

HAMILTON COUNTY STATE FISH & WILDLIFE AREA

CONCESSION BUILDING & BOAT RENTAL

Solicitation #8852-4

**REQUEST FOR PROPOSAL
(RFP)**

Prepared By:

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

January 15, 2016

The solicitation package consists of these parts:

	<u>Page</u>
Section 1 - Instructions, Dates, Reservations and Other General Information.....	1-5
Section 2 – How The Agency Will Evaluate Offer	6-8
Section 3 - Vendor's Proposal to the State	9-11
Section 4 – Vendor Check List for Offer to State Of Illinois	12-14
Section 5 - Financial Return to the State	15
Section 6 - Standard Terms and Conditions	16-22

REQUEST FOR PROPOSAL

SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

1.1 INTRODUCTION: The State of Illinois, Department of Natural Resources (DNR), will accept proposals from responsible Vendors interested in the operation of a restaurant and boat rental at Hamilton County State F&W Area located near McLeansboro, Illinois. The concession operation at Hamilton County State F&W Area will be authorized to rent, sell, serve or dispense food, confections, hot and cold nonalcoholic beverages, beer and wine with food service if properly licensed and insured, boat rental, boating supplies, bait, fishing supplies, fishing and hunting licenses, picnic and camping supplies, Native Illinois Firewood, State of Illinois Lottery tickets and to install vending machines at the leased area as determined by the Site Superintendent.

Hamilton County State Fish and Wildlife Area located 8 miles southeast of McLeansboro, is a 1,683 acre site ideal for outdoor enjoyment. A 75-acre lake provides water-based recreation which includes fishing and boating. Camping, picnicking, hiking, equestrian trails, field trials and hunting are available at this site. Further information on the park can be found at <http://dnr.state.il.us/lands/Landmgt/PARKS/R5/HAMILTON.HTM>.

Park attendance in 2014 was 218,867.

1.2 DESCRIPTION OF LEASEHOLD OFFERING: The nature of this leasehold offering is a concession lease for 5 years with an option to renew for an additional 5 years. The Vendor is expected to run the restaurant be open to the general public, and may provide services of food, confections, hot and cold beverages, beer and wine with food service if properly licensed and insured, bait sales, boat rental and other appropriate business, social and recreational activities.

Gross sales revenue which includes all services offered in the past is as follows:

Year	Total Gross Revenue
2004	\$68,059
2005	71,302
2006	65,063
2007	Closed
2008	Closed
2009	Closed
2010	\$28,115
2011	No report
2012	No report
2013	\$46,000
2014	No report

DNR will provide a list of all state-owned equipment which may be used by the Vendor (**Section 6 standard terms and conditions 6.12**). DNR expects the Vendor to make a capital investment of all other inventory required for the proper operation of the facility. It will be the responsibility of the Vendor to furnish all equipment necessary to properly operate the facility in a manner satisfactory to DNR and in accordance with modern standards and health codes.

In addition, the Vendor will be responsible for the proper operation of the all equipment and will be required to perform all maintenance and repairs to all furniture, the cooking exhaust hood, coolers/freezers, deep fryers and cooking range, vendor will also be required to pump out and maintain

the grease trap. Vendor will be responsible for filter changing, light bulb changing and cleaning and maintaining public restrooms facilities including all supplies. Vendor will be responsible for reasonable and normal exterior maintenance such as minor repairs to the facility, litter pick-up, cleaning the exterior of the of the concession facility, including cleaning windows, removal of nests and cobwebs.

The Vendor will be required to operate from April 1 through the last Sunday in October of each season. Days of operation will be Tuesday through Sunday. Hours of operation for the facility will be negotiated with DNR. DNR will be responsible for maintenance and repair of the concession building, including the mechanical, plumbing, electrical and HVAC systems, the docks and state-owned boats. DNR will be responsible for repairs to roads, walks, parking areas and mowing.

Vendor will be required to pay a lease amount to the State of Illinois on an annual basis. The exact lease payment, and specified payment day shall be negotiated by DNR with the selected Vendor prior to the execution of the resulting contract.

- 1.3 **PROJECT CONTACT:** If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any State officer or employee other than the State Project Contact. Only written answers to questions shall be binding on the State.

