



Wilmette Park District Request for Proposals

Concession Services for Gillson Park 2019

January 21, 2019

Submission Deadline: February 22, 2019 at 10:00am

Steve Wilson, Executive Director

Wilmette Park District
1200 Wilmette Avenue
Wilmette, Illinois 60091
Phone (847) 256-9617
Fax (847) 256-7908
swilson@wilpark.org

January 21, 2019

To Whom It May Concern:

The Wilmette Park District is seeking proposals from interested Food Service Providers, Concessionaires and other firms that are capable of providing concession service to the standards detailed in this packet at the Wilmette Beach located in Gillson Park, corner of Lake Avenue and Michigan Avenue. Wilmette, Illinois.

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:

“Wilmette Park District Concession
Services for Gillson Park Proposal”

Proposals should be delivered to the following address:

Wilmette Park District, Administration Office
1200 Wilmette Avenue
Wilmette, IL 60091
ATTN: Steve Wilson, Executive Director

Proposals will be received no later than 10:00 a.m., Friday, February 22, 2019.

Questions regarding this project or the enclosed documents can be directed to Steve Wilson at swilson@wilpark.org or (847) 256-9617.

Sincerely,

Steve Wilson
Executive Director

Enclosures

Wilmette Park District Request for Proposals Concession Services for Gillson Park

This Request for Proposals (RFP) is for the purpose of selecting a Licensee to provide a quality food service at Gillson Park, including Wilmette Beach, in conjunction with Wilmette Park District standards and existing facility hours of operation.

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: Wilmette Park District,
Administration Office
1200 Wilmette Ave
Wilmette, IL 60091
Attn: Steve Wilson, Executive Director

Submission Date: Friday, February 22, 2019 10:00 a.m. C.D.S.T.
Proposals received after the time specified will not be considered.

Contact: Steve Wilson, Executive Director,
swilson@wilpark.org or (847) 256-9617

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

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

General Information

Introduction

Gillson Park is a 60 acre lakefront property that includes Wilmette Beach along the North Shore. **Wilmette Beach** operation is open Memorial Day weekend through Labor Day. General beach hours of operation are 9 a.m. to 8 p.m. Monday through Sunday.

Intention

The District is soliciting proposals from qualified food service providers interested in operating the concession service at the Wilmette Beach.

Scope of Services

Proposer will staff, manage and operate the concession operations noted. The hours of operations will be 11am-6:30pm daily during season. Hours of operation must be communicated to general public via approved signage, including any hours of operation adjustments. It is the responsibility of the contractor to provide all labor, insurance and materials to operate the food service operations in an efficient and friendly manner. The Park District will retain control of any exterior vending machines.

Examination of the Sites

Wilmette Beach house and parking lot are currently under construction. At this time, the projected finish date is Spring 2019. Therefore examination of the site is impossible. In Exhibit #3, you will find the concession area plans. Please familiarize yourself with the plans. A submission of a proposal implies that an examination of the plans has been made and provider is prepared to operate with all amenities.

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

The Wilmette Park District 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

The Wilmette Park District 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, Wilmette Park District will open negotiations with the next ranked firm.

Reserved Rights

Wilmette Park District 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

Wilmette Park District 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 Gillson Park Concession Operating Agreement (“Agreement”) with the District in that form attached hereto as Exhibit #4. 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

Wilmette Park District 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.

Additional Information

Should the proposer require additional information about this proposal, please e-mail to Steve Wilson at swilson@wilpark.org no less than seven (7) days prior to the proposal opening date. 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 Wilmette Park District 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
- Business Plan including hours of operation and staffing schedule
- General Information and References Sheets
- Licensee Qualifications
- Supply a sample menu with prices for each facility

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 Wilmette Park District 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 Wilmette Park District
- 3) Knowledge of the Wilmette Park District
- 4) Knowledge of the Village of Wilmette
- 5) Value-added services
- 6) Similar services performed for other organizations of comparable size and structure as the Wilmette Park District
- 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 Wilmette Park District 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) Wilmette Park District'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 Wilmette Park District 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 Wilmette Park District, 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 Wilmette Park District, 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 Wilmette Park District 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 Wilmette Park District 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 Agency 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 Agency to demand such 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.

