

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0743

Innoprise Contract #:

Year: 2014-2017

Amount:

Department: Finance/Admin

Contract Type: goods and services

Contractors Name: Hometown Suburban Vending, Inc.

Contract Description: Snack Vending Machines 3year with 2 year optional renewal

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
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

January 29, 2014

Mr. Colin Walsh
Hometown Suburban Vending, Inc.
12358 S. Latrobe
Alsip, Illinois 60803

RE: NOTICE TO PROCEED - Snack Vending

Dear Mr. Walsh:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of January 22, 2014. It is my understanding that delivery of the machines shall be on or about February 3, 2014.

Please contact Dennis Wokurka at 708-403-6374 to arrange the delivery of the machines. I will be the main contact for any contract related items.

For your records, I have enclosed one (1) original executed contract dated January 9, 2014 with an initial term of three (3) years ending January 31, 2017. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Ellen Baer

VILLAGE OF ORLAND PARK
Snack Vending
(Contract for Services)

This Contract is made this **9th day of January, 2014** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Hometown Suburban Vending, Inc. (hereinafter referred to as the “VENDOR”).

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
EXHIBIT A – Equipment List
All Certifications required by the Village
Certificates 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 (hereinafter referred to as the “WORK”) and further described below:

- Installation and service of a minimum of five large glass front snack machines located at various Village facilities which will serve an assortment of snack items (see Exhibit A – Equipment List). A portion of the stock shall be healthy items. All machines will be kept clean and in good working order at all times. All licenses and/or permits will be secured by the VENDOR. VENDOR shall pay any federal, state, or local taxes applicable to the vending services that it provides at VILLAGE.
- Service and maintenance to the machines is the sole responsibility of VENDOR.
- The proposer must stock the vending machines frequently so that no vending machine or

product is empty. Moreover, the vendor must respond to a request to fill a particular product or machine within two business days of receiving notice from the Village.

- The VILLAGE and VENDOR must mutually agree to any change or move of a machine due to low sales or damage to the machine.
- Installation and maintenance of one hot beverage (coffee/hot chocolate) machine at the Winter Wonderland Ice Rink located in Centennial Park from mid-November – March of each contract year.
- Pricing is established by VENDOR, but must notify VILLAGE of any changes to the pricing
- Other services may be required as agreed upon between VILLAGE and VENDOR.
- VENDOR agrees to pay VILLAGE a 21% commission on gross sales on a monthly basis or other mutually agreed upon terms throughout the term of the contract.

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 and shall continue for three (3) years, ending January 31, 2017, with the option to renew for two (2) additional one year terms, unless either party, at its sole option, shall have given the other party written notice of its intent not to extend the contract. The VILLAGE shall give at least thirty (30) days prior written notice to the VENDOR, and the VENDOR shall give at least ninety (90) days prior written notice to the VILLAGE of said intent not to extend the contract. The contract may be terminated by either of the PARTIES for default upon failure to cure after fifteen (15) days prior written notice of said default from the aggrieved PARTY.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the 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, 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:

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@orland-park.il.us

To the VENDOR:

Colin Walsh, Marketing Manager
Hometown Suburban Vending, Inc.
12358 S. Latrobe
Alsip, Illinois 60803
Telephone: 708-423-5161/708-774-9716
Facsimile: 708-346-9650
e-mail: colin@hometownsuburbanvending.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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

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

relating to its failure to provide the public records to the Village of Orland Park under this agreement.

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

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

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

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

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 1/22/14

FOR: THE VENDOR

By: 

Print Name: COLIN WALSH

Its: Marketing Mgr

Date: 1/22/14

Vending and Foodservice Proposal



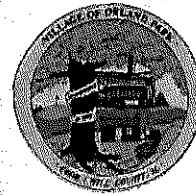
NAMA



BUSINESS CHAMPION AWARD

Prepared especially for The Village of Orland Park

SNACKS



DRINKS

Hometown

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(708) 423-5161

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(708) 423-5161

www.hometownsuburbanvending.com

11/8/13

Village of Orland Park
Village Clerks Office
14700 Ravinia Avenue
Orland Park, IL 60462

Dear Sirs,

Thank you for the opportunity to present you with our proposal to completely upgrade your employee refreshment program. We look forward to servicing Village of Orland Park and their hard working staff for many years to come. As you know, we service the area daily as we have several clients locally.

