



**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL SERVICES FOR
Cultural & History Programs**

**ISSUED BY:
FOREST PRESERVES OF COOK COUNTY
Conservation & Experiential Programming Department**

**POSTING DATE: Monday, February 10, 2025
DUE DATE: Friday, March 7, 2025 TIME: 10:00 a.m.**

RFQ NO. 25-35-012120

QUALIFICATIONS ARE TO BE SUBMITTED ELECTRONICALLY AT:
<https://www.cookcountyil.gov/service/online-solicitation-bid-submission-forest-preserves>

Toni Preckwinkle
Forest Preserves of Cook County
Board President

Thomas J. Conlon
Director of Procurement

FOREST PRESERVE OF COOK COUNTY

PRESIDENT

TONI PRECKWINKLE

DIRECTOR OF PROCUREMENT

THOMAS J. CONLON

INTERIM GENERAL SUPERINTENDENT

EILEEN FIGEL

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1.0 REQUEST FOR QUALIFICATIONS (RFQ)

The Forest Preserve District of Cook County (the “Forest Preserve”) seeks qualified organizations and/or individuals to provide Cultural & History **programming opportunities in the Forest Preserves at a variety of sites and locations around the County**. The services contemplated in this Request for Qualifications (“RFQ”) are professional in nature. Organizations & Individuals are invited to submit a Statement of Qualification according to the requirements specified in this RFQ. All costs incurred by any submitting party in preparing and transmitting a response to this request are solely the responsibility of the submitting party.

Schedule

The Forest Preserve anticipates the following schedule for this RFQ:

Item	Date
Posting Date	Monday, February 10, 2025
Pre-Submittal Meeting/Site Inspection	Tuesday, February 18, 2025, 1:00pm Virtual
Deadline for Questions from Firms	Thursday, February 20, 2025, 3:00pm
Deadline for Addenda from Forest Preserve	Tuesday, February 25, 2025
Statement of Qualifications Due	Friday, March 7, 2025, 10:00am

Pre-Submission Conference and Site

Inspection Date: Tuesday, February 18,

~~2025~~ Location: **Virtual Via Zoom**

Zoom Link:

Join Zoom Meeting

<https://fpdcc.zoom.us/j/86908833972>

Meeting ID: 869 0883 3972

One tap mobile

+13092053325,,86908833972# US

+13126266799,,86908833972# US (Chicago)

Time: 1:00 pm

☐ Mandatory ☒ Non-Mandatory [Check which one applies]

2.0 GENERAL DESCRIPTION AND BACKGROUND

The Forest Preserve is one of the oldest and largest open space agencies in the United States. The Forest Preserve owns and manages nearly 70,000 acres and was established over one hundred years ago for the education, pleasure and recreation of the public. The Forest Preserve

strives to protect and restore Cook County's diverse ecosystems so native plant and wildlife can live and thrive. Each year, millions of people use Forest Preserve lands and facilities as well as participate in a variety of free, organized events hosted by Forest Preserve staff. Please visit the Forest Preserve's website at www.fpdcc.com to learn more about the Forest Preserve.

Procuring Services for a Specific Project. Once a pool of Qualified Firms has been established, a final scope of work will be created with each qualified vendor and the contractual paperwork will be sent to the vendor for completion, each of which is anticipated to be completed for \$10,000 or less, to perform specific services as requested by the District. The requested **services are more fully described in Attachment 1** to this RFQ.

Minority- and Women-Owned Business Enterprises. The District has established an ordinance to ensure the full and equitable participation of Minority- and Women-Owned Business in Enterprises ("MBE/WBEs") in the District's procurement process. To that end, the District has established Annual Aspirational Goals for the utilization of MBE/WBEs in District professional consulting contracts of 35% aggregate for MBE/WBE. In consultation with the relevant District Department, project specific goals may be assigned for future projects or Task Orders exceeding \$25,000.

Financial Capacity. Consultants must be financially solvent and able to pay its debts and possess sufficient working capital to complete the required services in a timely manner. Each of its members or partners, its employees, agents or sub-consultants shall be competent to perform the Services required under this RFQ document.

3.0 INSTRUCTIONS TO SUBMITTING PARTY

A. Responding Qualification Requirements

Qualifications submitted in response to this RFQ shall include the following information in this order:

- **Cover** with the submitting party name/logo and the project title.
- **Cover Letter** signed by an authorized representative of the submitting party which confirms the party's commitment to provide the services proposed. The letter should include a brief summary of the party's history, number of years in business, and number of employees at the location that will be providing the services. Cover letter should also include the following:
 - a. Confirming that the firm submitting the Request for Qualification has the areas of expertise and qualification specified in this RFQ,
 - b. Providing the name and contact information for addressing any questions.
- **Project Understanding and Approach.** Description of the submitting party's understanding of the project goals and needs, and approach that the submitting party will take to meet those goals and needs.
- **Similar Project Experience.** Description of the submitting party's track record and a list of projects relevant to this RFQ. Please provide at least three (3) references for projects of comparable size and scope. Include the name of the contact person, address, telephone number and email address. Describe any experience that highlights the submitting party's understanding of the requested services.
- **Specialized Experience.** Description of the submitting party's unique qualifications that are relevant to this RFQ. Please provide at least three (3)

references for projects of comparable size and scope. Include the name of the contact person, address, telephone number and email address. Describe any experience that highlights the submitting party's unique expertise and how it relates to this RFQ.

