



**Request for Proposals  
February 5, 2021**

**2021 Facilities Concession License Proposal**

**Submission Deadline: March 3<sup>rd</sup>, 2021 @1:00pm**

**Kari Acevedo  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035**

February 5, 2021

Dear Vendor:

The Park District of Highland Park is seeking proposals to provide a quality food concession service in conjunction with the existing operation at Hidden Creek AquaPark.

Enclosed is a Request for Proposals packet that introduces the project, specifies required qualifications and describes the scopes of services. Submittal instructions and a set of proposal forms are also included.

Proposals must be submitted in sealed envelopes and marked as follows:

“Park District of Highland Park Facilities  
Concession License Proposal”

Proposals should be delivered to the following address:

Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035  
ATTN: Kari Acevedo

Proposals will be received no later than 12:00 p.m., Wednesday, March 3<sup>rd</sup> 2021

Questions regarding this project or the enclosed documents can be directed to Kari Acevedo, Aquatics Manager, at 847.579.4051

Sincerely,

Kari Acevedo  
Aquatics Manager

Enclosures

**Park District of Highland Park  
Request for Proposals  
Park District of Highland Park Facilities  
Concession License**

This Request for Proposals (RFP) is for the purpose of selecting a Licensee to provide a quality food concession service in conjunction with the existing operation at Hidden Creek AquaPark.

**General Requirements:** Proposers are to submit two copies of their written proposals per this request. Mark one (1) copy as your original and sign where appropriate. Proposals will be **opened and evaluated on or shortly after the due date.**

**Submission Location:** Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035  
Attn: Kari Acevedo

**Submission Date:** Wednesday, March 3<sup>rd</sup> 2021, 1:00 p.m. C.D.S.T.  
Proposals received after the time specified will not be considered.

**Contact:** Kari Acevedo, Aquatics Manager  
847.579.4051

**Contents:** The following sections, including this cover sheet, shall be considered integral parts of this RFP:

- Cover Sheet (1 Page)
- General Information (4 Pages)
- Terms and Conditions (4 Pages)
- Specifications/Scope of Services (1 Page)
- Price Sheet (1 Page)
- General Information (1 Page)
- References (1 Page)
- Licensee Qualifications (2 Pages)
- Licensee Profile (2 Pages)
- Exhibit #1
- Exhibit #2
- Exhibit #3
- Exhibit #4
- Exhibit #5

# **General Information**

## **Introduction**

Hidden Creek AquaPark is a 350,000 gallon pool on the North Shore. There are 4 water slides, a diving well and lap lanes. The park has several special events and is also available for parties. It is open 7 days a week Memorial Day Weekend through Labor Day.

## **Intention**

The District is soliciting proposals from qualified food service providers interested in operating the concession service at Hidden Creek AquaPark.

## **Service to be Provided**

The Hidden Creek AquaPark concession stand is an integral part of their facility's operation. The intended licensee shall be a food service provider. The District envisions a high quality food service, operation providing a wide range of menu items to the patrons of the above facilities on a daily basis throughout the season.

## **Examination of the Sites**

Each vendor is encouraged to visit the site to fully acquaint themselves with the available space, equipment and facilities. Neither additional compensation nor relief from any obligations of the Agreement will be granted because of a lack of knowledge of the conditions under which the work will be accomplished.

## **Interpretation or Correction of Request for Proposals**

Proposers shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the Request for Proposals. Interpretation, correction and changes to the Request for Proposals will be made by written addendum and sent to all proposers to whom specifications have been issued. Interpretation, corrections or changes made in any other manner will not be binding.

## **Discussion of Proposals**

Park District of Highland Park may conduct discussions with any proposer who submits a proposal. During the course of such discussions, the District shall not disclose any information derived from one proposal to any other proposer.

## **Negotiations**

Park District of Highland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

After a review of the proposals, and possible oral presentations, the District intends to enter into license agreement negotiations with the selected vendor. These negotiations could include all aspects of services and fees. If a license agreement is not finalized in a reasonable amount of time, Park District of Highland Park will open negotiations with the next ranked firm.

## **Reserved Rights**

Park District of Highland Park reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals,

or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the proposer, the District has ninety (90) days from the published submission date to enter into an agreement with a proposer. The District may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection.

## **Incurred Costs**

Park District of Highland Park will not be liable, under any circumstance, for any costs incurred by respondents in replying to this RFP.

## **Award**

It is the intent of the District to negotiate a license agreement with the highest-ranked proposer based on the submittal and interview. The District reserves the right to determine the highest responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. Award will be based on the following factors (where applicable) as well as the Evaluation Criteria listed in the Terms and Conditions section of this document: (a) adherence to all conditions and requirements of the RFP specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities. A proposer to whom an offer is made shall be required to enter into a Concessions Operating Agreement ("Agreement") with the District in that form attached hereto as Exhibit #5. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final license agreement. The District reserves the right to negotiate the terms and conditions of the license agreement with the selected proposer. The District reserves the right to interview proposers during the evaluation process. Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times. The District will not be responsible for any cost of the proposer's presentation.

## **Taxes**

Park District of Highland Park is not subject to Federal Excise Tax and is exempt from state and local taxes.

