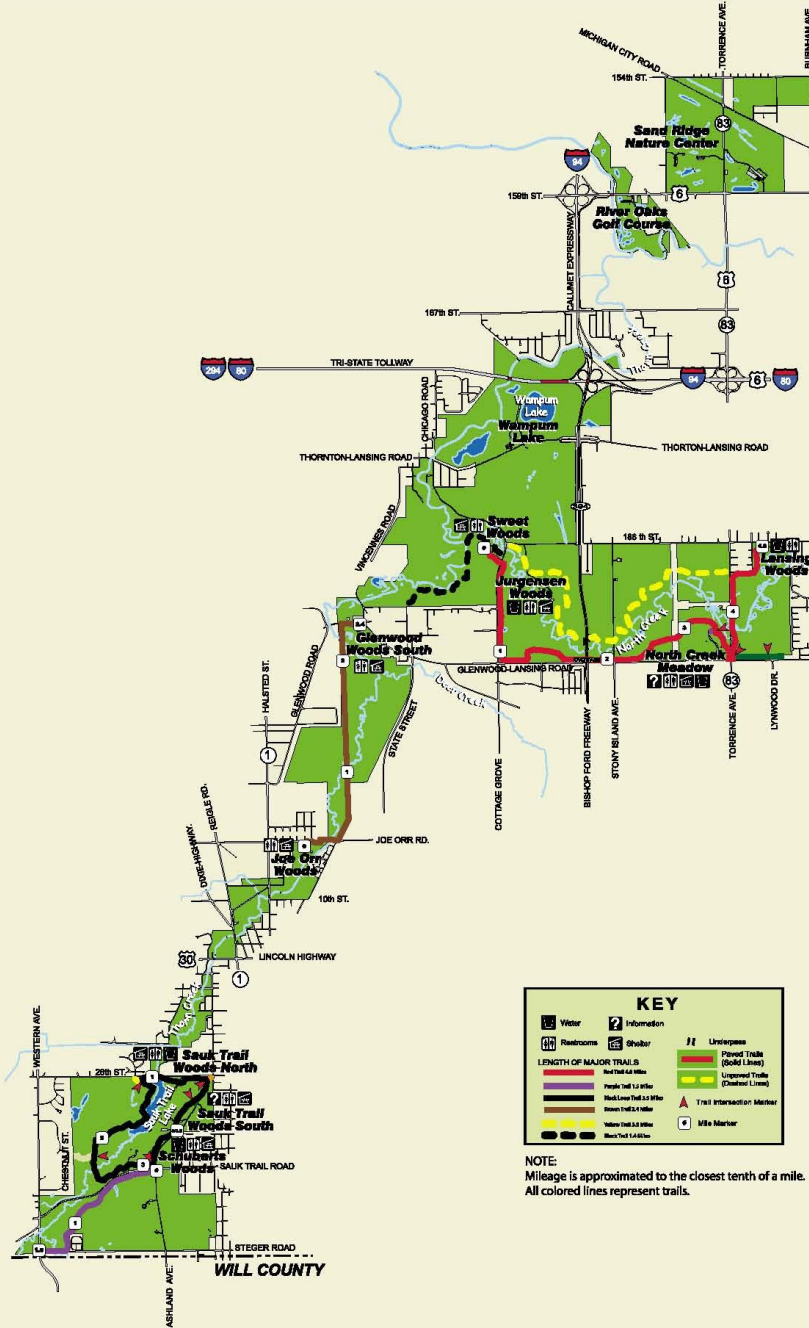
NOTE:  
Mileage is approximated to the closest tenth of a mile.  
All colored lines represent trails.



# Tinley Creek Trail System



# Thorn Creek Trail System



## 2013 PICNIC GROVE ATTENDANCE BY PERMIT

SITE #	SITE	ATTENDANCE	PERMITS
1	91st & Prospect	2,982	29
2	Beaubien Woods	2,408	26
3	Calumet Woods	3,831	36
4	Dan Ryan Woods	149,336	967
5	Dixmoor Playfield	2,562	28
6	Eggers Grove	1,334	82
7	Whistler Woods	5,340	53
8	Calumet Division (TOTAL SITE # 1-7)	167,793	1,221
9	Allison Woods	2,714	43
10	Big Bend Lake	3,946	46
11	Camp Ground Road Woods	2,356	31
12	Camp Pine Woods	553	7
13	Dam #1 Woods	8,750	63
14	Dam #2 Woods	3,602	32
15	Iroquois Woods	1,005	14
16	Lake Avenue Woods	7,560	79
17	Lions Woods	4,647	37
18	Potawatomi Woods	2,190	27