- **Project Team.** Describe the project team that the submitting party proposes to provide the services to the Forest Preserve. Provide a chronological resume for each of the key personnel proposed. List any professional affiliations, licensures, and certifications that are relevant to the work.
 - a. **Subconsultants.** Describe any subconsultants and their role in providing the requested services. Indicate any MBE/WBE certifications.
 - b. **Capacity to Perform the Work.** Describe any existing project commitments that may impact the submitting party's ability to perform the services in accordance with the schedule.
- **Regulatory Impact.** Describe any significant developments in the submitting party (such as changes in ownership or restructuring) within the past three (3) years, and any significant changes anticipated in the near future. Describe the relevant facts if the submitting party or any of its partners, employees, or officers have been disciplined, debarred, or censured by any regulatory body within the last five (5) years.
- **Forest Preserve Forms.** The following attachments must be fully completed and submitted by the date and time responses are due for this RFQ. Failure to do so may cause your response to be deemed nonresponsive. Respondents to this RFQ must include schedule and cost information on Form 1-A or submit separate attachment:
 - a. A description of key tasks or activities and deliverables;
 - b. Estimated time to complete requested services;
 - c. A detailed cost estimate for completing each aspect of the proposed scope of work; and
 - d. A description of major project assumptions that influence the cost.
- **Forest Preserve Forms.** The following attachments must be fully completed and submitted by the date and time responses are due for this RFQ. Failure to do so may cause your response to be deemed non-responsive ¹:

1-A Proposed Offering and Fees
A1 Description of Costs and Services
A2 Certificate of Qualification
A3 Tax and Fee Delinquency Certification
A4 Disclosure of Ownership Interest Statement
A5 Disclosure of Lobbyist Contacts
A6 Familial Disclosure Form
A7 Insurance Requirements/ Certificate of Insurance (Please submit current Certificate of Insurance)
A8 Addenda Acknowledgment Form
A9 Declaration of Child Support Obligations
A10 Short-Form Independent Contractor Services Agreement

B. How to Submit

¹ In the Attachments to this RFQ, the Forest Preserves of Cook County may be referred to as the "Forest Preserve of Cook County".

All bidders shall submit their bid, proposal, or qualification package electronically via the link below by the date and hour for the bid opening listed in the Bid Notice:

<https://www.cookcountyil.gov/service/online-solicitation-bid-submission-forest-preserves>

The submitter is responsible for ensuring that its submission is received at or before the date and time specified in the solicitation. Any bids uploaded after the date and hour set for the bid opening will not be considered. All documentation must be submitted online—physical copies of bids will not be accepted without the express prior written authorization of the Director of Procurement.

Submitting firms must complete the required fields in the online form, upload documentation, and click the “Submit” button. Be advised that partial submissions cannot be saved and continued at a later date. Upon submission, firms will receive a confirmation acknowledging receipt of the submission at the email address provided in the form.

Any questions regarding this request must be submitted via email to the Director of Procurement at FPD.Purchasing@CookCountyIL.Gov no later than Deadline for Questions from Firms specified in Section 1.0.

C. Due Date

Qualifications must be submitted no later than the date and time indicated for submission on the cover page of this RQP. Late submittals will not be considered.

Qualifications must utilize the blank Qualifications and contract certification forms enclosed hereto. Said documentation must be complete and include valid signatures for authorized persons, where indicated.

Submitting firms should ensure that all scanned documentation is of a sufficient size, resolution, and format such that all text and signatures are clearly legible. Information regarding accepted file formats are detailed in the online submission form.

D. Pre-Submittal Conference and Site Inspection

When indicated, the Forest Preserve will hold a pre-submittal conference and/or site inspection on the date and at the time and location indicated in Section 1.0 of this RFQ. Representatives of the Forest Preserve will be present to answer any questions regarding the services requested or Qualifications procedures.

Attendees are encouraged to bring a copy of the RFQ to the pre-submittal conference and site inspection. Please note that late attendees may not be admitted. For mandatory pre-submittal conferences and site inspections, late attendees who are not admitted will not have bids considered.

E. Special Accommodations

If special accommodations are required for a submitting party to attend the pre-submittal bid conference or site inspection, contact the Forest Preserves’ Director of Procurement at FPD.Purchasing@CookCountyIL.Gov no later than three (3) business days before the event.

