

VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR PROPOSALS

CONCESSION SERVICES AND SALES

ISSUED

TUESDAY, AUGUST 3, 2010

OPTIONAL WALK-THRU of FACILITIES

THURSDAY, AUGUST 12, 2010
11:00 A.M.

PROPOSALS DUE

TUESDAY, AUGUST 17, 2010
11:00 A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS
CONCESSION SERVICES AND SALES
REQUEST FOR PROPOSALS**

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**VILLAGE OF ORLAND PARK, ILLINOIS
CONCESSION SERVICES AND SALES
REQUEST FOR PROPOSALS**

I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals for the provision of Concession Services and Sales at Centennial Park, Centennial Aquatic Center, John Humphrey Sports Complex, Village of Orland Park Sportsplex (optional) and at various special events in the Village of Orland Park, Illinois ("Village"). All parties (hereinafter referred to as "vendor") interested in submitting proposals must adhere to the specifications and scope of work and services as hereafter outlined in order to receive consideration.

Proposals must be submitted no later than **11:00am, local time, on Tuesday, August 17 2010**, No consideration will be given to proposals received after the above stated date and time. Proposers must submit two (2) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: **Village of Orland Park – Concession Services and Sales- RFP** and addressed to:

Village of Orland Park
Village Clerk's Office
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

All proposals submitted must include all information and documents as requested in this Request for Proposal. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

Proposers may view the inside of the facilities on Thursday, August 12, 2010 at 11:00 A.M. Requests to participate shall be directed to Ray Piattoni via email at rpiattoni@orland-park.il.us by August 11, 2010.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

Ray Piattoni
Village of Orland Park Sportsplex
11351 W. 159th Street,
Orland Park, Illinois 60467
rpiattoni@orland-park.il.us
fax (708) 364-7234

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by 4:00 p.m. on Thursday, August 12, 2010. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

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REQUIREMENTS OF PROPOSAL

Scope of Services

The Village of Orland Park, Illinois is requesting proposals for interested parties to submit proposals for the provision of concession services and sales at the concession stands at Centennial Park (15600 West Avenue), Centennial Park Aquatic Center (15600 West Avenue), John Humphrey Complex (147th & West Avenue), Village of Orland Park Sportsplex (optional) (11351 W. 159th Street) and 10-12 various special events. Vendor must be able to be operational April 4, 2011.

Overview of Concession Locations

Centennial Park (15600 West Avenue)

This park was first opened in 1992. This is a nine diamond baseball/softball complex (9 lighted fields)) with a concession stand, washrooms, a small maintenance building and a large handicap accessible playground with a concessions patio and seating for approximately 100 people. There are ten (10) additional picnic tables located between the baseball fields. *Games during the week start at 5:30 p.m. with the last game ending no later than 10:45 p.m. (Park closes at 11:00 p.m. by Village ordinance). Estimated traffic per week night is approximately 500 people.

July 4th hosts our annual concert and fireworks display with attendance estimated between 10,000 - 15,000 people. Fireworks begin at 9:15 p.m. Concession stand should be open from 5:00 p.m. – 11:00 p.m.

During the fall, adult softball leagues, as well as fall baseball leagues, play for eight weeks (Monday through Thursday) on four (4) fields. Games start at 5:30 p.m. and are usually finished by 10:00 p.m. Saturday and Sunday soccer games are played on five (5) soccer fields immediately to the west of the baseball fields. Average week night attendance (5 lighted fields) is 160 people. Weekend traffic varies. In 2009 there was an average of ten (10) games on Saturday and six (6) on Sunday. Fall soccer season starts the last weekend in August and runs through the first weekend in November (approximately 10 weeks).

The concession stand operations at Centennial Park are approximately April 15th through October 31st from 5:00 p.m. – 11:00 p.m. Monday through Friday and 8:00 a.m. – 10:00 p.m. Saturday and Sunday. Depending on customer demand and approval of the Director of Recreation, the concessions may open later and close earlier than scheduled. Also, the schedule varies by season, so hours may be less than indicated above as appropriate.

