

Clerk's Contract and Agreement Cover Page

Year:	2011	Legistar File ID#:	2011-0216
Multi Year:	☒	Amount	\$8,313.75

Contract Type:	Services
Contractor's Name:	Hertz Equipment Rental Corporation
Contractor's AKA:	
Execution Date:	5/16/2011
Termination Date:	8/31/2013
Renewal Date:	8/31/2011
Department:	Media & Special Events
Originating Person:	Patty Vlazny
Contract Description:	Taste of Orland - Electricity

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

July 7, 2011

Mr. Jeff Tenney
Hertz Equipment Rental Corporation
31W350 Diehl Road
Naperville, Illinois 60563

RE: NOTICE TO PROCEED
Taste of Orland Electricity 2011-13

Dear Mr. Tenney:

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 July 7, 2011.

Please contact Patty Vlazny at 708-403-6145 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. 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 May 16, 2011 in an amount of Eight Thousand Three Hundred Thirteen and 75/100 (\$8,313.75) Dollars per year. If you have any questions, please call me at 708-403-6173.

Sincerely,

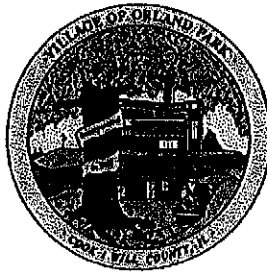
Denise Domalewski
Contract Administrator

Encl:
cc: Patty Vlazny

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

May 16, 2011

Mr. Jeff Tenney
Hertz Equipment Rental Corporation
31W350 Diehl Road
Naperville, Illinois 60563

NOTICE OF AWARD –Taste of Orland Electricity 2011

Dear Mr. Tenney:

This notification is to inform you that on April 18, 2011, the Village of Orland Park Board of Trustees approved awarding Hertz Equipment Rental Corporation the contract in accordance with the proposal you submitted dated March 24, 2011, for Taste of Orland Electricity 2011 - 13 for an amount not to exceed Eight Thousand Three Hundred Thirteen and 75/100 (\$8,313.75) Dollars per year plus \$130.00 per additional two hours for the Tech to be on-site.

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 31, 2011.

1. Enclosed is the Contract for Taste of Orland Electricity 2011. 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.
2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

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 and Insurance Certificate 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@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Patty Vlazny

VILLAGE OF ORLAND PARK
Taste of Orland Park Electricity 2011-13
(Contract for Services)

This Contract is made this 16th day of May, 2011 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Hertz Equipment Rental Corp. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- ☐ The Request for Proposals
- ☐ The Instructions to Proposers
- ☐ This Contract
- ☐ The Terms and Conditions
- ☐ The Proposal dated March 24, 2011 as it is responsive to the VILLAGE'S RFP requirements, including the changes/clarifications as presented.
- ☐ All Certifications required by the Village
- ☐ Certificates of insurance

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

To provide electrical service for the Taste of Orland Park for 2011 (optionally renew for 2012 and 2013), as described in the proposal dated 3/24/2011

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

Total: Eight Thousand Three Hundred Thirteen and 75/100 (\$8,313.75) Dollars per year plus One Hundred Thirty and No/100 (\$130.00) Dollars per two additional hours for Tech to be on-site.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The term of the Contract shall be for a three (3) day event (not including set-up and tear down time), to be held on August 5 - 7, 2011, with the option to renew annually for each of two additional years. The Village will exercise its option to extend the contract prior to January 31st of each event year. This Contract shall terminate upon completion of the WORK or August 31, 2013, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

interpretations or otherwise.

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

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

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

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

To the VILLAGE:
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 CONTRACTOR:
Jeff Tenney, Asst Branch Manager
Hertz Equipment Rental Corporation
31W350 Diehl Road
Naperville, Illinois 60563
Telephone: 630-369-4100
Facsimile: 630-369-2706
e-mail: jtenney@hertz.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 CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

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

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

The Village acknowledges and accepts the changes/clarifications as presented by CONTRACTOR in their proposal dated March 24, 2011.