F. Delivery of Qualifications (1) Package

The Qualifications should be delivered by electronic methods described in Section 3(B). The submitting party remains responsible for ensuring that its Qualifications are received at the time, date, place, and office specified. The Forest Preserve assumes no responsibility for any Qualifications not so received, regardless of the cause of delay. Qualifications received after the time specified will not be considered.

G. References

To provide uniformity and to facilitate comparison of submissions, all information submitted must clearly refer to the page number, section or other identifying reference in this RFQ. The Forest Preserve reserves the right to waive minor variances or irregularities.

H. Complete Submission

Submitting parties are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete Qualifications may lead to a submission being deemed non-responsive.

I. Qualifications Material

The Qualifications material submitted in response to the RFQ becomes the property of the Forest Preserve upon delivery to the Forest Preserve and may be part of any contract document for the services which are the subject of this RFQ.

J. Qualifications Information

The Forest Preserve will publish all information pertaining to this RFQ at <http://fpdcc.com/about/departments/finance-administration>. Any submitting party receiving a copy of this RFQ from a bid referral service and/or other third party are solely responsible for ensuring that they have received all necessary documentation, including amendments/addenda thereto. The Forest Preserve is not responsible for ensuring that all or any procurement documentation is received by any submitting party that is not appropriately registered with the Forest Preserve.

K. Addenda.

Should any submitting party have questions concerning conditions and specifications, or find discrepancies in or omissions in this RFQ or be in doubt as to their meaning, they should notify the Director of Procurement, Thomas J. Conlon, at FPD.Purchasing@CookCountyIL.gov no later than Deadline for Questions from Firms specified in Section 1.0, to obtain clarification prior to submitting Qualifications. Such inquiries must reference the Qualifications due date and the Forest Preserve's RFQ number.

Any clarification addenda issued prior to the Qualifications due date shall become part of the RFQ. The Addenda Acknowledgement Form (found in Attachment 8) must be signed by an authorized representative of the submitting party and returned with the Qualifications on or before the Qualifications due date. Failure to sign and return this form may be grounds for rejection of the Qualifications.

L. RFQ Interpretation

Interpretation of the wording of this document shall be the responsibility of the Forest Preserve and that interpretation shall be final.

M. Confidentiality and Response Ownership

From the date of issuance of the RFQ until the due date, the submitting party must not make available or discuss its Qualifications, or any part thereof, with any employee or agent of the Forest Preserve.

The Proposer is hereby warned that the District complies with open records principals and laws, and that any part of a firm's submission or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. The District alone shall determine whether it must redisclose any submitted information.

N. Obligation to Review

The submitting party must thoroughly examine and will be held to have thoroughly examined and read the entire RFQ document. Failure of submitting party to fully acquaint itself with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of any contract.

4.0 GENERAL REQUIREMENTS

A. Agreement

The sample Professional Services Agreement, including indemnification provisions, is provided in Attachment 10 hereto for informational purposes only. Execution of the agreement is not required at the time the Qualifications are submitted. In the event the submitting party disagrees with the agreement provisions, submit any exceptions to the standard contract and include the rationale for taking the exception. If the submitting party is proposing alternate language, please include the language for consideration. The Forest Preserve reserves the right to terminate any agreement entered into pursuant to this RFQ.

B. Minority – and Women – Owned Business Enterprises (MBE/WBEs)

Certified Minority Owned Business Enterprises and Women Owned Business Enterprises are encouraged to respond to this RFQ. Minority Owned Business Enterprises and Women Owned Business Enterprises must be certified by Cook County or the City of Chicago. Business entities that meet the requirements for and are interested in being certified should contact the Cook County Office of Contract Compliance (312.603.5502). That office also maintains an online list of organizations that provide resources and technical assistance to MBE/WBEs at <https://www.cookcountyil.gov/service/contracting-opportunities>

C. MBE/WBE Participation Goals

There are no participation goals for this project. In an effort, however, to continue to promote and expand the participation of certified MBE/WBE firms, the submitting party shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In its response, a submitting party shall state the name(s) of the MBE/WBE subcontractor(s), the level of participation proposed for each MBE and/or WBE firm to be awarded a subcontract, the role that the MBE/WBE subcontractor(s) will perform and the type of service each such firm will provide.

D. Insurance.

Prior to the date on which any selected firm commences performance of any part of the work, the firm shall furnish to the District's Director of Procurement evidence of

insurance that complies with the coverage, policy limit requirements, and all other terms described in Attachment 7, which shall be incorporated into and made part of any eventual contract.

E. Compliance with Laws

Submitting party shall observe and comply with all applicable federal, state, county, and local laws, ordinances, and regulations which may in any manner affect its submission, including without limitation, all applicable requirements described in the Forest Preserve Code of Ordinances, Title 1, Chapter 17 – Office of the Independent Inspector General.