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Centennial Park Aquatic Center (15600 West Avenue)

First opened in 1992, this community pool expanded into an aquatic center in 1999. The pool's average attendance is 1,275 people per day. Pool hours are 12 p.m. to 8 p.m. daily, Sunday through Saturday. Members may enter the pool at 11a.m. on weekends. Hours for holidays and special events vary. The pool opens the Saturday before Memorial Day and closes on Labor Day. Concession stand dates and hours of operations shall coincide with the opening and closing of the aquatic center, approximately 100 days. In addition, vendor will offer various food/beverage packages for birthday parties hosted at the pool. Vendor will take full responsibility for this arrangement and the support services which coincide. Vendor may be asked to participate in pool special events at the sole discretion of the Recreation Department.

John Humphrey Complex (14700 West Avenue)

First opened in 1982. This sports complex has four (4) lighted baseball/softball fields with seven (7) additional unlit fields until June 22 after June 22nd we will have 6 fields at JHC 1-6. Games or practice take place daily from approximately April 1st to August 15th. Estimated traffic for fields with lights is 500 people per night (weekdays) and unlit fields traffic is 350 people per night (weekdays only). *Games during the week start at 5:30 p.m. with the last game ending no later than 10:45 p.m. (Park closes at 11:00 p.m. by Village ordinance). Estimated traffic per week night is approximately 500 people.

During the fall, one (1) football field is available for usage. Practices occur Monday through Friday and games are played on Saturday and Sunday. There are three (3) football organizations that play on the field. Depending on which organization is playing at home each week, there could be three (3) games or as many as seven (7) on Saturday and/or Sunday. The football season games start the 1st week in August and run through the end of October.

The concession stand operations at John Humphrey Complex are approximately April 1st through November 15th from 5:00 p.m. – 11:00 p.m. Monday through Friday and 8:00 a.m. – 10:00 p.m. Saturday and Sunday. Depending on customer demand and approval of the Director of Recreation, the concessions may open later and close earlier than scheduled. Also, the schedule varies by season, so hours may be less than indicated above as appropriate.

Village of Orland Park Sportsplex (11351 W. 159th Street)

The Sportsplex is a multi-purpose recreation facility that features, a fitness center, three basketball/volleyball courts, indoor soccer arena, child care, climbing wall and gymnastics center. The facility was opened in 2002. It has a membership base of nearly 3500, and has a daily attendance figure of 350 – 750 on a week day basis and 250 - 1,000 people per day on the weekends depending upon the season. The facility is open from 5:30 a.m. – 10:00 p.m. Monday through Friday and 8:00 a.m. - 9:00 p.m. on Saturday and 8

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a.m. – 8 p.m. on Sunday. Currently, there are ice cream, snack & beverage machines at the Sportsplex. **The requirement to operate concessions at this location is optional.** The Village reserves the right to operate its own concessions operation in this location.

Special Events

The Recreation and Parks Department hosts approximately 10-12 special events throughout the calendar year requiring the provision of basic concessions (i.e. teen dances with average attendance of 500 people).

Athletic Organization Days

Vendor will donate an approved percentage of revenues 10 – 15 days per year to approved Orland Park athletic organizations. On these days, the Village may donate its percentage of the revenues to the organization. The Vendor will also be asked to donate a percentage of the revenues as well. Please provide in your proposal the amount you will donate to the organization.

