Clerk's Contract and Agreement Cover Page

Year:	2011	**Legistar File ID#:**	2011-0103
Multi Year:	☑	**Amount**	$25,000.00

Contract Type:	Services
Contractor's Name:	Jay Vending Company
Contractor's AKA:	
Execution Date:	3/14/2011
Termination Date:	12/31/2015
Renewal Date:	12/31/2013
Department:	Recreation
Originating Person:	Ray Piattoni

Contract Description: Concession Services 2011-13 (+ option to renew 2 add'l)

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

VILLAGE HALL

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

April 1, 2011

Mr. Bryan Snyder
Director of Corporate Operations
Jay Vending Company
2141 Priest Bridge Drive, #2
Crofton, MD 21114

RE: ***NOTICE TO PROCEED***
Concession Services

Dear Bryan:

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 March 31, 2011.

For your records, I have enclosed one (1) original executed contract dated March 14, 2011 for Concession Services and Sales beginning in the year 2011 for a three (3) year period with the option to renew for two (2) additional years, guaranteeing a minimum payment to the VILLAGE of $25,000.00 per year payable April 1st of each year. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Nancy Flores
Ray Piattoni

RECEIVED
MAR 3 1 2011
FINANCE DEPARTMENT

VILLAGE OF ORLAND PARK
Concession Services
(Contract for Services)

This Contract is made this **14th day of March, 2011** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Jay Vending Company (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 January 11, 2011 as it is responsive to the VILLAGE'S RFP requirements
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:

Provide concession services at the various concession stands at Centennial Park (15600 West Avenue), Centennial Park Aquatic Center (15600 West Avenue), John Humphrey Complex (147th & West Avenue, and 10-12 various special events

(hereinafter referred to as the "WORK") as further described in the VILLAGE'S RFP requirements and accepted proposal.

CONTRACTOR will pay the VILLAGE an upfront payment of Twenty Five Thousand and No/100 ($25,000.00) Dollars per year prior to the first day of operations for that season as a commission

payment on gross sales of the first Two Hundred Thousand and No/100 ($200,000.00) Dollars that CONTRACTOR generates. For any sales in excess of $200,000.00, CONTRACTOR shall pay the VILLAGE a Fifteen (15%) Percent commission to be paid monthly once the threshold is met.

CONTRACTOR agrees to pay a minimum Three (3%) Percent commission to Athletic Organizations on designated Athletic Organization days.

Additionally, CONTRACTOR will invest approximately Seventy Five Thousand Six Hundred Seventy-Five and No/100 ($75,675.00) Dollars which shall include the capital improvement of a vent hood, food & equipment costs, signage, and starting inventory. The installation of the Hood Vent System shall become a permanent structure of the building, therefore, property of the VILLAGE.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon a written Notice to Proceed and continue expeditiously for three (3) years from that date, with the option to renew for two (2) additional years. The park concessions shall be operational from approximately the first week of April to the middle of November and pool concessions shall be operational during pool season. This Contract shall terminate upon completion of the WORK or December 1, 2015, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify 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:
Bryan Snyder
Director of Corporate Operations
Jay Vending Company
2141 Priest Bridge Drive #2
Crofton, MD 21114
Telephone: 410-721-9116
Facsimile: 410-721-9136
e-mail: snyder@jayvending.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.

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: Village Manager

Date: 3/31/11

FOR: THE CONTRACTOR

By: _____

Print Name: Bryan T. Snyder

Its: Corporate Operations Director

Date: 3/28/11

Village of Orland Park

Request for Concession Services

Respectfully submitted by:
JAY VENDING COMPANY

For the 2011 Season

jayvending
company

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cyvending

Business Information

Jay Vending Company is a Maryland based corporation with foreign corporation status in good standing in Rhode Island, Pennsylvania, New Jersey, Delaware, Virginia, South Carolina, Illinois, Missouri, Texas, and California. If we are fortunate enough to be selected for this opportunity, we will promptly obtain all necessary business licenses and permits for this operation. There is no plan to use any sub contractor, separate entity, subordinate or superior entity or other organization or individual to act in concert with us to provide services for the Village of Orland Park.

Date: January 11, 2011

1. Legal Name: Jay Vending Company

2. Prospective Place of Business: Centennial Park and John Humphrey Complex

3. Mailing Address: 2141 Priest Bridge Drive
   Suite 2
   Crofton, MD 21114

   Federal ID: 52-1710420
   Telephone: 410-721-9116 x14
   Facsimile: 410-721-9136
   E-mail: bsnyder@jayvending.com

4. The proposer is a CORPORATION. Jay Vending Company was originally organized as a partnership in 1987 and subsequently incorporated in Maryland in 1991.

We are a foreign corporation in good standing in ELEVEN different states in addition to our domestic corporation status in Maryland. Should you require evidence of our corporate standing within these states, we will gladly provide them to you in a prompt manner. As we have done in the past 24 years, once business is secured within a area, we obtain all necessary licenses and permits, along with and other required documentation needed to lawfully open and maintain our business within the jurisdiction.

Additionally, all state/county/local health department regulations are strictly followed. Jay Vending Company managers are all SERVESAFE Certified Food Managers.

Operational Plans

Centennial Park Aquatic Center

Services to be provided

Jay Vending Company will provide a full service grill and snack concession for the Aquatic Center. Catering specials will also be available for birthday party and company outings. An integral part in operating the stand is ensuring that guests have a clean atmosphere in which to enjoy their food. Our staff will also keep the adjacent tables and eating area clean and free of trash.

Schedule and Hours of Operation

Hours of operation will mirror exactly that of the Centennial Park Aquatic Center. **If the park is open, so is our concession stand.** Staffing levels will always be maintained to ensure adequate food preparation, cleanliness, and guest satisfaction.

Centennial Park and John Humphry Complex

Services to be provided

Jay Vending Company will provide food and snack concessions for Centennial Park and the John Humphry Complex. We will provide concessions at special events as requested by the Director of Recreation. Specific attention will be given to ensuring the eating areas are clean and free of debris. Our staff and menus will be expanded for tournaments and larger special events to ensure guest satisfaction and optimal performance.

Schedule and Hours of Operation

Hours of operation will follow the hours outlined in the proposal for the athletic complexes. We will be open at all reasonable times unless specific permission to close has been granted by the Director of Recreation or appropriate Village staff.

Operational Plans

Staffing and schedules will fluctuate from day to day depending on the schedules and attendance levels of the particular location. Our scheduling and hours of operation will mirror those of the facilities serviced.

Over the past 24 years, we have worked in many different venues for food service operations. We manage food service operations with daily staff sizes ranging from 2 to 200 employees. Rest assured that our operation will be properly staffed and managed. All our managers are SERVSAFE qualified and each employee will receive proper food handling procedures training.