F. Period of Firm Proposal

Subject to Section 5.E (Best and Final Offer) of this RFQ, prices in the submission must be kept firm for at least ninety (90) days after the last time specified for submission of Qualifications. Firm Qualifications for periods of less than this number of days may be considered non-responsive. The submitting party may specify a longer period of firm pricing than indicated here. If no period for firm pricing is indicated by the submitting party in its Qualifications, then pricing will be considered firm for at least ninety (90) days after the last time specified for submission of Qualifications, and after such 90 day period, pricing shall continue to be considered firm until written notice to the contrary is received from the submitting party. If the submitting party is awarded a contract for the services requested under this RFQ, pricing from the submitting party's Qualifications will be included under such contract and such pricing will remain firm for the term of the contract, subject to Section 5.E (Best and Final Offer).

G. Alteration/Modification of Original Documents

The submitting party certifies that no alterations or modifications have been made to the original content of this RFQ or other procurement documents. Any alterations or exceptions must be apparent and clearly noted in the offered Qualifications. Submitting party understands that failure to comply with this requirement may result in the submission being disqualified.

H. Living Wage Ordinance

Unless expressly waived by the Forest Preserve Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the Forest Preserve. As of January 24, 2024, the living wage for Cook County was no less than \$15.00 per hour if employee health benefits are provided to an employee whose health benefit contribution does not exceed 25% of the cost of the health benefit premium; otherwise \$18.75 per hour.

I. Other

Submitting parties are invited to submit any information the submitting party deems pertinent to demonstrate its qualifications to perform the services being requested, such as memberships in any professional associations. The submitting firm is also expected to comply with the true intent of this RFQ taken as a whole and shall not avail itself of any errors or omission to the detriment of the Services or the District. Should the firm suspect any error, omission, or discrepancy in the specifications or instructions, the firm shall immediately notify the District in writing or by email to the contact persons listed on the cover of this document, and the District will issue written corrections or clarifications. The submitting firm is responsible for the contents of its

statement of qualifications and for satisfying the requirements set forth in the RFQ. Firms will not be allowed to benefit from errors in the document that could have been reasonably discovered by the firm in the process of putting the statement of qualifications together.

5.0 EVALUATION AND SELECTION PROCESS

A. Evaluation Criteria

The Forest Preserve intends to select submissions that best meet the needs of the Forest Preserve and provide the best overall value. The primary objective of the evaluation process is to select submitting parties who:

1. Exhibit confirmed experience, capability and qualifications to render the required services;
2. Demonstrate a thorough understanding of the scope of the engagement and the specific responsibilities that it entails;
3. Meet all material requirements of the RFQ;
4. Presents a cost-effective submission;
5. Demonstrate ability to complete requested services within desired timeframe; and RFQ
6. Provides history of previous programming
7. Can provide positive feedback or references from previous programming

B. Forest Preserve Rights

It is not a guarantee on the part of the Forest Preserve that a submitting party to this RFQ will be selected or that the Forest Preserve will provide work to the submitting party. The Forest Preserve reserves the right at any time and for any reason to cancel this RFQ, or to reject any, some, or all of the submissions. The Forest Preserve reserves the right to modify the requirements set forth in this RFQ and/or to request additional information from a submitting party. The Forest Preserve reserves the right to waive any informality in the Qualifications. The Forest Preserve reserves the right to make the award on an all or partial basis or split the award to multiple submitting parties. If a split award impacts the services or cost it must be so stated in the submitting party's Qualifications. Interpretation of the wording of this document shall be the responsibility of the District, and that interpretation shall be final.

C. Right to Inspect

The Forest Preserve reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the submitting party and any proposed subcontractors and to reject any submission regardless of price if it shall be determined that, in the Forest Preserve's sole discretion, the submitting party is deficient in any of the essentials necessary to assure acceptable standards of performance. The Forest Preserve reserves the right to continue this inspection procedure throughout the life of any contract resulting from this RFQ.

D. Evaluation Process

An evaluation committee comprised of Forest Preserve personnel will evaluate all responsive Qualifications in accordance with the evaluation criteria and weights detailed above in Section 5.A. (Evaluation Criteria). This evaluation process may

result in a number of organizations and/or individuals being asked to provide a variety of programming around the county over the next 12 to 24 months in the Forest Preserves. A specific scope of work will be created with each awardee that will outline the specific programming they will be providing, which locations, over the course of which dates and with a specific contracted not to exceed fee. The evaluation committee, at its option, may request that all or short-listed submitting parties make a presentation, offer customer testimonials, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches. With respect to any requested presentations, no submitting party will be entitled to present during, or otherwise receive any information regarding, any presentation of any other submitting party.

E. Best and Final Offer

The Forest Preserve reserves the right to request a best and final offer from any finalist submitting party, if it deems such an approach necessary. In general, the best and final offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Qualifications. If the Forest Preserve chooses to invoke this option, Qualifications will be re-evaluated by incorporating the information requested. The specific format for the best and final offer would be determined during evaluation discussions. Turnaround time for responding to requests for a best and final offer is usually brief (e.g., five (5) business days).