## **Equal Employment Opportunity**

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

## **Environmental Policy**

The community and the Park District of Highland Park are increasingly aware of the environmental issues which affect the quality of life within the District. It is the intent of the District to assume a leadership role in the development and use of sound environmental policies, practices and educational opportunities.

The District will attach this Environmental Policy to all proposal documents for all vendors, contractors and commercial users engaged in business with the District and will be required to comply with this policy. (See Exhibit #1)

## **Corporate Partnership Program**

The District's Corporate Partnership Program seeks opportunities for the District to generate revenue from partnerships with the corporate community. The District defines a marketing partnership as a mutually beneficial business arrangement between the

District and another party, wherein the other party provides cash and/or in-kind services and/or a discount for goods and services to District in return for access to the commercial marketing potential associated with the Park District of Highland Park. Companies responding to this RFP are encouraged to consider the benefits of entering into a marketing partnership with the District. Examples of such marketing benefits may be, but are not limited to:

- Recognition in Park District of Highland Park's publications
- Mailings and/or other communications about your company's services to other park districts
- Use of the Park District of Highland Park's name and logo in participant's promotional materials

The development of a meaningful marketing partnership will be based upon the unique marketing needs and business strategies of interested participants and benefits may be tailored to those strategies.

If you are interested in discussing the potential for a Corporate Partnership with the District, you must submit a Statement of Interest within your response to this Request for Proposal. Your Statement of Interest is an indication that you are interested in meeting with representatives of the District to discuss the potential for a Corporate Partnership with the District.

The Statement of Interest can be limited to the following: "I am interested in discussing the potential for a Corporate Partnership between the District and my company." You are encouraged, but not required, to include any preliminary ideas, suggestions, benefits desired, related sponsorships or other information regarding your company's sponsorship experience at the time you submit your Statement.

### **Additional Information**

Should the proposer require additional information about this proposal, please e-mail to [kacevedo@pdhp.org](mailto:kacevedo@pdhp.org) no less than seven (7) days prior to the proposal opening date. Questions may also be faxed to 847.579.4564 to the attention of Kari Acevedo. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Proposers. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a proposer to improperly submit a proposal.

# **Terms and Conditions**

## **Proposer Qualifications**

All proposers must be engaged in providing the services as outlined in these specifications, and must have been engaged in this field for a period of no less than three (3) years. Proposers must possess all required state and local licenses. The proposer personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The Park District of Highland Park reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

## **Items to be Submitted**

Along with their proposals, proposers shall submit:

- A Completed Price Sheet Identifying license agreement Cost
- General Information and References Sheets
- Licensee Qualifications
- Supply a sample menu with prices

Proposals lacking these completed forms may not be considered for award.

We encourage proposers to include additional documentation supporting proposer's performance record, financial resources, experience, and reliability to execute this license agreement as described herein. Any and all exceptions to these RFP terms and specifications must be clearly documented on company letterhead.

## **Evaluation Criteria**

A committee comprised of Park District of Highland Park staff and officials will review proposals. This license agreement will be awarded based on the following criteria as well as those listed in the Award section of this document.

- 1) Compliance with the requirements of the Request for Proposals
- 2) Experience, reliability, and financial stability of proposer's organization, as well as qualifications of personnel proposed to service the Park District of Highland Park
- 3) Knowledge of the Park District of Highland Park
- 4) Knowledge of the City of Highland Park
- 5) Value-added services
- 6) Similar services performed for other organizations of comparable size and structure as the Park District of Highland Park
- 7) Proposed license agreement cost
- 8) Overall completeness, clarity, and quality of the proposal and responsiveness to RFP
- 9) Interviews and information provided by references

## **Term**

The Park District of Highland Park reserves the right to negotiate an initial license agreement. The agreement shall be for one year with an option for the Park District to renew at the same rates and terms for a second year.

## **Responsibility and Default**

The licensee shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful proposer shall be considered the sole point of contact for purposes of this license agreement.

## **Precedence**

Where there appear to be variances or conflicts, the following order of precedence shall prevail:

- 1) Park District of Highland Park's Request for Proposals Specifications
- 2) Request for Proposals Terms and Conditions
- 3) Request for Proposals General Information Terms and Conditions
- 4) Contractor's RFP Response

## **Change in Status**

The vendor shall notify the Park District of Highland Park immediately of any change in its status resulting from any of the following:

- Vendor is acquired by another party
- Vendor becomes insolvent
- Vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Vendor ceases to conduct its operations in normal course of business

The District shall have the option to terminate its license agreement with the vendor immediately on written notice based on any such change in status.

## **Hold Harmless Clause**

The vendor agrees to indemnify, save harmless and defend the Park District of Highland Park, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of negligent acts, in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Park District of Highland Park, its agents, servants, or employees or any other person indemnified hereafter.

## **Insurance (Subject to Change)**

All insurance policies shall be issued from insurance companies holding at least an "A:VIII" or better rating as rated by A.M. Best Company. All policies shall include a Breach of Warranty clause with the Park District of Highland Park named as additional insured.