Agency 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 Agency.

Failure to maintain the required insurance may result in termination of this Agreement at Agency'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 Agency whenever requested.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Agency'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 Wilmette Park District, 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 Wilmette Park District, 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 Cook 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 or herself with all of the license agreement documents as listed in the table of contents and 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 themselves with site conditions. The proposer's signature on the proposal shall be the Agency'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 operation out of the concession stand at Gillson Beach, facilities of the Wilmette Park District, to a qualified food service provider. The space provided will be located in each facility. The Wilmette Park District reserves the right and currently contracts out for vending machines at the facilities.

Background

Gillson Park offers 60 acres of beautiful lakefront property, ideal for picnics, bicycling, volleyball, soccer, tennis, and many other spring and summer outdoor activities on the North Shore. The beach and park has several special events and is also available for parties. It is open 7 days a week. Gillson Beach is located along the shores of Lake Michigan and underwent a 10 million dollar renovation in 2018-2019. Gillson Beach features a guarded swimming beach and a sailing beach. 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 Gillson Beach.

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 #2: 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.

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.

Gillson Beach

Saturday of Memorial Day Weekend through Labor Day
Monday-Sunday 11:00am-6:30pm

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 Lakefront Manager or Lakefront Assistant Manager. 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. In addition the provider is required to provide a menu display board for each facility.

Utility and Maintenance Expenses

Utility expenses (electric, water, gas) of the licensed space shall be paid by the Wilmette Park District. 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

Wilmette Park District Facilities Concessions

Gillson Beach: 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 1st through September 30th for each calendar year of the term of the license.

Gillson Beach Seasonal License Fee\$ _____
_____ dollars and _____ cents

The Park District will retain the option to renew for a second year at this same rate.

TOTAL LICENSE FEE: \$ _____

Sample Menu with Prices for Facility 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 Wilmette Park District 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 (5) 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 _____

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, 2018 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 Gillson Beach:

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.

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.

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

Licensee Profile

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

B. What is your business philosophy?

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

D. What is your current staff and organization structure?

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

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

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

Exhibit #1

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 Wilmette Park District 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 Wilmette Park District in canceling this Agreement shall not be construed as Wilmette Park District's consent to such violation and shall not constitute a waiver of any rights the Wilmette Park District may have, including without limitation cancellation of this Agreement.

WILMETTE PARK DISTRICT
“Concessions Services for Gillson Park 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: _____, 2019

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: _____, 2019

Notary Public

[Notary Seal]