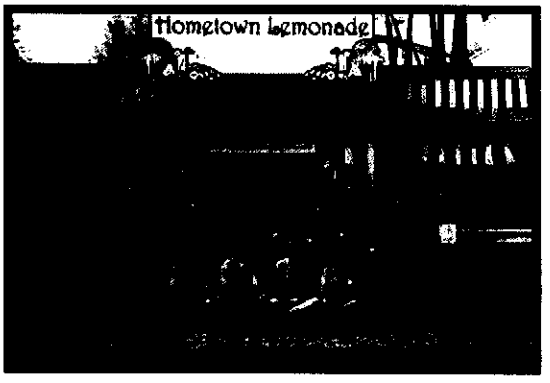
2011 Jay Vending Proposed Management Structure for Village of Orland Park Concessions

Centennial Park, Centennial Park Aquatic Center, John Humphry Complex

Jay Vending Corporate Directors / Officers

John Messenger, Brian Costello, Jim Costello, Bryan Snyder

30 fulltime operational managers currently employed with Jay Vending including management teams at Six Flags, Hersheypark, and state / county park operations in Rhode Island, New Jersey, Delaware, Maryland, Pennsylvania & Virginia.



JVC
On site Manager
Village of Orland Park

Seasonal Supervisor 1	Seasonal Supervisor 2	Seasonal Supervisor 3

Estimated line staff of 25 seasonal employees.

ALL Jay Vending staff schedules are posted online on our secure employee website. This limits the amount of "call offs" and increases our employee attendance efficiency.

Operational Plans

Jay Vending Company will place a highly experienced manager to manage the concession needs at the Village of Orland Park. We have hand picked from our current bank of managers someone who is a native of Chicago.

Katherine "Nicole" Roche is our first choice to run these facilities. She currently lives in South Carolina, but has been eager to move home. Nicole's resume is very strong. She has a BS in Business Administration from the College of Charleston, and she is more than qualified to handle your concession needs. Her experience with our company is listed below:

Katherine Nicole Roche
Jay Vending Company
Paramount Carowinds Amusement Park
& Charlotte Knights AAA Baseball Team
Fort Mill, South Carolina

Operations Manager, March 2007 – present

- Recruit, interview, and hire 60+ employees
- Manage sales and operations with sales exceeding $500,000
- Increased sales at Knights Stadium by 10% in one season
- Complete all staff scheduling for two high volume sales locations on a bi-weekly basis
- Create relationships and act as company liaison between Jay Vending Company and management at each location
- Handle all cash control and inventory for $500,000 operation
- Manage and oversee all customer relations

Assistant Operations Manager, March 2001 – October 2006

- Managed sales and inventory for a vending operation
- Supervised and train 50+ employees

Seasonal Associate, April 1999 – October 2000

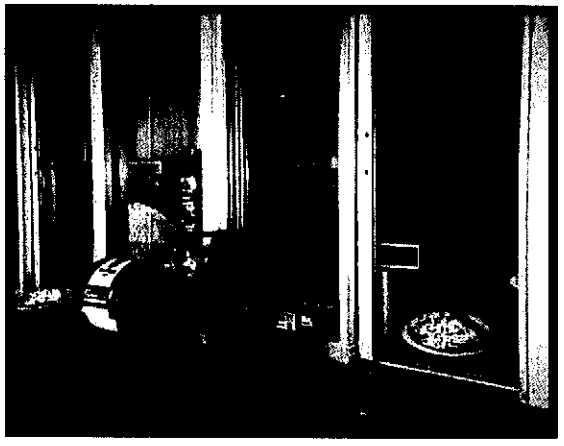
- Prepared food and beverages for vendors in a timely manner to increase sales
- Worked concessions carts dealing with a minimum of $100 at a time and customer service

Nicole would recruit, hire and train the appropriate staff. She would have three seasonal supervisors below her to help in opening and closing duties and overall supervision of the front line staff. Our Corporate Officers would be involved in the set up and initial launch of our operations at the Village of Orland Park, and would make routine visits thereafter to ensure a first class operation.

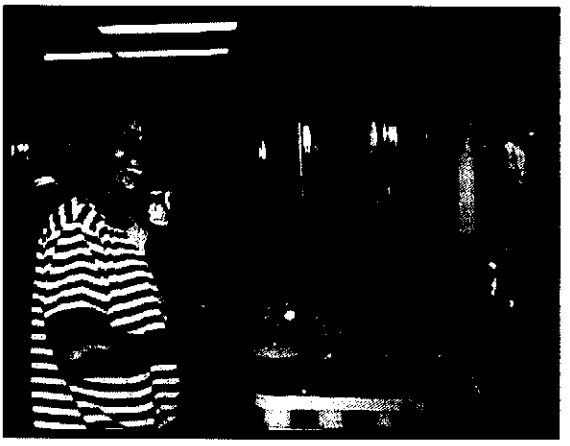
In addition to Nicole's expertise, we would also have the assistance of Sara Schutz. Sara ran our Six Flags Great America concessions in Gurnee, IL for eleven years and handled sales between $600,000 and $2.2 million. She managed staff sizes between 50 and 200 people as the scope of our business with Six Flags shifted over the years. Sara is now a mother of two, but anxious to provide part time management and assistance to Nicole in the daily operations for the Village. She is also a college graduate with a degree in Education.

Operational Plans

For each of the past 10 years, Jay Vending Company has employed a minimum of 1,600 seasonal employees across the nation. The typical size of our seasonal staff ranges between 10 and 100 folks. We conduct interviews for every employee hired and historically only make offers for employment to one out of three interviewees. We conduct regional background checks on all of our staff. We also verify all new hires through the Department of Homeland Security's E-Verify program. **The first step in taking and serving orders at a fast pace is to ensure that the proper folks are on staff.**



E-Verify



posted in our stands

QUICKNESS COUNTS... JAY VENDING'S GUIDE TO SPEEDY SERVICE.

More than ever, our guests expect our food offerings to not only be of good quality, but they want this quality delivered as quickly as possible. Jay Vending employees are taught the following tips to ensure fast, friendly service:

GREET each guest by using phrases such as "Welcome, may I take your order?" It is important to SPEAK FIRST and NEVER interrupt a guest.

REPEAT each order before you ring the item into the cash register. This will minimize errors and help avoid over-rings. As you can imagine, every time an error is made, service slows down, whether to correct the problem, record an over-ring, etc.

TOTAL the order—complete ringing up the sale and arrive at a total. Inform the guest of the amount, but DO NOT WAIT FOR THE GUEST TO PAY FOR THE AMOUNT. Several minutes can be lost by waiting for a guest to pull money out of their purse, count pennies, etc.

FILL the order—while the guest is opening their wallet, figuring how to pay, etc., fill the order. Use the register tape to help recall the items if necessary. When the total order has been gathered, repeat back to the guest the items ordered.

COMPLETE the order—after filling the order and any additional items, accept the amount given by the guest.

FRIENDLY FAREWELL—Remember to conclude each transaction with an appreciative phrase such as "Thank you and have a great day!"

Implementation Plans

Jay Vending has 24 years of experience in opening and operating food service establishments similar to Centennial Park (Aquatic Center and Fields), and the John Humphrey Complex. The following outline would be used as a guide in opening the operation at the parks.

A. Contract award - February 2011

B. Apply for and obtain all necessary permits from the state of Illinois, and local governments.
   1. Business License - February 2011
   2. Food service permit - February 2011

C. Hire a staff - March and April 2011 for Sports Complexes, May 2011 for Aquatic Center
   1. Recruit
   2. Interview
   3. Select
   4. Collect all required paperwork (I-9, W-4, JVC Handbook, etc.)

