

LEGAL NOTICE - MUST RUN IN
SOUTHTOWNSTAR
Thursday, September 18, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS

CONCESSION SERVICES

The Village of Orland Park will **receive sealed proposals until 11:00 A.M. on the 14th day of October, 2014**, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for concession services at Centennial Park, Centennial Aquatic Center, John Humphrey Sports Complex, and at various Village special events.

There will be a **pre-proposal meeting** at 1:00 P.M. on the 1st day of October, 2014. All interested Proposers shall meet at the **Centennial Park Aquatic Center** located at 15600 West Avenue Orland Park, Illinois.

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

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled time of opening and reading proposals.

The President and Board of Trustees reserve the right to reject any and all proposals or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The successful proposer shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: John C. Mehalek
VILLAGE CLERK

VILLAGE OF ORLAND PARK, ILLINOIS



REQUEST FOR PROPOSALS

CONCESSION SERVICES

ISSUED

September 18, 2014

PRE-PROPOSAL MEETING

October 1, 2014

PROPOSALS DUE

October 14, 2014

**VILLAGE OF ORLAND PARK, ILLINOIS
CONCESSION SERVICES
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**VILLAGE OF ORLAND PARK, ILLINOIS
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I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park (the “Village”) is requesting proposals for concession services at Centennial Park, Centennial Aquatic Center, John Humphrey Sports Complex, and at various Village special events (the “Project”). Vendors submitting proposals (the “Proposers”) must adhere to the specifications and scope of work and services in accordance with this Request for Proposals (the “RFP”).

Submittal Deadline and Requirements

Proposals must be submitted no later than **11:00 a.m. on October 14, 2014**, No consideration will be given to proposals received after the above stated date and time. Proposers must submit five (5) copies of the proposal – four (4) 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 - 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 RFP. 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 RFP instructions may result in rejection of the proposal. **THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

Pre-Proposal Meeting

There will be a pre-proposal meeting at 1:00 p.m. on October 1, 2014. All interested Proposers shall meet at the Centennial Park Aquatic Center located at 15600 West Avenue Orland Park, Illinois. The pre-proposal meeting will begin promptly at the stated time. While attendance at this meeting is not mandatory in order to submit a proposal, interested Proposers are encouraged to attend to gain a better understanding of the Project locations.

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Questions

ALL QUESTIONS REGARDING THIS RFP SHOULD BE IN WRITING AND MUST BE SUBMITTED NO LATER THAN 12:00 P.M. LOCAL TIME ON OCTOBER 3, 2014, AND DIRECTED TO:

Ray Piattoni
Facility Administrator, Recreation
rpiattoni@orlandpark.org

No oral comments will be made to any Proposer as to the meaning of this RFP, the Project or other contract documents. Answers will be provided in writing and made available to the public on the Village's website. 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 is requesting proposals for concession services at the following locations and/or events:

- Centennial Park (15600 West Avenue Orland Park, IL)
- Centennial Park Aquatic Center (15600 West Avenue Orland Park, IL)
- John Humphrey Complex (147th & West Avenue Orland Park, IL)
- Approximately ten (10) Village special events (to be determined)

Proposers must be operational by April 6, 2015.

Overview of Concession Locations & Special Events

Centennial Park (15600 West Avenue)

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

During the fall, adult softball leagues, as well as fall baseball leagues, play for eight weeks (Monday through Thursday) on nine (9) 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 eight (8) soccer fields immediately to the west of the baseball fields. Average week night attendance (9 lighted fields) is 200 people. Weekend traffic varies. In 2014 there was an average of ten (10) games on Saturday and six (6) games on Sunday. Fall soccer season starts the first weekend in August and runs through the first weekend in November (approximately 10 weeks).

The concession stand operations at Centennial Park are approximately early April through mid- November 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)

Centennial Park Aquatic Center opened in 1992 as a community pool, and 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 11 a.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. Proposers will take full responsibility for this arrangement and the support services which coincide. Proposers may be asked to participate in pool special events at the sole discretion of the Village's Recreation Department.

John Humphrey Complex (14700 West Avenue)

The John Humphrey Complex opened in 1982. This sports complex has four (4) lighted baseball/softball fields with seven (7) additional unlit fields. There are six (6) fields at JHC 1-6 and five (5) fields at High Point. Games or practice take place daily from approximately early April through mid-August. Estimated traffic for fields with lights is 250 people per night (weekdays) and unlit fields traffic is 150 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 250 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 (games schedule TBD). 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 run approximately the last week of July through mid-November.

The concession stand operations at John Humphrey Complex are operational from approximately early April through approximately mid-November from 5:00 p.m. – 10:00 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 Village's 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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Special Events

The Village’s Recreation and Parks Department hosts approximately ten (10) special events throughout the calendar year. These events range from large (i.e. Fourth of July concert and fireworks) to small (i.e. Jr. High Dances). At the discretion of the Village’s Recreation Department, the successful Proposer may be expected to provide concessions during these events. Events are subject to change, but typically the Village’s annual special events requiring concessions include:

January – Chili Willie Challenge

February – Jr. High Dance

June/July – Centennial Park West Concert (Sunday before the Fourth of July)

July – Concert on the Lawn (Fourth of July)

August/September – Centennial Park West Concert (Sunday before Labor Day)

October – Jr. High Dance

October – Great Pumpkin Party

Athletic Organization Days

The successful Proposer 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.