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

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

FOR: THE VILLAGE

By: _____

Print Name: _____

Its: _____

Date: _____


Paul G. Grimes

Village Manager

Village Manager

6/11/11

FOR: THE CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____



JEFF TENNEY

BRANCH MANAGER

5.25.11



HERTZ EQUIPMENT RENTAL CORPORATION

225 Brae Blvd – HERC 1 N – Sales Administration
Park Ridge, NJ 07656

Office of the Village Clerk
14700 S. Ravinia Ave
Orland Park, IL 60462
116 West Jones Street

July 28, 2010

RE: Bid for Taste of Orland Electricity

Dear Ms. Vlazny,

Thank you for giving Hertz Equipment Rental Corporation (HERC) the opportunity to provide information regarding the above-mentioned Bid.

Enclosed for your review are the following:

- Two (2) Signed Bid bound and one unbound
- HERC Comment Sheet

Please note, HERC is submitting this bid subject to the terms and conditions set forth in the Comment Sheet annexed hereto. If HERC is the successful bidder, it is understood that the *Village of Orland Park* has accepted the terms and conditions which have been made part of this agreement. **If these comments jeopardize HERC's award status, please notify us immediately.**

If you have any questions please feel free to contact Jeff Tenney, Sales Representative at 630 369 4100 or you may contact me directly at (201) 307-2124 or Eteggart@hertz.com.

Sincerely,

Eva Teggart
Senior Sales Associate

PROPOSAL SUMMARY SHEET

Taste of Orland Electricity

Project Name

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

Organization Name: Hertz Equipment Rental Corporation

Street Address: 31W350 Diehl Rd

City, State, Zip: Naperville, IL 60563

Contact Name: Jeff Tenney, Assistant Branch Manager

Phone: 630 369 4100 Fax: 630 369 2706

E-Mail address: jtenney@hertz.com

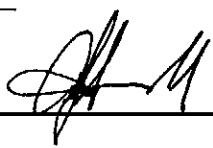
FEIN#: 13-6174127

TOTAL PROPOSAL PRICE

2011 \$ please see attached

2012 \$ please see attached

2013 \$ please see attached

Signature of Authorized Signee: _____

Title: VP Sales

Date: 3/24/11

ACCEPTANCE: This proposal is valid for 60 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: Delaware
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.

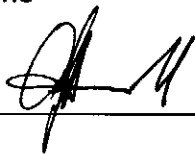
In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

 Hertz Equipment Rental Corporation

(Corporate Seal)

Business Name

Signature



 Anthony Gonnella

Print or type name

 VP Sales

Title

 3/24/11

Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

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

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



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 24th Day
of March, 2011.

Quashetta Branch
Notary Public

**QUASHETTA BRANCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2011**

SEXUAL HARASSMENT POLICY

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

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

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

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

_____, having submitted a proposal for
Hertz Equipment Rental Corporation (Name of Contractor) for
generators (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 24th day of March, 2011

Quashetta Branch

Notary Public

QUASHETTA BRANCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2011

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

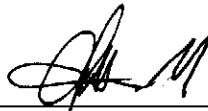
respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

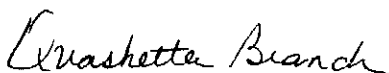
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed;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

ACKNOWLEDGED AND AGREED TO:

BY:  _____

DATE: 3/24/11

Subscribed and sworn to before
me this 24th day of March, 2011



Notary Public

QUASHETTA BRANCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2011
TASTE OF ORLAND ELECTRICITY RFP

TAX CERTIFICATION

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

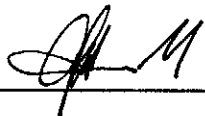
I, Anthony Gonnella, am the duly authorized agent for Hertz Equipment Rental Corporation, which has submitted a proposal to the Village of Orland Park for

taste of Orland Electricity and I hereby certify
(Name of Project)

that Hertz Equipment Rental Corporation is not

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

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: 