After reviewing the account, it's very clear that an upgrade is in order. We feel a more convenient, value driven program is in order, and we are very anxious to meet your employees needs, and surpass their expectations.

On my visit to the Village facilities I was able to witness firsthand the level of commitment you and your staff place on providing quality services to your customers. At Hometown, we vow to match that same level of commitment while increasing service and customer satisfaction.

With that, I have come up with some alternatives to increase overall satisfaction and coverage at the Village of Orland Park.

Thank You
Colin Walsh
Marketing Manager
Hometown Vending and Foodservice
(708) 774-9716

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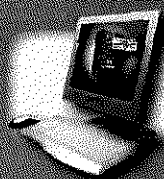
NAMA



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"We make it EASY to change!"



See how we vend at:

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www.tricityvending.com

See
Us
on:

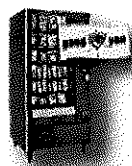
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Vending & Foodservice

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ABOUT HOMETOWN VENDING & FOODSERVICE

Hometown is a 45 year old vending and foodservice company serving over 300 local factories, medical facilities, schools and offices in the Chicagoland area. We are supporting members of several local Chambers of Commerce. In addition we are members in good standing of the Illinois Automatic Merchandising Association (IAMC) of which our Marketing Manager, Colin Walsh was recently President and chairs the Public Relations Committee for the State of Illinois. We are also members of the National Automatic Merchandising Association (NAMA) and the Better Vendors Association (BYA).

Hometown boasts a rich tradition as one of the oldest and most experienced vending company serving the region.

WE'RE LOCAL

Our Offices are located in Oak lawn Illinois and our owners as well as our employees reside in the Community they service. We have grown our business significantly by providing the quality of service our customers demand and continuing to monitor their needs-long after the sale:

COMPLIANCE

We are in compliance with all necessary business requirements for the State of Illinois and all local governments and will provide records to that effect. In addition, all sales tax due to the State are paid in full and current. All applicable local licenses are the responsibility of and are paid by Hometown. Our Liability, Workers Compensation and Unemployment Compensation Insurance certificates can be forwarded to you upon your request.

THE BEST ROUTESERVICEMEN AROUND:



The key to our great success in this industry is the Hometown route staff and his support staff. He will report to your account every day to fill, clean and maintain the account. In addition, he will be on hand to field any suggestions or comments your employees and visitors may have.

Like all of our routemen and on-site attendants, he is paid a fixed percentage of all of the sales at his accounts. Therefore, he has a vested interest in providing great service and keeping his machines **FILLED, CLEAN AND WORKING."**

MECHANICAL STAFF AND SUPPORT

Service Calls can be frustrating-so we try to make it simple. Just call us 7 days a week, 24 hours per day and we'll dispatch the call immediately to your Service Staff. Our technologically advanced TRAK-IT service call system, starts the clock ticking. We track the time the call is reported, dispatched, taken and completed. We are then able to zero in on service issues by customer, machine type, and track troublesome machines or schedule preventative maintenance programs as well.

We're proud to say our Mechanical staff has a combined 75 years of mechanical training and service behind them. We boast one of the lowest downtime service records in the Industry, and since we're local-we'll be there quick! We are also responsible for balancing a refund bank at the account should any money be lost in the machines.

"Innovative Plans with Dynamic Service"



Hometown Vending was featured in 2011 AM, the largest Vending Foodservice trade Magazine. **"Fastest growing Vendor in Illinois"**



Hometown

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Oak Lawn, Illinois 60453
(708) 423-5161



See how we vend at:

www.hometownsuburbanvending.com
www.tricityvending.com



SPECIALS AND PROMOTIONS:



ON SITE PROMOTIONS:

If you have a Special Event we would like to be a part of it, just let us know! Need a few cases of pop for a retirement party, Christmas party in need of some Fritos? We'd be happy to show our support -because we appreciate your business!



CUSTOMER CONTACT:

Hometown will be committed to overseeing the continued success at the your account. Therefore Customer Relations visits and Performance Reviews will be made on a routine basis. In addition, constant review is made by our staff. Always remember, communication is appreciated.

WE LOOK FORWARD TO GETTING STARTED!!!

So, again, Thank you for considering Hometown to upgrade your Employee Refreshment Program at Village of Orland Park

Everyone here looks forward to working with you for many years to come.

Thanks for your consideration!

Sincerely,

Colin Walsh
Marketing Manager
Hometown Vending & Foodservice
(708) 774-9716
colin@hometownsuburbanvending.com



HEY! FREE STUFF!