D. Install equipment - March 2011
   1. Hire electrician & Plumber and any other trades if necessary
   2. Clean and test
   3. Install and mount exterior signage and menu boards
   4. Establish Internet connection, Visa/MC service, and telephone service

E. Install POS registers & JVC computer system - March/April 2011

F. Conduct employee orientation and training - March, April, May and continuing as needed

G. Prepare schedules including over staffing for opening weekend

H. Pre-opening cleaning and final check to ensure all technical proposal provisions are met

I. Open for business - Early April for Sports Complexes, and opening day for Aquatic Center

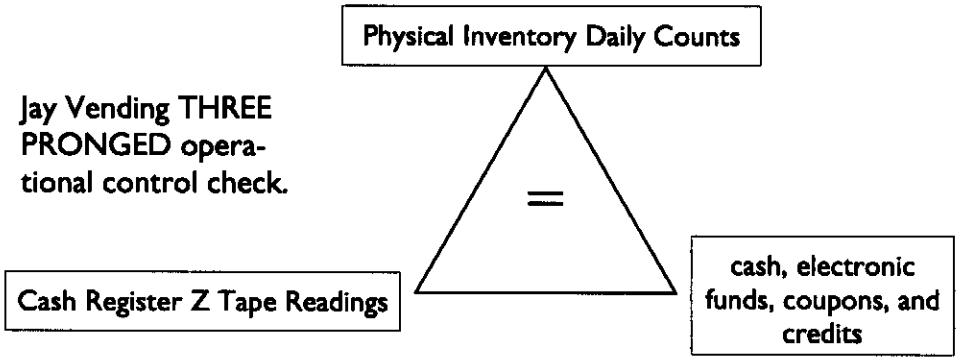
J. Shortly following the close of business for each season, we thoroughly clean our facilities, preparing them for the winter season and have all hoods / fryers professionally cleaned.

Bookkeeping

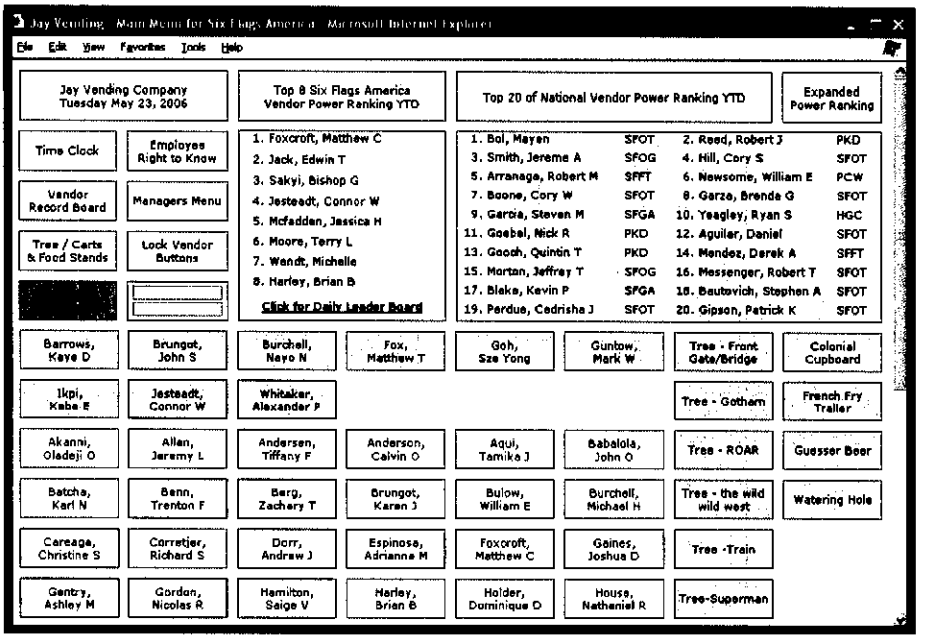
Our custom software - setting us apart

Jay Vending Company employs a THREE PRONGED process for accounting, reporting, and management control checks on daily operations. The engine behind this process is our custom operations software. Jay Vending implemented our custom Inventory / Labor Checker Time Clock software on opening day of 2002, and have had great success with it over the past nine years. To date, we have spent over **$800,000** in the development of this software. This software tracks every inventory item and reconciles it against both our daily receipts (cash, electronic funds, coupons, and credits), our point of sale devices (cash register), and physical inventory. Spot audits are routinely conducted during the course of our season.

Jay Vending THREE PRONGED operational control check.



Screen shot from Jay Vending's custom daily operational management software.



Bookkeeping

Jay Vending Company can provide the Village of Orland Park with regular sales reports. These reports are generated through our computer system and emailed to designated Village Staff. This can be done on a daily, weekly, or monthly basis. The reports provide you with complete transparency as to how we conduct our business, and allow you to view the progress of our operation throughout the year. Below is a screenshot of reports sent to officials at Island Beach State Park.

Jay Vending Company Daily Sales Report for Wednesday, August 12, 2009 at State Park

	Merchandise		North Stand		South Stand	
Item Description	Units	Amount	Units	Amount	Units	Amount
Bottled Water	0	$0.00	0	$0.00	13	$26.00
Cancer ribbon (wrap)	0	$0.00	0	$0.00	0	$0.00
Cheesesteak	0	$0.00	1	$8.50	5	$42.50
Children Finger Basket	0	$0.00	24	$192.00	33	$264.00
Cotton Candy	0	$0.00	0	$0.00	0	$0.00
Cotton Candy - Bucket	0	$0.00	0	$0.00	0	$0.00
Dippin' Dots - Large	0	$0.00	0	$0.00	0	$0.00
Dippin' Dots - Medium	0	$0.00	0	$0.00	0	$0.00
Dippin' Dots - Small	0	$0.00	0	$0.00	0	$0.00
French Fries - Chili Cheese Large	0	$0.00	1	$8.00	1	$8.00
French Fries - Large	0	$0.00	11	$60.50	12	$66.00
French Fries - Regular	0	$0.00	30	$135.00	22	$77.00
Gelati	0	$0.00	7	$33.25	0	$0.00
Hamburger	0	$0.00	1	$6.75	1	$6.75
Hamburger - w/Cheese	0	$0.00	3	$18.00	7	$42.00
Hot Dog	0	$0.00	21	$78.00	10	$38.00
Hot Dog - Chili Cheese	0	$0.00	3	$11.25	1	$3.75
Italian Ice - 20 / 22 oz.	0	$0.00	28	$84.00	63	$189.00
Lemonade - 24 oz	0	$0.00	0	$0.00	0	$0.00
Misc. Food Sales	0	$0.00	0	$0.00	0	$0.00
Nachos	0	$0.00	5	$21.25	3	$12.75
Nachos Grande	0	$0.00	2	$16.00	3	$16.00
Pretzels - Fresh Rolled	0	$0.00	0	$0.00	0	$0.00
Sandwich - Regular	0	$0.00	19	$81.75	16	$71.25
Soda - 12 oz.	0	$0.00	44	$88.00	10	$20.00
Toppings - Extra Cheese	0	$0.00	0	$0.00	0	$0.00
ZZMerch - Beachball	0	$0.00	0	$0.00	0	$0.00
ZZMerch - Bodgie Board	0	$0.00	0	$0.00	0	$0.00
ZZMerch - Goggles	0	$0.00	0	$0.00	0	$0.00
ZZMerch - Rental Chair	0	$0.00	0	$0.00	0	$0.00
ZZMerch - Rental Deal	0	$0.00	0	$0.00	0	$0.00
ZZMerch - Rental Umbrella	0	$0.00	0	$0.00	1	$15.00
ZZMerch - Shovel and Pail	0	$0.00	0	$0.00	0	$0.00
ZZMerch - Towels	0	$0.00	0	$0.00	0	$0.00
Total Sales		$0.00		$685.75		$843.00