Title: VP Sales

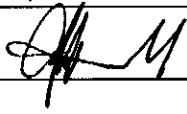
Subscribed and Sworn to
Before me this 24th
Day of March, 2011

Quashetta Branch

QUASHETTA BRANCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2011

REFERENCES

(Please Print or Type)

ORGANIZATION	Lombard Jaycees
ADDRESS	PO Box 247
CITY, STATE, ZIP	Lombard, IL 60148
PHONE NUMBER	630 363 1101
CONTACT PERSON	Adam Eakins
DATE OF PROJECT	
ORGANIZATION	IndestructoTent Rental Company
ADDRESS	1500 Birchwood Ave
CITY, STATE, ZIP	DesPlaines, IL 60018
PHONE NUMBER	847 375 8510
CONTACT PERSON	Lynn Levar
DATE OF PROJECT	
ORGANIZATION	Orland Park
ADDRESS	14700 S. Ravinia Ave
CITY, STATE, ZIP	Orland Park, IL 60462
PHONE NUMBER	708 403 6145
CONTACT PERSON	Patty Vlazny
DATE OF PROJECT	
Proposer's Name & Title:	Anthony Gonnella - VP Sales
Signature and Date:	3/24/11

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. 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 24th DAY OF March, 20 11

Signature

Anthony Gonnella - VP Sales

Printed Name & Title

Authorized to execute agreements for:

Hertz Equipment Rental Corporation

Name of Company

III – ADDITIONAL INFORMATION

Hertz

FORCES[®]

ELECTRICITY FOR RENT

HERTZ ENERGY SERVICES

31W350 Diehl Road
Naperville, IL 60563

Telephone: 630-369-4100
Fax: 630-369-2706

To: Patty Vlazny

From: Jeff Tenney

Fax: 708 403 6171

Pages: 1

Phone: 708 403 6145

Date: March 24, 2011

Company: Orland Rec Center

Re: Electricity Taste of Orland

Here is the quote for this year's event. Deliver and setup Friday 8/6/10 8 AM

Vendors - CUSTOMER PICKUP AM 6/5/2010 - REQUIRES A PINTLE HITCH

1 - 125KW 400Amp 3 phase. Quiet Generator to run 90 hours Cost \$994.00*

This unit ran 68.8 hours last year at a reduced cost of \$883.48 a Savings of -(\$110.52)

West Vendor Row

1 - Distribution panel - 200Amp with outlets	Cost	\$50.00*
5 - 100' 1/0 Cables from Generator to Panel	Cost	\$100.00*
3 - Distribution yellow carts With 50' & 200' cable-Both with 30 Amp outlets for beer	Cost	\$180.00
7 - Cable ramps	Cost	\$56.00*
Setup Cost - Must disconnect connector to run cable through the 4" underground tube and re-install.		
Will Disconnect prior to shipping to eliminate additional costs	Cost	\$125.00*
Remove Monday	Cost	\$125.00*
	Total	\$636.00

Center Vender Area

1 - Distribution panels 200Amp with outlets - 1/30 Amp for beer	Cost	\$50.00*
5 - 25' 1/0 Cables from Generator to Panel	Cost	\$25.00*
4 - Distribution yellow carts 50' / 100' / 150' & 200' cable with 1/30 Amp for beer	Cost	\$260.00*
7 - Cable ramps to East Vendor Area@ \$8.00 Each	Cost	\$56.00*
1 - 10 Circuit cart with Cable and connectors	Cost	\$100.00*
Setup	Cost	\$195.00*
Remove Monday	Cost	\$195.00*
	Total	\$881.00