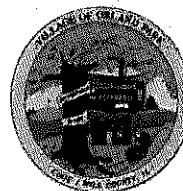


"For Innovative Community
and Economic Growth"



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Hometown Vending was
named "Business of the Year"
by the Economic
Development Council at
Morraine Valley College



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www.tricityvending.com

Review your current vending program, then....

Make the BEST Selection for your employees!



Hometown and Village of Orland Park

In addition to the service listed above, we propose the following services to increase satisfaction and revenues at Village of Orland Park.

DAILY SERVICE GUARANTEED! Hometown knows how important the Village of Orland Park employees are to your operation-therefore, we propose to service the account on a daily basis, including weekends if needed, to provide the attention you deserve!

FRESH (not shelf stable) FOOD: As a Hometown account, Village of Orland Park is important to us. Our fresh daily program will offer a wide variety of fresh and healthy snacks from our menu of over 1000 items. You deserve it! We receive our fresh product daily and get it to you the same day!

WE SUPPORT HEALTHY EATING AT the VILLAGE: Let's face it-we need to help our employees eat right-that's why-we provide the exclusive Hometown Vending "Good For You" program that provides items low in fat, sugar or calories-or naturally good for you. All healthy alternatives are highlighted in the machines, too! **A FREE, BUILT-IN WELLNESS PROGRAM.** Check out our line of low carb, high protein snacks, too!

"WE CARE" attitude-it builds great Companies: the Village has built it's strong industry-leading reputation by staying on top of it's game and relentless customer satisfaction-Your Vending Company needs to mirror that same ideal in serving your employees. Hometown pledges to provide the type of service you can relate to **because we're local!!**

ASK OUR CUSTOMERS ABOUT OUR SUPER FAST SERVICE: Our dedicated service team is focused on providing you prompt service including service usually within an hour! Company wide Track-it reports! Please contact our customers, our most objective sale tools!

PROMOTIONS AND DONATIONS: We propose to run Vending promotions free of charge and donate to your Company's functions, just ask!

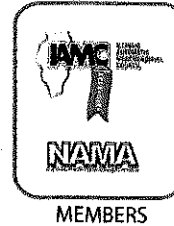


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Elcee Burke
708.824.4653

LITTLE COMPANY OF MARY
HOSPITAL AND HEALTH CARE CENTERS
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Joe Miller
708.229.4408

MF Modern Forge Companies

Maggie Tranchita
708.489.4250



Georgeann Rodgers
708.225.2454



Dave Deuser
708.974.0100



Judy Mitchell
815.280.6640



Jennifer Wyzikowski
815.439.6000



Antoinette Aguillar
847.215.3179



Mohammad Eissa
708.924.2240



Norm Penwell
708.441.1000



Kellsey Eeningburg
708.589.2416



Pete Gerike
630.297.3614



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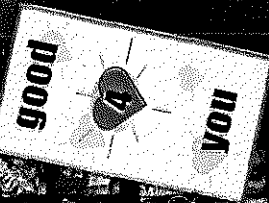
THE MERCHANT

6

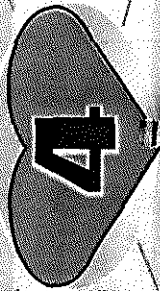
60 Selections of Awesome!

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presents



good



you

Encourage your employees to choose healthy
HALF THE TIME!



50/50

Hometown Suburban Vending and Village of Orland Park Present...

Healthy Break Program

Why not choose healthy half the time and
get **TWICE** as Healthy

Here's to your Health!

good 4 you



Hometown

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Cull, Law, Illinois
(708) 423-5151

Tri-City

Vending & Foodservice
Cull, Law, Illinois
(815) 223-0472

CHANGE is GOOD!

We accept 1, 5, 10
and 20 Dollar Bills

and pay back in
nickels, dimes, quarter
and DOLLAR COIN!

it's here!

Go **Cashless**
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CASHLESS VENDING!