<i>Estimated Concession Stands Gross Revenues Earned By Vendor</i>			
	2011	2012	2013
John Humphrey Complex	\$45,527	\$40,328	\$40,036
Centennial Park	\$59,532	\$56,035	\$47,756
Centennial Park Aquatic Center	\$157,063	\$152,810	\$124,203
Total	\$259,124	\$249,174	\$211,996

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Beverages Served

Beverages sold through Village concessions shall be purchased from the Village's contracted beverage supplier unless otherwise approved in writing by the Village. Should a drink type (such as slushies) not be offered through the contracted beverage supplier, the successful Proposer may propose an alternate source as well.

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

Equipment and Other Requirements

The successful Proposer 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 Village's Director of Recreation. Some equipment is the property of the Village and available for use by the successful Proposer. See *Section III – Additional Information* for a list of Village-owned equipment available for use at the Project locations, as well as a list of equipment typically provided by concession vendors. Non-Village equipment required to support the Project is the sole responsibility of the successful Proposer and shall be detailed in the Technical Proposal.

At all times during the performance of this Project, the successful Proposer 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 customers' convenience, and including without limitation, collection and proper disposition of trash in receptacles. The successful Proposer will meet and adhere to all Village Building & Health Department codes as set forth by the Village Building & Health Department.

The successful Proposer 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 will 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 successful Proposer shall be responsible for any telephone service & internet, all telephone & internet charges and associated costs for the concession

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facilities. Any alteration of existing systems or plumbing sought by the successful Proposer shall be undertaken by the successful Proposer only after the successful Proposer receives the express prior written consent of the Village and shall be undertaken at the sole expense of the successful Proposer and shall be the sole responsibility of successful Proposer. All improvements to plumbing and/or electrical systems shall become the property of the Village upon expiration of this Agreement.

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

Proposers shall abide by the laws of the United States, State of Illinois and all applicable Village codes, ordinances, regulations, and Health Department standards. Proposers shall maintain good standing to do business under the laws of the State of Illinois. Proposers 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.

Proposers agree 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 Proposers 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.

Technical Proposal

In addition to the forms and certifications in *Section II* of this RFP, Proposers must include the following (the "Technical Proposal") with their Proposal:

1. **Services to be provided** - Describe the services to be provided. Describe in narrative and/or outline form your detailed work plan, including the results to be expected.
2. **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.*
3. **Athletic Organizations Donation** – Please provide the percentage amount you will donate to Athletic Organizations Days, and indicate how many days you will offer the percentage annually.

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4. **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.
5. **Signage** – Indicate what type of signage will be utilized to inform patrons of hours, menu selection and pricing.
6. **Equipment** – Detail the equipment you will use. *Section III – Additional Information* details available facility equipment owned by the Village and a list of equipment typically provided by concession vendors. Non-Village equipment required to support the Project is the sole responsibility of the successful Proposer and shall be detailed in the Technical Proposal.
7. **Capital Improvements Proposed** – Proposer should include any capital improvements which may be necessary for the operations of the proposer.
8. **Areas of Maintenance and Sanitation** – The successful Proposer will be responsible for the maintenance and sanitation of the concession facilities and the surrounding areas. One (1) additional staff member is required to be provided by the successful Proposer, at the sole cost of the successful Proposer, to work during operating hours, at the Centennial Pool location only, solely for these purposes. Describe your plan to meet this requirement.
9. **Qualifications** - Describe the experience of your company 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 Village may contact said references and ask questions regarding prior work performance.
10. **Operating history** - Provide background information on your company, 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 your company's capabilities to meet all contractual requirements. Proposers shall submit its past two years of certified audit of record of sales.
11. **Qualifications** - List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.
12. **Commission Structure** – Provide a 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 November), X% of gross sales plus a flat fee of \$X per operating month (April through November). From November to March, the Village

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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 successful Proposer 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.

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 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.

Should the successful Proposer neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the successful Proposer 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 three (3) years beginning April 1, 2015, with the option to renewed on its annual anniversary date for each of two (2) successive years.

Proposal Price

The submitted proposal price may 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.

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Incurred Costs

The Village is not liable in any way for any costs incurred by the respondents in replying to this RFP.

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. Based upon the public nature of these RFPs, 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

The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

Responsibilities of Successful Proposer

The successful Proposer will be required to assume responsibility for all services offered in this proposal. The Village will consider the successful Proposer 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 successful Proposer may 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

Proposers 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.

Proposers 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.

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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 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

The successful 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 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, defend and hold harmless the 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

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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.

Proposers 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 five (5) copies of the proposal - four (4) 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. All copies shall contain original signatures.

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 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.