East Vender Area

1 - Distribution panels 200Amp with outlets - 1/30 Amp for beer	Cost	\$50.00
5 - 100' 1/0 Cables from Generator to Panel	Cost	\$100.00
4 - Distribution yellow carts 50' / 100' & 200' Cable with 2 with 1/30Amp for beer	Cost	\$240.00
7 - Cable ramps for ESDA Power @ \$8.00 Each	Cost	\$56.00
1 - Distribution Yellow cart with 300' cable for ESDA trailer/HBL 2713 Connector	Cost	\$100.00
ADDED - 1 - 10 Circuit Cart for Mo's with 100' Cable		INCLUDED
Setup	Cost	\$195.00
Remove Monday	Cost	\$195.00
	Total	\$936.00

Stage

1 - 45KW 150Amps 3 phase with 1/10 circuit cart and 100' cable and cam-loc connectors for Frontline to connect to a quiet diesel powered generator to run 34 hours. We will install dual 1/0 cam-loc female connections on the generator for the sound / lighting company for no additional charge.		
Generator @ SE corner of stage.	Cost	\$435.00*
1 - Distribution panel with 2/100 amp breakers for sound and light on stage. We will install 5 female Cam-Lok connector tails on the 100 amp breakers (3 on breakers and 1 on Neutral and 1 on Ground)	Cost	\$50.00*
5 - 100' 1/0 Cables from generator to Panel	Cost	\$50.00*
35 - Cable ramps rear & front of stage @ \$8.00 each	Cost	\$280.00*
Stage crew to setup cable ramp and re stack by generator.		

-- Generators for Industrial, Commercial,
Special Events and Construction
-- Distribution Carts
-- Mobile Automatic Parallel Switchgear

-- Electric Heaters (20KW, 240 volt, 3 phase
and 15KW, 208 volt, 3 phase)
-- Cable
-- Load Bank Rental and Testing



FORCES / HERTZ Energy Services Page 2

1 – 10 Circuit Yellow distribution cart with short cable	Cost	\$30.00*
Setup panel, cart, cable & unload cable ramps	Cost	\$30.00*
Remove panel, cart, cable and load cable ramps	Cost	\$30.00*
Frontline will layout and remove cable ramps	Total stage area	\$905.00
North Area		
1 – 30KW 100Amps 3 phase. Quiet Generator to run 34 hours	Cost	\$390.00*
UNIT RAN 60 hours with a \$105.00 Additional cost - You were not charged last year.		
1 – Distribution panel with 4/60 amp breakers	Cost	\$50.00*
5 – 50' 1/0 Cables	Cost	\$50.00*
3 – 10 Circuit Gray Distribution carts wit 50' cables 2/with daisy chain setup.	Cost	\$150.00*
2 – 10 Circuit Gray Distribution carts wit 100' cables 1/with daisy chain setup	Cost	\$120.00*
1 – 100' Double quad box for center area north end of field (INFO Area)	Cost	\$10.00*
28 Cable ramps @ \$8.00 Each	Cost	\$224.00*
Setup	Cost	\$225.00*
Remove	Cost	\$225.00*
Added two circuits to 2 additional tents south of sidewalk.		
Requires 2 cords 100' long with 3 cable ramps	Cost	\$69.00*
	Total	\$1,513.00
5 – 4000 Watt light towers	Cost each \$190.00	Total \$950.00*
Setup of light towers	Cost	\$100.00*
Tear down of light towers	Cost	\$100.00*
	Total	\$1,150.00
Deliver all equipment 8/5/11 1 st thing AM On sight at 8AM	Cost	\$1,045.00*
Pickup 8/8/11	Cost	\$1,045.00*

I have applied a 15% Discount on all rental prices.