- Wireless Technology
- Make purchases easier
- Give your employees a choice of payment
- Increase Higher vend price item sales
- Cash Sales are down-Credit Card sales are up
- Increase Sales and revenues by 35%
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good 4 you

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

Snack Vending, Beverage Supply and Sponsorship

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

Organization Name: Hometown Suburban Vending and Food Service

Street Address: 12358 South Latrobe

City, State, Zip: Alsip, IL 60803

Contact Name: Colin Walsh

Phone: 708-774-9716 Fax: 708-346-9650

E-Mail address: colin@hometownsuburbanvending.com

FEIN#: 36-3602852

Completed:

☐ **Required Narratives #1-12 including Sponsorship and Commission Descriptions**

☐ **Section II Required Forms (8)**

- ☐ Proposal Summary Sheet
- ☐ Business Organization
- ☐ Certificate of Eligibility to Enter into Public Contracts
- ☐ Sexual Harassment Policy
- ☐ Equal Employment Opportunity
- ☐ Tax Certification
- ☐ References
- ☐ Insurance Requirements

☐ **Section III Required Forms**

- ☐ SCHEDULE A – Beverages Vending Service
- ☐ SCHEDULE B – Pricing for Beverage Service
- ☐ SCHEDULE C – Snack Vending Questionnaire
- ☐ SCHEDULE D – Snack Vending Pricing

Signature of Authorized Signee: 

Title: Marketing Manager

Date: 11/8/13

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal. (Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

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

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

 X Corporation: State of incorporation: Illinois
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.

Hometown Suburban Vending and Food Service

(Corporate Seal)

Business Name

Signature

Colin Walsh

Print or type name

Marketing Manager

Title

11/8/13

Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Robert Daly, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)
of Hometown Suburban Vending and Food Service, 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.

Robert Daly
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This Day
of , 2013.

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."

Colin Walsh, having submitted a proposal for
Hometown Suburban Vending and Food Service (*Name of Contractor*) for
Vending Service (*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 _____, 2013.

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: Colin Walsh 

DATE: 11/8/13

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

Notary Public

TAX CERTIFICATION

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

I, Colin Walsh, am the duly authorized agent for Hometown Suburban Vending and Food Service, which has submitted a proposal to the Village of Orland Park for

Vending Services and I hereby certify
(Name of Project)

that Hometown Suburban Vending and Food Service 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: Colin Walsh 

Title: _____

Subscribed and Sworn To
Before Me This _____ Day
of _____, 2013.

Notary Public

REFERENCES

(Please Print or Type)

ORGANIZATION	Little Company of Mary Hospital
ADDRESS	2800 West 95th Street
CITY, STATE, ZIP	Evergreen Park, Illinois 608
PHONE NUMBER	708-229-6870
CONTACT PERSON	Joe Miller
DATE OF PROJECT	Since 1989

ORGANIZATION	MetroSouth Hospital Healthcare
ADDRESS	12935 Gregory
CITY, STATE, ZIP	Blue Island, Illinois 60406
PHONE NUMBER	708-824-4653
CONTACT PERSON	Elcee Burke
DATE OF PROJECT	Since 1987

ORGANIZATION	Joliet Junior College
ADDRESS	1215 Houbolt
CITY, STATE, ZIP	Joliet, Illinois 60431
PHONE NUMBER	815-280-2338
CONTACT PERSON	Terry Pagoria
DATE OF PROJECT	Since 2008

References cont'd**(Please Print or Type)**

ORGANIZATION	Dominican University
ADDRESS	7900 Division Street
CITY, STATE, ZIP	River Forest, IL 60305
PHONE NUMBER	708-714-9006
CONTACT PERSON	Debra Kash
DATE OF PROJECT	Since 2009
ORGANIZATION	Bolingbrook Park District
ADDRESS	201 Recreation Drive
CITY, STATE, ZIP	Bolingbrook, Illinois 60440
PHONE NUMBER	630-739-0272
CONTACT PERSON	Nick Baird
DATE OF PROJECT	Since 2004
ORGANIZATION	Midlothian Park District
ADDRESS	14500 Kostner
CITY, STATE, ZIP	Midlothian, Illinois 60445
PHONE NUMBER	708-371-6191
CONTACT PERSON	Debbie
DATE OF PROJECT	Since 2003

References cont'd

(Please Print or Type)

ORGANIZATION	District 210 Lincolnway High Schools (4 High Schools)
ADDRESS	1801 East Lincoln Highway
CITY, STATE, ZIP	New Lenox, Illinois
PHONE NUMBER	815-378-3986
CONTACT PERSON	Ron Sawin
DATE OF PROJECT	Since 2006
ORGANIZATION	District 218 High Schools (5 High Schools)
ADDRESS	10701 S. Kilpatrick
CITY, STATE, ZIP	Oak Lawn, Illinois 60453
PHONE NUMBER	708-912-1947
CONTACT PERSON	Joe Daley
DATE OF PROJECT	Since 1999
ORGANIZATION	Executive Mailing Services
ADDRESS	7855 West 111th Street
CITY, STATE, ZIP	Palos Hills, Illinois 60465
PHONE NUMBER	708-974-0100
CONTACT PERSON	Dave Deuser
DATE OF PROJECT	Since 2010

