

**LASALLE LAKE STATE FISH AND WILDLIFE AREA**

**PORTABLE FOOD TRAILER, VENDING AND BAIT SALE CONCESSION**

**Solicitation #8360-2**

**REQUEST FOR PROPOSAL  
(RFP)**

**Prepared By:**

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

**NOVEMBER 8, 2012**

The solicitation package consists of these parts:

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## 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 portable food trailer, bait sale and vending operation at LaSalle Lake State Fish and Wildlife Area located in Marseilles, Illinois. The concession operation at LaSalle Lake will be authorized to rent, sell, serve or dispense food, beverage, bait sales and install vending machines.

LaSalle Lake, a manmade, 2,058-acre lake 8 miles southeast of Marseilles, is popular among anglers. Serving as a cooling lake for Commonwealth Edison's LaSalle Power Station, the lake is formed by levees that rise above the surrounding land. Dirt excavated for the LaSalle County lake's construction was used to build the shoreline and internal dikes, which are covered with rock riprap. The dikes are used to direct cooling water through a five-day circulation pattern from the discharge channel back to the intake channel. Typically there is a 20-degree water temperature difference between the two channels. The average depth of LaSalle Lake is 15 feet, but excavated areas within the lake are up to 70 feet deep.

Park attendance in 2011 was 236,094.

- 1.2 **DESCRIPTION OF LEASEHOLD OFFERING:** The nature of this leasehold offering is a concession lease for three (3) years with two options to renew at two (2) additional years each. The Vendor is expected to run the portable food service trailer, open to the general public, and may provide services of food, beverages, bait sales and install vending machines and other appropriate business, social and recreational activities.

This is a new concession opportunity at LaSalle Lake so prior sales revenue is unavailable. However, vending machines have been installed in years prior with gross sales revenue as follows: \$1556 in 2011; \$2279 in 2010.

DNR will provide a list of all state-owned equipment which may be used by the Vendor (**SECTION 7 1.10**). DNR expects the Vendor to make a capital investment by supplying a portable food trailer and all 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.

The Vendor will be responsible for the maintenance, repair and replacement of all facilities, equipment and apparatus used in conjunction with the concession which the Vendor has purchased or placed at the concession. The Vendor may have the option of making repairs necessary to bring the concession/garage building into compliance for Vendor's use pending DNR approval of said use. The option will depend upon the proposed use and what is required to make the building compliant with all applicable rules, laws, ordinances and codes for said use. If this option is not exercised nothing prevents DNR from using the building until the option is exercised. The Vendor will be required to operate Friday, Saturday and Sunday from the date the Lake opens until the weekend after June 15 of each year; Friday, Saturday and Sunday in September; and all holiday weekends where a holiday falls on a Monday. Hours of operation for the facility will be 6:00 am to 6:00 pm. DNR will be responsible for the mowing and maintaining the roads of uninterrupted ingress and egress.

Finally, the Vendor will be required to pay rental to the State of Illinois on an annual basis. The exact rental structure may be negotiated by DNR with the selected Vendor.

- 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.

Lisa Wright  
One Natural Resources Way  
Springfield, IL 62702  
[lisa.wright@illinois.gov](mailto:lisa.wright@illinois.gov)

Phone: 217-785-0759  
Fax: 217-524-4177  
TDD: 217-782-9175

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

Yes  No

Date and Time: November 20, 2012  
11:00 a.m.

Mandatory Attendance:  Yes  No

Location: Illini State Park  
2660 East 2350th Rd., Marseilles, IL 61341

**In case of inclement weather please call 217-782-7940 to verify the Vendor conference is proceeding as scheduled.**

The purpose of the mandatory meeting is to discuss with prospective Vendor's the work to be performed, if necessary and weather dependent 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.

We will 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 IDNR website, which may be viewed at [www.dnr.illinois.gov/procurement](http://www.dnr.illinois.gov/procurement). You are responsible for monitoring the website; we cannot be held responsible if you fail to receive the optional e-mail notices.

The RFP is currently available on the IDNR webpage at [www.dnr.illinois.gov/procurement](http://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 Lisa Wright or email at [lisa.wright@illinois.gov](mailto:lisa.wright@illinois.gov) and request a copy of the RFP to be mailed.

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

Due Date: December 18, 2012

Time: 2:00 p.m.

**DELIVER OFFERS TO:**

Illinois Department of Natural Resources  
Attn: Lisa Wright  
One Natural Resources Way  
Springfield, IL 62702

**LABEL OUTSIDE OF ENVELOPE / CONTAINER:**

LaSalle Lake Concession - Ref. #8360-2  
December 18, 2012  
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 – LASALLE LAKE CONCESSION".**

We will 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. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We 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 early January 2013.

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. **PROTESTS:** Aggrieved party must submit protest to the protest review office identified below. Do not submit it to any other person or address. Protests shall contain a statement of reason for the protest (44 IL Adm. Code 1.5550 (b)(2)(C)), and CPO must physically receive the protest by noon of the seventh calendar day after you knew or should have known of the facts giving rise to the protest.

Chief Procurement Officer  
Attn: Protest Review Office  
401 S. Spring Street  
Suite 514 Stratton Office Building  
Springfield, IL 62706  
Phone: (217) 558-2231  
Facsimile: (217) 558-2164  
Illinois Relay: (800) 526-0844

- 1.8 **OFFER FIRM TIME:** Your offer must remain firm for 90 days from opening.

- 1.9 **AWARD:** We will post a notice to the IDNR website identifying the apparent awardee. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

- 1.10 **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. A request for confidential treatment will not supersede the State's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant 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. We reserve 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. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer. We will 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, we 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. We are 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. We do 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 WE WILL EVALUATE OFFERS

2.1 We evaluate six categories of information: Administrative Compliance, Responsibility, Qualifications, Capital Investment, Financial Strength, Proposed Operation, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.

2.1.1 ADMINISTRATIVE COMPLIANCE: We will determine whether your Offer complied with the Instructions for submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.2 RESPONSIBILITY: We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business.

- i. A "Responsible" vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a State contract (30 ILCS 500/20-43) **MATERIAL**. Evidence of good standing can include Certificate of Good Standing, copy of assumed name certificate from home county, etc. Sole proprietors and individuals are exempt from providing a Certificate of Good Standing .
- ii. Public Law 96-0795 provides that a "prohibited bidder" includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.
- iii. Other factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance, references (including those found outside the Offer,) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

You 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 terminate the Contract, consistent with the termination for cause provision of this Contract, if the Vendor lacks the financial resources to perform under the Contract. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

2.1.3 RESPONSIVENESS: We will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or service to meet the State's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement.

2.1.4 QUALIFICATIONS OF THE VENDOR: We will 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 with retail sales.

2.1.5 PROPOSED CAPITAL INVESTMENT: We will analyze the value of the proposed capital investment.

2.1.6 FINANCIAL STRENGTH: We will determine the Vendor’s financial capability to meet the initial investment and continuing working capital requirements implicit in the concession operations.

2.1.7 CHARACTERISTICS AND QUALITY OF THE PROPOSED OPERATION OF THE FACILITY: We will 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.

2.1.8 PRICE: We will identify the best or equally best financial return to the State of Illinois. Agency will consider variable flat fee rates. Agency reserves the right to negotiate the final lease rental basis with the selected developer/operator.

2.2 **AWARD:** We will determine how well Offers meet the responsiveness requirements including the Vendor's qualifications, the Vendor's capital investment, financial strength, and proposed operation. We will 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.

We will determine whether the price is fair and reasonable by considering the Offer, and all prices submitted and other relevant factors. If we do not consider the Price to be fair and reasonable and we cannot negotiate to an acceptable Price, we 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 we will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is: 140

<b>Responsiveness Elements</b>	<b>Minimum Required Points</b>	<b>Weight in Points</b>
Qualifications of the Vendor	9	15
Proposed capital investment	18	30
Financial strength	24	40
Quality of proposed operation	33	55

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

Maximum Price Points (10) X (Offeror’s flat fee (averaged) / Offer with highest flat fee (averaged)) = Total Price Points

2.2.2 The maximum number of points is 150 (Responsiveness 140 + Price 10).



### SECTION 3 - VENDOR'S QUESTIONNAIRE

3.1 We will consider the information you supply or don't supply, and the quality of that information under 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, including proposed hours of operation.
- 3.2.2 A detailed plan and cost estimate for each area of operation (*i.e. mobile food trailer/ bait sales/vending*) to be purchased, along with the date for installation, so as to show your capital investment intentions. If applicable, include a description of other additional facility attractions and features and list equipment, costs, date of installation and any other information which you feel is relevant.
- 3.2.3 Your organizational plan and an outline of operating and maintenance procedures.
- 3.2.4 Do you intend to expand or operate this facility beyond the mandatory season? Detail.
- 3.2.5 Who will be responsible for day-to-day management and operation?
- 3.2.6 Identify your proposed rate structure (*i.e. food/beverage/bait/vending*).
- 3.2.7 How do you plan to market the facility?
- 3.2.8 Outline any special services and/or amenities you plan to offer, if any.

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) Food/Beverage	\$ _____	
(b) Bait Sales	\$ _____	
(c) Vending	\$ _____	
(d) Other	\$ _____	
Total		\$ _____

#### Cost of Sales:

(a) Food/Beverage	\$ _____	
(b) Bait Sales	\$ _____	
(c) Vending	\$ _____	
(d) Other	\$ _____	
Total		\$ _____

Gross Operating Income \$ \_\_\_\_\_

#### General and Undistributed Expenses:

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

#### **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 food service and businesses associated with your business proposal for the concession. Also, state 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.

**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.

3.8 DEBARMENT/LEGAL PROCEEDING DISCLOSURE: Identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

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

Project Title / Reference # LaSalle Lake State Fish & Wildlife Area Concession – Solicitation #8360-2

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 blank 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.

**We have:**

Reviewed the Offer Form, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and

Signed on the space(s) provided.

**Acknowledgment of Amendments**

We acknowledge receipt of any and all amendments to the solicitation and have taken those into account in making this Offer.

**Offer Response Forms:** Accompanying and as part of this Offer you will find:

**For all Offers**

Designated number of copies

Completed Responsibility Forms packet

Legal Entity Authorized to do Business in the State of IL (**MATERIAL if applicable**)

Business and Directory Information

Financial Disclosures and Conflicts of Interest

Section 4: Disclosure of Business Operations with Iran (**MATERIAL**)

Completed and Signed Taxpayer Identification Number form

Signed the Standard Certification from

References, if required

Political Contributions (**MATERIAL**)

**We have made the certification required by Public Act 95-971 and attached the State Board of Elections certificate of registration, if required.**

**For RFPs**

Response to Statement of Work/Specifications/Qualifications and Price sections completed and submitted in separate sealed envelopes in the Offer package.

**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

\_\_\_ Responsibility forms

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 will accept varying flat fees. DNR anticipates that a fair rental amount on an annual basis is \$500. DNR reserves the right to negotiate the final lease rental basis with the selected Vendor.

2013 - \_\_\_\_\_

2014 - \_\_\_\_\_

2015 - \_\_\_\_\_

## SECTION 6 - RESPONSIBILITY FORMS

We have identified various information we need in order to determine if you are eligible to contract with the State and can be considered a "Responsible" Vendor.

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.

Vendor/Business and Directory Information

Financial Disclosures and Conflicts of Interest (**Note: due to the fact that this is a new concession the annual value of the lease is unknown – if you believe your total gross revenue will be over \$25,000 annually forms should be filled out as required**)

Complete and sign the:

Taxpayer Identification Form

Standard Certifications

You must include all of this as part of your Offer or risk disqualification.



**Vendor/Business and Directory Information**

- (a) Name of Vendor/Business (Official Name and D/B/A)
- (b) Residence/Business Headquarters (include Address, Telephone and Facsimile)
- (c) Billing Address (if applicable)
- (d) Name of Chief Executive Officer (if applicable)
- (e) Company Web Site (if applicable)
- (g) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below – if applicable)
- (h) Length of Time in Business (if applicable)
- (i) Annual Sales (for most recently completed Fiscal Year) (if applicable)
- (j) Number of Full-Time Employees (average from most recent Fiscal Year)(if applicable)
- (k) Type of and description of business (if applicable)
- (l) State of incorporation, state of formation or state of organization (if applicable)
- (m) Identify and specify the location(s) and telephone numbers of other facilities that relate to the Vendor’s performance under the terms of this solicitation. (if applicable)
- (n) Department of Human Rights (DHR) Public Contract Number  
If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # \_\_\_\_\_ or attach proof of application.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

### This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor’s Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	
Vendor Name	
Doing Business As (DBA)	
Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe:

## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  I will attach a copy of the Federal 10-K, and I will skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A.  I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  I will complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  I will attach a copy of the Securities Exchange Commission Form 20-F or 40-F and will skip to Step 3.

Option 5 – Not-for-Profit Entities

- I will complete Step 2, Option B.

Option 6 – Sole Proprietorships

- I will skip to Step 3.

## STEP 2

### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

**STEP 3**

**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes  No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract:

**STEP 4**

**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

## STEP 5

### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

## STEP 6

### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**  
 (Complete only if bid, offer, or contract has an annual value over \$25,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided:

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

**STEP 8**  
**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**  
 (Complete only if bid, offer, or contract has an annual value over \$25,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government?  Yes  No. If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:



**STEP 9**  
**SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity:

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

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I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name:

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number :

Legal Status (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt<br>(Corp.)   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery                                      |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> D = disregarded entity  |
|  | <input type="checkbox"/> C = corporation   |
|  | <input type="checkbox"/> P = partnership   |

**Signature of Authorized Representative:** \_\_\_\_\_

Date \_\_\_\_\_

## **STATE OF ILLINOIS STANDARD CERTIFICATIONS**

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Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the

prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
  - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring

for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**28.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.

**29.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

Name of Certifying Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

## **SECTION 7 - LEASE AGREEMENT STANDARD TERMS AND CONDITIONS**

### **1.01 PREMISES**

DNR leases to Lessee upon the terms and conditions contained in the Lease, the "Premises" consisting of a location at the east end of the grass island designated by the Site Superintendent for a portable food trailer, a location for vending machine installation and a building which the Lessee can use to store equipment if desired all within LaSalle Lake State Fish and Wildlife Area be used for the purposes set out herein and for no other purpose whatsoever.

### **1.02 TERM**

The initial term of this Lease is for three (3) 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 7 years.

### **1.03 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 two (2) two year terms.**

- 1.3.1 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 Lessee's option.

### **1.04 TERMINATION FOR CONVENIENCE**

The DNR may, for its convenience and with 60 days prior written notice to Lessee, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Lessee. 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 Lessee 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 Lessee.

### **1.05 TERMINATION FOR CAUSE**

DNR may terminate this contract, in whole or in part, immediately upon notice to the Lessee if: (a) DNR determines that the actions or inactions of the Lessee, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Lessee violates any covenant, term or condition of the contract or does not fulfill Lessee's responsibilities as set forth in the covenants, terms or conditions for any reason whatsoever (b) the Lessee has notified the DNR that it is unable or unwilling to perform the contract.

If Lessee 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 Lessee lacks the financial resources to perform the contract, the DNR shall provide written notice to the Lessee 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.

**1.06 PERIOD OF OPERATION**

Lessee 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: Friday, Saturday and Sunday from the date the Lake opens until the weekend after June 15 of each year; Friday, Saturday and Sunday in September; and all holiday weekends where a holiday falls on a Monday. Hours of operation for the facility will be 6:00 am to 6:00 pm.

**1.07 RENTAL**

Lessee shall pay Rent to DNR in accordance with the Rent Schedule Section 5, Page 13. Should the State exercise its right to renew the Lease a rental schedule will be negotiated as part of the renewal. Nonpayment of rent shall be considered cause for cancellation of the Lease if Lessee has not paid the rental fee within thirty (30) days after due.

**1.08 CONDITION OF PREMISES**

Lessee 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. Lessee agrees to return the Premises to DNR in a condition as good as or better than its condition at execution of this Lease by Lessee, less reasonable wear and tear.

**1.09 TYPE OF SERVICE, FOOD AND MERCHANDISE**

Lessee is authorized by DNR to install a portable trailer out of which to rent, sell, serve food and beverage, bait sales and install vending machines.

On an annual basis, Lessee 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 Lessee must be competitive with comparable facilities in the area.

Lessee agrees that the character of service shall be the best obtainable and shall at all times be clean, orderly and sufficient to meet the reasonable demands of the public. Lessee also agrees that DNR shall have the right to object to the character of service and the condition of the premises and order the objectionable service and conditions discontinued or remedied.

**1.10 EQUIPMENT**

Any existing equipment listed below may be utilized by Lessee, at his option, subject to the regulations found in Section 1.11 "**Maintenance, Repairs & Replacements**". Lessee will provide all additional equipment required for the proper operation of the concession.

Quantity	Description
1	Building to be used at Lessee's option



Lessee warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the Lessee 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.

#### **1.11 MAINTENANCE, REPAIRS & REPLACEMENTS**

Lessee is solely responsible for the maintenance, repair and replacement of all facilities, equipment and apparatus used in conjunction with the concession which Lessee has purchased or placed at the concession. Such maintenance, repair and replacement must be accomplished in a timely matter so as to not interfere with the day to day operation of the concession and so that the public receive adequate service. Such maintenance, repair and replacement must be accomplished to the satisfaction of DNR as specified by DNR. Lessee may have the option of making repairs necessary to bring the concession/garage building into compliance for Lessee's use pending DNR approval of said use. The option will depend upon the proposed use and what is required to make the building compliant with all applicable rules, laws, ordinances and codes for said use. If this option is not exercised nothing prevents DNR from using the building until the option is exercised. DNR shall be responsible for all mowing and maintenance of shrubs and trees.

#### **1.12 CONSTRUCTION**

Lessee 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 Lessee during such construction closure periods, unless otherwise ordered by the Court of Claims.

#### **1.13 UTILITIES**

All utilities will be in the name of the Lessee and 100% the responsibility of Lessee.

#### **1.14 INSPECTIONS/PERFORMANCE RECORD/SUSPENSION**

DNR reserves the right to enter upon the Premises occupied by Lessee 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 Lessee'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, Lessee shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The DNR may consider Lessee's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Lessee from doing future business with the State for a specified period of time or to determine whether Lessee can be considered responsible on specific future contract opportunities.

#### **1.15 TAXES**

Lessee 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.

### **1.16 SANITATION**

Lessee shall keep the premises in a sanitary condition at all times, in conformity with applicable Federal, State and local laws. Lessee shall provide a holding tank for greywater and be responsible for removal from LaSalle Lake of the greywater. Lessee may be required to haul trash to a designated area as specified by the Site Superintendent.

### **1.17 INSURANCE**

Lessee agrees to provide general premises and products liability insurance to cover all aspects of the Concession, in amounts acceptable to DNR, and commensurate with industry standards for personal injury and property damage. Lessee agrees to provide Worker's Compensation insurance in accordance with the provisions of the Workers' Compensation Act, 820 ILCS 305/et seq. Lessee shall furnish DNR with documentation that such insurance is in effect. DNR shall be listed as additional insured on all policies. Lessee agrees to provide DNR with the required proof of insurance prior to Lessee's taking possession of the Premises.

### **1.18 INDEMNIFICATION**

Lessee 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 Lessee's use and occupation of the Premises and for the negligent or intentional acts and omissions of its officers, agents and employees.

### **1.19 AUDIT/RENTION OF RECORDS**

Lessee 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.

Lessee 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.

## **1.20 FINANCIAL REPORTS**

Lessee 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.

## **1.21 POLLUTION AND REGULATIONS**

Lessee shall conduct its operations on the Premises in compliance with all applicable Environmental Laws and further covenants that Lessee 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.

## **1.22 COMPLIANCE WITH LAWS**

Lessee, 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](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

## **1.23 SOLICITATION, EMPLOYMENT AND CONTRACTOR**

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

## **1.24 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 Lessee be sold, transferred or assigned without the written approval of 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 Director of DNR shall constitute a breach of the Lease. Such breach may result in termination of the Lease.

## **1.25 VACATING THE PREMISES**

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

### **1.26 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 Lessee's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

### **1.27 TIME IS OF THE ESSENCE**

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

### **1.28 FORCE MAJEURE**

After the Lease Commencement Date, or after Lessee 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.

### **1.29 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. Lessee shall presume all information received from the State or to which it gains access pursuant to the Lease is confidential. Lessee 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.

### **1.30 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.

### **1.31 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.

**1.32 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 Lessee, officers, employees or agents. Lessee shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

**1.33 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.