F. Evaluation Criteria and Weights

The Forest Preserve intends to select firms that best meet the needs of the Forest Preserve and provide the best overall value. The primary objective of the evaluation process is to select submitting parties who meet the following evaluation criteria (with weights to indicate importance): RFQ

1. Project Understanding and Approach (15%)
2. Similar Project Experience (25%)
3. Specialized Experience (25%)
4. Project Team-Key Personnel and Effective Use of Subconsultants (15%)
5. Capacity to do the Work in the Desired Timeframe (5%)
6. Overall Completeness of Submittal (5%)
7. Cost Effective Submission (5%)
8. Complete Submission: meets all material requirements of the RFQ (5%)

G. Final Selection Process

Upon review of all information provided by submitting parties, the evaluation committee will make a recommendation for selection to the Director of Procurement.

The Forest Preserve reserves the right to check references on any projects performed by the submitting party whether provided by the submitting party or known by the Forest Preserve. If required, the selected Qualifications will be

submitted for approval to the Forest Preserve's Board of Commissioners. Upon approval of the selected submitting party or parties, the form of contract in Attachment 10 will be finalized by the Forest Preserve and presented to the selected submitting party or parties for signature.

H. Selection Process Following Qualification

On a transaction or project specific basis, the District may subsequently request additional information from qualified firms that may include such items as:

- Knowledge of FPD goals for the specific project or transaction; and/or
- Proposed fees for the engagement

Based on the project or transaction specific responses, the District may recommend the selection of one or more parties to be involved with a specific project or transaction.

6.0 RFQ ATTACHMENTS¹

- 1-A Proposed Offering and Fees
- A1 Description of Costs and Services
- A2 Certificate of Qualification
- A3 Tax and Fee Delinquency Certification
- A4 Disclosure of Ownership Interest Statement
- A5 Disclosure of Lobbyist Contacts
- A6 Familial Disclosure Form
- A7 Insurance Requirements/ Certificate of Insurance (Please submit current Certificate of Insurance)
- A8 Addenda Acknowledgment Form
- A9 Declaration of Child Support Obligations
- A10 Short-Form Independent Contractor Services Agreement

¹ In the Attachments to this RFQ, the Forest Preserves of Cook County may be referred to as the "Forest Preserve District of Cook County" or the "District."

Attachment 1 - Description of Requested Services

1. **Services.** The Forest Preserve is seeking organizations and/or individuals to provide Cultural and History **programming opportunities that reflect the rich diversity of Cook County in the Forest Preserves at a variety of sites and locations around the County.** Respondents to this RFQ must describe ability and willingness to provide requested services.

A sample Schedule and Cost Proposal Form is attached to this Attachment 1 as Attachment 1-A.

2. **Background information.** The Department of Conservation and Experiential Programming is seeking organizations and individuals to provide Cultural and History programming for public programs and special events held by the Forest Preserves at various Forest Preserves locations throughout Cook County.

Forest Preserves programming goals are to connect people to the rich natural resource that is the Forest Preserves and with this programming to the rich and diverse cultural history that makes up Cook County. Proposed Cultural & History Program should strive to provide audiences with both a connection to nature and to the many rich ethnic cultures that make up Cook County.

The Forest Preserves is also looking to work with partnering organizations to celebrate a number of cultural history month and holiday programs including but not limited to Martin Luther King Day, Black History Month, Juneteenth, Women's History Month, The Lunar New Year, Hispanic Heritage Month, Asian American and Pacific Islander Month, Arab American Heritage Month, Calumet Heritage Days, LGBTQ Pride Month and Native American History Month.

The Forest Preserves is also looking to celebrate the rich diversity of Cook County year round with many different programs that could include but are not limited to dance, music, drama, poetry and storytelling performances and/or workshops; historical tours of historic places like the underground railroad sites as they relate to the Forest Preserves of Cook County, cultural traditions related to nature and the outdoors and leaders in conservation, land management and/or the sciences.

The annual expenses on each contract arising out of this RFQ would not exceed \$10,000 in one year. The chosen organizations/individuals would need to sign the attached certifications and provide a certificate of insurance with the Forest Preserves of Cook County listed as an additional insured (see attached example). Additionally, FPCC's standard short form contract (a sample is attached) would be signed by both parties. The Forest Preserves reserves the right to choose more than one organization/company to render these services and to award partial contracts for specific services. We host several events in a calendar year and sometimes hire program services to be part of these events/programs. Most events are outdoors and often at sites with limited access to electricity.

The Forest Preserves will ask partnering organizations to provide their programming representing the Forest Preserves of Cook County. This will include providing an introduction to the Forest Preserves, providing the Forest Preserves land acknowledgement, providing brochures or other information from the Forest Preserves to patrons, getting feedback from the participants on a specific Forest Preserves survey about the event/activity and providing a report to the Forest

Preserves at the completion of the events/activities. This will all be provided in a Partnership Guidelines document as part of the contracting process.