Personal Reference:

Keloryn Putnam, Orland Park Area Chamber of Commerce
708-224-1350

References cont'd



(Please Print or Type)

ORGANIZATION Allied Tube and Conduit

ADDRESS 16100 S. Lathrop

CITY, STATE, ZIP Harvey, Illinois 60426

PHONE NUMBER 708-225-2454

CONTACT PERSON Georgeann Rodgers

DATE OF PROJECT Since 2010

Signature of Authorized Signee: 

Title: Colin Walsh, Marketing Manager

Date: 11/8/13



Vending & Foodservice
Alsip, Illinois
(708) 423-5161

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

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.. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 8th DAY OF November, 2013

Signature

Colin Walsh, Marketing Manager

Printed Name & Title

Authorized to execute agreements for:

Hometown Suburban Vending and Food Service

Name of Company

Hometown

Vending & Foodservice

Alsip, Illinois
(708) 423-5161

III – ADDITIONAL INFORMATION



SCHEDULE C SNACK VENDING QUESTIONNAIRE

Please provide a list of the brands of snacks that your company can supply. Please use the price sheet below to list prices.

We carry only the best selling brand name items on our menu Frito Lay, Hersheys, Nestles, Mars, Hostess, Dolly Madison, Quaker Oats, Nabisco, Snyders, Jays, and many more.

Does your company offer healthy snack options? Please explain and/or include a list of options.

Hometown is the leader in Healthy alternative Snacking. Our "Good 4 You" Healthy Snack program has been in the Illinois Market for over 15 years and featured in national media. "Good 4 You" provides the latest in healthy alternatives as well as a complete program that can be customized for VOP

How often does your company refill snack machines?

Snack machines are filled based on volume, but we anticipate daily service.

Do your snack machines have bill changers?

Yes, we will provide Dollar Changers as well as Credit Card acceptance on high volume locations

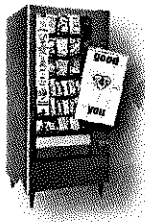
How soon could your service be implemented?

We would like a 30 day lead time based on our growth in the market

Does your company impose a fuel surcharge for delivery? If so, how much? No

Please provide any additional information which you feel would help to clarify any of the above information or that you feel would help us to make an informed decision (additional sheets may be attached, if necessary):

We have attached additional information regarding our Company and services



Hometown
Vending & Foodservice
Aki, Illinois
(708) 423-5161

Schedule D Snack Vending Pricing

**21% Profit Sharing Paid
Monthly on Gross Sales**

Product	Vending Machine Pricing
1. Chips	1 oz Sm .75/ 2 oz LSS 1.00
2. Gum	.75
3. Lifesavers	.75
4. Cookies	.90
5. Candy Bars	1.00
6. Healthy Snacks	1.00
7. Popcorn	1.00
8. Fresh Pastry	1.25
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

(+) Brands and package formats subject to availability and change during the Term.