Jay Vending Company YTD Sales Report as of Wednesday, August 12, 2009

Date	Merchandise	North Stand	South Stand	Park Total
Saturday, May 16, 2009	$0.00	$1,929.25	$0.00	$1,929.25
Sunday, May 17, 2009	$0.00	$1,323.00	$0.00	$1,323.00
Sunday, May 24, 2009	$0.00	$1,198.00	$0.00	$1,198.00
Thursday, May 28, 2009	$10.00	$1,416.00	$0.00	$1,426.00
Friday, May 29, 2009	$0.00	$11.50	$0.00	$11.50
Saturday, May 30, 2009	$10.00	$1,082.00	$0.00	$1,092.00
Sunday, May 31, 2009	$29.00	$729.25	$0.00	$758.25
Month Ending Sunday, May 31, 2009	$39.00	$7,688.00	$0.00	$7,727.00
Monday, June 01, 2009	$0.00	$174.25	$0.00	$174.25
Tuesday, June 02, 2009	$0.00	$68.00	$0.00	$68.00
Wednesday, June 03, 2009	$0.00	$60.50	$0.00	$60.50
Thursday, June 04, 2009	$0.00	$13.00	$0.00	$13.00
Saturday, June 06, 2009	$0.00	$1,003.75	$0.00	$1,003.75
Sunday, June 07, 2009	$0.00	$3,261.25	$0.00	$3,261.25
Monday, June 08, 2009	$0.00	$150.00	$0.00	$150.00
Wednesday, June 10, 2009	$0.00	$17.00	$0.00	$17.00
Friday, June 12, 2009	$0.00	$5.50	$0.00	$5.50
Saturday, June 13, 2009	$0.00	$1,024.00	$0.00	$1,024.00
Sunday, June 14, 2009	$0.00	$263.50	$0.00	$263.50
Tuesday, June 16, 2009	$0.00	$198.75	$0.00	$198.75
Wednesday, June 17, 2009	$0.00	$91.25	$0.00	$91.25
Friday, June 19, 2009	$0.00	$167.25	$0.00	$167.25
Saturday, June 20, 2009	$0.00	$10.00	$0.00	$10.00
Monday, June 22, 2009	$0.00	$318.00	$0.00	$318.00
Tuesday, June 23, 2009	$0.00	$394.75	$0.00	$394.75
Wednesday, June 24, 2009	$0.00	$288.00	$0.00	$288.00
Thursday, June 25, 2009	$0.00	$1,657.25	$0.00	$1,657.25
Friday, June 26, 2009	$0.00	$732.00	$0.00	$732.00
Saturday, June 27, 2009	$0.00	$2,365.75	$1,225.50	$3,591.25
Sunday, June 28, 2009	$0.00	$2,020.75	$868.50	$2,889.25
Monday, June 29, 2009	$0.00	$1,817.50	$744.75	$2,562.25
Tuesday, June 30, 2009	$0.00	$1,898.00	$1,828.75	$3,726.75
Month Ending Tuesday, June 30, 2009	$0.00	$16,904.00	$3,923.50	$20,827.50
Wednesday, July 01, 2009	$0.00	$873.00	$0.00	$873.00
Thursday, July 02, 2009	$0.00	$1,996.50	$0.00	$1,996.50
Friday, July 03, 2009	$0.00	$3,426.00	$1,626.00	$5,052.00
Saturday, July 04, 2009	$0.00	$3,708.00	$2,539.50	$6,247.50
Sunday, July 05, 2009	$0.00	$3,391.00	$2,241.75	$5,632.75
Monday, July 06, 2009	$0.00	$2,801.00	$1,530.50	$4,331.50
Tuesday, July 07, 2009	$0.00	$993.00	$296.00	$1,289.00
Wednesday, July 08, 2009	$0.00	$2,254.00	$1,548.75	$3,802.75
Thursday, July 09, 2009	$0.00	$2,312.75	$359.75	$2,672.50
Friday, July 10, 2009	$0.00	$2,856.00	$2,160.50	$5,016.50
Saturday, July 11, 2009	$0.00	$2,865.75	$2,183.75	$5,049.50
Sunday, July 12, 2009	$0.00	$3,649.50	$2,449.75	$6,099.25
Monday, July 13, 2009	$0.00	$3,557.75	$1,412.00	$4,969.75
Tuesday, July 14, 2009	$0.00	$2,395.00	$1,495.25	$3,890.25
Wednesday, July 15, 2009	$0.00	$2,488.25	$1,185.25	$3,673.50
Thursday, July 16, 2009	$0.00	$578.25	$1,501.50	$2,079.75
Friday, July 17, 2009	$0.00	$2,598.00	$1,392.25	$3,990.25
Saturday, July 18, 2009	$0.00	$6,772.50	$0.00	$6,772.50
Sunday, July 19, 2009	$0.00	$3,693.25	$2,160.00	$5,853.25
Monday, July 20, 2009	$0.00	$3,233.00	$1,658.00	$4,891.00
Wednesday, July 22, 2009	$0.00	$1,917.25	$1,429.25	$3,346.50
Thursday, July 23, 2009	$0.00	$191.75	$0.00	$191.75
Friday, July 24, 2009	$0.00	$1,475.00	$692.00	$2,167.00
Saturday, July 25, 2009	$0.00	$3,200.25	$1,867.25	$5,067.50
Sunday, July 26, 2009	$0.00	$2,875.50	$1,884.75	$4,760.25
Monday, July 27, 2009	$0.00	$1,027.75	$483.75	$1,511.50
Tuesday, July 28, 2009	$0.00	$2,474.25	$1,683.50	$4,157.75
Wednesday, July 29, 2009	$0.00	$1,372.75	$717.75	$2,090.50
Thursday, July 30, 2009	$0.00	$1,355.50	$879.75	$2,234.25
Friday, July 31, 2009	$0.00	$1,828.50	$0.00	$1,828.50
Month Ending Friday, July 31, 2009	$0.00	$70,836.50	$38,628.00	$109,164.50
Saturday, August 01, 2009	$0.00	$3,864.75	$2,824.25	$6,689.00
Sunday, August 02, 2009	$0.00	$413.75	$0.00	$413.75
Monday, August 03, 2009	$0.00	$2,480.75	$1,886.75	$4,367.50
Tuesday, August 04, 2009	$0.00	$2,008.50	$2,120.50	$4,129.00
Wednesday, August 05, 2009	$0.00	$2,135.00	$1,351.25	$3,486.25
Thursday, August 06, 2009	$0.00	$187.50	$0.00	$187.50
Friday, August 07, 2009	$0.00	$2,618.75	$2,380.00	$4,998.75
Saturday, August 08, 2009	$0.00	$3,179.00	$3,430.25	$6,609.25
Sunday, August 09, 2009	$0.00	$497.75	$139.75	$637.50
Monday, August 10, 2009	$0.00	$2,622.00	$2,206.50	$4,828.50
Tuesday, August 11, 2009	$0.00	$2,088.75	$1,451.25	$3,540.00
Wednesday, August 12, 2009	$0.00	$685.75	$843.00	$1,528.75
Month Ending Monday, August 31, 2009	$0.00	$23,566.75	$17,766.50	$41,333.25
YTD Totals	$39.00	$118,994.00	$60,322.00	$179,355.00