Requirements

Vendor shall furnish and maintain, at its own cost and expense, in good, usable condition, a sufficient amount of equipment, to carry out the activities and operation of the concessions and shall maintain such equipment in a clean, orderly and inviting condition satisfactory to the Director of Recreation. There are several items of equipment that are the property of the Village that are currently provided and available for use by the Vendor. At Centennial Park, the equipment items available for use by the Vendor are: Delfield 3-door refrigerator, Delfield 2-door freezer, Ice maker, pizza oven, popcorn machine, 2 pretzel warmers, warming oven, 2 cash registers, 2 RC Cola Dispensers, 7Up Cooler and a Chili Willie Ice Machine. At the Centennial Park Aquatic Center, the equipment items available for use by the Vendor are: Delfield 3-door refrigerator, Delfield 2-door freezer, Follet ice machine, 2 pizza ovens, popcorn machine, 2 cash registers, 2 RC Cola Dispensers, Snapple Cooler and a Chili Willie Soft Ice Machine. At the John Humphrey Complex, the equipment items available for use by the Vendor are: Ice cream freezer, Hoshizaki Cube Star icemaker, food/pizza warmer, 2 microwaves, 2 toaster ovens, popcorn maker, pretzel warmer, 2 nacho cheese machines, cash register, coffee maker, RC Cola Dispenser, Snapple Cooler and a Chili Willie Soft Ice Machine.

At all times during the Concession License and Agreement Term, Vendor shall maintain the concession areas, including seating areas, and all personal property located therein in a clean, neat, orderly, and safe condition. This includes all fixtures for customer's convenience, and including without limitation, collection and proper disposition of trash in receptacles. Vendor will meet and adhere to all Village Building & Health Department codes as set forth by the Village Building & Health Department.

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Vendor must employ and train, at its' own cost and expense, a sufficient number of qualified personnel, and agrees that the services provided by such personnel to the public shall be provided in a courteous, businesslike and efficient manner to complete the services required by this request for proposals.

The Village shall provide electricity, hot and cold running water, trash receptacles and the cost of refuse disposal for the operation of the concession areas. The Village will furnish concession stand and basic utilities. Telephone access is available in all locations, if desired. The Vendor shall be responsible for the provision of any telephone service, all telephone charges and associated costs for the concession facilities. Any alteration of existing systems or plumbing sought by Vendor shall be undertaken by Vendor only after Vendor receives the express prior written consent of the Village and shall be undertaken at the sole expense of Vendor and shall be the sole responsibility of Vendor. All improvements to plumbing and/or electrical systems shall become the property of the Village upon expiration of this Agreement.

The Village of Orland Park currently has an exclusive agreement with American Bottling Company for beverage vending sales and services. All beverages dispensed through the concession stands must be obtained from American Bottling Company, or the then current beverage vendor as designated by the Village of Orland Park. Beverage vending machines are located at Centennial Park, Centennial Aquatic Center and the John Humphrey Complex. These vending machines, maintained by American Bottling Company, are for soft drink/water sales only.

Vendor shall not sell or permit to be sold, used or brought upon the licensed locations under Vendor's control any intoxicating or alcoholic beverages.

Vendor shall abide by the laws of the United States, State of Illinois and all applicable Village codes, ordinances, regulations, and Health Department standards. Vendor shall maintain itself in good standing to do business under the laws of the State of Illinois. Vendor shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Vendor agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act and the Illinois Human Rights Act, Americans with Disabilities Act and all applicable rules and regulations promulgated thereunder and all amendments made thereto, and vendor represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of vendor's services, or denied employment opportunity by vendor on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service.

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The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.

In addition to the forms included in this RFP, please provide a proposal with sections including the information requested below:

Services to be Provided - Please describe the services to be provided. Describe in narrative and/or outline form your detailed work plan, including the results to be expected.

Operations Plan – Describe the management and operations plan for each concession location including at minimum the following: Services to be provided, schedule, work plan, hours of operations, menu and product price list, staffing plan, provisions for notice of closing and reopening, maintenance and sanitation, and if there will be a licensed food sanitarian on staff.

Bookkeeping – Describe methods of bookkeeping you will use to accurately and completely account for all receipts and disbursements in connection with the operation of the concessions.

Signage – The proposer should indicate what type of signage will be utilized to inform patrons of hours, menu selection and pricing.

Capital Improvements Proposed – Following a tour of the facilities, proposer should include any capital improvements which may be necessary for the operations of the proposer.