Bill Taft
One Natural Resources Way
Springfield, IL 62702
bill.taft@illinois.gov

Phone: 217/782-9633

Fax: 217/524-4082
TDD: 217/782-9175

- 1.4 **VENDOR CONFERENCE/SITE VISIT:**

Yes No

Mandatory Attendance: Yes No

Date and Time: N/A

Location: N/A

The purpose of the mandatory meeting is to discuss with prospective Vendor's the work to be performed, tour the location for the concession and afford each prospective Vendor an opportunity to ask questions regarding the RFP. If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet.

The Agency shall provide written responses to questions and only those written responses shall be binding. A copy of the questions and answers will be posted on the Illinois Procurement Bulletin and IDNR website, which may be viewed at www.purchase.state.il.us or www.dnr.illinois.gov/procurement. You are responsible for monitoring the website(s); the Agency cannot be held responsible if you fail to receive the optional e-mail notices.

The RFP is currently available on the Illinois Procurement Bulletin at www.purchase.state.il.us or IDNR website at www.dnr.illinois.gov/procurement. Interested parties will also be able to pick up copies of the RFP at the informational meeting, or they may wish to call Bill Taft at 217/782-9633 or email at bill.taft@illinois.gov and request a copy of the RFP to be mailed.

1.5 **OFFER DUE DATE, TIME AND SUBMISSION LOCATION:**

Due Date: February 2, 2016

Time: 2:00 P.M.

DELIVER OFFERS TO:
Illinois Department of Natural Resources
Attn: Bill Taft
Office of Concession & Lease Management
One Natural Resources Way
Springfield, IL 62702

LABEL OUTSIDE OF ENVELOPE / CONTAINER:
Hamilton County SFWA- Ref. #8852-4 - **DO NOT OPEN**
Due Date: February 2, 2016

Vendor Name & Address

The Financial Return to the State must be submitted with each proposal, but in a separate sealed envelope plainly marked on the outside "FINANCIAL RETURN TO THE STATE – HAMILTON COUNTY CONCESSION".

The Agency shall open Offers at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. The Agency does not allow e-mail, fax, or other electronic submissions. The Agency must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. The Agency will not consider Offers, modifications or withdrawals submitted after the due date and time. All times are State of Illinois local times.

DNR anticipates selecting an operator by March 15, 2016.

1.6 **NUMBER OF COPIES:** You must submit a signed original and **two** copies of the Offer in a sealed container. You must submit a separate sheet with the price sealed in the pricing envelope. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede the Department's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140).

1.7 **PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Phone: (217) 720-7267
Facsimile: (217) 558-1399
Illinois Relay: (800) 526-0844

1.8 **OFFER FIRM TIME:** Your offer must remain firm for 180 days from opening.

1.9 **AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive Offeror and most Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Administrative Code. However, if the State does not consider the Price to be fair and reasonable and

negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Offeror.

- 1.10 **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

- 1.11 **RESERVATIONS:** You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. The Agency reserves the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. The Agency may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer. The Agency shall make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the State. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, the Agency may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. The Agency is not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence any work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).

- 1.12 **GOVERNING LAW AND FORUM:** Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. The Agency does not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>.

- 1.13 **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Dept. of Revenue (312-814-3215) for information about tax credits. If you receive this tax credit you must report to the Dept. of Central Management Services the number of individuals hired for whom you received tax credits. You must submit this information by

August 31 of each year covering the previous 12 months (July–June) (PA 94-1067; 30 ILCS 500/45-67 and 45-70).

SECTION 2 - HOW THE AGENCY WILL EVALUATE OFFERS

2.1 The Agency evaluates seven categories of information: Responsiveness, Responsibility, Qualifications, Capital Investment, Financial Strength, Proposed Operation, and Price. The Agency shall consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If the Agency finds a failure or deficiency, the Agency may have to reject the Offer or reflect that in the evaluation.

2.1.1 **RESPONSIVENESS:** A responsive offeror is one who submits an offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

References: Offeror shall complete and submit the References in accordance with Section 3.5.

If completing **FORMS A**, required forms may include and may not be limited to:

- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. For more information, see Authorized to Do Business in Illinois in FORMS A SECTION, part 3.
- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in FORMS A SECTION, part 5.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in FORMS A SECTION, part 2.
- Standard Certifications: Offeror shall complete and return the Standard Certifications form in FORMS A SECTION, part 4.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in FORMS A SECTION, part 7.
- Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form FORMS A SECTION, part 6.
- Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in FORMS A SECTION, part 1.
- Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in FORMS A SECTION, part 8.