Menu and Signage

PROPOSED INITIAL CONCESSION MENU - Aquatic Center

Pool Side Grill

Hamburger (1/3 Lb.)	$4.49
Cheese Burger (1/3 Lb.)	$4.69
All Beef Hot Dog	$3.49
Chili & Cheese Dog	$4.49

French Fries "Boardwalk Style"
Giant Size $5.69
Small $3.49
Chili Cheese Fries $5.99
Giant order of fries topped with chili and cheese

Nachos $3.49

Nachos Grande $3.99
Original nachos with Chili, Cheese, and jalapenos

Pizza
By the Slice $2.99
Cheese or Pepperoni
Whole Pizza $18.79
Cheese or Pepperoni

Chicken Finger Basket $8.49
Large basket of fries topped with three white meat chicken tenders

Fresh Fruit Cup $2.99
Fresh cut seasonal fruits

Italian Water Ice
Made fresh daily on location
Regular $2.99

Lemon
[redacted]
Pina Colada
[redacted]
Banana
[redacted]
[redacted]

[redacted]

Our Famous Smoothies
Blended to Perfection
Large $4.99

[redacted]

- Banana
- Banana Blueberry
- Banana Pineapple
- Banana Strawberry
- Mango Banana
- Mango Blueberry
- Mango Pineapple
- Mango Strawberry
- Pina Colada
- Banana Colada
- Blueberry Colada
- Strawberry Colada
- Strawberry Banana
- Strawberry Blueberry
- Strawberry Pineapple

Gelatis $4.99
Any flavor Water Ice layered with our Soft Serve Ice Cream

Soft Serve Ice Cream $2.99
With or without sprinkles

RC, Diet RC, Lemon-Lime, Orange Soda
Small - 16 oz. $1.99
Large - 24 oz. $2.99

Freshly Squeezed Lemonade $3.29

Chilled Bottled Water $1.99

Catering and Group Party Menus available upon request
Illinois Sales Tax applied to all purchases

All our menus are professional UVA/Weather resistant prints mounted on aluminum. These are proposed menu items based on our experience in various markets and customer feedback. We will entertain any input that the Village may have regarding other menu options.

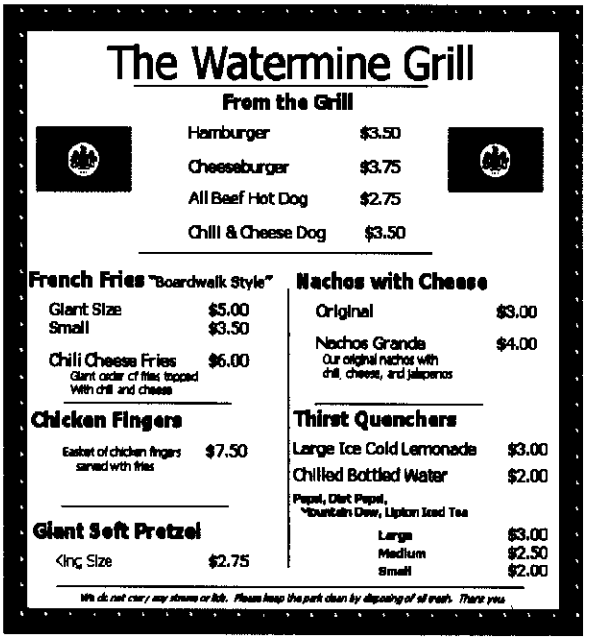
Stayvending

Menu and Signage

PROPOSED INITIAL CONCESSION MENU - Athletic Complexes

All Beef Hot Dog - $3.00
Kiddie Hot Dog - $1.75
Nachos w/ cheese - $3.50
Nachos Grande w/Cheese, Chili, and Jalapenos - $4.00
Popcorn - $2.00
Cotton Candy - $3.00
Hand Dipped Italian Ice (6 or 7 flavors prepared on site) - $3.00
Pretzels - $2.00, w/cheese $2.50
Bottled Water - $2.00
RC Soda Products - 16oz $2.00, 24oz $3.00

Samples of our menu from our 2009 Water Mine Park location in Reston, VA.
Our Orland Park menus will have this same 'look and feel' and will be professionally printed.



PROPOSED INITIAL CONCESSION MENU - Tournaments

During tournaments at the respective athletic complexes, Jay Vending Company will increase staff size and add additional menu items. We have a tremendous amount of experience with large volume crowds, preparing and selling food in a short time frame. Some food items we add are Bratwurst, Hamburgers, and breakfast items for the early morning games.

This would also be an opportunity for the Athletic Organizations to provide "booster" support in order to earn more money for their teams and equipment needs. We often have these groups work events for a percentage of total sales during special events.

Capital Improvements And Investments

The most notable capital improvement Jay Vending Company would make is the installation of a Hood Exhaust System at the Aquatic Center. The hood would be outfitted with a fire suppression system to meet with health department safety standards. This would allow for the addition of commercial grade grills and fryers to enhance the menu and speed of customer service. The new Hood System would become a permanent structure of the building, and therefore property of the Village of Orland Park (paid for by Jay Vending Company). This is approximately a $12,000 - $14,000 upgrade to the stand, depending on local contracting rates for installation.

In addition to this capital improvement, Jay Vending Company would make the following equipment/operational investment in order to run a top notch concession. This equipment is for use at the Aquatic Center and the two sports complexes.

Batch Freezer - water ice	$7,500.00
Chest Freezers (3)	$3,000.00
Chili & Cheese Warmer (2)	$1,000.00
Cotton Candy Machine	$1,200.00
Ecolab Cleaning (Wall System) (3)	$3,000.00
Flat Grill	$2,500.00
Fryers (3)	$2,400.00
Heat Lamps (2)	$800.00
Hood Vent System - Installed	**$14,000.00**
Hot Food Merchandiser	$2,500.00
Italian Ice bunker box freezers (3)	$3,000.00
Lemon Squeezers (3)	$375.00
Pizza Conveyer Oven	$4,000.00
Sandwich Prep Unit	$1,400.00
Smallwares / mop / brooms, cleaning supplies, etc.	$2,000.00
Soft Serve Machine	$4,000.00
Tables (stainless)	$2,000.00
Triple Blender (Smoothies)	$1,000.00
Food equipment sub total	$55,675.00
Signage and Menu Signage - professionally printed	$5,000.00
Registers and Inventorty Software	$5,000.00
Initial Inventory cost	$10,000.00
Total Investment to start operations	**$75,675.00**

Maintenance and Sanitation

In addition to all of our onsite managers being nationally ServSafe trained and qualified, the THREE top executives of our company are also certified.