19	Des Plaines Division (TOTAL SITE # 9-18)	37,323	379
20	Catherine Chevalier Woods	16,321	152
21	Che Che Pin Qua Woods	1,846	23
22	Chippewa Woods	2,327	38
23	Dam #4 Woods East	16,283	65
24	Evans Field	6,454	45
25	Fullerton Woods	3,491	45
26	Jerome Huppert Woods	8,582	52
27	Maywood Grove	4,833	46
28	Robinson Woods South	6,825	86
29	Schiller Woods	69,527	482
30	Sunset Bridge Meadow	7,704	55
31	Thatcher Woods	11,055	85
32	Indian Boundary Division (TOTAL SITE # 20-31)	155,248	1,174
33	Bunker Hill	65,187	475
34	Caldwell Woods	8,078	96
35	Edgebrook Woods	3,858	46
36	Forest Glen Woods	5,550	43
37	Irene Hernandez	3,234	53
38	LaBagh Woods	29,364	262
39	Linne Woods	9,912	86

40	Miami Woods	4,075	45
41	St. Paul Woods	14,583	65
42	Thaddeus S. Lechowicz Woods	4,083	39
43	Wayside Woods	2,735	36
44	North Branch Division (TOTAL SITE # 33-43)	150,659	1,246
45	Busse Forest South	169,980	1,052
46	Deer Grove	11,181	128
47	Deer Grove East	21,670	169
48	Northwest Division (TOTAL SITE # 45-47)	202,831	1,349
49	Buffalo Woods	13,643	105
50	Bullfrog Lake	6,677	45
51	Columbia Woods	4,490	25
52	Country Lane Woods	4,848	57
53	Crooked Creek Woods	9,543	97
54	Hickory Hills Woods	135	3
55	Hidden Pond Woods	1,343	14
56	Maple Lake	5,579	16
57	Pioneer Woods	9,486	59
58	Pulaski Woods	5,496	48
59	Red Gate Woods	6,629	34
60	Spears Woods	419	4

61	White Oak Woods	189	2
62	Willow Springs Woods	6,277	67
63	Wolf Road Woods	8,108	43
64	Palos Division (TOTAL SITE # 49-63)	82,862	619
65	Barrington Road Pond	3,698	37
66	Carl R. Hansen Woods	9,443	80
67	Popular Creek Division (TOTAL SITE # 65-66)	13,141	117
68	Cherry Hill Woods	2,833	33
69	Forty Acre Woods	628	5
70	McCloughrey Springs Woods	25	1
71	Palos Park Woods	6,165	54
72	Swallow Cliff Woods	4,992	63
73	Tampier Greenway	1,232	17
74	Tampier Lake	4,238	47
75	Teason's Woods	3,286	35
76	Sag Valley Division (TOTAL SITE # 68-75)	23,399	255
77	Andrew Toman Grove	5,484	42
78	Arie Crown Forest	7,773	99
79	Bemis Woods	34,447	288
80	Brezina Woods	12,195	105
81	Brookfield Woods	4,198	43

82	Cermak Woods	5,780	67
83	LaGrange Park Woods	1,243	18
84	McCormick Woods	4,219	42
85	Miller Meadow	12,250	38
86	National Grove	15,220	105
87	Ottawa Trail Woods	9,116	102
88	Possum Hollow Woods	4,420	47
89	Schuth's Grove	7,986	76
90	Sundown Meadow	12,160	86
91	Theodore Stone Forest	4,288	39
92	Twenty-Sixth Street Woods	4,090	54
93	Westchester Woods	1,737	18
94	White Eagle Woods	10,723	98
95	Zoo Woods	1,428	19
96	Salt Creek Division (TOTAL SITE # 77-95)	158,757	1,386
97	Blue Star Memorial Woods	8,847	83
98	Erickson Woods	3,008	34
99	Forest Way Grove	3,097	32
100	Harms Woods	35,632	321
101	Somme Woods	1,659	11
102	Tumbull Woods	1,653	20