Technical Proposal

The Technical Proposal described on pages 9 and 10 **MUST** be included with the proposal.

Insurance

The successful Proposer 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.

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

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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 will evaluate proposals based on best overall value including prices, Proposer qualifications, commission structure, menu options, service and additional factors deemed relevant. The Village 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 Proposers to perform the work in conformity with this RFP, the Project and Contract documents, and Proposers shall furnish to the Village all such information and data for this purpose as the Village may request.

Selection Criteria

The evaluation committee will utilize the evaluation and selection process to establish a total score for each proposal as noted below. Based on this scoring, high-scoring proponents may be asked to attend an interview, and a final selection made on the basis of proposal and interview evaluation.

Selection Process

The evaluation committee will score the proposals using the evaluation criteria table below.

Criteria	Points Available
Percentage and/or guaranteed revenue proposal to Village	20
Menu offerings	15
Pricing of menu items	15
Proposed staffing plans	10
Supervision structure and plan	10
Athletic Organization donation proposal	5
Daily sanitation plan for operational hours and closings	10
Bookkeeping and financial records submitted to Village	10
Capital improvements plan	5
Sub-Total	100
Interview – if offered*	
Proposer’s presentation/ability to answer questions during interview	25
Total	125

**At the discretion of the Village, Proposers who have received a high ranking may be invited to an interview with the evaluation committee. The results of which will be used by the committee as a mechanism to revisit, revise, confirm and finalize the score.*

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Negotiations

The Village 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 successful Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

Award

Award of the contract is subject to Village Board approval. The Village award will be made within ninety (90) 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 - RFP**, in the lower left hand corner.
- Proposal copies - Proposer must submit **five (5) copies** of the proposal - four (4) 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. All copies shall contain original signatures.
- Information as requested in the **Technical Proposal** section of this RFP (see pages 9 and 10)
- All forms completed from *Section II – Required Proposal Submission Documents*:
 - 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

Project Name

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 ninety (90) calendar days from the date of submittal.

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 _____, 20__.

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 _____, 20__.

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 _____, 20__.

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 _____, 20__.

Notary Public

THREE (3) 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 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 _____, 20__

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – ADDITIONAL INFORMATION

CONCESSIONS EQUIPMENT

The following is a list of Village-owned equipment available for use at the Project locations, as well as a list of equipment typically provided by concession vendors. As stated in *Section I – Instructions to Proposers*, non-Village equipment required to support the Project is the sole responsibility of the successful Proposer and shall be detailed in the Technical Proposal.

Concessions Equipment	Quantity	Owned by Village	Typically provided by vendors
Centennial Park Baseball Fields			
Popcorn Machine	3	x	
Ice Cream Freezer	2	x	
Nacho Cheese Machine	5		x
Ice Shaver	2		x
Coffee Maker	1		x
Freezer	2	x	
Refrigerator	1	x	
Shelving Units (5 shelves)	7	x	
Pizza Oven	3		x
Coolers	3		x
Warmer	3	x	
Crockpot	1		x
Hot Dog Rotisserie	1		x
Ice Machine	1	x	
Shelving Units (2 shelves)	1	x	

John Humphrey Complex			
Shelving Units (5 shelves)	2	x	
Coffee maker	2	x	
Portable Cooler	1	x	
Hot Dog Rotisserie	1	x	
Panini Press	1		x
Popcorn Machine	1	x	
Grill (propane)	1		x
Microwave	1	x	
Nacho/chili dispenser	1		x
Shaved Ice Machine	1		x
Holding cabinet	1	x	

Pizza Maker (Fusion)	1		x
Conveyor belt oven	1		x
Flav-R-Save holding/display cabinet	1	x	
Crockpot	1		x
Ice Maker	1	x	
Sentry Safe	1		x
3 Shelf Candy Rack	1	x	
3 Column Chip Rack	1	x	

Centennial Pool			
3 Door Refrigerator (Delfeild)	1	x	
2 Door Freezer (Delfeild)	1	x	
Ice Maker (Scotsman)	1	x	
Cash Register	2		x
Pizza holding cabinet	1		x
Pizza conveyor oven (Lincoln Impinger)	1		x
Fryer (Avantco)	2		x
Grill (Star Max)	1		x
Chest freezer (2 top doors)	3		x
Soft Pretzel Cabinet	1		x
3 Bay Warming Table	1		x
Stainless steel heat rack (2 shelf)	1		x
Microwave	1	x	
Gatorade Cooler (counter top)	1	x	
Fountain Dispenser (8 fountains)	2	x	
Shelving unit for fountain boxes	1	x	
Stainless steel counter w/2 door refrigerator	1		x
3 Hole stainless steel sink	1	x	
Hood/fire supression system	1	x	
Soft Serve Ice Cream Machine (Cold Stone)	1		x
Stainless steel table w/warming lamp	1		x

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, defend 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:

Name:

Company:

Address

Telephone:

Facsimile:

e-mail:

To the CONTRACTOR:

Telephone:

Facsimile:

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

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: Village Manager

Its: _____

Date: _____

Date: _____