Technician on site on Friday – Cost is \$65.00 per hour portal to portal. One tech will stay until you say all finished. He will be one of the setup crew also. He will have his own van. Will save some costs as he will be there already. Last year cost was additional \$130.00 to \$3:30 PM If stays to 9PM add - \$390.00

All units are shipped full of #2 diesel fuel. Customer is responsible to maintain fuel levels. If returned low on fuel, \$5.22 per gallon will be charged to refill. (Price is subject to change)

Equipment	Cost	\$5,275.00
Discount		- \$791.25
Delivery	Cost	\$1,045.00
Pickup	Cost	\$1,045.00
Setup	Cost	\$1,740.00
TOTAL COST \$8,313.75		
Any additional equipment or labor required this year for the changes will be at no charge.		
Tech on site \$130.00 for 2 Additional hours		

Forces Has been doing this event for some time as well as other events and hope to continue this business relationship for a long time.

If you have any questions, please don't hesitate to call.
Thank You
Jeff Tenney

Price is the same for 2011, 2012 and 2013

**COMMENT SHEET/EXCEPTIONS
VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS**

TASTE OF ORLAND PARK ELECTRICITY
Response due by : March 25, 2011 at 11:00 AM

Hertz Equipment Rental Corporation ("Hertz") appreciates the opportunity to do business with the Village of Orland Park, Illinois (the "Village"). Hertz's legal staff has reviewed the terms and conditions of the Request for Proposals ("Bid") and general information supplied by the Village and requests the following changes and clarifications be made, and that upon acceptance of this Bid and any related agreement, they become incorporated into the terms and conditions thereof unless specifically objected to by the Village:

GENERAL PROVISIONS

Indemnification

While Hertz will indemnify the Village against claims and direct losses arising out of its own acts or omissions or the acts or omissions of its contracted subcontractors or agents; Hertz will not assume responsibility for any injury, harm or damages arising out of the acts or omissions of others, including the Village. The Village shall be responsible on a comparative fault basis for any injuries or damages attributed wholly or in part to its negligence, fault, conduct or omissions or that of its employees, agents, contractors and any other actors for which it is responsible. In the event of concurrent responsibility, each party shall share in defense and indemnity costs, if any, as percentage of fault attributable to each responsible party and apportion the damage award in accordance with comparative fault principals.

The Village also acknowledges that Hertz is not the manufacturer of the Equipment or the manufacturer's agent or a dealer therein. Consequently, Hertz explicitly excludes indemnification of the Village from any and all claims, actions, suits and proceedings relating to the infringement or alleged infringement of intellectual property rights and the Village is to rely on the manufacturer's warranties. However, Hertz hereby warrants and represents that it is not aware of any willful infringement of a patent, trademark, copyright or other intellectual property right of a third party, or misappropriation of a trade secret or other confidential information of a third party in connection with the provision of the equipment, the subject of this Agreement. The Village's sole remedy under this clause shall be limited to Hertz's replacement of any allegedly infringing equipment with like or similar non-infringing equipment or Hertz may relieve the Village from any further rental obligation for that unit of Equipment.

Insurance

With the exception of Workers Compensation insurance, Hertz is self-insured on a primary basis with coverage in excess of the minimum required. Hertz shall have the option to satisfy Commercial Liability and Excess Liability insurance requirements with self-insurance meeting

the no less than minimum coverage amounts stated herein and insuring Hertz's liabilities on a primary basis. However, under no circumstances shall Hertz's self-insurance be construed to be "insurance" with regard to another policy's "other insurance" provision. Upon request, Hertz shall provide the Village with a self-insured Certificate of Coverage.

EXHIBIT B – SAMPLE CONTRACT

SECTION 5: INDEMNIFICATION AND INSURANCE:

Please see above comments.

SECTION 12: LAW AND VENUE

Hertz will not waive any of its legal rights and will not consent, in advance, to the exclusive jurisdiction of any court or tribunal.