To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

- a. Workers' Compensation:

- i. State: Statutory
- ii. Applicable Federal (e.g., Longshoremen's): Statutory
- iii. Employer's Liability
  - \$500,000.00 Per Accident
  - \$500,000.00 Disease, Policy Limit
  - \$500,000.00 Disease, Each Employee
- b. Commercial General Liability:
  - \$2,000,000.00 General Aggregate
  - \$1,000,000.00 Products Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  - \$1,000,000.00 Each Occurrence
  - \$ 50,000.00 Fire Damage (any one fire)
  - \$ 5,000.00 Medical Expense (any one person)
- c. Business Automobile Liability (including owned, non-owned and hired vehicles):
  - i. Bodily Injury:
    - \$1,000,000.00 Per Person
    - \$1,000,000.00 Per Accident
  - ii. Property Damage
    - \$1,000,000.00 Per Occurrence
- d. Umbrella Excess Liability:
  - \$2,000,000.00 over Primary Insurance

To have all policies of insurance purchased or maintained in fulfillment hereof name The Park District of Highland Park as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All liability insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

Prior to beginning work, contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

### **Sexual Harassment Policy**

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all proposers to this Agreement must have, prior to awarding this Agreement, in effect and in force a **written** sexual harassment policy. (See Exhibit #2)

### **Indemnification**

The vendor shall indemnify, defend and save harmless the Park District of Highland Park, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Park District of Highland Park, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The vendor shall be solely liable for all costs of such defense and for all expenses, fees, judgments.

### **Venue**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in Lake County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

### **Law Governing**

This proposal and any license agreement resulting therefrom shall be governed by and construed according to the laws of the State of Illinois.

### **Prevailing Wage**

Any project identified as a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act") requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties and

must provide to the District Certified Payroll records for all work performed under this agreement.

## **Special Conditions**

The proposer shall familiarize himself with all of the license agreement documents as listed in the table of contents and he shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the proposer for not familiarizing himself with site conditions. The proposer's signature on the proposal shall be the Owner's guarantee that the proposer has met these restrictions.

## **Signature and Legibility**

The prices for work and the names, addresses, and signatures of the proposers shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

## **Specifications**

### **General Specifications**

To license a food service provider to run food service operations out of the concession stands at Hidden Creek AquaPark, a facility of the Park District of Highland Park, to a qualified food service provider. The Park District of Highland Park reserves the right to contract out for vending machines at the facility

### **Background**

Hidden Creek AquaPark is a 350,000 gallon pool on the North Shore. There are 4 water slides, a diving well and lap lanes. The park has several special events and is also available for parties. It is open 7 days a week. The intent is to license to a qualified food service provider to provide quality food service and a wide range of menu items to the patrons of Hidden Creek AquaPark.

### **Use of Park District Equipment**

In its conduct of the food service operations, the provider shall be permitted to use the furniture and equipment owned by the Park District and listed on Exhibit #3: Licensed Equipment. The provider shall exercise good care in its use of the Licensed Equipment and shall be responsible for maintaining the Licensed Equipment in as good or better condition as existed immediately prior to provider's use thereof, ordinary wear and tear excepted. The maintenance of an orderly and clean appearance of the Licensed Space and maintenance in good condition and repair of the furnishings and equipment in the Licensed Space is an essential obligation of the provider. The provider shall be responsible for providing all furniture and equipment not provided by the Park District that is necessary for the provider to properly carry out its obligations under this Agreement. A POS and merchant services system must be provided by the licensee and they must be tested and operating by opening day. Forms of payment, from patrons, accepted by licensee must include Cash, Debit and Credit Card.

## **Schedule**

Except for periods when the facility is closed by the Park District, and except as otherwise provided in this paragraph, during the license term, the provider will operate concessions operations seven (7) days a week as follows.

### **Hidden Creek AquaPark**

Saturday of Memorial Day Weekend through Second Sunday in June

Monday-Friday 4:30pm-7pm

Saturday-Sunday, Holidays 12pm-7pm

Second Monday in June through Third Sunday in August

Daily including holidays 12pm-7pm

Third Monday in August through Labor Day

Monday-Friday 4:30pm-7pm

Saturday-Sunday, Holidays 12pm-7pm

The provider will not revise, alter, or modify the hours of operation without prior written approval of the Park District or its authorized representative. However, the provider may close the concession stand during those times when there is inclement weather at the facilities, with the verbal approval of the Manager of Aquatics. The provider may extend the concession stand hours of operation for such reasonable periods of time as its business needs require.

The District may require the provider to operate a grill and be open for modified hours for special events. Notification of such hours will be made 14 days in advance.

## **Menu**

The provider will be required to offer a wide range of menu items including but not limited to healthier options such as sandwiches, salads and healthy snack items. The provider will also be required to submit a sample menu with prices for each of the facilities. Please see attached Exhibit #4 as an example. In addition the provider is required to provide a menu display board for each facility.

## **Capital Expenditures**

Licensee is responsible for any build-outs, development and furnishing of the concession stand and must receive prior approval from the District. Additionally, space must be returned to its original condition if the Licensee vacates the property. If the licensee fails to do so, he would be subject to a loss of some or all of his security deposit.

## **Utility and Maintenance Expenses**

Utility expenses (electric, water, gas) of the licensed space shall be paid by the Park District of Highland Park. Additional utilities, phones and merchant services are the responsibility of the licensee and will be arranged accordingly. Any maintenance or other services provided for or paid by the District which are directly related to the licensee will be charged back. Custodial services for the licensed space are the responsibility of the licensee.