3. **Contract Term.** The Forest Preserve anticipates using the services requested in this RFQ starting in Summer 2025, some programming could also be planned for Winter and Spring of 2026. The Forest Preserve anticipates that each contract term will be for up to one year(s).
4. **Budget.** The estimated budget for each contract will not exceed \$10,000 per vendor per year.

5. **In Your RFQ Response, Please Provide:**

Contact Information

- Name
- Company/Agency
- Owner/Operator
- Website (if applicable)
- Address
- Phone number
- Email
- Emergency Contact info and emergency contact procedures including non-businesshour emergency procedures.

Narrative (3 pages max)

- History and mission/vision;
- Experience performing and/or presenting in front of audiences.
- Program/performance offerings.
- Dates, seasons you are proposing to offer
- Information on specific activity/performance you would provide – including length or duration.
- Link to previous activities
- How does your proposal connect people to nature and/or The Forest Preserves and tell the story of the rich and diverse cultural history of Cook County.

ATTACHMENT 1A – Proposed offering and fees

While pricing will not disqualify a submission, pricing will be considered for specific projects. The District reserves the right to negotiate rates that are lower than those set forth in the pricing Qualification based on the needs of specific projects.

Offering	Fee

Attachments*

Attachment 1	Description of Services and Costs
Attachment 2	Certificate of Qualification*
Attachment 3	Tax and Fee Delinquency Certification*
Attachment 4	Disclosure of Ownership Interest Statement*
Attachment 5	Disclosure of Lobbyist contacts*
Attachment 6	Familial disclosure Form
Attachment 7	Insurance Requirements/ Certificate of Insurance (Please submit Certificate of Insurance)
Attachment 8	Addenda Acknowledgement Form
Attachment 9	Affidavit of Child Support Obligations*
Attachment 10	Short-Form Independent Contractor Services Agreement

All applicable Attachments must be fully completed and submitted by the date and time responses are due for this quote. Failure to do so may cause your response to be deemed non-responsive.

****Notary Required**

Attachment 1

DESCRIPTION OF COSTS AND SERVICES

(See Attached)

Attachment 2

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 this 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, this 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 (15 U.S.C. 1-7) and Clayton Act (15 U.S.C. 12-27; 29 U.S.C. 52-53); or
3. has been convicted of bid-rigging or attempting to rig bids 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 (15 U.S.C. 1-7) and Clayton Act (15 U.S.C. 12-27; 29 U.S.C. 52-53); 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 adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., the Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., the

Employee Classification Act, 820 ILCS 185/1 et seq., the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., or any comparable state statute or regulation of any state, which governs the payment of wages; or

8. 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
9. 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
10. has entered a plea of *nolo contendere* to charges of bribery, price fixing, bid-rigging, fraud, or wage theft as set forth in sub paragraphs (1) through (7) above.

I, _____ of _____,
(TITLE) (BIDDER)

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

____ Bidder 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.

____ Bidder 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.

____ Bidder 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)

Attachment 3

TAX AND FEE DELINQUENCY CERTIFICATION

(See Attached)

Tax and Fee Delinquency

Completion of this form is required

In an Ordinance approved by the Forest Preserve District of Cook County Board of Commissioners on March 3, 1993, it is provided 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
(BIDDER)
truth, do hereby affirm that the following is true and correct to the best of my knowledge:

1. _____, is/are not an owner(s) of real
(BIDDER)
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; **OR**
2. The following is a complete list of real estate owned by _____
(BIDDER)
in Cook County (list Permanent Index Numbers):

(Signature) (Office/Title)

Subscribed to before me this _____ day of _____, 20____.

NOTARY SEAL & SIGNATURE

Attachment 4

DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

(See Attached)

Disclosure of Ownership Interest Statement Completion of This Form is Required

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for District Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and Is listed on the Applicant's Statement (a "Holder") must file a Statement and complete section #1 only under **Ownership Interest Declaration**.

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

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

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

Identifying information:

Name _____ D/B/A: _____ EIN NO: _____

Street Address: _____

City: _____ State: _____ Zip Code _____

Phone No: _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership interest Declaration:

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

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

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

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

Declaration (check the applicable box):

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

the Holder has withheld no disclosure as to ownership interest nor reserved any Information required to be disclosed.