(*) Please identify any rebates or discounts

Schedule E

Village of Orland Park Events 2014

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Chilly Willie Chili Challenge – January <input type="checkbox"/> Orland Park Improv Winter/Spring Shows <input type="checkbox"/> Chef's Auction – February <input type="checkbox"/> Cinderella's Ball – February <input type="checkbox"/> Jr. High Valentine's Day Dance – February <input type="checkbox"/> Easter Egg Hunt – March/April <input type="checkbox"/> Sportsplex Duathlon – March <input type="checkbox"/> Sportsplex Family Health Fair – March <input type="checkbox"/> Orland Park Spring Theater Musical – May <input type="checkbox"/> Norm Meyer's Special Day - May <input type="checkbox"/> Open Lands of Orland Park Garden Walk – June <input type="checkbox"/> Open Lands of Orland Park Garden Contest – June <input type="checkbox"/> Fun in the Park – Summer <input type="checkbox"/> CPAC Story Time – Summer <input type="checkbox"/> Centennial Park West Concert Series – 2-3 Summer <input type="checkbox"/> Farmer's Market – Friday mornings, June - October <input type="checkbox"/> Concert on the Lawn – Summer <input type="checkbox"/> Independence Celebration - July <input type="checkbox"/> Liberty Family Fun Run and Walk – July <input type="checkbox"/> Wacky Wednesday – Summer <input type="checkbox"/> CPAC Guard Games – August <input type="checkbox"/> CPAC Treasure Hunt – Summer <input type="checkbox"/> Concert on the Lawn - Summer | <ul style="list-style-type: none"> <input type="checkbox"/> Orland Park Dinner Theatre Show - Summer <input type="checkbox"/> CPAC Watermelon Eating Contest – August <input type="checkbox"/> CPAC Luau – August <input type="checkbox"/> Art Commission Art Fair – August <input type="checkbox"/> Taste of Orland Park – August <input type="checkbox"/> Grand Slam Event with the Chicago White Sox - August <input type="checkbox"/> Flick-N-Float – Summer <input type="checkbox"/> Open Lands of Orland Park Golf Outing – September <input type="checkbox"/> Special Rec Fall Trip - Fall <input type="checkbox"/> Camp Beneath the Stars – September <input type="checkbox"/> Great Pumpkin Party – October <input type="checkbox"/> Jr. High Halloween Dance – October <input type="checkbox"/> Sportsplex Senior Week – Fall <input type="checkbox"/> Orland Park Improv Show - Fall <input type="checkbox"/> Kid's Turkey Trot/Diaper Dash - November <input type="checkbox"/> Turkey Shoot – November <input type="checkbox"/> Turkey Trot – November <input type="checkbox"/> Dance Chicago – December <input type="checkbox"/> Winter Follies – Winter <input type="checkbox"/> Polar Express – December <input type="checkbox"/> Winter Festival & Mayor's Tree Lighting Ceremony – November <input type="checkbox"/> Special Rec Christmas at Georgio's – December <input type="checkbox"/> Orland Park Holiday Theatre Show - December |
|--|---|



***Hometown would be honored to support
several of the functions needed by the Village***

EXHIBIT A

Equipment List

LOCATION

EQUIPMENT ID

Village Hall
14700 Ravinia Ave

Sportsplex
11351 W 159th St

Public Works Building
15655 Ravinia Ave

Police Station
15100 Ravinia Ave

Franklin Loebe Center
14650 Ravinia Ave

Winter Wonderland Ice Rink
15600 West Ave & Fun Drive



CERTIFICATE OF LIABILITY INSURANCE

HOM6589

OP ID: DP

DATE (MM/DD/YYYY)

12/20/2013

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 Brockhaus, Stuber, Fox & Lloyd 10933 S. Central Ave. Ste 2000 Oak Lawn, IL 60453 Michael J. Fox		Phone: 708-857-8811 Fax: 708-857-8822	CONTACT NAME: Michael J fox PHONE (A/C, No, Ext): 708-857-8811 FAX (A/C, No): 708-857-8822 E-MAIL ADDRESS: mfox@BSFLInsurance.com
INSURED Hometown Suburban Vending Kutter's Tri City Vending Inc Coin Cafe Inc Suburban Vending Inc DBA 912 Peoria Street Peru, IL 61354		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto-Owners Insurance Co	
		INSURER B: Travelers	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/>	07195595	07/01/2013	07/01/2014	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	\$ 2,000,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				
		\$ 300,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person)
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$ 10,000
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	49-19559500	07/01/2013	07/01/2014	PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> ANY AUTO	\$ 2,000,000				
	<input type="checkbox"/> ALL OWNED AUTOS	GENERAL AGGREGATE				
	<input checked="" type="checkbox"/> HIRED AUTOS	\$ 3,000,000				
	SCHEDULED AUTOS NON-OWNED AUTOS					PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				\$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	6JUB5B45048212	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	\$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	BODILY INJURY (Per person)				
		\$				
						BODILY INJURY (Per accident)
						\$
						PROPERTY DAMAGE (Per accident)
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured to general liability on a primary non contributory basis per written contract: Village of Orland Park

REVISED-SUPERCEDES PREVIOUSLY ISSUED CERTIFICATE**CERTIFICATE HOLDER****CANCELLATION**

ORLAVIL

Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462-3134

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

COMMERCIAL GENERAL LIABILITY
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under SECTION II - WHO IS AN INSURED, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:

1. The following provision is added to 4. Other Insurance:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:**Other Additional Insured Coverage Issued By Us**

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.