If completing **FORMS B**, then responsiveness may include and may not be limited to:

- Current Illinois Procurement Gateway registration #
- Disclosure of lobbyists for Offeror and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.

2.1.2 **RESPONSIBILITY:** A responsible offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith

performance. The State determines whether the Offeror is a “Responsible” offeror; an offeror with whom the State can or should do business. For example, the State may consider the following:

A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nor is it intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the offeror’s ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the vendor lacks the financial resources to perform under the Contract.

The State may require that an offeror correct any deficiencies as a condition of further evaluation. The Agency shall determine whether you are a “Responsible” Vendor; a Vendor with whom the Agency can or should do business.

2.1.3 QUALIFICATIONS OF THE VENDOR: The Agency shall determine the Vendor’s experience or the provable expertise in the field of operations, particularly such as may be directly related or comparable to similar projects of similar size and scope with retail sales.

2.1.4 PROPOSED CAPITAL INVESTMENT: The Agency shall analyze the value of the proposed capital investment.

- 2.1.5 FINANCIAL STRENGTH: The Agency shall determine the Vendor’s financial capability to meet the initial investment and continuing working capital requirements implicit in the concession operations.
- 2.1.6 CHARACTERISTICS AND QUALITY OF THE PROPOSED OPERATION OF THE FACILITY: The Agency shall determine the apparent adequacy and suitability of the Vendor’s concept for the concession operation, the proposed type and level of services offered, the proposed operation and maintenance procedures, the market strategy, and like aspects.
- 2.1.7 PRICE: The Agency shall identify the best financial return to the State of Illinois. Agency will consider variable flat fee rates. Agency reserves the right to negotiate the lease rental basis with the selected developer/operator.

2.2 **AWARD:** The Agency shall determine how well Offers meet the responsiveness requirements including the Vendor's qualifications, the Vendor's capital investment, financial strength, and proposed operation. The Agency shall rank Offers, without consideration of Price, from best to least qualified using a point ranking system as an aid in conducting the evaluation. Vendors who receive fewer than the minimum required points will not be considered for award.

The Agency shall determine whether the price is fair and reasonable by considering the Offer, and all prices submitted and other relevant factors. If the Agency does not consider the Price to be fair and reasonable and the Agency cannot negotiate to an acceptable Price, the Agency reserve the right to award and negotiate with the next highest ranked Vendor and reserve the right to cancel the award and take appropriate action to meet our needs.

The point evaluation system is described below:

The chart below shows the elements of Responsiveness that The Agency shall evaluate, their relative weights in point format and any minimum point requirements.

The total number of points for Responsiveness is: 180.

The minimum number of points required is: 108 Offeror must meet the minimum required points in each category in order to be considered responsive.

Responsiveness Elements	Minimum Required Points	Maximum Weight in Points
Qualifications of the Vendor	24	40
Proposed capital investment	21	35
Financial strength	27	45
Quality of proposed operation	36	60

2.2.1 The total number of points for Price is 10. The Agency shall determine Price points using the following formula:

Maximum Price Points (10) X (Offeror’s % of return of gross receipts or fee (averaged) / Offer with highest % of gross receipts or fee (averaged) = Total Price Points

2.2.2 The maximum number of points is 190 (Responsiveness 180 + Price 10).

SECTION 3 - VENDOR'S PROPOSAL TO THE STATE

- 3.1 The Agency shall consider the information you supply, and the quality of that information in response to this RFP. Statements must be complete and accurate. Omissions, inaccuracy or misstatement may be cause for rejection of a proposal. Statements and answers relating to each question in this questionnaire must be answered on sheets attached to the applicable questionnaire page. All statements and answers must be typed or legibly written. Photographs and other illustrative materials should be placed in an envelope identified by the Vendor's name and address.

By submission of a proposal, the Vendor acknowledges and agrees that DNR has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire, and authorizes the release to DNR of any and all information sought in such inquiry or investigation.