ServSafe

EXAM FORM NO. 4455

CERTIFICATE NO. 6461090

ServSafe Certification

JOHN K MESSENGER

5/13/2009

5/13/2014

ANSI

NATIONAL RESTAURANT ASSOCIATION

ServSafe

EXAM FORM NO. 4455

CERTIFICATE NO. 6461087

ServSafe Certification

BRIAN P COSTELLO

5/13/2009

5/13/2014

ANSI

NATIONAL RESTAURANT ASSOCIATION

ServSafe

EXAM FORM NO. 4455

CERTIFICATE NO. 6461088

ServSafe Certification

JAMES M COSTELLO

5/13/2009

5/13/2014

ANSI

NATIONAL RESTAURANT ASSOCIATION

tbyvending

Maintenance and Sanitation

All of the managers at Jay Vending have many years of experience with safety, security, and sanitation issues. For the past 24 years, all of our facilities have been cleaned and maintained to levels exceeding local health department standards in 14 different states and many local jurisdictions. Our team will be trained to use the following outline as our daily cleaning and safety guideline. We will make the appropriate adjustments after we begin operations.

Jay Vending Company Cleaning and Physical Detail Inspection Outline

Jay Vending Checklist for Daily Cleaning at Watermine Park

Signage

- [ ] Signs in good repair and properly illuminated
- [ ] Exterior lighting and fixtures in good working order

OUTSIDE Patio tables

- [ ] Properly positioned
- [ ] Surfaces clean, and dry
- [ ] Underside free of gum
- [ ] Umbrellas [ ] in place [ ] raised, [ ] clean, [ ] working order,

OUTSIDE Trash Cans

- [ ] Properly positioned
- [ ] Surfaces clean and dry
- [ ] Insert in place
- [ ] Trash bag in place and not showing outside can

OUTSIDE Building Front and Entryways

- [ ] Area around entry free of trash and puddles
- [ ] Entry mat in place and is clean and dry.
- [ ] Handrails, columns and guardrails wiped down. Free of gum. Paint in good order

OUTSIDE Front and Side Doors

- [ ] Roll up door in good working order
- [ ] Credit Card stickers present, current and in good condition
- [ ] Other POP and banners present and in good condition
- [ ] Frame and threshold clean
- [ ] Glass surfaces properly cleaned and in good repair.

OUTSIDE Windows

- [ ] Glass surfaces properly cleaned and in good repair.
- [ ] Frames and hardware cleaned
- [ ] Surrounding area wiped down and in good repair
- [ ] Remove any cobwebs

INSIDE Floor

- [ ] Free of spills and trash
- [ ] Mopped at regular intervals; condiment bars, chairs and tables moved to clean underneath
- [ ] "Wet Floors" signs in use; appropriate number present, sign clean and in good order
- [ ] Gum scraped up
- [ ] Corners clean
- [ ] Molding clean and free of cobwebs

INSIDE Light Fixtures

- [ ] Bulbs present and working
- [ ] Covers present
- [ ] Free of dust, cobwebs, and dead insects
- [ ] Exit light working

INSIDE Windows

- [ ] Glass surfaces properly cleaned and in good repair.
- [ ] Frames and hardware cleaned and free of dust
- [ ] Surrounding area wiped down and in good repair

- [ ] Underneath over shelf thoroughly cleaner
- [ ] Underneath tray slide cleaned, hinges and crevices free of food debris and trash
- [ ] Underneath and back side cleaned
- [ ] Pan insert area cleaned, pans not bent or burn
- [ ] Sneeze guard clean
- [ ] Proper utensils in place; [ ] clean, [ ] matching, an [ ] in good repair.
- [ ] Condiments and toppings properly stocked, fresh and appealing
- [ ] Disposable utensils, stocked, handles upfoward guest, container clean and in good repair

Jay Vending Checklist for Daily Cleaning at Watermine Park

INSIDE Ceiling

- [ ] Free of dust, cobwebs, and dead insects
- [ ] Check for of evidence of roof leaks

INSIDE Menuboard

- [ ] Free of dust, cobwebs, and dead insects
- [ ] Lights working

INSIDE Serving Line

- [ ] All exterior surfaces thoroughly cleaned
- [ ] Underneath over shelf, light assembly, thoroughly cleaned
- [ ] Underneath tray slide cleaned, hinges and crevices free of food debris and trash
- [ ] Underneath and back side cleaned
- [ ] Pan insert area cleaned, pans not bent or burnt
- [ ] Sneeze guard clean; Removed if needed to clean behind
- [ ] Proper utensils in place; clean, matching, and in good repair.
- [ ] Pass through thoroughly cleaned.
- [ ] Storage area underneath clear of trash, cleaned and organized
- [ ] All cords neatly stored and wiped down.**(Must be done while equipment powered down)**

INSIDE Beverage System

- [ ] Nozzles clean and in place
- [ ] Unit wiped down and cleaned underneath, Support legs clean
- [ ] Drip tray cleaned and in place
- [ ] Brand labels in place
- [ ] System free of leaks
- [ ] Bag in the box units stacked neatly, empty boxes removed

INSIDE Cash Register Area

- [ ] Register: Clean, cables secure, no stickers applied
- [ ] Area under register clean and free of debris
- [ ] Cabinets and counter clean, organized, doors in good repair
- [ ] Floor and baseboard cleaned and free of spills

INSIDE Kitchen

- [ ] Prep Tables: clean and free of rust, legs and wheels clean, lower shelf in tact and in good repair
- [ ] Warmers: Clean and free of rust, Inside shelves and racking clean
- [ ] Reach In Freezer: outside walls wiped down, legs cleaned, inside surfaces/shelving cleaned
- [ ] Reach In Cooler: outside walls wiped down, legs cleaned, inside surfaces/shelving cleaned
- [ ] Exhaust hood: Bulb covers- present, clean, light working, stainless surfaces cleaned
- [ ] Exhaust hood: Filters- present, clean, in good repair, drip pan- clean present
- [ ] Fryers: Clean, shortening fresh, pulled out and cleaned behind and underneath, cords clean
- [ ] Fryers: Positioned under extinguisher nozzles, Wheels cleaned Dumping area clean
- [ ] Filtering system clean and in place
- [ ] Sinks: Exterior and interior surfaces cleaned, Legs free of rust, Sanitizer present used properly
- [ ] Tea machine: Surfaces cleaned, spray nozzle cleaned
- [ ] Combi Oven: Exterior surfaces cleaned, oven door/glass cleaned, lower shelf cleaned
- [ ] Stock shelves, cleaned, organized, chemicals not stored with food or food-contact item
- [ ] Desk area: Clean organized, all cash and related items secured.
- [ ] Electrical Panels: Not blocked,
- [ ] Walls, baseboards, ceilings clean, free of cobwebs, debris