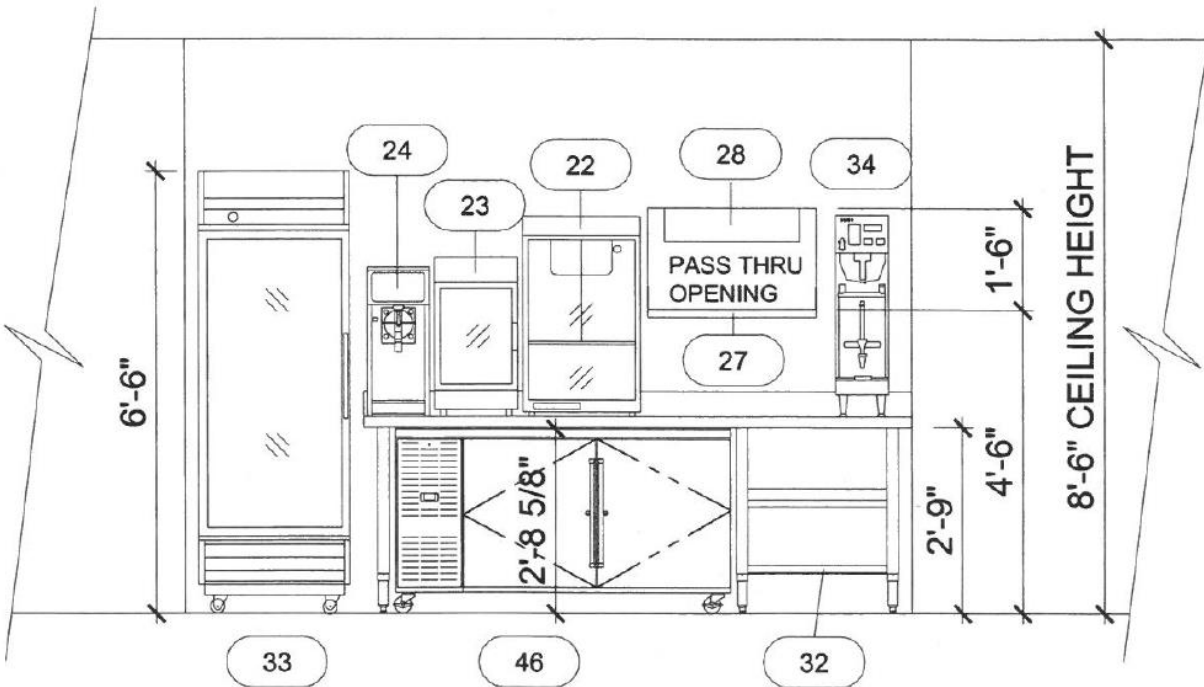
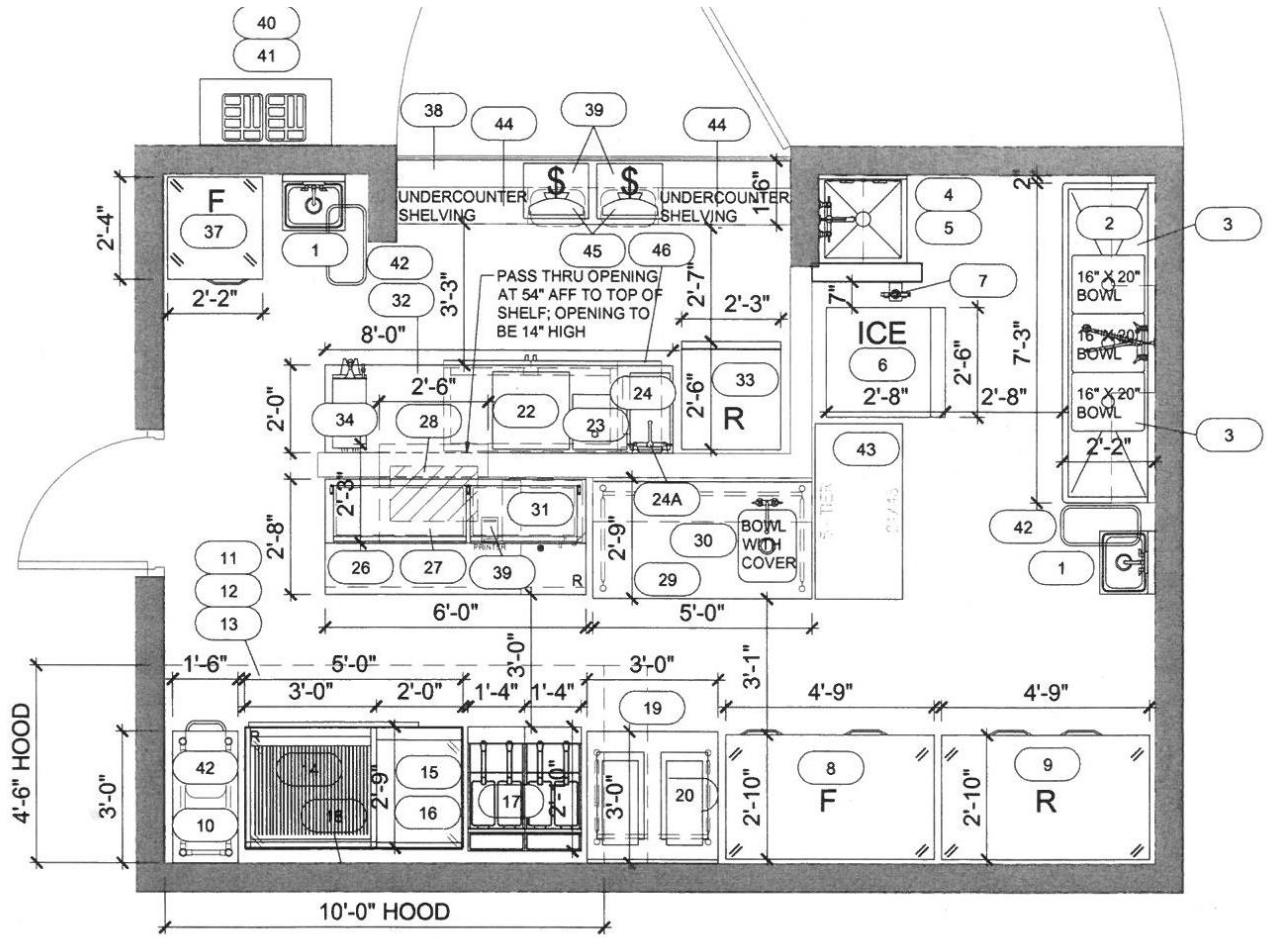
Exhibit #2