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

Signature _____	_____
-----------------	-------

Date _____	_____
------------	-------

E-mail address _____	Phone Number _____
----------------------	--------------------

Subscribed to and sworn before me

This _____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

ATTACHMENT 5

COMPLETION OF THIS FORM IS REQUIRED

COMPLETION AND NOTARIZATION OF THIS FORM IS REQUIRED

Disclosure of Lobbyist Contacts

List all persons or entities that 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)

Attachment 6

FAMILIAL DISCLOSURE FORM

The evaluation process for responses to this RFP is intended to be free from any conflict of interest that may prevent an objective evaluation. The person responding to this RFP must disclose his or her familial relationships with employees and appointed or elected officials of the Forest Preserves of Cook County (the "Forest Preserve"). If the submitting party is a business entity, then the business entity must disclose the familial relationships with the Forest Preserve's employees and appointed/elected officials by the individuals who are and, during the year prior to the submission of this RFP, were:

- Members of the entity's board of directors,
- Officers or partners of the entity,
- Employees or independent contractors responsible for the general administration of the entity,
- Agents authorized to execute documents on behalf of the entity, and
- Employees who will be directly engaged in doing work with/for the Forest Preserve on behalf of the entity.

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a Forest Preserve employee or elected/appointed official, or any person who is related to such an employee or official, whether by blood, marriage or adoption.

Disclose any familial relationships here:

☐ Not Applicable

Signature of Authorized Representative:

(Signature)

Attachment 7

Cook County Forest Preserve District Insurance Requirements (Professional)

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Consultant (Contractor) shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the District, District's Board of Commissioners and employees of the District.

The Consultant shall waive its rights of recovery against District, District's Board of Commissioners and employees of District which Consultant may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Consultant

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Agreement. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the District.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Agreement, written approval is granted by the District's Purchasing Agent for variance from those limits.

Consultant shall require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverage for them. All Subconsultants are subject to the same insurance requirements as Consultant.

Coverages

(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
- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

_____ A.Liability - All Autos: Bodily Injury & Property Damage -
\$1,000,000 per Occurrence

_____ B.Uninsured/Underinsured Motorists: Per Illinois
Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the limits specified above, Consultant shall secure and maintain additional limits in the amount necessary to increase the overall coverage to \$3,000,000 each occurrence for all liability.

(e) **Professional Errors & Omissions Insurance**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the District under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this Agreement and the Consultant shall annually provide the District with proof of renewal.

Additional requirements

(a) **Additional Insured**

Cook County Forest Preserve District, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(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 Purchasing Agent.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Agreement shall be endorsed to provide that the insurance company shall notify the District's Purchasing Agent at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences

performance of its part of the work, Consultant shall furnish to the District certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

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

Attachment 8

Addenda Acknowledgement Form

IMPORTANT NOTICE: Each Proposer shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its proposal. Failure to acknowledge receipt of any addenda issued via submittal of this form may render the proposal non-responsive.

RFP No.: _____

Project Name: _____

☐ Addendum No. 1

☐ Addendum No. 2

☐ Addendum No. 3

☐ Addendum No. 4

☐ Addendum No. 5

☐ N/A (No Addenda Issued)

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Attachment 9



Declaration of Child Support Obligations

This form must be completed by all Applicants seeking issuance or renewal of a County Privilege.

Applicable law provides that every applicant for a County Privilege shall be in full compliance with any child support order before such applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege and may revoke any County Privilege.

- **Applicant:** any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.
- **County Privilege:** any business license, including but not limited to liquor dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$10,000.
- **Substantial Owner:** any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial owner means that individual or sole proprietor.

All Applicants are required to complete this declaration and comply with the Child Support Enforcement Ordinance. An Applicant's signature on this form constitutes a certification that the information provided below is correct and complete, and that the individual signing this form has personal knowledge of such information.

Section A: Applicant Information:

If Applicant is a business entity with no Substantial Owners, check Box D in Section B.

Business Name:

If Applicant is a business entity with Substantial Owners as defined above, each Substantial Owner must complete and submit this declaration.

Last Name:

First Name:

Date of Birth:

Social Security Number (last four digits):

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

Section B: Child Support Obligation Information:

The undersigned Applicant, being duly sworn on oath or affirmation hereby states that, "To the best of my knowledge": (click check box left of questions "A", "B", "C", or "D" as is appropriate)

- ☐ **A.** I do not have judicially or administratively ordered child support obligations.
- ☐ **B.** I have an outstanding judicially or administratively ordered obligation, but is paying it in accordance with the terms of the order.
- ☐ **C.** I am delinquent in paying judicially or administratively ordered child support obligations.
- ☐ **D.** I am an authorized representative of the applicant. The applicant does not have any Substantial Owners as described above.

The undersigned Applicant understands that failure to disclose any judicially or administratively ordered child support debt will be grounds for denying, suspending, or revoking County Privilege(s); and, declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Applicant Signature:

Date:

For Internal Office Use Only:

Department Name:

Contact Name:

Date Received:

Contact Email:

Contract/Permit/Application Number:

Attachment 10

FOREST PRESERVE DISTRICT OF COOK COUNTY Short Form Independent Contractor Services Agreement

Contract No. _____

This Agreement, including attachments and exhibits, if any, between the Forest Preserve District of Cook County ("FPDCC") and the Independent Contractor whose name appears below, is for the provision of certain services to the FPDCC under the terms and conditions as provided herein:

1. Name of Independent Contractor: _____ and name of authorized representative: _____.

2. Contract Term: This Agreement will be in effect beginning on _____ and, unless terminated earlier by the FPDCC, shall continue through _____.