Refrigerator: Temp 34° to 38°, Freezer 0° to 10° No stock on floor, Shelving clean and free of rust, Freezer: Stock rotated, Stock dated

Back Area

- [ ] Free of trash, old equipment discarded, ice bin cleaned, stocked and secured
- [ ] Clear of trash and in good repair

Signed _____

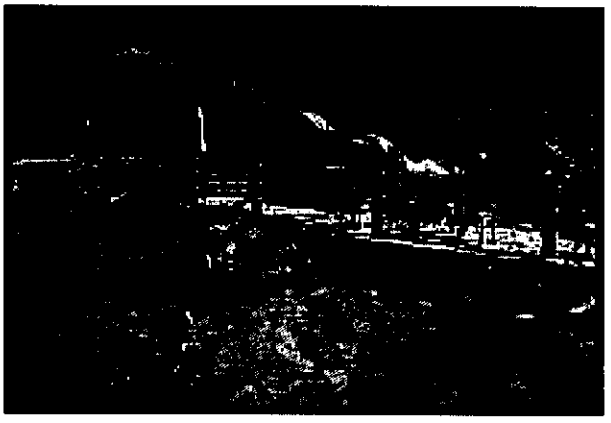
"Clean as you go and work with pride"

jayvending

Qualifications, Experience, References

Lake Fairfax and Water Mine Parks, Reston, VA

- 2009 - Present
- Operate ONE concession building, ONE kiosk and mobile carts
- 2010 gross sales were approximately $200,000
- One full time manager, one assistant and approximately 12 employees
- Amy Clayton, Park General Manager 703-471-5415



Island Beach State Park, Seaside NJ

- 2009 - Present
- Operate TWO concession buildings, sundry operation, and mobile carts
- 2010 gross sales were approximately $200,000
- One full time manager, one assistant and approximately 20 employees
- Mark Pitchell, Park Superintendent 732-793-0506

Qualifications, Experience, References

Jay Vending Company currently has concession operations in 12 states. Our area of expertise covers everything from simple snack items to full service dining facilities, and catering events. Jay Vending's experience in working in many different public-gathering venues and our long standing partnerships over the last 24 years is a testament to our abilities in the food service industry, as well as the dedication we have to our clients.

Several Jay Vending Company accounts are listed below. Included is reference contact information per site, and relevant experience as it would pertain to operating the Village of Orland Park Concessions.

Sandy Point State Park (Annapolis, MD)

- 2004 - present
- 7 years of service
- Operate concession building, retail building, mobile carts, and vending machines
- 2010 gross sales were approximately $250,000
- One full time manager, one assistant and approximately 20 employees
- Jay Kenty, Acting Park Manager 410.974.2149

Cape Henlopen State Park (Lewes, DE)

- 2008 - present
- 3 years of service
- We passed the previous all time yearly sales record with 1/3 of our season remaining
- Operate one full service concession stand and beach chair / umbrella rentals
- 2010 gross sales were approximately $265,000
- One full time manager, two assistants and approximately 25 employees
- Paul Faircloth, Park Superintendent 302-645-8983

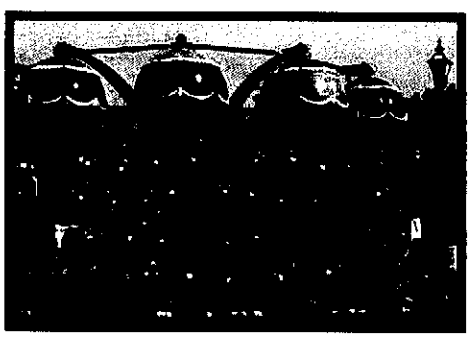
Qualifications, Experience, References

Six Flags St. Louis (Eureka, MO)

- 2005-present
- 6 years of service
- Operate 4 food locations, 4 kiosks and all mobile vending
- 2010 gross sales were approximately $1.25 million
- One full time manager, one assistant and approximately 60 employees
- Dave Roemer, Vice President and General Manager for Six Flags 636.938.5300

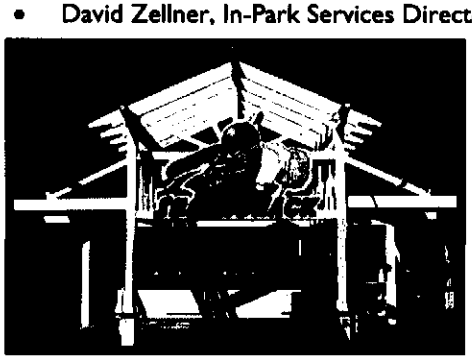
Six Flags Great America (Gurnee, IL)

- 1999-present
- 12 years of service
- Operate 3 food locations and all mobile vending
- 2010 gross sales are approximately $600,000
- One full time manager, one assistant and approximately 50 employees
- Hardeep Lall, Manager of Food Service for Six Flags 847.249.2133



Six Flags Discovery Kingdom (Vallejo, CA)

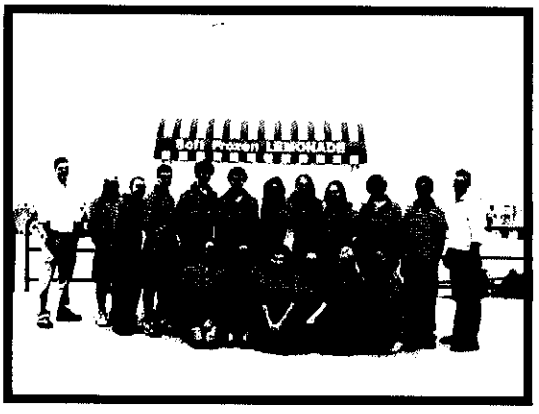
- 2001-present
- 10 years of service
- Operate 2 food locations, 4 kiosks and all mobile vending
- 2008 gross sales are approximately $2 million
- Two full time managers and approximately 70 employees
- David Zellner, In-Park Services Director for Six Flags 707.334.5224

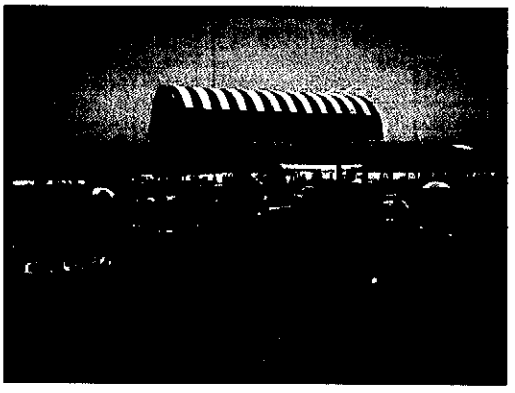


Qualifications, Experience, References

Scarborough Beach State Park (Narragansett, RI)

- 2009 - present
- Operate FOUR concession buildings, sundry operation, and mobile carts
- 2010 gross sales were approximately $500,000
- One full time manager, one assistant and approximately 30 employees
- Roger Monfette, Park Manager, 401-639-0515





Misquamicut Beach State Park (Westerly, RI)

- 2009 - present
- Operate ONE concession building, sundry operation, and mobile carts
- 2010 gross sales were approximately $300,000
- One full time manager, one assistant and approximately 20 employees
- Bernard Hawkins, Regional Park Manager, 401-639-0569

