

INTERNAL USE ONLY		
Date Reviewed:	Approved:	
	Rejected:	

The Forest Preserves of Cook County (FPCC) Concessions Program

The purpose of the FPCC Concessions Program is to seek quality vending and service offerings that enhance the convenience, enjoyment, and recreational experience of visitors while supporting the mission of the Forest Preserves.

The Concessions Program at the Forest Preserves provides a very important part of the visitor's experience. As part of the overall (FPCC) Concessions Program, a Concession Permit will be available to Concessionaires who are approved to offer food, beverages, services, and goods in designated areas in the Forest Preserves from traditional stationary concession stands, push carts and food truck services.

Concession Permits will be issued starting January 16, 2024, and run through December 31, 2024. The cost of daily permit is \$250 or \$500 for an annual permit per location.

Concessionaires must comply with the District's Non-Discrimination Policy posted on the district's website. Concessionaires are prohibited from conducting their operation in a manner that discriminates based on a person's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, housing status, or gender identity.

Concession Permit Application Submission Process

Concession Permits can be requested for pushcarts, non-motorized vending, food truck and service vending.

Application Fee of \$25 (Non- Refundable) Per Location is due upon submission of application.

The estimated processing time for a new application is 10 to 15 business days from the date the application has been submitted. Once submitted, the application will be reviewed to ensure it is complete and all required documents have been received.

Concessionaires' failure to provide FPCC with the necessary requested documentation within 30 to 60 business days will result in their application being rejected and applicant must reapply for the program with a new application fee of \$25.00.

Once deemed complete, applications are reviewed and approved based on the date of submission and variation of goods and services offered for site requested. Concession Permits may be requested for all designated picnic and special event sites.

Approved Concessionaires will be advertised on the Forest Preserves Concession's website page. Each Concessionaire will have the following information represented on the Approved Concession List:

1. Business name



- 2. Contact information, including website link and phone number
- 3. Preserve location (s)

Limitation on Number of Permits Issued (Food Trucks and Service Vending ONLY)

The number of Concession Permits approved for push carts, non-motorized vending, food truck and service vending granted per preserve shall be based on the number of groves in the preserve. A maximum of five (5) permits may be purchased per year.

Number of Groves	Max Number of Concession Permits for Issuance
Up to 3	1
Up to 20	3
Over 20	5

Locations

- Campgrounds, golf courses and aquatic centers within the Forest Preserves are restricted areas of operation and no Concession Permits will be issued for these areas.
- Permits are subject to "blackout dates" during which the permit is not valid.
 Reasonable efforts will be made to post these blackout dates on the Forest
 Preserves' website at least one or two months in advance and the concessionaire will be notified by email.
 - The district reserves the right to host special events at any location, including sites where Concessions Permits are issued. In that event, all Concessionaires can be excluded from the selected location for up to five (5) days with two (2) weeks' notice (fourteen (14) days).
- Concessions Permit fees are not refundable for any reason, including, but not limited to, construction projects not under the control of the district, acts of God, inclement weather, pandemic, emergencies, or other unforeseeable circumstances.
- Designated picnic groves and maps are available on the Forest Preserves of Cook County website at https://fpdcc.com/places/pdf-maps/#picnic.

Push Carts or Non-Motorized Regulations:

• A pushcart with an individual Concessionaire can go from grove-to-grove within a single preserve. Trails may be used to move from grove-to-grove, but vending may



- only take place in areas adjacent to the trail and not on the trail itself (must be specified in the Concession Permit). No vending will be allowed on trails.
- The concessionaire shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to pushcart or non-motorized mobile vending in the State of Illinois and the applicable municipal regulations.
- All pushcart or non-motorized vending apparatus, including sides, tops, bottoms, and counters, shall be constructed of durable and easily cleanable materials, and maintained in good repair and clean condition.
- The pushcart or non-motorized vending apparatus shall have adequate refrigeration and/or heating equipment as approved by the Cook County Department of Public Health.
- All mechanical refrigeration and heating equipment shall be equipped with a thermometer.
- The business name and license number legibly painted in letters and figures at least two inches in height in a conspicuous place on each lateral side of the pushcart or non-motorized vending apparatus.
- Concessionaires of pushcart or non-motorized vending apparatus shall be responsible
 for the sanitation and cleanliness of the place of operation and the surrounding area;
 a clean, non-absorbent, washable receptacle, with a tight-fitting lid for refuse is
 required.
- Limited in size to no more than 6 feet in length, 4 feet in width, and 5 feet in height exclusive of canopy or umbrella (for push carts only).
- Canopies are limited to 40-square-feet with a minimum clearance above the sidewalk or pathway of 7 feet and a maximum height of 10 feet (for push carts only).
- Must be no larger than 24-square-feet in area (4' x 6') unless otherwise approved by the district (for push carts only). Concessionaires may utilize a motorized passenger vehicle to transport equipment between District locations but may not vend out of the motorized passenger vehicle.
- Push carts or non-motorized vending apparatus must be removed from the Forest Preserves at the end of every day.

