

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0198

Innoprise Contract #: C16-0050

Year: 2016-18

Amount:

Department: Recreation - Ray Piattoni

Contract Type: Services

Contractors Name: Arena Event Services, Inc. dba Arena Americas

Contract Description: Tent & Supply Rental - Taste of Orland 2016-2018

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

June 1, 2016

Mr. Jim Decatur
Arena Americas
6901 S. Sante Fe Drive
Hodgkins, IL 60525

RE: *NOTICE TO PROCEED – Tent & Supply Rental – Taste of Orland 2016-2018*

Dear Mr. Decatur:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of May 13, 2016.

Please contact Ray Piattoni at 708-403-6283 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be emailed to you. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated April 20, 2016 in an amount not to exceed proposed unit prices. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Ray Piattoni

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6100
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VILLAGE HALL

TRUSTEES
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Michael F. Carroll

April 20, 2016

Mr. Jim Decatur
Arena Americas
6901 S. Sante Fe Drive
Hodgkins, Illinois 60525

NOTICE OF AWARD – Tent & Supply Rental-Taste of Orland Park 2016-2018

Dear Mr. Decatur:

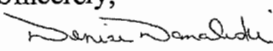
This notification is to inform you that on April 4, 2016, the Village of Orland Park Board of Trustees approved awarding Arena Americas the contract in accordance with the proposal you submitted February 17, 2016, for Tent & Supply Rental-Taste of Orland Park 2016-2018 for an amount not to exceed proposed unit prices.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by May 4, 2016.

- I am attaching the Contract for Tent & Supply Rental-Taste of Orland Park 2016-2018. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Ray Piattoni

VILLAGE OF ORLAND PARK
Tent & Supply Rental – Taste of Orland 2016-2018
(Contract for Services)

This Contract is made this **20th day of April, 2016** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Arena Event Services, Inc. dba Arena Americas (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 issued January 27, 2016
 - The Instructions to the Proposers
 - All Exhibits
 - All Addenda Issued
- The Proposal received February 17, 2016, as it is responsive to the VILLAGE’S bid requirements
- Affidavit of Compliance
- References
- Certificate of insurance

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

Pricing shall include set up, maintenance and take down of the following rented items for the Taste of Orland Park:

	ITEM	Approximate Quantity*	PRICE PER ITEM 2016	PRICE PER ITEM 2017	PRICE PER ITEM 2018	Total per year
1.	10' X 10' Framed Tent (no sides)	43	\$121.50	\$121.50	\$121.50	\$5,224.50
2.	10'X10' Framed Tent (3 sides)	2	\$153.00	\$153.00	\$153.00	\$306.00
3.	10' X 20' Framed Tent (no sides)	1	\$278.78	\$278.78	\$278.78	\$278.78
4.	10' X 20' Framed Tent (3 sides)	1	\$332.78	\$332.78	\$332.78	\$332.78
5.	10'X20' Framed Tent (4 sides)	2	\$359.78	\$359.78	\$359.78	\$719.56
6.	20' X 20' Framed Tent (w/walls & skirted counters)	20	\$418.25	\$418.25	\$418.25	\$8,365.00
7.	20'X20' Framed Tent (no sides)	1	\$301.25	\$301.25	\$301.25	\$301.25
8.	30'X17' Bandshell	1	\$433.35	\$433.35	\$433.35	\$433.35
9.	6'X10' Framed Tent (3 sides)	1	\$184.50	\$184.50	\$184.50	\$184.50
10.	8'X30" Folding Tables	130	\$8.78	\$8.78	\$8.78	\$1,141.40
11.	8'X30" Folding Tables (w/leg extensions)	2	\$15.30	\$15.30	\$15.30	\$30.60
12.	Folding Chairs	291	\$1.30	\$1.30	\$1.30	\$378.30
13.	Bar Stools	6	\$13.50	\$13.50	\$13.50	\$81.00
14.	Extension Cords	69	\$11.34	\$11.34	\$11.34	\$782.46
15.	Lighting (per 10' X 10' tent)	45 tents	\$27.00	\$27.00	\$27.00	\$1,215.00
16.	Lighting (per 10' X 20' tent)	4 tents	\$27.00	\$27.00	\$27.00	\$108.00
17.	Lighting (per 20' X 20' tent)	21 tents	\$27.00	\$27.00	\$27.00	\$567.00
18.	Lighting (per 6' X 10' tent)	1 tent	\$27.00	\$27.00	\$27.00	\$27.00
19.	Asphalt patching after event	All holes	NC	NC	NC	0.00
	TOTAL					\$20,476.48

* Actual Quantity will vary dependent upon actual participation per year (restaurants, community booths, sponsors, other)

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 4pm on the 1st day of the event.
- 7) Vendor must remain on sight at least through 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: 5pm – 11pm; Saturday: 1pm – 11pm, Sunday: 1pm – 9pm.
- 10) 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. Removal is the sole responsibility of the vendor.
- 11) 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.

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the VENDOR 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:

Total: an amount not to exceed per item prices as listed above, for a total of approximately Twenty Thousand Four Hundred Seventy-Six and 48/100 (\$20,476.48) Dollars for 2016-2018. The actual amount is dependent on the number of items ordered each year based on participation.

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 written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The term of this contract shall be for three (3) years – Taste of Orland Event 2016, 2017, 2018. The WORK in 2016 shall commence August 3, 2016 and continue expeditiously from that date until final completion on August 8, 2016. The WORK shall commence on dates to be determined by the Village of Orland Park for 2017 and 2018. VENDOR shall be notified of select dates as soon as they are determined. This Contract shall terminate upon completion of the WORK following the 2018 event, 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.

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 VENDOR in compliance with 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 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 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 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 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 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 shall be considered received if it is delivered in person, sent by registered United States mail, delivery confirmed, 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:

Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the VENDOR:

Jim Decatur
New Business Development Manager
Arena Americas
6901 S. Sante Fe Drive
Hodgkins, IL 60525
Telephone: 312-802-7359
Facsimile: 708-813-2360
e-mail: jdecatur@arenaamericas.com

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 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 9: 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 10: 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 11: 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 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

FOR: THE VILLAGE
By: 
Print Name: Paul G. Grimes
Title: Village Manager
Date: 5/19/16

FOR: THE VENDOR
By: 
Print Name: Patrick Wendelberger
Title: General Manager
Date: 5-3-16

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: Arena Americas


Street Address: 6901 S. Santa Fe Drive

City, State, Zip: Hodgkins, IL 60525

Contact Name: Jim Deador

Phone: 312-802-7359 Fax: 708-813-2360

E-Mail address: j.deador@arenaamericas.com

Signature of Authorized Signee: 

Name: Jim Deador

Title: New Business Development Manager

Date: 2-15-16

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 Jon Tabeling, as COO
(Enter Name of Person Making Affidavit) *(Enter Title of Person Making Affidavit)*
and on behalf of Arena Event Services, Inc. dba Arena Americas, 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. #: 30-0766502
(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 Delaware 03/01/2013
(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 [x] 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

Jon Tabela

Name of Authorized Officer

COO

Title

2/17/16

Date

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

Notary Public Signature

NOTARY SEAL

REFERENCES
RFP # 16-006

ORGANIZATION Village of Elmwood Park
ADDRESS 11 Condi Parkway
CITY, STATE, ZIP Elmwood Park IL 60707
PHONE NUMBER 773-858-1323
CONTACT PERSON Michael Neri
DATE OF PROJECT Aug. + Sept

ORGANIZATION Chicago Event Management
ADDRESS 135 S. LaSalle Street Suite 1160
CITY, STATE, ZIP Chicago IL 60603
PHONE NUMBER 312-446-4279
CONTACT PERSON Sean Borus
DATE OF PROJECT April + Oct.

ORGANIZATION Tamar Productions
ADDRESS 706 N. Dearborn St.
CITY, STATE, ZIP Chicago IL 60654
PHONE NUMBER 773-880-1000
CONTACT PERSON Tina Sdiens
DATE OF PROJECT

Vendor's Name & Title: Jim Deador Arana Americas New Business Development Manager

Signature and Date:  2-15-16

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 17 DAY OF February, 2016



Signature
John Labeling, COO

Printed Name & Title

Authorized to execute agreements for:
Arena Event Services, Inc. dba Arena Americas