# Price Sheet

## Park District of Highland Park Facilities Concessions

**Hidden Creek AquaPark:** The operational season runs from the Saturday of Memorial Day Weekend through the Monday of Labor Day Weekend each calendar year. The seasonal license term will run from May 1<sup>st</sup> through September 30<sup>th</sup> for each calendar year of the term of the license.

Hidden Creek AquaPark Seasonal License Fee\$\_\_\_\_\_

\_\_\_\_\_dollars and \_\_\_\_\_cents

**TOTAL LICENSE FEE:** \$\_\_\_\_\_

**Sample Menu with Prices for All Facilities Included**

\_\_\_\_\_  
Proposer (Print)

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

Dated: \_\_\_\_\_

# General Information Sheet

## Authorized Negotiators:

Name \_\_\_\_\_

Phone # \_\_\_\_\_

Name \_\_\_\_\_

Phone # \_\_\_\_\_

**Receipt of Addenda:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_,

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_,

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_,

Dated \_\_\_\_\_

In submitting this proposal, it is understood that the Park District of Highland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

## References

Please provide at least five (3) business references:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_

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

E-Mail \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_

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

E-Mail \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_

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

E-Mail \_\_\_\_\_

## Licensee Qualifications

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_

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

E-Mail \_\_\_\_\_

# of Years in Business \_\_\_\_\_ # of Employees \_\_\_\_\_

Annual Sales # \_\_\_\_\_ # of Business Locations  
& Addresses \_\_\_\_\_

Please include a financial statement as of December 31, 2020 of proposer's assets, liabilities and net worth. If proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture.

List employees who will be employed at Hidden Creek AquaPark:

Name \_\_\_\_\_

Position \_\_\_\_\_

Years of Experience \_\_\_\_\_

Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Years of Experience \_\_\_\_\_

Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Years of Experience \_\_\_\_\_

Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Years of Experience \_\_\_\_\_

Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Years of Experience \_\_\_\_\_

Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Years of Experience \_\_\_\_\_

Responsibility/Task \_\_\_\_\_

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

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2. Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.

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3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination

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**Licensee Profile**

A. How long have you been in the food service industry?

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B. What is your business philosophy?

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C. What type of food service business do you currently operate? How many customers do you serve per week?

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D. What is your current staff and organization structure?

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E. What distinguishes your firm from your peers in the industry?

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F. How do you foresee your company integrating into the Park District of Highland Park?

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G. Please provide a sample proposed menu for this facility including proposed pricing (This may be attached if additional space is needed).

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# Exhibit #1

## Park District of Highland Park Environmental Policy

Statement of Philosophy. The community and the Park District are increasingly aware of the environmental issues which affect the quality of life within the District. It is the intent of the Park District of Highland Park to assume a leadership role in the development and use of sound environmental policies, practices and educational opportunities.

Environmental Principles. By incorporating the following environmental principles and practices and by prescribing to our statement of philosophy, the Park District of Highland Park shall set a high standard of leadership and competency in maintaining and improving the quality of the environment.

The Park District of Highland Park will to the greatest extent practicable:

- A. Promote the acquisition, protection and environmentally sensitive management of open space and natural habitat areas.
- B. Protect, enhance and interpret the historic natural resource heritage exemplified by Highland Park's lakefront, ravines, bluffs, prairie remnants and woodlands.
- C. Design, develop and maintain parks, facilities and natural areas in a manner that enhances and protects the environment through conservation of soil, water and energy; by minimizing the adverse impact on air and water quality; by reducing waste; and by utilizing utilities in the most efficient manner possible.
- D. Encourage recycling practices that utilize renewable resources and minimize the use of nonrenewable ones.
- E. Practice integrated pest management which reduces or eliminates the District's dependence on pesticides.
- F. Abide by the federal and state Endangered Species Protection Acts in order to avoid adverse impacts on endangered or threatened species during park operations.
- G. Function as a role model within the community by actively promoting public awareness and educational programs which encourage environmentally sensitive lifestyles.

## Environmental Practices.

- A. The District shall develop relationships and agreements with public and private organizations and individuals in order to have open space and natural habitats preserved and/or managed. Some examples of these types of relationships are:
1. Habitat preservation and restoration at Highmoor Park with the Illinois Nature Preserves Commission and the Volunteer Stewardship Program.
  2. Management and operation of public open space through agreements with the City of Highland Park, School District #112, and cultural and historic committees, commissions and societies.
- B. The District will adequately plan and construct, using the latest available information, new and renovated open space areas and facilities. These projects will not negatively impact the environment and will conserve soil, water and energy resources and protect indoor and outdoor air quality.
- C. The District has determined that it is in the best interest of the health, safety and welfare of persons using District buildings and vehicles that smoking be prohibited.
1. Buildings. Smoking is prohibited in all buildings owned or controlled by the District.
  2. Vehicles. Smoking is prohibited in all motor vehicles owned, leased or otherwise used by the Park District of Highland Park to transport members of the public.
  3. Signs. "No Smoking" signage shall be appropriately posted in all public areas of the District.
- D. The District recognizes the importance of both safe and attractive parks and open space and has established a balanced Integrated Pest Management Program. This program utilizes cultural methods that include:
1. Select appropriate plant species and their proper location.
  2. Use of preventative maintenance procedures.
  3. Promote early detection of problems.
  4. Utilize, where possible, natural control methods.
  5. Test for better application methods.
  6. Minimize overall pesticide use.