Food Truck or Service Vending Specific Regulations:

- Concessionaire shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to food truck vending for state, local and federal regulations.
- The vehicle must be regularly cleaned and maintained in good repair.



- The vehicle must be equipped with a gravity fed handwashing station which includes water, soap, and paper towels. *This is not required for the sale of prepackaged nonperishable food products.
- If the vehicle has shelving, it must be easily cleanable and non-absorbent.
- Food trucks must be trucks with a cover over the back (e.g., vehicles where persons can vend from the rear of the vehicle in a clean environment). Ordinary passenger cars will not be permitted.
- Concession area is limited in size to a length no greater than 22-feet and to a height no greater than 12-feet.
- Canopy is limited to 80-square feet with a minimum clearance above sidewalk or pathway of 7-feet.
- Food or service truck (s) must be removed daily and comply with all local regulations.

Food Truck and Fleets Company Regulations:

- Food Truck and Fleets Companies are required to provide individual documentation of the following:
- · Business License
- Submit a letter to the FPCC stating the company does use subcontractors and a list of drivers driving for the company.
- Certificate of Liability Insurance Requirements:
 - a) The Concessionaire, during the entire term of the Concessions Permit or Concessions Contract, shall keep Concessions Operation adequately insured for the protection of the Forest Preserves of Cook County (and the Forest Preserves of Cook County shall be so named as an additional insured on any such policies), by maintaining general commercial liability insurance with the limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate; and automobile liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit or \$1,000,000 bodily injury per occurrence; workers' compensation insurance in an amount no less than statutorily required limits.
 - b) Dram Shop Insurance as required under the Illinois Liquor Control Act of 1934 (for Concessionaires selling alcohol); and \$500,000 property damage insurance against claims for bodily injury or death and property damage occurring from or related to the Concessions Operation.



- Proof of Worker's Compensation Insurance for employees-workers' compensation insurance in an amount no less than statutorily required limits; All concessionaires are required to carry Workers 'Compensation Insurance affording workers'
- compensation benefits for all employees as required by law and Employers' Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. The Workers' Compensation policy must contain a waiver of subrogation clause. Valid Driver License (Copy of Driver Licenses for all drivers)
- Provide Health Inspection License
- Commissary Certificate or Shared Kitchen Agreement (if applicable)
- Food /Beverage Concessionaires: ANSI-accredited Food Handler Certificate (if applicable)
- Vehicle Registration (Copy of Vehicle Registration for Sub-Contractors)

Use of FPCC space:

- All signs must be removed from FPCC property at the end of day.
- All food trucks must possess a 40-gallon garbage receptacle to collect trash after events. Failure to remove trash from groves may result in revocation of Concession Permit.
- Consumption of alcohol or possession of illicit drugs will result in revocation of Concession Permit.
- FPCC permits do not grant exclusive-use privileges.

Prohibited Activities:

- 1. <u>Close Time</u> All preserves close at sunset. Individuals, including Concessionaires, in a preserve after sunset may be ticketed and/or have their vehicle towed.
- 2. <u>Weather</u> The Forest Preserves is not responsible for cancellations due to the weather. The Forest Preserves reserves the right to cancel a permit at any time.
- 3. <u>Signage</u> Concessionaires are not allowed to tape, tack, nail, etc., any items to Forest Preserves signs, walls, poles, etc. Concessionaires must come prepared with standalone signage that will be removed daily.
- Advertising Advertising to the public is prohibited without FPCC written approval.
 Any unapproved advertising
 (including web and social media advertising) may result in the cancellation of the permit and denial of future permit applications.
- 5. <u>Gambling/Raffles</u> The sale or use of gambling devices is prohibited.
- 6. <u>Glass Beverage Containers</u> Glass containers are not permitted on FPCC property. Please note that the consumption of alcohol upon or within 50-feet of any roadway, parking area or entrance is prohibited.