Licensed Equipment

Equipment List Gillson Beach

380 Square Feet
1300 Square Feet Deck Available for Rentals
Electric Ice Machine
Commercial Freezer
Reach In Freezer
Reach-In Commercial Refrigerator
Exhaust Hood, Fan, Fire Suppression System
Heavy Duty Counter Model Gas Charbroiler
Heavy Duty Gas Griddle
Low Profile Refrigerated Equipment Stand
Solstice Gas Fryer
Glo-Ray Portable Foodwarmer
Popcorn Popper
Display Case, Hot Food Countertop
Frozen Beverage Machine
Pizza Preparation Refrigerator
Glo-Ray Heat Lamps
Prep Counters and Storage Shelves
Microwave
Reach In Glass Refrigerator
Bunn Commercial
Coffee Maker and Warmers
Low Height Back Bar Refrigerator

Exhibit #3



COUNTER ELEVATION

SCALE 3/4" = 1'-0"

Exhibit #4

CONCESSIONS OPERATING AGREEMENT

THIS OPERATING AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the Wilmette Park District ("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 Gillson Beach.
- B. Vendor desires to operate concession stand facility at Gillson Beach.

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) Gillson Beach (“Facility”).
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
\$ _____
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 Facility 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 Facility.

7. **Termination:** This Agreement may be terminated by either party at any time on five (5) day's 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 (30) day's prior written notice. Upon expiration or termination of this Agreement, Vendor shall quit and peacefully surrender the Facility to the Park District, and the Park District, upon or at such expiration or termination, may, without further notice, enter on and reenter the Facility and possess and repossess itself thereof by force, summary proceedings, ejection, or otherwise and may dispossess Vendor and remove Vendor and all other persons and property from the Facility and may have, hold and enjoy the Facility 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 Facility 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 Facility 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 January 21, 2019, 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 Facility, including but not limited to all applicable codes, laws ordinances, and regulations of the Village of Wilmette, the Wilmette Park District, the Cook County, 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 Facility, including a permit from the Cook 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 Facility, 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 Facility without the prior written approval of the Park District. Immediately upon termination of this Agreement for any

reason, Vendor shall return the Facility 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 Facility 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 Facility 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, at Vendor sole cost and expense. Vendor may lease from contractual vendors and install some standard equipment in the Facility, 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. **Trash:**
Vendor shall be responsible for the disposal of trash generated by its operation on the and at the Facility. The Park District will contract and /or perform the off-site disposal of refuse generated by Vendor.
16. **Grounds:** In addition to maintaining the Facility, as provided in paragraph 15, Vendor will keep an area of 150 feet from the Facility in all directions free and clear of all litter generated from Vendor operations. Vendor will inspect the grounds surrounding the Facility 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.

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.

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: _____