Where and when pesticide use is necessary, the standardized and uniform procedures for the application and safe handling of pesticides will be adhered to.

1. Administration. The District will comply with the Federal Insecticide, Fungicide and Rodenticide Act and the Illinois Department of Agriculture regulations governing the use of pesticides. Compliance includes state certification of all employees involved with the implementation of this program.
  2. Education. Staff will participate in training sessions sponsored by affiliated professional park organizations designed to improve the supervision, safe handling and application of pesticides.
  3. Characteristics. Pesticides used by the District in the form of herbicides, insecticides or fungicides will be of the "General Use" classification. "Restricted Use" pesticides are prohibited.
  4. Notification. Pesticide application notices will be posted 24 hours prior to the treatment and will remain up until 24 hours after completion of treatment. Posting will otherwise comply with Illinois EPA requirements for the application of pesticides.
  5. Application. General use pesticides used by the District and registered with the Federal EPA will always be used according to specific label directions and procedures to ensure safe and effective application, storage and disposal.
  6. Calibration of equipment and application rates will be according to manufacturer's recommendations so that minimal amounts of pesticides are applied.
  7. Tot lots and playground areas will be excluded from herbicide application.
- E. The District is committed to reducing solid waste by utilizing renewable or reusable resources as well as minimizing its dependence on non-renewable ones. Achievement of the following objectives will be targeted:
1. Maximize aluminum collection at all indoor facilities and expand collection to all developed parks.
  2. Increase paper collection by recycling newspapers and all office paper types at indoor facilities.
  3. Continue recycling of trees as wood chips and firewood.
  4. Compost all leaves, grass and other landscape materials.
  5. Maximize used oil collection.
  6. Incorporate glass recycling at all indoor facilities and developed parks.
  7. Use recycled paper to the greatest feasible extent.

8. Use recycled products, such as Durawood, biodegradable bags, recycled paper, etc., in all feasible situations.
  9. Continue the use of paper products in place of Styrofoam or plastic and phase out environmentally damaging products.
  10. Recycle batteries, antifreeze and freon whenever feasible.
- F. Comply with all other applicable federal, state and local regulations and guidelines.
  - G. The Park District will attach this Environmental Policy to all bidding documents for all contractors and commercial users engaged in business with the Park District and will be required to comply with this policy.
  - H. The District has assumed and will continue an environmental leadership role for public and private agencies by participation in the Model Community Program.
  - I. The District will encourage other Park Districts and affiliated agencies to adopt similar policies and become responsible environmental stewards.

APPROVED: 12/1/17

## Exhibit #2

**Sexual Harassment Policy:** Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Act"), all bidders to this Agreement must have, prior to bidding on this Agreement, in effect and in force a **written** sexual harassment policy which includes, at a minimum, the following provisions:

- 1) a statement on the illegality of sexual harassment;
- 2) the definition of sexual harassment under Illinois law;
- 3) a description of sexual harassment, utilizing examples;
- 4) an internal complaint process, including penalties;
- 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- 6) directions on how to contact the Department and the Commission; and,
- 7) protection against retaliation as provided by Section 6-101 of the Act.

The bidder understands and warrants to the Park District of Highland Park that by submitting a bid on this Agreement it is in compliance with Section 2-105 of the Act and will remain in compliance with Section 2-105 for the entirety of the Agreement. A violation of Section 2-105 is grounds for the immediate cancellation of this Agreement. However, any forbearance or delay by the Park District of Highland Park in canceling this Agreement shall not be construed as Park District of Highland Park's consent to such violation and shall not constitute a waiver of any rights the Park District of Highland Park may have, including without limitation cancellation of this Agreement.

A sample sexual harassment policy, upon request, is available for review at the Park District of Highland Park's Administrative office, 636 Ridge Road, Highland Park, IL 60035. If you have any questions concerning this matter, please contact the Director of Parks and Planning at 847.831.3810.

**PARK DISTRICT OF HIGHLAND PARK**  
**Concession Operating Agreement**

**Certification that Vendor Has Adopted  
and Maintains a Written Sexual Harassment Policy**

As part of his/its proposal on the above referenced Agreement, the undersigned ("Vendor") hereby certifies that Vendor has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) including at least the following:

- 1) a statement on the illegality of sexual harassment;
- 2) the definition of sexual harassment under Illinois law;
- 3) a description of sexual harassment, utilizing examples;
- 4) an internal complaint process, including penalties;
- 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- 6) directions on how to contact the Department and the Commission; and,
- 7) protection against retaliation as provided by Section 6-101 of the Act.

Vendor further certifies that such policy shall remain in full force and effect throughout the term of the Agreement.

Vendor: \_\_\_\_\_  
(Print Name of Vendor)

Signed: \_\_\_\_\_  
(Signature of Authorized Officer)

Printed Name of Signatory \_\_\_\_\_

As Its: \_\_\_\_\_  
(Title of Signatory)

Dated: \_\_\_\_\_, 2021

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE     )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Vendor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Vendor.