- 3.2 VENDOR'S METHOD OF OPERATION - detailed answers should be given for the following:

- 3.2.1 Describe your proposed operation of the facility, special services offered if any and proposed hours of operation. If you plan to expand or operate this facility beyond the mandatory season explain in detail your proposal.
- 3.2.2 A detailed plan to include a cost estimate for each area of operation (*ie restaurant, bait, any rentals*), along with the date for installation, to demonstrate your capital investment intentions. If applicable, include a description of other additional facility services, attractions and features and list equipment, costs, date of installation and any other information which you feel is relevant. Retail and rental items must be approved by the Agency. Food service, rentals and services offered should meet or exceed the needs of the park users, and be compatible with and complementary to the mission of the park.
- 3.2.3 Provide a comprehensive plan to maintain the concession facilities (**Section 6 standard terms and conditions 6.11**) in a first-class condition throughout the term of the contract. The maintenance plan criteria should include budget allocations, staff skills and qualifications, staffing patterns, and housekeeping and maintenance schedules.
- 3.2.4 Provide a description of the proposed project team, its members and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP. The organizational chart should illustrate the lines of authority, and designate the individual/s responsible for day-to-day management and operation.
- 3.2.5 Provide a price schedule for a representative sample of the proposed food service, rental products and associated concession services. The plan should include a definitive description and explanation of the policies to be used to establish prices for food service, bait shop sales, watercraft rentals, and other associated services. The plan should clearly demonstrate the relationship of pricing to product quality and portions. Implementation of this plan should provide park visitors with quality products and services at reasonable prices comparable to similar competing markets for food service, rentals, other services and shall include the cost of doing business.
- 3.2.6 Please provide in detail, how you plan to market the facility including, but not limited to, proposed approaches, methodologies, media, advertising materials, schedules, and budget allocations.

3.3 PROPOSED CAPITAL INVESTMENT - Please detail your proposed capital investment for the operation of this facility.

3.4 ESTIMATE OF GROSS RECEIPTS & EXPENSES

Demonstrate that you understand the financial obligations of the contract by providing the project's annual operating costs and gross revenues for each of the first two (2) years using the below statement. Provide an explanation of the method(s) used to prepare the estimates and the assumptions on which your projections are based. If you wish to provide additional information, do so on a sheet outside of the one provided.

Revenues:

(a)	\$ _____	
(b)	\$ _____	
(c)	\$ _____	
(d) Other	\$ _____	
Total		\$ _____

Cost of Sales:

(a)	\$ _____	
(b)	\$ _____	
(c)	\$ _____	
(d) Other	\$ _____	
Total		\$ _____

Gross Operating Income \$ _____

General and Undistributed Expenses:

(a) Administrative & General	\$ _____	
(b) Advertising & Promotion	\$ _____	
(c) Maintenance & Repair	\$ _____	
(d) Lease Payment	\$ _____	

TOTAL GENERAL & UNDISTRIBUTED EXPENSES

Gross Operating Profit \$ _____

(a) Real Estate (Leasehold) Taxes	\$ _____	
(b) Insurance	\$ _____	
Total		\$ _____

Net Operating Income \$ _____

3.5 **VENDOR'S EXPERIENCE STATEMENT:** Describe in detail the duration and extent of your business experience with special emphasis upon experience related to restaurant operations and businesses associated with your business proposal for the concession. Also, describe in detail the names and pertinent experience of the persons which will be directly involved in development and management of the business. List the names and locations of similar businesses currently owned and your percentage of ownership.

References: You must provide three reference letters from individuals, established private firms or government agencies, other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the supplies or services provided. You must attach your references with your proposal.

3.6 **VENDOR'S FINANCIAL DATA:** Financial information shall be treated confidentially, except in any litigation or arbitration proceedings between Vendor and DNR. DNR may furnish this information to another governmental agency requesting the information. (See Section 3.7 for samples of acceptable documentation. Vendors are not limited to the items suggested in this Section)

3.7 **PROPOSED METHOD OF FINANCING DEVELOPMENT:** Demonstrate your ability to obtain the required funds for start-up costs and continued operation under the Contract by providing credible, compelling documentations, particularly evidence from independent sources, such as bank statement, audited or reviewed financial statements, and signed loan commitment letters. Fully explain the financial arrangements you proposed, using the following guidelines:

- 1) If funds are to be obtained from operating cash flows, document each source and the availability of these funds by referring to your previous or current financial statements.
- 2) If funds are to be obtained from lending institutions (banks, savings and loans, etc) provide financing agreements, letter of commitment or similar supporting documents. The support documents must be on the lending institution's letterhead, include the amount of the loan, and a statement that the Vendor has authorized the lending institution to release any information to the DNR concerning relevant financing arrangements.
- 3) If funds are to be obtained from an individual, or a business entity whose primary funding source is an individual, provide the following appropriate with respect to each individual: Signed funding commitment from the individual; current personal financial statement certified as to accuracy and completeness by the individual submitting it; current bank/financial institution documents that verify the account and account balance for the primary funding source; documentation of any assets to be sold; and any other assurances or documents that demonstrate that the funds are available.
- 4) If funds are to be obtained from another source (ie, a business entity whose primary fund source is not an individual) provide the following as appropriate: signed funding commitment from the fund source; evidence that the source has the necessary funds to operate this business opportunity.

SECTION 4 – VENDOR CHECK LIST FOR OFFER TO STATE OF ILLINOIS

Project Title / Reference # 8852-4

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the State of Illinois that the State may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

Offeror hereby certifies that no person or entity representing their offer has retained a person or entity to attempt to influence the outcome of a procurement decision made under the Illinois Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined.

We have marked each box below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

SOLICITATION AND CONTRACT REVIEW: Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes No

ADDENDA: Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.

Yes No N/A

VENDOR CONFERENCE: If attendance was mandatory, Offeror attended the Vendor Conference.

Yes No N/A

OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

PRICING: Offeror has submitted pricing in a separate, sealed envelope.

Yes No

OFFER: Offeror has included the following information:

Yes No Vendor’s Proposal to the State includes:

- 3.2 Vendor’s Method of Operation – Vendor has responded to all six (6) questions in detail.
- 3.3 Proposed Capital Investment – Vendor has responded in detail.
- 3.4 Estimate of Gross Receipts & Expenses – Vendor has completed tables on page nine (9) of the RFP document.
- 3.5 Vendor’s Experience Statement – Vendor has provided appropriate reference documentation.

- 3.6 Vendor's Financial Data – Vendor has provided appropriate Financial Data.
- 3.7 Proposed Method of Financing Development – Vendor has utilized the guidelines provided and responded accordingly.

FORMS A/B SECTION: Offeror is properly submitting either FORMS A or FORMS B, but not both.

Yes No

FORMS A

- _____ Authorized to do Business in Illinois, if required (**MATERIAL**)
- _____ State Board of Elections, if required (**MATERIAL**)
- _____ Illinois Department of Human Rights Public Contracts Number, if required
- _____ Standard Certifications
- _____ Financial Disclosures and Conflicts of Interest
- _____ Disclosure of Business Operations in Iran
- _____ Business and Directory Information
- _____ Taxpayer Identification Number

FORMS B

- _____ Current Illinois Procurement Gateway Registration #
- _____ Disclosures of Lobbyists and Pending Contracts
- _____ Disclosure of Pending and Current Contracts
- _____ Certifications Timely to this Solicitation

Exceptions: In preparing the Offer we have taken (check one)

- _____ No Exceptions
- _____ Exceptions to the State's language or requirements in the following sections of the Offer:
 - _____ Lease Agreement Standard Terms and Conditions
 - _____ Details of the exceptions are shown (check one)
 - _____ in the text of each section of the Offer
 - _____ on a separate labeled attachment

Request for Confidential Treatment (check one)

- _____ We are not requesting confidential treatment for this Offer.
- _____ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. **We have supplied an additional copy of the Offer with confidential information deleted.** In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

Protests and Negotiations

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

Vendor Contact Person: The contact person for purposes of responding to any questions the State may have is:

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

(Vendor name and DBA)

(Signature of party authorized to bind the named Vendor)

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

E-mail _____

VENDOR NAME: _____

SECTION 5 - FINANCIAL RETURN TO THE STATE

The Price Proposal must be submitted in a separate, sealed envelope or container in the Offer container. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in this document. Required pricing details are shown below:

DNR anticipates that a fair lease payment on an annual basis is **no less than \$1,000.00 per year**. The price points will be determined by the average of the five (5) year's. DNR reserves the right to negotiate the final lease payment schedule with the selected Vendor.

2016 Lease Payment - _____

2017 Lease Payment - _____

2018 Lease Payment - _____

2019 Lease Payment - _____

2020 Lease Payment - _____

Lease payments shall be made annually, on a specified day, agreed upon by both parties and at the rates listed above.

SECTION 6 - LEASE AGREEMENT STANDARD TERMS AND CONDITIONS

6.1 PREMISES

DNR leases to Vendor upon the terms and conditions contained in the Lease, the "Premises" consisting of One concession building and property on which it stands and existing boat docks, located in Hamilton County State Fish and Wildlife Area, Section 26, Township 5 South, Range 7 East, of the 3rd Principal Meridian, in the County of Hamilton and the State of Illinois to be used for the purposes set out herein and for no other purpose whatsoever.

6.2 TERM

The initial term of this Lease is for five (5) years and shall commence upon the last dated signature of the Parties. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

6.3 RENEWAL

Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): **This agreement may be renewed for a five (5) year term in any one of the following manners:**

6.3.1 One renewal covering the entire renewal allowance;

6.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

6.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

Any renewal is subject to the same terms and conditions as the original contract except as stated below this subsection. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

6.4 TERMINATION FOR CONVENIENCE

The DNR may, for its convenience and with 60 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Obligations of State shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the property under the jurisdiction of State. In such event, the State and Vendor may agree to suspend the Concession operation and delay the effective date of the contract until such time as said funds become available. This contract may be terminated at any time upon mutual agreement between DNR and Vendor.

6.5 TERMINATION FOR CAUSE

DNR may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) DNR determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor violates any covenant, term or condition of the contract or does not fulfill Vendor's responsibilities as set forth in the

covenants, terms or conditions for any reason whatsoever (b) the Vendor has notified the DNR that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the DNR's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the DNR determines that the Vendor lacks the financial resources to perform the contract, the DNR shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date DNR may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, DNR retains its rights to seek any available legal or equitable remedies and damages.

6.6 PERIOD OF OPERATION

Vendor agrees that during the term of this Lease the concession shall be open and operating for the purpose of serving guests of the area from April 1 through the last Sunday in October of each season. The concession shall be open Tuesday through Sunday. Hours of operation will be negotiated with DNR.

6.7 LEASE PAYMENT

Vendor shall pay Rent to DNR in accordance with the Rent Schedule Section 5. Nonpayment of rent shall be considered cause for cancellation of the Lease if Vendor has not paid the rental fee within thirty (30) days after due.

6.8 CONDITION OF PREMISES

Vendor agrees and admits that no agreement or promise to alter, repair or improve the Premises, either before or after the execution of the Lease, has been made by DNR unless contained herein. Vendor agrees to return the Premises to DNR in a condition as good as or better than its condition at execution of this Lease by Vendor, less reasonable wear and tear.

6.9 TYPE OF SERVICE, FOOD AND MERCHANDISE

Vendor is authorized by DNR to rent, sell, serve or dispense food, confections, hot and cold nonalcoholic beverages, beer and wine with food service if properly licensed and insured, boat rental, boating supplies, bait, fishing supplies, fishing and hunting licenses, picnic and camping supplies, Native Illinois Firewood, State of Illinois Lottery tickets and to install vending machines at the leased area as determined by the Site Superintendent.

On an annual basis, Vendor agrees that the quality and selling price of all goods sold and services rendered at the concession shall be submitted to DNR. All prices charged to the public by the Vendor must be competitive with comparable facilities in the area. DNR reserves the right to object to the service and conditions of the premises and order the objectionable service and conditions discontinued or remedied.

6.10 EQUIPMENT

Any existing DNR equipment listed below may be utilized by Vendor, at his option, subject to the regulations found in Section 6.11 "**Maintenance, Repairs & Replacements**". Vendor will provide all additional equipment required for the proper operation of the concession.

Quantity	Description
1	Salad Prep Table
1	Deep Fryer
1	Freezer
1	Grill
1	Exhaust hood system with fire suppression
1	Food Warmer
30	Tables
120	Chairs

Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the Vendor and agreed to by DNR, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

6.11 MAINTENANCE, REPAIRS & REPLACEMENTS

Vendor shall be responsible for all interior maintenance. Vendor agrees to protect and preserve all equipment of DNR which is to be used in the operation of the concession. Vendor agrees to properly maintain and repair all of DNR's equipment used by Vendor in a manner acceptable to DNR and as is necessary to maintain quality standards of cleanliness and proper operation. Vendor shall be responsible for all interior decorating and painting of the leased premises. It shall be the responsibility of DNR to furnish all paint and materials. Vendor shall be responsible for all reasonable and normal exterior maintenance such as litter pick-up and window cleaning. Vendor shall be responsible for reasonable and normal cleaning of the exterior of the restaurant facility, including the removal of nests, cobwebs and dirt from the facility. Vendor shall be responsible for the pest control of the leased area, including the kitchen and restaurant. Vendor shall be responsible for service to the grease container. Vendor shall be responsible for pumping of the grease traps on a regular basis. Vendor shall be responsible for the daily maintenance (including all supplies) of the public restroom facilities. Vendor shall be responsible for garbage removal to approved designated dumpster.