103	Skokie Division (TOTAL SITE # 97-102)	53,896	501
104	Glenwood Woods	3,062	33
105	Green Lake Woods	8,562	16
106	Joe Orr Woods	2,620	17
107	Jurgensen Woods	2,335	18
108	Kings Grove	1,039	6
109	Lansing Woods	1,231	15
110	North Creek Meadow	8,157	66
111	Plum Creek Play Meadow	1,566	15
112	Sauk Trail Woods	1,310	13
113	Schubert's Woods	958	7
114	Sweet Woods	1,886	14
115	Wampum Lake	7,113	63
116	Thorn Creek Division (TOTAL SITE # 104-115)	39,839	283
117	Arrowhead Lake	6,194	43
118	Bremen Grove	3,749	26
119	Burr Oak Woods	6,854	69
120	Carlson Springs Woods	1,957	15
121	Elizabeth A. Conkey	12,091	102
122	Midlothian Meadow	25,063	168
123	Rubio Woods	5,684	50



124	Tinley Creek Woods	2,075	18
125	Turtlehead Lake	7,905	52
126	Vollmer Road Grove	2,741	26
127	Yankee Woods	5,056	44
128	Tinley Creek Division (TOTAL SITE # 117-127)	79,369	613



## 17. EXHIBIT C (EXPERIENCE)

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

The District's goal is to provide a high level of public service. The Plan of Operations should demonstrate how the Concessionaire proposes to meet that goal. The Concessionaire should have at least three to five years of experience in bicycle rental operations.

1. Identify the individual who will serve as the Concession Manager, preferably an owner-operator who is available at the site to discuss the operation of the Concession. This individual must have the responsibility and the authority to make or take any action necessary to ensure a smooth and safe operation of the Concession and to see that the goals of the District are attained and the services of the general public are met.
  - a. Manager:
  - b. Name:
  - c. Position with Concessionaire Company:
  - d. Years with Concessionaire Company:
  - e. Experience:
  - f. Any licenses:
  
2. Other Staff:
  - a. Name:
  - b. Position with Concessionaire Company:
  - c. Years with Concessionaire Company:
  - d. Experience:
  - e. Any licenses:
  
3. Describe fully the items or services proposed to be provided, setting forth proposed prices for services and goods:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Attach samples of sales/rentals statements to be provided to the District. These statements must set forth projections for at least the first year of operations.
  
5. Describe proposed hours of operation, if different from minimum hours set forth in Contract.
  
6. Describe return policies and rain check policies, if applicable.
  
7. Describe systems for inventory and stocking, as applicable.
  
8. Add any other relevant aspects of plan of operations

**18. EXHIBIT D (EVALUATION CRITERIA)**

No.	Factor	Comments
1	The Concessionaire's Proposal complies with the requirements as included in the detailed specifications of this document.	
2	Quality of the proposed Proposal, including implementation schedule, support in the post implementation phase and understanding of the District's needs goals and objectives.	
3	Qualifications and specialized experience for the Concessionaire to successfully perform the services for the District, as evidenced by the successful implementation of similar projects.	
4	Qualifications and experience of the Concessionaire's key personnel as evidenced by relevant experience.	
5	The Concessionaire has the ability to provide Bicycle Concession Equipment.	
6	The proposed revenue is fair and reasonable.	
7	The Concessionaire provided qualifications and certifications of staff.	

## KEY RFP INFORMATION

**Deadline for Submittals.** Proposals are due November 7, 2014 at 10:00 A.M. Central Time. No Proposals will be accepted after the deadline.

**Pre-Submittal Meetings.** An optional pre-submittal meeting will be required as identified under section 12.

**Deadline for Questions & Answers. QUESTIONS MUST BE SUBMITTED BY 5:00 P.M. CENTRAL TIME on: October 24, 2014 by email** to the Purchasing Agent. Questions submitted after this date will not be answered. Any correction, revision, answer or clarification of the RFP documents will be made only by a written addendum (if something in the RFP is changed) or a Clarifications/Answers document (if nothing in the RFP is changed). **Any Addenda will be duly posted on the District's website ([www.fpdcc.com](http://www.fpdcc.com)) by the Purchasing Agent.** Respondents MUST ACKNOWLEDGE RECEIPT OF EACH ADDENDUM.