- 7. <u>Native Landscape</u>- Native landscape (e.g., trees, shrubs, plant matter, etc.,) shall not be cut, trimmed, removed, or destroyed. Attaching signs/banners on trees and /or FPCC signage is prohibited.
- 8. <u>Driving/Parking</u> Driving/parking anywhere outside of designated roadways or parking areas is prohibited. Parking is open to the general public, even during permitted events. Parking is first come, first serve.
- 9. <u>Vandalism/Paint</u> Vandalism of buildings, structures, signs, picnic tables, or other property belonging to FPCC is strictly prohibited. No paint shall be used on grounds, trees, rocks or any FPCC property.
- 10. <u>Weapons/Fireworks</u> No unauthorized person shall at any time bring into any Preserve, nor have in his possession of, or discharge nor set off anywhere within the FPCC, any toy firearm, air rifle, air gun, water gun, toy cannon, or any water cannon, slingshot or bow and arrow or any gun that discharges projectiles either by air, spirit, explosive substance, or any other force.
- 11. <u>Charcoal</u> DO NOT dump charcoal on trees or grass areas. Hot coals can damage or kill FPCC trees. You must extinguish all grill fires and dump charcoal in the used hot charcoal disposal containers provided near grove space.
- 12. <u>Subcontracting</u> This permit or any of the rights and privileges provided shall not be transferred, subcontracted, or assigned by the concessionaire unless approved by the Director. Names, addresses and telephone numbers of all individuals being assigned to operate the concession must be provided on the Concessionaire Application form or otherwise made known to the Director. Ultimate responsibility for the conduct of said designees' rests with the concessionaire. Any joint operation or partnership by Concessionaire with any other food or service Concessionaire not mentioned in Concessionaire's Permit must be approved by the Director.



APPENDIX A: CERTIFICATE OF LIABILITY INSURANCE SAMPLE

PLEASE SEE SAMPLE CERTIFICATE BELOW.

- Type of insurances must be listed "General Liability, Automobile & Works Compensation"
 Amount of coverage per occurrence must be \$1,000,000
- 3. The Forest Preserves of Cook County must be listed specifically as "Additional Insured"
- 4. Address to be used on insurance should reflect our General Headquarters:

The Forest Preserve of Cook County 536 N. Harlem Ave River Forest, IL 60305

5. Endorsement must be attached to certificate: Name Of Additional Insured: Forest Preserve of Cook County

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APPENDIX A: INSURANCE ENDORSEMENT SAMPLE

COMMERCIAL GENERAL LIABILITYPOLICY NUMBER 1234-EFG56789

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The Forest Preserves of Cook County

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II Who Is An Insured:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to

you. However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

MEGL 2217 01 19

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Page 1 of 1



Section 1 – BUSINI	ESS/CONCES	SIONAIRE	INFORMATI	ON:				
First & Last Name:					D	ate of Birt	h:	
Address:		City: State: Zip Code:						
Email Address:			Primary Pho	one:	S	econdary F	Phone:	
Name of Business (if a	pplicable):				R	ole at Busi	ness:	
Business address:			City:		S	tate:	Zip Code:	
Section 2 – PERM	IT TYPE							
□ \$250 for a Single-Day Permit (Per Location) □ \$500 for Annual Permit (Per Location)								
Section 3 – CONCE	SSION TYPE							
Concession Type:	☐ Push Cart	ts or Non-M	otorized Mob	oile Vending	☐ Reta	il		
	☐ Food Tru	ıck or Servic	e Vending		☐ Food	d/Beverago	e	
	☐ Ice Crea	m Truck			☐ MIS	C:		
Concession Contact (If different from applicant): Cell Phone:								
Equipment being ut	ilized (attach	pictures):						
#1 Location Request	:							
#2 Location Request	:							
#3 Location Request	:							
#4 Location Request	:							
#5 Location Request	:							
Section 4 – Dates/	Times of Ve	nding						
The \$25.00 application for must be attached with a hours of operation.								
	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Sun.	
Start Times:								
End Times:			1					1
Anticipated Start Date From: Anticipated End Date:								



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CONCESSION PERMIT CHECKLIST

Section 5 –THE FOLLOWING DOCUMENTATION MUST BE SUBMITTED WITH THE APPLICANT'S APPLICATION TO BE CONSIDERED IN THE REVIEW PROCESS:

Concessionaires' failure to provide FPCC with the necessary requested documentation within 30 to 60 business days will result in their application being rejected and applicant must reapply for the program with new application fee of \$25.00.

of \$25.00. Required Initial: False Statements: Any person, bidder, proposer, or business entity determined by the Purchasing Agent to have knowingly made a false statement of material fact to the District in writing in connection with any aspect of a procurement, a concession, and/or contract is liable to the District for a penalty of \$2,500.00, and may be subject to termination of any contract and disqualification for a period of up to five years from the date of such finding, in addition to any other remedy provided for in the District's Code- 1-8-2(W). **Required Attachments** Please Initial: Application Fee of \$25 (Non-Refundable) Per Location 1 2 **Completed Concession Application** 3 **Business License** Certificate of Liability Insurance (COI): Applicants must include General & Auto Liability Insurance on COI, (Workmen Compensation Is Required for vendor with one or more employees.) Food /Beverage Concessionaires: Illinois Food Handler Certificate (All Employee), ServSafe Food Protection Manager Certification or ANSI-accredited Food Handler certificate Yearly Health Inspection Report (Cook County Health Department or other municipalities) 6 7 Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) Certification Concession offerings and prices (Menu) 8 Waiver of Liability and Indemnity Agreement for Food Transported and Prepared by Outside Source (Concessionaire must provide contract or letter from restaurant for food preparation): 10 Commissary Certificate or Shared Kitchen Agreement: Lease and/or agreement with the licensed commissary where the food truck or cart will be cleaned and serviced. "Commissary" means any duly licensed food establishment in which food is prepared, stored, or packaged and food equipment and vehicles are cleaned and stored. 11 Requested locations on map(s) indicating where the concession will take place. 12 Vending schedule Pictures of the vending apparatus utilized by the Concessionaire (e.g., food trucks, push carts, etc.) 13 14 Fire Permit (if applies) 15 **Equipment List** Food Truck (s) License Plate Number 16 17 Food Truck (s) Vehicle Registration Number 18 Submit Final Initial Checklist



SUBMISSION/PAYMENT INFORMATION:

The \$250 permit fee (Per Location) is valid for a single day / The annual \$500 permit fee (Per Location) is valid from January 16th to December 31st. Concessionaires can pay via cash, check, or credit card. All payments shall be sent to:

Forest Preserves of Cook County

Attn: Concession Program Administrator

536 N. Harlem, River Forest, IL 60305

All requested forms must be complete for the application to be considered for review. Submission of an application does not constitute approval. Permits must be obtained annually and will not be pro-rated, except as specified in the District's Concessions Policy.

Concessionaires' failure to provide FPCC with the necessary requested documentation within 30 business days will result in their application being rejected and applicant must reapply for the program with new application fee of \$25.00.

The sale of FPCC permits by a concessionaire to another individual/organization is strictly prohibited. Permits that have been issued by FPCC are non-transferable and non-refundable.

Concessionaires have up to 7 working days after the permit issue date to request any changes. Approved permit changes are subject to a change Fee of \$5.00.

SIGNATURE AND INDEMNIFICATION

By signing this Concessions Permit Application, I acknowledge that I have read and agree to abide by all FPCC permit rules, regulations, and ordinances, including the concessions policy and the cancellation policy. I also agree that I am solely responsible for ensuring compliance with all permit rules, regulations and ordinances pertaining to my permit.

I hereby assume all responsibility for and agree to defend, indemnify, save and hold harmless, the FPCC, its President, Commissioners, officials, employees, volunteers, representatives, contractors and agents from and against any and all losses, claims, damages, liabilities, actions, suits, proceedings, penalties, costs including reasonable attorney's fees, court costs or expenses that they may suffer, incur or sustain or for which it or they may become liable as a result of, arising out of or relating to any injury or damage incurred by myself as applicant, and any guests, invitees, participants, spectators, including any officers, employees, contractors, agents or persons under a sponsoring organization's control in connection with or related to the issuance of a permit by the FPCC. My obligation to indemnify the FPCC shall survive the termination, expiration, suspension, or revocation of any permit issued with respect to any claims or liability arising in connection with any event occurring prior to such termination, expiration, suspension, or revocation.

I do solemnly swear that all answers given, and statements made on this Application are full and true to the best of my knowledge and that I am 21 years of age or older.

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		•	it(s) issued to me it(s) to another in	•			le of said	

Applicant Initials permit(s) to another individual/organi	zation is prohibited.	
Signature of Applicant:	Date:	