DATED: \_\_\_\_\_, 2021

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

[Notary Seal]

## **Exhibit #3**

### **Licensed Equipment**

#### **Equipment List Hidden Creek AquaPark**

Grill

Microwave

1 Industrial Freezer

1 Industrial Refrigerator

Glass Door Refrigerator

Ice Machine

Exhaust hood with make-up air fan and Ansul fire suppression system

Coca Cola Beverage Dispensing Machine \*

\*Notates equipment provided free by supplier with continued purchase of their product.

## Exhibit #4

### 2021 Hidden Creek Aqua Park Menu List (Suggested)

- Hot Dog
- Veggie Burger
- Chicken Fingers
- Chicken Quesadillas
- Cheese Quesadillas
- House Salad
- Cobb Salad
- Caesar Salad
- Chicken Breast Sandwich
- Wraps
- Turkey Sandwich
- Ham Sandwich
- Cheese Pizza
- Sausage Pizza
- Pepperoni Pizza
- Candy Bars
- Ice Cream Bars
- Nachos
- Chips
- Soft Pretzel
- Side of Cheese
- Small Fountain Drink
- Large Fountain Drink
- Bottled Water
- Lemonade
- Iced Tea
- Gatorade
- Juice
- Small Slushy
- Large Slushy

**Exhibit #5**  
**CONCESSIONS OPERATING AGREEMENT**

**THIS OPERATING AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Park District of Highland Park ("Park District") an Illinois unit of local government and \_\_\_\_\_ (Vendor), an Illinois Corporation, with its mailing address at \_\_\_\_\_.

**RECITALS**

- A. The Park District desires to allow Vendor to operate concession stand facility at Hidden Creek AquaPark
- B. Vendor desires to operate concession stand facility at Hidden Creek Aqua Park

**NOW, THEREFORE**, in consideration of the promises, terms and obligations stated herein, the Park District and Vendor agree as follows:

- 1. **Recitals**: The foregoing recitals are incorporated herein as substantive provisions of this Operating Agreement.
- 2. **Term of Agreement**: This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_\_ and shall terminate on \_\_\_\_\_, 20\_\_\_\_\_, unless otherwise provided for by this Agreement. The Agreement may be renewed for one (1) one-year extension commencing on \_\_\_\_\_, 20\_\_\_\_\_, upon the parties' mutual agreement for extension and upon the same terms and conditions or such modified terms and conditions as the parties may establish.
- 3. **Facilities**: Vendor is hereby granted a license for non-exclusive access to the following facilities for the term of this operating agreement: 1) Hidden Creek AquaPark

4. **License Fee and Commission**: Vendor has responded to the District's Request for Proposal, which is hereby incorporated herein and made a part hereof, and Vendor has been selected on the basis of its submittal. On that basis, together with the terms of this Agreement, District and Vendor have agreed that Vendor shall pay to the Park District the sum of

\$\_\_\_\_\_

\*\*\* Please note that the food and beverage tax in Highland Park is 1% of the total sales. It is the responsibility of the vendor to submit food and beverage tax to the City of Highland Park.

5. **Hours of Operation**: While this Agreement is in effect, Vendor agrees to be open for business as set forth in the Request for Proposals.
6. **Goods Sold and Pricing**: Vendor agrees that the Park District shall approve in advance all items to be sold from the Facilities and the retail price to be charged for all such items. The Park District's approval shall not be unreasonably withheld. Vendor shall comply with the applicable terms of the Park District's beverage contract, and shall honor the pouring rights granted thereunder. Vendor shall not pour beverages not authorized by the Park District's beverage contract, and shall comply with any purchasing obligations set forth in said agreement or any future agreement pertaining to sale of beverages in the Park District. Vendor further acknowledges that the Park District may renew or change its beverage contract prior to any renewal of this Agreement. The Park District shall retain the right to place vending machines for the sale of beverages at the Facilities.
7. **Termination**: This Agreement may be terminated by either party at any time on five days notice to the other party for cause. For purposes of this Agreement, "cause" is defined as each and every violation or breach by either party of any material term, condition or provision of this Agreement. Upon receipt

of such notice, the party receiving the notice shall have five days from receipt of the notice to cure such violation or breach. The Park District may terminate this Agreement without cause upon thirty day's prior written notice. Upon expiration or termination of this Agreement, Vendor shall quit and peacefully surrender the Facilities to the Park District, and the Park District, upon or at such expiration or termination, may, without further notice, enter on and reenter the Facilities and possess and repossess itself thereof by force, summary proceedings, ejectment, or otherwise and may dispossess Vendor and remove Vendor and all other persons and property from the Facilities and may have, hold and enjoy the Facilities and the right to receive all income of and from them.

8. **Indemnification**: Vendor shall indemnify, defend and hold harmless the Park District, its officers, elected officials, employees, volunteers and agents against any and all claims, damages, losses and expenses, and suits of any manner which might arise as the result of its activities, including but not limited to, legal fees (attorneys and paralegals' fees and court costs), arising from or in any way connected with; i) the conduct or management of the Facilities or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; ii) any act, omission, wrongful act or negligence of Vendor or any of Vendor subcontractors or licensees (if applicable) or the partners, directors, officers, agents, employees, invitees or contractors of Vendor or its subtenants or licensees; iii) any accident, injury, or damage whatsoever occurring in or at the Facilities regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify,

and hold and save harmless the Park District, its officers, elected officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor breach of any of its obligations under, or Vendor default of, any provision of this Agreement.