**Submit Proposals and Questions solely to:**

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

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

**Notice of Decision:** Firms will be notified in writing of selection or rejection of the proposal on or around November 15, 2014. The Professional Services Agreement will be executed and delivered to the selected firm shortly after notification and approval by the District's Board of Commissioners, if required.

**[PLEASE RSVP BY EMAIL TO: DAVID.PANITCH@COOKCOUNTYIL.GOV](mailto:DAVID.PANITCH@COOKCOUNTYIL.GOV)**

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

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

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

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

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

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

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

## REQUIRED INFORMATION AND FORMS

Proposals must include the following required information:

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

# PROPOSAL

PREPARED FOR

Forest Preserve District of Cook County

Professional Services Contract

For

Bicycle Rental and Trails Related Concession  
Services at Various Sites

RFP NO. #14-40-411



FIRM NAME:

---

RECEIVED

THIS AREA FOR DISTRICT USE ONLY



**A. ADDENDUM RECEIPT**

(if applicable)

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

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

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

***B. Pre-Submittal Meeting and Field Inspection Certification***

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

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

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

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

## **C. PROFESSIONAL SERVICES AGREEMENT**

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

### **I - AGREEMENT**

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

### **II - APPOINTMENT**

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

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

The Concessionaire acknowledges that the purpose of this Agreement is to provide a Recreational Trail Facility Concessionaire as fully described in the scope of services. Concessionaire shall commence the project upon receipt of a Notice to Proceed. Upon receipt, the Concessionaire shall furnish all labor, services, supplies, materials and equipment required to complete the work using the Concessionaires best efforts, skill, judgment, and abilities in accordance with this Agreement.

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

### **IV – TERM**

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

The Concessionaire acknowledges and agrees that no work should begin under this Agreement until all required signatures on this agreement have been obtained and the Concessionaire has received written approval and authorization to proceed from the District's Director of Planning and Development. Any work performed by the Concessionaire prior to such time shall be considered as having been performed at Concessionaire's own risk and as a volunteer.

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

The District shall cooperate and furnish to Concessionaire, upon request, information in the District's possession that the District believes is necessary for Concessionaire to perform its services hereunder.

The District shall compensate the Concessionaire in accordance with Article VI. In addition, the District shall, upon notice, provide Concessionaire access to District sites.

#### **VI - COMPENSATION**

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

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

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

Invoices shall be presented by Concessionaire monthly, together with supporting documentation in the form and delivery method specified by the Department of Permits, Concessions, and Volunteer Resources. The District shall notify Concessionaire promptly if an invoice is not in order.

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

## **VII - NOTICES**

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

If to Concessionaire:

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

If to District:

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

With a copy to:

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

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

## **VIII – DISPUTES AND DEFAULT**

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

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

If the District shall terminate this Agreement under the preceding paragraph, or if this Agreement is terminated under Article IX or otherwise, Concessionaire shall deliver to the District within ten (10) calendar days all finished or unfinished work product, documents, data, studies and reports prepared by

Concessionaire for delivery to the District under this Agreement. If Concessionaire fails to make such delivery upon demand, then and in that event, Concessionaire shall pay the District any damages the District may sustain by reason thereof.

### **IX - TERMINATION**

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

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

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

### **XI - INSURANCE**

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

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

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

#### **Certificates of Insurance**

Concessionaire shall furnish to the Purchasing Agent, Forest Preserve District of Cook County, 69 W. Washington, Room 2060, Chicago, IL 60602, original certificates of insurance evidencing the required coverage, in force on the effective date of an approved Professional Services Agreement issued pursuant to this Agreement, and renewal certificates of insurance or some such similar evidence if the coverage's have an expiration or renewal date occurring during the term of the contract.

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

### **Additional Insured**

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

### **Types and Limits**

Concessionaire shall purchase and maintain the insurance requirements defined within the RFP.