Joywending

Qualifications, Experience, References

Giant Center (Hershey, PA)
- 2002-present
- 9 years of service
- Operate three food locations, all mobile vending and all merchandise sales for concerts and special events
- 2010 gross sales are approximately $500,000
- Three part time managers and approximately 50 employees
- Sophia Zulli, Concessions Manager 717.508.1702

Bowie Baysox (Bowie, MD)
- 1993-present
- 17 years of service
- Operate one cart and mobile vending operation
- 2009 gross sales were approximately $60,000
- One part time manager and three employees
- Carl Fiorentino, General Manager for Ovations Food Services, 301.805.6044

Salisbury Shorebirds (Salisbury, MD)
- 1996-present
- 15 years of service
- Operate one cart and mobile vending for special events
- 2010 gross sales are approximately $20,000
- One part time manager and three vendors
- Cathy Crowley, General Manager for Ovations Food Services, 410.341.6372

Penn State University - Beaver Stadium (State College, PA)
- 2007 - present
- Operate four carts and mobile vending
- One part time manager, one assistant and approximately 50 employees
- 2010 gross sales were approximately $150,000
- Eric Ebling, Director of Food and Beverage 814.863.3418

World Wrestling Entertainment (Stanford, CT)
- Various venues since 1993
- 17 years of service
- Responsible for staffing, displaying and sale of all licensed merchandise in certain locales in the Eastern US.
- Typical staff size is 20 employees
- Derek Casselman, WWE Merchandise Manager 203.253.6591

Delaware Seashore State Park (Bethany and Dewey, DE)
- 2006-present
- 5 years of service
- Operate two food locations
- One part time manager and approximately 20 employees
- 2010 gross sales are approximately $200,000
- Doug Long, Park Superintendent 302-542-7482

Commission Structure

Jay Vending Company offers the following payment and percentage split to the Village of Orland Park:

Upfront Payment

Jay Vending Company offers an upfront payment to the Village of Orland Park for **$25,000.00 (twenty-five thousand dollars)** payable prior to the first day of our operations. This would be a commission payment on gross sales of the first $200,000 that Jay Vending Company generates.

Percentage Split

For any sales above $200,000 Jay Vending Company would pay a **%15** share directly to the Village of Orland Park. This commission would be paid monthly once that $200,000 threshold is met.

Term of Contract

Given the proper capital improvements and investments in new equipment, it is our professional opinion that the operation as a whole will vastly improve. Gross revenues will increase benefiting both the Village of Orland Park, and Jay Vending Company. We are prepared to make such investments, and to place a highly trained and motivated manager at your facilities. In return, we would ask for a Three Year contract, with an additional two option years should both parties wish to continue the relationship.

Please check our references and look at our track record. We have been in business for 24 years because we build strong relationships through hard work, dedication, and a professionalism that is unmatched in our industry.

Athletic Organization Days

For the 10 - 15 Athletic Organization Days, Jay Vending proposes an additional 3% share. This 3% can be paid directly to the Athletic Organization/s as determined by the Village of Orland Park, and the days should be mutually agreeable to both Jay Vending Company and Village officials.

PROPOSAL SUMMARY SHEET

Concession Services
Project Name

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

Organization Name: Jay Vending Company

Street Address: 2141 Priest Bridge Drive #2

City, State, Zip: Crofton MD 21114

Contact Name: Bryan Snyder / Brian Costello

Phone: 410-721-9116 Fax: 410-721-9136

E-Mail address: Snyder@jayvending.com

FEIN#: 52-1710420

Signature of Authorized Signee:

Title: Vice President

Date: 1-11-11

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.

✓ Corporation: State of incorporation: Maryland
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.

Jay Vending Company (Corporate Seal)
Business Name

Signature Brian Costello
Print or type name

Vice President 1-11-11
Title Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, Brian Costello, being first duly sworn certify

and say that I am Vice President
(insert "sole owner," "partner," "president," or other proper title)

of Jay Vending Company, 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 11th Day
of January, 2011.

Notary Public
Linda M. Baldwin
my commission expires
9/1/13

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."

Brad Costello, having submitted a proposal for
JAY VENDING Co. (Name of Contractor) for
Food Concessions (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 11th day of January, 2011

Notary Public

9/1/13
Commission Expires

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: 1-11-11

Subscribed and sworn to before
me this 11th day of January, 2011

Notary Public _____
9/1/13
my commission expires

TAX CERTIFICATION

I, Ben Costello, having been first duly sworn

depose and state as follows:

I, Ben Costello, am the duly

authorized

agent for JAY VENDING Co., which has

submitted a proposal to the Village of Orland Park for

Food Concessions and I hereby certify
(Name of Project)

that Jay Vending Company 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: [signature]

Title: Vice Pres

Subscribed and Sworn to
Before me this 11th
Day of January, 2011

[signature]
My Commission Expires
9/1/13

REFERENCES

(Please Print or Type)

ORGANIZATION Sandy Point State Park

ADDRESS 1100 East College Parkway

CITY, STATE, ZIP Annapolis, MD 21409

PHONE NUMBER 410-974-2149

CONTACT PERSON Jay Kenty

DATE OF PROJECT 2004 - Present

ORGANIZATION Lake Fairfax and Watermine Park

ADDRESS 1400 Lake Fairfax Drive

CITY, STATE, ZIP Reston, VA 20190

PHONE NUMBER 703-471-5415

CONTACT PERSON Amy Clayton

DATE OF PROJECT 2009 - Present

ORGANIZATION Six Flags Theme Parks

ADDRESS 924 Avenue J East

CITY, STATE, ZIP Grand Prairie, TX 75050

PHONE NUMBER 972-595-5000

CONTACT PERSON Eugene Naughton

DATE OF PROJECT 1987 - Present

Proposer's Name & Title: Bryan Snyder Director of Corporate Operations

Signature and Date: 1-11-11

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

3rd Party Employee Dishonesty Bond
$250,000

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. 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 ____ DAY OF January, 2011

Signature

Brian Costello Vice President
Printed Name & Title

Authorized to execute agreements for:
Jay Vending Company
Name of Company

Client#: 946 JAYVENDI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2011

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
Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, KS 66205
913 432-4400

CONTACT NAME:
PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Jay Vending Company
2141 Priest Bridge Drive Suite 2
Crofton, MD 21114

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Star Insurance Company	18023
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			G20416440	12/31/2010	12/31/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT X LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
A	UMBRELLA LIAB X OCCUR			XCPN00733441	12/31/2010	12/31/2011	EACH OCCURRENCE	$1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0211570	01/01/2011	01/01/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
See attached additional insured.
Workers' Compensation coverage applies to the statutory requirements of the state of: IL
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William R. Wilkerson III

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DESCRIPTIONS (Continued from Page 1)

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 but only with respect to General Liability.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

THE VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVENUE

ORLAND PARK IL 60462-0000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/22/2011 Policy No. WC 0211570 Endorsement No. 002

Insured JAY VENDING COMPANY INC Premium $

Insurance Company STAR INSURANCE COMPANY Countersigned by_____

Copyright 1983 National Council on Compensation Insurance.

Hart Forms & Services
Reorder No. 14-4888