9. **Insurance:** Vendor shall obtain insurance of the types and in the amounts as listed in the Request for Proposal.
10. **Incorporation of RFP and Proposal:** The Park District's "Request for Proposal" dated March 3, 2021, and Vendor Proposal dated \_\_\_\_\_, 20\_\_\_\_, are both incorporated herein and made a part of this Agreement as if set out in full herein. In the event of any conflict between the terms of this Agreement and either the Park District's RFP or Vendor Proposal, the terms of this Agreement shall apply, control and prevail.
11. **Independent Contractor Status:** Vendor acts solely in the capacity of independent contractor for the Park District and not as an employee of the Park District. As a result of Vendor independent contractor status, Vendor shall have exclusive control of its time (subject to the terms of this Agreement) and shall be responsible for the direct supervision of all of its employees, agents, or subcontractors. Vendor agrees to remove any subcontractor from the facilities for inadequate performance as determined by evaluations submitted by the Park District and Vendor. Vendor shall provide all workers' compensation and unemployment insurance, social security and other related benefits for its employees as required by law. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Park District and Vendor. Except as otherwise expressly provided in this Agreement, no party shall become bound,

with respect to third parties, by any representation, act or omission of the other party.

12. **Compliance with Laws:** Vendor agrees to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facilities, including but not limited to all applicable codes, laws ordinances, and regulations of the City of Highland Park, the Park District of Highland Park, the County of Lake, the State of Illinois, and the United States, including, but not limited to, health and sanitation (food and sanitation certificate holder), age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. Vendor shall be responsible for all sales and real estate taxes arising as a result of any of Vendor activities pursuant to this Agreement. Vendor shall, at its sole cost and obligation, be responsible for obtaining all permits required to operate the Facilities, including a permit from the Lake County Health Departments. Vendor shall be responsible for giving notice to the Park District, at the address listed in paragraph 21, of all inspection results from any governmental agency responsible for public welfare.
13. **Facility Conditions, Cleanliness and Sanitation:** Vendor agrees to maintain the Facilities, including but not limited to the concession stands, food carts and related areas, in a clean, neat and orderly condition at all times. Vendor shall make no modifications to any of the Facilities without the prior written approval of the Park District. Immediately upon termination of this Agreement for any reason, Vendor shall return the Facilities and any equipment contained therein to the Park District in the same condition as received, ordinary wear and tear and/or Park District-approved improvements excepted.

14. **Equipment:** Vendor: a) has examined the buildings and equipment prior to the execution of this Agreement and finds them to be satisfactory; b) acknowledges that no representation as to the condition or repair of any of the Facilities has been made by the Park District other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the concession buildings or Facilities has been made by the Park District. Vendor shall maintain the equipment, fixtures, machinery and any other personal property located thereon and therein in a clean, orderly, sanitary, pest free and safe condition. The Park District shall maintain and repair all structural and mechanical components of the buildings. Heat and electricity for the buildings shall be supplied by the appropriate public utilities. Vendor may lease from contractual vendors and install some standard equipment in the Facilities, including equipment such as pretzel warmer, drink stations, ice cream freezer, etc. At the termination of this Agreement for any reason, this equipment shall be retained by the Park District, or contracts pertaining to this equipment shall be assigned to the Park District. Vendor agrees to take all necessary steps to effectuate such assignment. Except as provided immediately above, title to all equipment provided by Vendor, except fixed equipment belonging to the Park District and listed on the schedule of fixed equipment, shall remain in the possession of Vendor and shall be removed by Vendor upon termination of this Agreement.

15. **Utilities and Trash:**

A. **Trash:** Vendor shall be responsible for the disposal of trash generated by its operation on the and at the Facilities. The Park District will contract and /or perform the off-site disposal of refuse generated by Vendor.

B. **Utilities:**

**Concession Buildings:** Utility expenses (electric, water, gas) of the licensed space shall be paid by the Park District of Highland Park. Additional utilities, phones and merchant services are the responsibility of the licensee and will be arranged accordingly. Any maintenance or other services provided for or paid by the District which are directly related to the licensee will be charged back. Custodial services for the licensed space are the responsibility of the licensee.

16. **Grounds:** In addition to maintaining the Facilities, as provided in paragraph 15, Vendor will keep an area of 150 feet from the Facilities in all directions free and clear of all litter generated from Vendor operations. Vendor will inspect the grounds surrounding the Facilities as set forth above a minimum of three (3) times per day each day Vendor is operating.

17. **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing and signed by both parties.

18. **Severability:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

19. **Authorized Signatures/ Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities

to bind Vendor and the Park District and the Agreement shall not be effective until fully executed and delivered to all parties.

20. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all parties.

21. **Notices:** All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below or at such other address(es) as the parties may formally designate, in writing, from time to time.

**Park District**

**Vendor**

22. **Assignment:** This Agreement shall not be assigned without the express written consent of the non-assigning party.

23. **Performance Reviews:** If the Park District determines, in its reasonable opinion, that the operations at the Premises are unsatisfactory, then Vendor agrees to meet at least once with the Park District within 24 hours of receipt of any oral or written notice from the Park District, to discuss Vendor performance. If the Park District determines in its reasonable opinion that operations are not consistent with appropriate standards of health, sanitation, safety, quality and reliability, the Park District may terminate the Agreement as set forth above for cause.

24. **Time**

Time is of the essence for all matters concerning this Agreement.

25. **Non-Discrimination**

In connection with performance of this Agreement, Vendor agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. Vendor further agrees to take affirmative steps to ensure Equal Employment Opportunities. Vendor agrees to post in conspicuous places, available for applicants for employment, notices setting forth the provisions of this paragraph.

26. **Jurisdiction:** This Agreement shall be governed by laws of the State of Illinois. Venue for all actions hereunder shall be Nineteenth Judicial Circuit, Lake County, Illinois. Any and all actions brought on behalf of Vendor under this agreement or the license granted hereunder shall be commenced within one year of conduct or actions giving rise to the action.
27. **Freedom of Information Act:** Vendor agrees to maintain all records and documents for projects of the District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Vendor shall produce records which are responsive to a request received by the District under the Freedom of Information Act ("FOIA") so that the District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Vendor shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the FOIA due to Vendor failure to produce documents or otherwise appropriately respond to a request under the Act, then Vendor shall indemnify and hold the District

harmless, and pay all amounts determined to be due including but not limited to  
fines, costs, attorneys' fees and penalties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by  
their duly

Authorized signatories.

**PARK DISTRICT**

**VENDOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

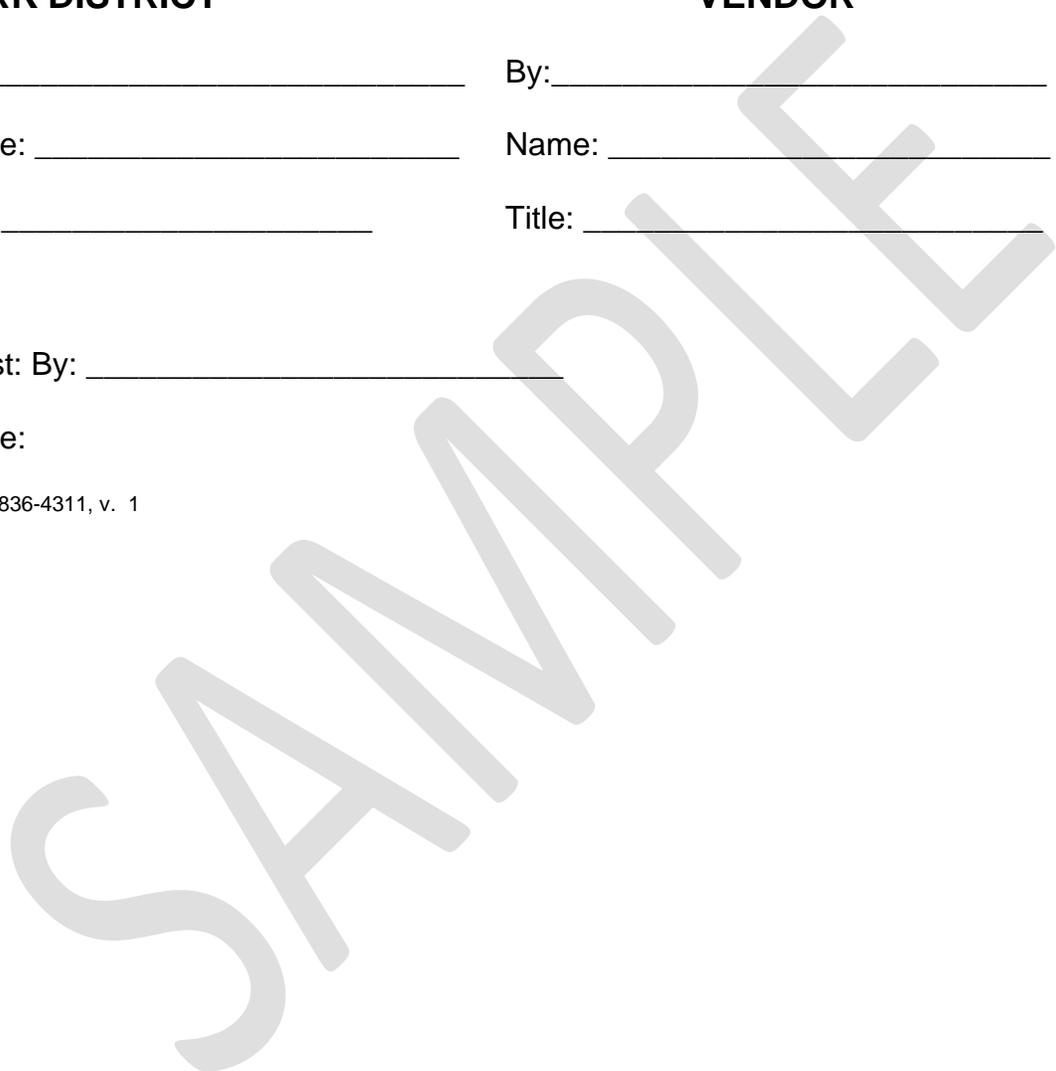
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: By: \_\_\_\_\_

Name:





**Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035**

## **Request for Proposals**

**Park District of Highland Park  
Facilities Concession License**

**Issued: February 5, 2021**