Should you have any questions regarding the above, please feel free to contact Fernando Cruz, Esq. at (201) 307-2094.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/07/2011

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 MARSH USA, INC. 44 WHIPPANY ROAD PO BOX 1966 MORRISTOWN, NJ 07962-1966 Attn: Hertz.certrequest@marsh.com Fax 212-948-0979 100595-STND-MAIN-10-11 SHEAL	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED HERTZ GLOBAL HOLDINGS, INC. (SEE ATTACHED LISTING) 225 BRAE BOULEVARD PARK RIDGE, NJ 07656-0713	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: New Hampshire Insurance Company	23841	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: New Hampshire Insurance Company	23841														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER:

NYC-006195987-01

REVISION NUMBER: 1

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDO G25523106	12/31/2010	12/31/2011	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
	☒ CONTRACTUALLY					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY		ISA H08633368 (NJ)	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ ANY AUTO		ISA H08633356 (HERC)	12/31/2010	12/31/2011	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	(ID,NH,OK,NM,RI,SD)			BODILY INJURY (Per accident) \$
A	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	ISA H08633344 (HERTZ RAC)	12/31/2010	12/31/2011	PROPERTY DAMAGE (Per accident) \$
			(CO,ID,NH,OK,NM,RI,SD)			\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 1180458 (AOS)	01/01/2011	01/01/2012	☒ WC STATUS: ☐ TORY LIMITS ☐ OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	WC 001180442 (CA)	01/01/2011	01/01/2012	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 44216157 (MN)	01/01/2011	01/01/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY FOR ALL WORK CONTRACTUALLY OBLIGATED PURSUANT TO THE AGREEMENT.

CERTIFICATE HOLDER
CANCELLATION

 VILLAGE OF ORLAND PARK
 ATTN: DENISE DOMALEWSKI
 14700 S. RAVINIA AVE.
 ORLAND PARK, IL 60462

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
 of Marsh USA Inc.

Donna Clampitt

© 1988-2010 ACORD CORPORATION. All rights reserved.

ADDITIONAL INFORMATION		NYC-006195967-01	DATE (MM/DD/YY) 07/07/2011
PRODUCER MARSH USA, INC. 44 WHIPPANY ROAD PO BOX 1966 MORRISTOWN, NJ 07962-1966 Attn: Hertz.centrarequest@marsh.com Fax 212-946-0979 100595-STND-MAIN-10-11 SHEAL			
	INSURERS AFFORDING COVERAGE		NAIC #
INSURED HERTZ GLOBAL HOLDINGS, INC. (SEE ATTACHED LISTING) 225 BRAE BOULEVARD PARK RIDGE, NJ 07656-0713	INSURER G:		
	INSURER H:		
	INSURER I:		
	INSURER J:		

TEXT

Automobile Liability

Policy Details

Insr Ltr:

Policy Number: \$60,000 CSL Eff. Dt. Exp. Dt.

Insr Ltr:

Policy Number: Self-Insured up to \$1M Eff. Dt. Exp. Dt.

Insr Ltr:

Policy Number: (All Other States) Eff. Dt. Exp. Dt.

WORKERS COMPENSATION CONTINUED:

NEW HAMPSHIRE INSURANCE COMPANY

01/01/2011 - 01/01/2012

WC STATUTORY LIMITS

E.L. EACH ACCIDENT - \$1,000,000

E.L. DISEASE - EA EMPLOYEE - \$1,000,000

E.L. DISEASE - POLICY LIMIT - \$1,000,000

WC 1180457 (FL)

WC 1218086 (TX)

WC 1180496 (IL, LA, MA, NC, NJ, NY, WI)

ADDITIONAL NAMED INSURED:

THE HERTZ CORPORATION

HERTZ VEHICLES, LLC

HERTZ LOCAL EDITION (HLE)

HERTZ EQUIPMENT RENTAL CORP. (HERC)

HERC SERVICE PUMP & COMPRESSOR

SIMPLY WHEELZ LLC DBA ADVANTAGE RENT A CAR

SIMPLY WHEELZ LLC

HERTZ ENTERTAINMENT SERVICES DBA 24/7 STUDIO EQUIPMENT, INC.

CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK
ATTN: DENISE DOMALEWSKI
14700 S. RAVINIA AVE.
ORLAND PARK, IL 60462

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Donna Ciampitti

Donna Ciampitti