Areas of Maintenance and Sanitation – The proposer will be responsible for the maintenance and sanitation of the concession facilities and the surrounding areas. One additional staff member is required to be provided by the Vendor, at the sole cost of the Vendor, to work during operating hours, at the Centennial Pool location, solely for these purposes.

It is optional to propose on providing concessions at the Village of Orland Park Sportsplex. The Village of Orland Park will consider proposals with or without concessions at the Sportsplex. The Village will allow the proposer to do a trial period of operations at the Sportsplex if they so desire. In addition, the Village is willing to accept a different proposed commission structure for this location. If you are interested in providing concessions at this location, please describe your operations plan for this location as well as your commission structure.

Qualifications - Describe the experience of the firm and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village

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permission to contact said references and ask questions regarding prior work performance.

Operating history - Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the vendor to meet all contractual requirements. Vendor shall submit its past two years of certified audit of record of sales.

Qualifications - List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

Price/ Commission Structure – As stated previously, please provide a list of items/products to be provided and the price of each.

Also, provide your proposed commission structure for commissions to be paid to the Village for concession sales & party packages. (i.e. X% of gross sales, X% of gross sales with guarantee of at least \$X commission per operating month minimum (April through October), X% of gross sales plus a flat fee of \$X per operating month (April through October)). From November to March, the Village would not require the flat fee or monthly minimum, if proposed, in addition to the percentage of gross sales from special events. No commission is to be paid in months where there are no concessions provided.

The fee due and to be paid by the Vendor to the Village shall, at minimum, be based on a percentage of gross sales. Gross sales shall be the cash register amount of all sales made, with no set-off for ingredients or items purchased or costs of operation or construction of the concession stand. The Village does not pay taxes.

As stated previously, if desired, the Village is willing to accept a different proposed commission structure for the Sportsplex location on a trial basis. If proposing on this location, please state your proposed commission structure for this location.

For Athletic Organization days please provide the amount you are willing to donate to the organization.

The form of proposal included with this RFP in Section II must be completed in full and signed by an officer with authority to execute contracts. All documents in Section II must be completed and submitted with the proposal.

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GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a standard form services contract, subject to modifications (see Section III), with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

Length of Contract

The term of the services contract herein granted shall be for 1 year beginning April 1, 2011, but shall automatically be renewed on its annual anniversary date for each of four (4) successive years unless the Village notifies the Vendor in writing thirty (30) days before said anniversary date that it does not wish to renew the contract unless, or the Vendor notifies the Village in writing ninety (90) days before said anniversary date that it does not wish to renew the contract.

Proposal Price - The submitted proposal price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

Incurred Costs

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

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Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of these RFP's, a proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

Assignment

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

Vendor Responsibilities

The selected vendor will be required to assume responsibility for all services offered in this proposal. The Village will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting for the contract. Subcontracts will be permitted only upon specific, written permission of the Village.

Security/Damage Deposit

The selected vendor will be required to submit a security/damage deposit upon execution of the Contract in the amount of \$5,000.00. This deposit can be submitted in the form of a check, letter of credit or such other form as acceptable to the Village.

Compliance with Laws

The proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its

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subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Insurance Requirements

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

Indemnification

The selected Proposer shall indemnify and hold harmless the Village of Orland Park ("Village"), its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

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PROPOSAL SUBMISSION REQUIREMENTS

Proposer must submit two (2) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall be the forms with the original signatures and the unbound copy may be a photocopy.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

Certifications

All certifications and forms in Section II must be completed and submitted with the proposal.

Narratives

All Narratives described on pages 9 and 10 MUST be included with the proposal.

Insurance

Vendor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful proposer.

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Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverage the proposer currently has in force.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A "Notice to Proceed" will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

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EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on prices, vendor's qualifications, commission structure, menu options, service and additional factors deemed relevant. The Village of Orland Park retains the right to refuse any and all proposals.

The Village may make such investigations as it deems necessary to determine the ability of the vendor to perform the work in conformity with the Proposal and Contract documents, and the vendor shall furnish to the Village all such information and data for this purpose as the Village may request.