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123		FAX (A/C. No.): (920) 431-6345
	E-MAIL ADDRESS:		
INSURED Arena Event Services, Inc dba Arena Americas 7000 S. 10th Street Oak Creek WI 53154 USA	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B: California Insurance Company		38865
	INSURER C: Continental Indemnity Company		28258
	INSURER D: ACE American Insurance Company		22667
	INSURER E: Westchester Fire Insurance Company		10030
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 57006119770** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PMD G2748394A 002 General Liability	08/01/2015	08/01/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
D	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PMU H08457699 002 Auto	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION		1000011151 Umbrella SIR applies per policy terms & conditions	08/01/2015	08/01/2016	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	73-892718-01-03 Work Comp - CA, AZ, TX 73-892718-01-04 Work Comp - AOS	08/01/2015	08/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
C				08/01/2015	08/01/2016	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS ON THE GENERAL LIABILITY, AUTO AND UMBRELLA THE VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES AND AGENTS AS RESPECTS TO THE WORK BEING DONE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES ON GENERAL LIABILITY, UMBRELLA AND WORKERS COMPENSATION.

CERTIFICATE HOLDER THE VILLAGE OF ORLAND PARK 14700 S RAVINIA AVENUE ORLAND PARK IL 60462 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>
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Holder Identifier :

Certificate No : 57006119770

PRICE PROPOSAL
EXHIBIT D
RFP #16-006

Tents & Supplies Rental - Taste of Orland Park 2016 - 18

Pricing shall include set-up, maintenance and take down of the following rental items for the Taste of Orland Park. Tables and chairs will be placed in appropriate locations as determined by the VILLAGE

		Approximate Quantity	Price per Item 2016	Price per Item 2017	Price per Item 2018	Additional Information
1	10' X 10' Framed Tent (no sides)	43	121.50	121.50	121.50	
2	10' X 10' Framed Tent (3 sides)	2	153.00	153.00	153.00	
3	10' x 20' Framed Tent (no sides)	1	278.78	278.78	278.78	
4	10' x 20' Framed Tent (3 sides)	1	332.78	332.78	332.78	
5	10' x 20' Framed Tent (4 sides)	2	359.78	359.78	359.78	
6	20' x 20' Framed Tent (w/walls and skirted counters)	20	418.25	418.25	418.25	
7	20' x 20' Framed Tent (no sides)	1	301.25	301.25	301.25	
8	30' x 17' Bandshell	1	433.35	433.35	433.35	
9	6' x 10' Framed tent w/3 sides	1	184.50	184.50	184.50	
10	8' x 30" folding tables	130	8.78	8.78	8.78	
11	8' x 30" folding tables with leg extensions	2	15.30	15.30	15.30	
12	Folding Chairs	291	1.30	1.30	1.30	
13	Bar Stools	6	13.50	13.50	13.50	
14	Extension Cords	69	11.34	11.34	11.34	
15	Lights per 10' x 10' tent	45	27.00	27.00	27.00	
16	Lighting per 10' x 20' tent	4	27.00	27.00	27.00	
17	Lighting per 20' x 20' tents	21	27.00	27.00	27.00	
18	Lighting per 6' x 10' tent	1	27.00	27.00	27.00	
19	Asphalt Patching	ALL HOLES	NO CHARGE	NO CHARGE	NO CHARGE	

VILLAGE OF ORLAND PARK, ILLINOIS



ADDENDUM NO. 1

RFP #16-006

Taste of Orland Park Tent and Supplies Rentals 2016-2018

Date: Wednesday, February 10, 2016
To: All Potential Proposers
From: Village of Orland Park
RE: Responses to Question Received

This Addendum No. 1 is being issued to provide a response to questions submitted for the above mentioned Project. All other provisions and requirements of the RFP shall remain in effect. **All addenda must be acknowledged by signing the Addendum and including it with your submittal.** Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

The following are the Village's responses to the one question submitted for this RFP:

1. For the Amphitheater Stage Tent, it states a 30x17 Tent. Can the tent be a 30x15 as I do not know of a 30x17 tent on the market. Has this tent in the past been a Frame tent or a Structure with no gable end in the front? Also was this held down with water barrels or are concrete anchors onsite on amphitheater pad.

Village Response: The Village will accept pricing for a 30'x17' or a 30' x 15' tent. In the past this tent was held down by anchors in the amphitheater pad. It was a frame tent with a gable (*see below photo*).



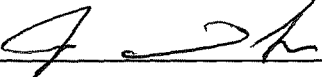
Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission.

Addendum No. 1, dated Wednesday, February 10, 2016

I read and hereby acknowledge this addendum as of the date shown below.

Business Name: Arena Americas

Name of Authorized Signee: Jim Decatur

Signature of Authorized Signee: 

Title: New Business Development Manager Date: 2-15-16