3. Scope of Services: The Independent Contractor shall perform the services described in Exhibit A to this Agreement.

4. Compensation: The FPDCC shall compensate the Independent Contractor in the following terms: _____.

Payment will be made upon the submission of invoices evidencing completion of work. The total amount of compensation to be paid by FPDCC to the Independent Contractor under this Agreement shall not exceed _____.

5. Relationship of Parties: It is expressly understood by the parties that all of the Independent Contractor's actions under this Agreement shall in fact be as an independent contractor and that this Agreement does not constitute any type of employment, partnership, joint venture or similar undertaking as between the parties.

6. Termination: The FPDCC may terminate this Agreement, in whole or in part, at any time and without prior notice to the Independent Contractor, except that such termination shall not affect the Independent Contractor's right to payment for services rendered prior to termination.

7. Governing Law: The laws of the State of Illinois shall govern this Agreement. Venue of any action arising out of this agreement shall be proper only in the state or federal courts located in Cook County, Illinois.

8. Compliance with Laws: Independent Contractor shall abide by all applicable federal, state and local statutes, ordinances, rules, and regulations, including those of the FPDCC.

9. Non-Discrimination: Independent Contractor shall not discriminate in the performance of this Agreement on the basis of sex, sexual orientation, religion, color, race, national origin, physical handicap, ancestry, age, marital status, unfavorable discharge from military services, parental status, or other legally protected class.

10. Right to Decide Questions: Should any question or dispute arise as to any term in this Agreement, the matter shall at once be referred to the General Superintendent of the FPDCC for consideration. The final decision of the General Superintendent of the FPDCC regarding the proper performance of the terms of this Agreement shall be a condition precedent to any action at law or equity.

11. Indemnity: To the extent allowed under applicable law, Independent Contractor agrees to and does hereby expressly assume all responsibility for, and agrees to indemnify, save and hold harmless, and at FPDCC's option, defend FPDCC, its commissioners, officers, employees, volunteers, contractors and agents (collectively, the "FPDCC Indemnitees") against, any losses, claims, damages, liabilities, actions, suits, proceedings, costs or expenses that FPDCC Indemnitees may suffer, incur or sustain or for which it or they may become liable (including, but not limited to, personal and bodily injury to or death of persons or loss or damage to property, mechanic's or materialman's liens or claims) resulting from, arising out of, or relating to any acts, errors or omissions in the performance by Independent Contractor under this Agreement. This provision will survive the termination or expiration of this Agreement.

12. Insurance. The Independent Contractor is liable for any claim, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Independent Contractor and/or its agents, employees or sub-contractors. The Independent Contractor shall maintain, for the duration of this Agreement, a policy or policies of insurance with commercially reasonable coverage and limits, including but not limited to, General Liability Insurance. The insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses. The Independent Contractor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. FPDCC reserves the right to request a certificate of insurance at any time.

13. Notices: Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) e-mail transmission during regular business hours; (c) overnight courier; or (d) first class U.S. mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by e-mail transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by first class U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other places as the parties may from time to time designate in writing a notice given hereunder.

Forest Preserve District of Cook County
Office of General Superintendent
536 N Harlem
River Forest, IL 60305
Eileen.Figel@cookcountyl.gov
Attn: Eileen Figel, Interim General Superintendent

With a copy to:

Forest Preserve District of Cook County
Legal Department
69 W. Washington, Suite 2010
Chicago, IL 60602
Lisa.Lee@CookCountyIL.Gov
Attn: Lisa Lee, Chief Attorney

INDEPENDENT CONTRACTOR

[INSERT INDEPENDENT CONTRACT CONTACT INFORMATION]

14. Entire Agreement: This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may not be amended except by written instrument signed by both parties.

Accepted: **INDEPENDENT CONTRACTOR**

Name (Printed): _____

Title: _____

Signature: _____

Date: _____

Accepted: **FPDCC**

Name (Printed): Eileen Figel, Interim General Superintendent

Signature: _____

Date: _____

DRAFT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	CONTACT: NAME: _____ PHONE (A/C, H/S, Ext): _____ FAX (A/C, H/S): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED 	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/CC/YYYY)	POLICY EXP (MM/CC/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ex commercial) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMINGP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO: <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS					COMBINED SINGLE LIMIT - LIABILITY \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe below: _____ Y/N <input type="checkbox"/> N/A					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER: _____ E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cook County Forest Preserve District, its officials, employees, and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

CERTIFICATE HOLDER

CANCELLATION

Forest Preserves of Cook County
69 West Washington Street, Suite 2000
Chicago, Illinois 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE