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LEGAL NOTICE

VILLAGE OF ORLAND PARK REQUEST FOR PROPOSALS # 16-006

Taste of Orland Park Tent and Supplies Rentals 2016-2018

The Village of Orland Park's Recreation and Parks Department is requesting proposals from interested vendors to provide tents, tables, chairs, tent lights and extension cords for the tent lights for its three-day summer festival, the Taste of Orland Park, in 2016, 2017 and 2018. Proposals are due not later than 11:00 A.M. on February 17, 2016, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462. 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, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

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 Consultant 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 #16-006

Taste of Orland Park Tent and Supplies Rentals 2016-2018

ISSUED

January 27, 2016

PROPOSALS DUE

February 17, 2016
11:00 A.M.

Submit sealed proposals to:

Village of Orland Park
Attention: Clerk's Office
14700 South Ravinia Avenue
Orland Park, Illinois 60462

VILLAGE OF ORLAND PARK, ILLINOIS
RFP #16-006

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I – INSTRUCTIONS TO VENDORS

OVERVIEW

The Village of Orland Park is requesting proposals from interested vendors to provide tents, tables, chairs, tent lights and extension cords for the tent lights for its three-day summer festival, the Taste of Orland Park, in 2016, 2017 and 2018.

CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, not later than 12:00 pm local time on Monday, February 8, 2016, to:

Ray Piattoni
Village of Orland Park
Email: rpiattoni@orlandpark.org

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of a written Addendum to be posted on the Village's website. In order to receive notification of any Addenda, please register your email with the Village via the "Sign Up" link located on the Bids & RFPs page on the Village's website, at www.orlandpark.org/asp. Answers to questions will not be mailed to potential vendors.

No oral comments will be made to any Vendor as to the meaning of the RFP, Specifications or other contract documents. Answers will be provided in writing to all potential Vendors. Vendors will not be relieved of obligations due to failure to examine or receive documents, visit the Village's website or become familiar with conditions or facts of which the Vendor 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 Vendor or relieve him from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. **Vendors are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Vendor's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

SUBMISSION DEADLINE

Proposals must be submitted no later than **11:00 a.m., local time, on Wednesday February 17, 2016**. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline 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.

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

PROJECT DETAILS

Scope of Services

The Village of Orland Park seeks vendor proposals to provide tents, tables, chairs, tent lights and extension cords for the tent lights for its for its three-day summer festival, the Taste of Orland Park, in 2016, 2017 and 2018. All equipment, labor and supplies necessary to erect, maintain and remove these items are the sole responsibility of the vendor and should be factored into the proposal. **The Village of Orland Park will not provide labor, equipment or supplies in support of the vendor's efforts.** All tents shall be framed tents, secured with heavy duty tent spikes/rope. Spikes/rope shall be set-up as to permit pedestrian and vehicle traffic up and down rows without creating a hazard.

Exhibit B, Taste of Orland Park Grounds Map, shows a color coded diagram of the Taste grounds with tent locations & sizes.

Exhibit C, Tent and Supplies Estimated Quantities offers an estimated amount of quantities needed to accommodate event restaurants, sponsors and community booths. The actual number of tents and other supplies required will vary each year and will be determined prior to each event date.

Vendors shall provide pricing for the Village's estimated quantities on Exhibit D, Price Proposal.

Duties To Be Performed

It shall be the sole responsibility of the vendor to:

1. Erect/set-up and place of all tents, side walls, counters, lights, extension cords, tables, chairs and bar stools as directed by Village of Orland Park event staff.
2. Set-up shall begin by 7am the Wednesday prior to the event.
3. Equipment necessary to begin by 7am should be on-site in advance allowing work to begin at 7am. Equipment may be delivered on the Tuesday prior to the event with the approval of the Village of Orland Park.
4. All tents/counters shall be fully erected no later than 8am Friday morning of the first day of the event.
5. All tables/chairs shall be in place by 12pm on the first day of the event.
6. All tent lights shall be fully functional by 4p on the 1st day of the event.
7. Vendor must remain on sight thru at least the first hour, or as needed, on the first day of the event to make tent, light or other adjustments as needed.
8. Vendor shall inspect tents, lights & counters beginning at 8am the 2nd day of the event to adjust as needed.
9. Vendor shall provide the names and numbers of three contacts that can initiate repairs/adjustments to tents/lights as needed throughout the event. Taste hours are: Friday: 5p – 11p; Saturday: 1p –

11p, Sunday: 1p – 9p

10. After the event, vendor shall perform asphalt patching as needed for all holes from tent stakes or other damages as a result of tents being erected. Asphalt patching shall be included at no additional charge.
11. Removal of all tents, tables, chairs, lights, extension cords and bar stools are the sole responsibility of the vendor.
12. Vendor shall remove all tents, tables, chairs, lights, extension cords, bar stools and support equipment, and supplies beginning no later than 7am the Monday following the event. All vendor supplies and equipment will be off premise by the end of the Monday following the event.

PROPOSAL SUBMISSION REQUIREMENTS

TECHNICAL PROPOSAL

In addition to the required forms in *Section II* of this RFP, Vendors must include a “Technical Proposal” with their submittal. Each Technical Proposal shall include the following information:

Experience: Describe the experience of the 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 vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

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 the capability of the vendor to meet all contractual requirements.

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 PROPOSAL

Vendors shall complete and submit the Price Proposal, Exhibit D included in *Section III* of this RFP.

REQUIRED FORMS

Vendors shall complete and submit the requested forms included in *Section II* of this RFP.

Vendor Summary Sheet – *Section II* includes the Vendor Summary Sheet which must be completed and submitted with the proposal.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the proposal.

References – *Section II* includes the References form that must be completed and submitted with the proposal. Vendors shall provide three (3) references for which they have performed similar work. By providing this information, Vendors grant the Village permission to contact said references and ask questions regarding prior work performance. The Village may use the information gained from Vendor’s

references to further evaluate Vendor responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements form which must be completed, signed and submitted with the proposal. Vendors may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the Vendor currently has in force.

SEALED PROPOSALS

Not later than 11:00 a.m., local prevailing time on February 17, 2016, all sealed proposals must be submitted to the Village Clerk's Office labeled RFP # 16-006 – Taste of Orland Park Tent and Supplies Rentals 2016-2018 in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Avenue
Orland Park, IL 60462

Oral, telephonic, telegraphic facsimile or electronically transmitted proposals will not be considered. In order to be responsive, SEALED PROPOSALS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

COPIES

Vendors must **submit four (4) complete hardcopies of the proposal**. Three (3) bound sets and one (1) unbound set - shall be marked "Original" and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

WITHDRAWAL OF PROPOSALS

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. Proposals shall be irrevocable for a period of ninety (90) calendar days after the Village opens them.

OTHER

Each Vendor is responsible for reading this RFP and determining that the Proposal Specifications describe the Project in sufficient detail.

After proposals have been opened, no Vendor shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Vendor from its obligation to perform. All proposals must be made in accordance with this RFP, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.

GENERAL TERMS AND CONDITIONS

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

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.

Compliance with Laws – The Vendor 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. Vendor 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. Vendors 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. Vendors are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Vendors are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Vendor in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Vendor must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Vendor. In order to receive said Notice, the successful Vendor shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Vendor if these documents are not submitted to and approved by the Village within ten (10) days of notice of proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Vendor will be required to enter into with the Village within ten (10) business days of notice of proposal award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Incurred Costs – The Village will not be liable in any way for costs incurred by Vendors in replying to this RFP.

Indemnification - The successful Vendor 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 Vendor, 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 Vendor, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and 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 Vendor 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 Vendor 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 Vendor 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.

Insurance – The successful Vendor 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 in *Section II* of this RFP. **Vendors must sign and submit with the proposal, the Insurance Requirements in Section II of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Vendor.** By signing this form, Vendors certify that in the event the Vendor does not already have the required insurance coverages in place, the Vendor has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Vendor within ten (10) days after the date of the Notice of Award of the Contract. 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. Vendors have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Vendor may incur as a result of obtaining said required coverage's. Vendors also represent that they have taken the insurance requirements into account and at Vendors' sole discretion, has factored this into the proposal prices submitted. The successful Vendor is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Vendor may incur to satisfy the obligations required herein.

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 Project. 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 as contractually binding on the successful Vendor.

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on the following:

- Overall cost per year
- Quality of tents/supplies
- Ability to meet event deadlines
- Vendors references and other projects
- Ability to respond to emergencies during event

The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village, or to reject any and all proposals submitted. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

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.

PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, each Vendor must submit the following items:

1. A **Technical Proposal** as described in this RFP
2. A completed **Price Proposal**, Exhibit D
3. Signed and completed **Required Forms** from *Section II*:
 - a. Vendor Summary Sheet
 - b. Affidavit of Compliance
 - Business Organization
 - Eligibility to Enter Into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity Compliance
 - Tax Certification
 - Authorization & Signature
 - c. Three (3) References
 - d. Insurance Requirements
4. Four (4) complete hardcopies of the proposal - three (3) bound sets and one (1) unbound set - shall be marked "Original" and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Submit your sealed proposals labeled RFP # 16-006 – Taste of Orland Park Tent and Supplies Rentals 2016-2018 in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk's Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

5. **Acknowledgement of Addendum (if applicable):** Vendors are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Vendor's failure to include a signed formal Addendum in its proposal submission may deem its proposal non- responsive.

II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

VENDOR SUMMARY SHEET

RFP # 16-006 – Taste of Orland Park Tent and Supplies Rentals 2016-2018

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: _____

Signature of Authorized Signee: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

AFFIDAVIT OF COMPLIANCE
RFP # 16-006

Vendors shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Vendor is not responsible.

The undersigned _____, as _____
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Vendor is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Vendor is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation _____
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Vendor is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes [] No []

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 (the "Department") and the Human Rights Commission (the "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.”

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

During the performance of this Project, Vendor agrees to comply with the “Illinois Human Rights Act”, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Vendor shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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. 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. In the event of the Vendor’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 the Vendor 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.

5) **TAX CERTIFICATION:** Yes [] No []

Vendor 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.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Vendor set forth on the Vendor Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This ____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

REFERENCES
RFP # 16-006

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 _____

Vendor's Name & Title: _____

Signature and Date: _____

INSURANCE REQUIREMENTS
RFP # 16-006

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

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit
\$1,000,000 – 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

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 proposer 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 proposer.

ACCEPTED & AGREED THIS ____ DAY OF _____, 20__

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS

RFP # 16-006

-
- **A – Sample Contract**
 - **B – Taste of Orland Park Grounds Map** (under separate cover)
 - **C – Tent and Supplies Information List** (under separate cover)
 - **D – Price Proposal** (under separate cover)
-

**EXHIBIT A
SAMPLE CONTRACT**

**VILLAGE OF ORLAND PARK
(Contract for Purchase of Goods and 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 "VENDOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (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 Contract
- The Terms and Conditions pertaining to the Contract
- The Request for Proposals
- The Instructions to Vendors
- The Proposal as it is responsive to the VILLAGE's RFP requirements
- Affidavit of Compliance
- References
- Certificate of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT: The VILLAGE agrees to purchase from the VENDOR the following:

Description	Unit Price	Quantity	Total Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the

services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following for performance of the described services and upon acceptance of the GOODS:

TOTAL COST: _____ and No/100 (\$ _____) Dollars.
(hereinafter referred to as the "CONTRACT SUM.") The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The VENDOR shall deliver the GOODS within _____ (days/weeks/months) of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

The WORK shall commence upon receipt of a Notice to Proceed 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 VENDOR 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 VENDOR, 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 VENDOR, 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 VENDOR 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 VENDOR 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 VENDOR 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.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

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 any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR 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 explained in the Terms and Conditions herein and as follows: VENDOR 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 VENDOR and its subcontractors and any suppliers 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 VENDOR shall maintain, and require that its subcontractors and suppliers 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. VENDOR and all subcontractors and suppliers 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. VENDOR and all subcontractors and suppliers 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 VENDOR 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 requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone:
Facsimile:
e-mail:

To the VENDOR:

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 under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: 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 VENDOR'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 VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The VENDOR 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 11: COMPLIANCE: VENDOR 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 12: 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 13: 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 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: 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 VENDOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and

all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*)

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.