DNR shall be responsible for all structural repairs and maintenance, all mechanical equipment and systems permanently attached to the concession structures, including but not limited to the heating and air conditioning systems, plumbing and electrical systems, for exterior structural maintenance, repair and painting, when such repair, maintenance and replacement does not result from improper use or operation of such systems on the part of Vendor or Vendor's agents, employees or guests. DNR shall be responsible for repair of roads, walks and parking areas. Except for designated areas, DNR shall be responsible for mowing, care of shrubs and trees, and ground maintenance of the leased premises

Vendor shall be responsible at Vendor's own expense for the daily maintenance, repair and replacement, when necessary, of all furniture, furnishings and equipment of Vendor. Vendor shall repair or replace any article of equipment owned by Vendor if it reasonably appears that the article should be repaired or replaced in order that the public receive the proper impression of the leased premises and adequate service.

6.12 CONSTRUCTION

Vendor shall not enter into any construction projects of any kind on the premises without written permission from DNR. DNR reserves the right to exercise various degrees of action, when deemed necessary by DNR, for contracting to remodel, repair, or develop the facilities, to carry out partial, selective, or complete rehabilitation of the facilities, and to limit public usage for a specified time period in order to perform these aforementioned activities without unreasonably disrupting the concession operation. DNR shall not be responsible for any loss of revenue to Vendor during such construction closure periods, unless otherwise ordered by the Court of Claims.

6.13 UTILITIES

DNR will provide water for the concession facility. Propane, electric charges, telephone and all other utility services necessary for the proper operation of the concession shall be the responsibility of the Vendor. DNR will be responsible for electric and propane charges during the months of closure.

6.14 INSPECTIONS/PERFORMANCE RECORD/SUSPENSION

DNR reserves the right to enter upon the Premises occupied by Vendor during regular operating hours to ensure compliance with the terms and conditions of the Lease, except as entry may unreasonably interfere with guests' use or Vendor's use of the Premises. DNR also reserves the right to enter upon the Premises at any time in case of an emergency situation, at the discretion of DNR. Upon request of the DNR, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The DNR may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time or to determine whether Vendor can be considered responsible on specific future contract opportunities.

6.15 TAXES

Vendor shall pay all taxes levied or assessed on the Premises, and all taxes and license fees growing out of or in connection with the operation of the Concession, whether or not measured by gross revenue from such business.

6.16 SANITATION

Vendor shall keep the premises in a sanitary condition at all times, in conformity with applicable Federal, State and local laws. Vendor shall provide all janitorial supplies, services and pest control required to properly clean and operate the leased facilities. Vendor agrees to pick up and dispose of all refuse lying on the ground within a one hundred (100) foot radius of the concession building whenever needed and at the close of business each day of operation. Vendor agrees to provide refuse containers, approved by DNR and in accordance with any applicable standards of the Illinois Environmental Protection Agency and the Illinois Department of Public Health. Vendor shall be responsible for garbage removal to approved designated dumpster. Vendor will be responsible for sanitation of garbage containers and the garbage storage areas of the premises.

6.17 INSURANCE

Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

6.18 INDEMNIFICATION

Vendor agrees to assume all risk of loss and to indemnify and hold DNR, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to Vendor's use and occupation of the Premises and for the negligent or intentional acts and omissions of its officers, agents and employees.

6.19 AUDIT/RETENTION OF RECORDS

Vendor hereby agrees that a full, true and correct account shall be kept of all financial transactions in the operation of all Concession activities conducted pursuant to the Lease. All records shall be kept in accordance with generally accepted accounting principles. In addition, all records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or such other documents DNR may deem necessary. Duplicate deposit slips will be kept on file, and all accounts resulting from the Lease shall be paid by check, cash, money order or credit card. If desired, a petty cash account may be maintained with approval by DNR.