## **XII - NONDISCRIMINATION**

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

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

## **XIV – MBE/WBE PROGRAM**

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

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

## **LIVING WAGE**

The Forest Preserve District Living Wage ordinance mandates that a minimum base wage be paid to individuals employed under contracts between the District and any person or entity awarded a contract by the District or the subcontractor or any such person or entity. As of January 1, 2013, the living wage for Cook County was no less than \$11.32 per hour if employee health benefits are provided or \$14.15 per hour without health benefits. The living wage rate for Cook County is adjusted annually using the most recent federal poverty guidelines for a family of four published by the U.S. Department of Health and Human Services, per Section 1-8-2.T of the Code. Prospective bidders are encouraged to submit an inquiry to confirm the current living wage prior to submitting a bid.

## **XV - PERSONNEL**

The quality, experience and availability of personnel employed by Concessionaire are of the essence. Key personnel to be used in connection with this Agreement are listed in Exhibit B attached hereto. Concessionaire represents that the key personnel identified shall be fully qualified to perform the tasks to be assigned. Concessionaire shall not make any change or reassignment of Key Personnel without prior notice to the District of such change or reassignment, specifying the credentials of each such change or replacement. The District may at any time and for any cause request that Concessionaire remove any of Concessionaire's assigned personnel and Concessionaire shall immediately furnish to the District other acceptable personnel. Concessionaire shall be fully responsible for all services performed pursuant to this Agreement by Concessionaire's employees, Sub-proposers or others who may be retained by Concessionaire with the approval of the District.

## **XVI - INDEPENDENT CONTRACTORS**

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

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

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

## **XVIII - COMPLIANCE WITH LAWS**

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

## **XIX - GOVERNING LAW**

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



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

No right or interest in this Agreement shall be assigned by Concessionaire to any third party, or subcontracted, (except as set forth in the Proposal) without the advance written consent of the District, which may be withheld in the District's sole discretion. District reserves the right to impose reasonable conditions precedent to giving any such consent, including but not limited to insurance and surety bond coverage. Notwithstanding District consent to assign or subcontract, Concessionaire shall not be relieved of its obligations under this Agreement. Concessionaire shall not transfer or assign any claim for funds due or to become due, without the advance written approval of the District, which approval shall not be unreasonably withheld.

## **XXI - OWNERSHIP OF DOCUMENTS**

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

## **XXII - WAIVER**

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

## **XXIII - ORDER OF PRECEDENCE**

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

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

## **XXIV - REPRESENTATIONS AND WARRANTIES**

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

### **XXV - CONFLICT OF INTEREST**

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

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

**XXVI - SEVERABILITY**

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

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

The Forest Preserve District  
Of Cook County, Illinois

Contractor:

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

\_\_\_\_\_  
**Concessionaire**

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

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

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

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

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

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

[PROPOSERS TO INSERT KEY PERSONNEL LIST HERE]

**Sub-proposer Form**

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

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

## 2) EXHIBIT C - REQUIRED CERTIFICATIONS

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

\*=must be notarized

## CERTIFICATE OF QUALIFICATION

**Completion of this form is required**

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

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

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

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

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

\_\_\_ Concessionaire 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.

\_\_\_ Concessionaire 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.

\_\_\_ Concessionaire does not have an owner who controls, directly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

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

State of Illinois

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

Subscribed and sworn to

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

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

(Signature & Seal)



## **TAX AND FEE DELINQUENCY**

**Completion of this form is required**

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

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

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

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

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

### **3. FALSE STATEMENTS**

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

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

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

### **5. APPLICABILITY**

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

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

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

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

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

truth, do hereby affirm that the following is true and correct to the best of my knowledge Concessionaire 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 Concessionaire is an owner of real property in Cook County, please list the Permanent Index Numbers (PIN) for any real estate owned by Concessionaire:

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

Signature of Authorized Representative:

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

State of Illinois

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

Subscribed and sworn to

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

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

\_\_\_\_\_

Notary Public Signature & Seal

**DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

**Completion of This Form is Required**

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by:

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

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

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

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

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

**Identifying information:**

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

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

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

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

**Form of Legal Entity:**

Sole Proprietor     Partnership  Corporation     Trustee of Land Trust

Business Trust     Estate     Association     Joint Venture

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

**Ownership interest Declaration:**

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

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

---

Signature      Date

---

E-mail address      Phone Number

Subscribed to and sworn before me

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

X\_\_\_\_\_

Notary Public Signature & Seal

**Disclosure of Lobbyist Contacts**

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

Name

Address

_____
_____
_____

Not Applicable

Signature of Authorized Representative:

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

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

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

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

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