Pre-Award Interviews & Meetings

Initially, the vendor may be required to meet with the Director of Recreation and any member of an evaluation team.

During the initial interview, the vendor shall be prepared to give an oral presentation covering the following topics:

- The specific services to be provided;
- Qualifications of the vendor, including work on similar projects, experience of personnel, etc.;
- The working relationship to be established between the Village and the vendor, including, but not limited to, what each party should expect from the other;
- Implementation schedule for the project; and
- A review of the costs associated with this project.

In addition, the vendor should be prepared, if requested, to present the final proposal report to the Village of Orland Park Board of Trustees.

Negotiations

The Village of Orland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor.

Award

Award of the contract is subject to Village of Orland Park Board approval. The Village award will be made within sixty (60) days after the date of the proposal opening, or any mutually agreed extension thereof.

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PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, the proposer must submit all of the following items:

- Sealed Proposal Envelope - **Addressed to the Village of Orland Park, Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: **Village of Orland Park - Concession Services and Sales - RFP**, in the lower left hand corner.
- Proposal - Proposer must submit **two (2) complete, signed, sealed and attested bound copies of the proposal and one (1) complete, identical, unbound copy of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall have forms with original signatures and the unbound copy may contain photocopies.
- Information and narratives as requested in the **Requirements of Proposal** section of the RFP, including a sample contract from your company if you intend to submit one for the Village's consideration.
- All forms completed from Section II:
 - Proposal Summary Sheet
 - Business Organization
 - Certificate of Eligibility to Enter into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity
 - Tax Certification
 - References
 - Insurance Requirements

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

Concession Services and Sales

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

FEIN#: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for _____ calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

_____ Corporation: State of incorporation: _____
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

_____ (Corporate Seal)
Business Name

_____ Signature _____ Print or type name

_____ Title _____ Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, _____, being first duly sworn certify
and say that I am _____
(insert "sole owner," "partner," "president," or other proper title)

of _____, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2010.

Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

_____, having submitted a proposal for
_____ (Name of Contractor) for
_____ (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before
me this ____ day of _____, 2010

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: _____

Subscribed and sworn to before
me this ____ day of _____, 2010

Notary Public

TAX CERTIFICATION

I, _____, having been first duly sworn
depose and state as follows:

I, _____, am the duly
authorized

agent for _____, which has
submitted a proposal to the Village of Orland Park for

_____ and I hereby certify
(Name of Project)

that _____ is not

delinquent in the payment of any tax administered by the Illinois Department of
Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with
procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment
of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

Subscribed and Sworn to
Before me this _____
Day of _____, 2010

REFERENCES

(Please Print or Type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Proposer's Name & Title: _____

Signature and Date: _____

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

3rd Party Employee Dishonesty Bond

\$250,000

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS _____ DAY OF _____, 2010

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – ADDITIONAL INFORMATION

SAMPLE CONTRACT
VILLAGE OF ORLAND PARK
(Contract for Services)

This Contract is made this ____ day of _____, 20__ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and _____ (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Request for Proposals
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal as it is responsive to the VILLAGE’S RFP requirements
- All Certifications required by the Village
- Certificates of insurance
- Performance and Payment Bonds as may be required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: _____ and No/100 (\$ _____) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence [upon receipt of a Notice to Proceed] [or pick a date] and continue expeditiously [for _____ [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on _____] This Contract shall terminate upon completion of the WORK or ____ [year(s)][month(s)] [pick a date to insert], whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et

seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:	To the CONTRACTOR:
Denise Domalewski, Contract Administrator	
Village of Orland Park	
14700 South Ravinia Avenue	
Orland Park, Illinois 60462	
Telephone: 708-403-6173	Telephone:
Facsimile: 708-403-9212	Facsimile:
e-mail: ddomalewski@orland-park.il.us	e-mail:

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE
By: _____
Print Name: _____
Its: Village Manager
Date: _____

FOR: THE CONTRACTOR
By: _____
Print Name: _____
Its: _____
Date: _____