All retail sales and charges shall be recorded by means of cash registers, computer terminals or other comparable point of sale devices that are deemed acceptable by DNR, which display to the customer the amount of the transaction and automatically issue a receipt. All cash registers shall be equipped with devices that store sales and other transaction totals, or with counters that cannot be reset, and record transaction numbers and sales details. Totals registered shall be read and recorded at the beginning and end of each day.

Vendor shall maintain, for a minimum of three (3) years after the completion of the Lease, adequate books, records, databases, computer systems and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Lease. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State of Illinois for the recovery of any funds paid by the State of Illinois under this Lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

6.20 FINANCIAL REPORTS

Vendor agrees to furnish DNR with a Profit and Loss Statement covering the term of the Lease. This document shall reflect all business transacted on or from the leased premises during the year and shall be furnished no later than May 1 of the following year.

6.21 POLLUTION AND REGULATIONS

Vendor shall conduct its operations on the Premises in compliance with all applicable Environmental Laws and further covenants that Vendor shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous in, on, under or from the Premises.

6.22 COMPLIANCE WITH LAWS

Vendor, its employees, agents and representatives shall comply with all applicable provisions of the Federal and State Constitution, Laws, Regulations, Orders and Decrees pertaining to unlawful discrimination and equal employment opportunity, including, without limitation the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act, which are incorporated herein by reference. Any claim against the State arising out of the Lease must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any Lease dispute. The State of Illinois does not waive sovereign immunity by entering into the Lease. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp.

6.23 SOLICITATION, EMPLOYMENT AND CONTRACTOR

Vendor shall not employ any person employed by the State during the term of the Lease to perform any work under the Lease. Vendor shall give notice immediately to DNR's director if Vendor solicits or intends to solicit State employees to perform any work under the Lease. Vendor shall act as an independent contractor and not an agent or employee of or joint venture with the State.

6.24 SALE, TRANSFER, ASSIGNMENT OR SUBCONTRACTING

The Lease shall not be assigned in whole or in part, nor shall the premises or any part thereof be sublet, nor shall any right or privilege herein granted to the Vendor be sold, transferred or assigned without the written approval of the Chief Procurement Office and the Director of DNR. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Lease. Any such sale, transfer or assignment, whether voluntary or involuntary, without the written approval of the Chief Procurement Office and the Director of DNR shall constitute a breach of the Lease. Such breach may result in termination of the Lease.

6.25 VACATING THE PREMISES

Unless renewal is arranged within thirty (30) days prior to the expiration of the Lease, Vendor shall, immediately upon such expiration, vacate the premises and remove all property to which Vendor holds proper title, except that Vendor shall not remove any property that is permanently attached to the structure regardless of whether Vendor holds proper title. In the event of cancellation of the Lease Vendor shall, within Fifteen (15) days after the effective date of the cancellation vacate the premises and remove all property to which Vendor holds proper title. Should Vendor fail to remove or dispose of Vendor's property as herein provided, DNR may consider such property abandoned and may claim proper title to such property or dispose of same at Vendor's expense.

6.26 MODIFICATIONS AND SURVIVAL

Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of the Lease officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

6.27 TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance of the Lease. Vendor shall continue to perform its obligations while any dispute concerning the Lease is being resolved unless otherwise directed by the State.

6.28 FORCE MAJEURE

After the Lease Commencement Date, or after Vendor takes occupancy of the Premises neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Lease if the party's failure to perform is attributable to war, riot, acts of God, or the elements or any other unavoidable act not within the control of the party whose performance is interfered with and that by reasonable diligence such party is unable to prevent.

6.29 CONFIDENTIAL INFORMATION

Each Party, including its agents and subcontractors, to the Lease may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under the Lease. Vendor shall presume all information received from the State or to which it gains access pursuant to the Lease is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Lease shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Lease or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Lease, in whatever form it is maintained, promptly at the end of the Lease, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

6.30 CONTRACTUAL AUTHORITY

The Agency that signs for the State of Illinois shall be the only State entity responsible for performance under the Lease. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor.

6.31 NOTICES

Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Lease using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

6.32 BACKGROUND CHECK

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor, officers, employees or agents. Vendor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

6.33 FREEDOM OF INFORMATION ACT

This Lease and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the Lease that may be found in this contract. 5 ILCS 140.

6.34 EMPLOYMENT TAX CREDIT:

Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.