

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2017-0213

Innoprise Contract #: C17-0032

Year: 2017

Amount:

Department: Recreation - Ray/Kurt

Contract Type: Services

Contractors Name: RV Concessions LLC

Contract Description: Centennial Park & JHC Ballfield Concessions

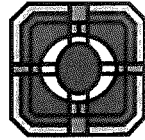
MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

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



**ORLAND
PARK**

VILLAGE HALL

TRUSTEES

Kathleen M. Fenton

James V. Dodge

Patricia A. Gira

Carole Griffin Ruzich

Daniel T. Calandriello

Michael F. Carroll

April 21, 2017

RV Concessions LLC
904 Army Trail Road
Carol Stream, Illinois 60188

RE: NOTICE TO PROCEED – Concession Services – Centennial Park & JHC Ballfields

Dear Ms. Defrenza:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project as of April 20, 2017.

Please contact Kurt Heinlen at 708-403-6284 regarding the work.

For your records, I have enclosed one (1) original executed contract dated April 10, 2017. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

Encl:

Cc: Kurt Heinlen
Ray Piattoni

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek

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Michael F. Carroll

April 10, 2017

Mr. Savino D'Argento
RV Concessions, LLC
904 Army Trail Road
Carol Stream, Illinois 60188

NOTICE OF AWARD – Concession Services –Centennial Park & JHC Ballfields

Dear Mr. D'Argento:

This notification is to inform you that on April 3, 2017, the Village of Orland Park Board of Trustees approved awarding RV Concessions, LLC the contract in accordance with the proposal you submitted for Concession Services –Centennial Park & JHC Ballfields 2017.

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 April 24, 2017.

- Attached is the Contract for Concession Services –Centennial Park & JHC Ballfields. 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.
- Also enclosed are the Affidavit of Compliance and Insurance Requirements. Please complete and return them directly to me.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid 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.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.

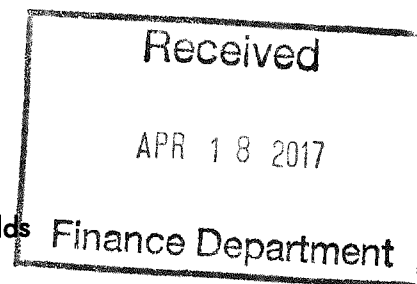
Deliver this information directly to me, Denise Domalewski, Purchasing Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Certifications, Insurance Certificate and Endorsements, and completed W-9 are required to be in place and received at my 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. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,


Purchasing Administrator

cc: Kurt Heinlen
Ray Piattoni

 ORLAND PARK
Concession Services –Centennial Park & JHC Ballfields
(Contract for Services)



This Contract is made this **10th day of April 2017** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and RV Concessions, LLC (hereinafter referred to as the "VENDOR").

WITNESSETH

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

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

This Contract
The Terms and Conditions
The Proposal as it is responsive to the VILLAGE'S requirements
Affidavit of Compliance
Certificates of insurance

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

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

(hereinafter referred to as the "WORK") as further described in the accepted proposal.

VENDOR agrees to pay VILLAGE five percent (5%) of net sales.

The VILLAGE currently has an exclusive agreement with Bottling Group, LLC operating as Pepsi Beverages Company ("Pepsi") for beverage vending sales and services. All beverages dispensed through the concession stands must be obtained from Pepsi, or the then current beverage vendor as designated by the VILLAGE. Beverage vending machines are located at Centennial Park and the John Humphrey Complex. These vending machines, maintained by Pepsi, are for soft drink/water sales only.

At all times during the performance of this WORK, the VENDOR shall maintain the concession areas, including seating areas, and all personal property located therein in a clean, neat, orderly, and safe condition. This includes all fixtures for customers' convenience, and including without limitation, collection and proper disposition of trash in receptacles. The VENDOR shall meet and adhere to all Village Building & Health Department codes as set forth by the Village Building & Health Department.

The VILLAGE shall provide electricity, hot and cold running water, trash receptacles and the cost of refuse disposal for the operation of the concession areas. The VILLAGE will furnish concession stand and basic utilities. Telephone access is available in all locations, if desired. The VENDOR shall be responsible for any telephone service & internet, all telephone & internet charges and associated costs for the concession facilities. All improvements to plumbing and/or electrical systems shall become the property of the VILLAGE upon expiration of this CONTRACT.

The VENDOR shall not sell or permit to be sold, used or brought upon the licensed locations under VENDOR's control any intoxicating or alcoholic beverages.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for one season 2017. The park concessions shall be operational from approximately the first week of May to the middle of November. This Contract shall terminate upon completion of the WORK or December 31, 2017, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail

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

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

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

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

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

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

To the VILLAGE:

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

To the VENDOR:

Savino "Nuccio" D'Argento
RV Concessions, LLC
904 Army Trail Road
Carol Stream, Illinois 60188
Telephone: 630-404-6824
Facsimile:
e-mail: mailto:concessions@roccovinos.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

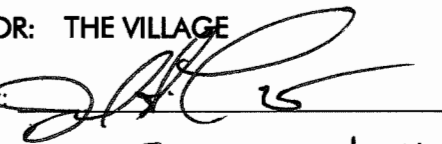
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

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

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

FOR: THE VILLAGE

By: 

Print Name: Joseph S. LaMango

Title: Interim Village Manager

Date: 4/20/17

FOR: THE VENDOR

By: 

Print Name: Rene DeFrenno

Title: President

Date: 4/12/2017



2017 Season

RV Concessions LLC – appreciates the opportunity to bid on this business. It is our intent to provide a proposal for concession services for the Village of Orland Park. Centennial Baseball Field and John Humphry Complex.

RFP Contacts

Rocco DeFrenza – Owner	630.404.7625
Savino Dargento – Owner	630.404.6824
Rosanna DeFrenza – Owner	847.529.8311

We will be your first point of contact with regard to questions for the RFP. We will be responsible for all areas of this project. Please let us know upon review of this RFP if a meeting should be scheduled to discuss the details or any questions you may have.

RV Concessions LLC Success Stories

RV Concessions LLC has successfully managed and operated 12 concession stands for the Elk Grove Park District, Carol Stream Park District, Elmhurst Park District, Norridge Park District, Salt Creek Park District, Northbrook Park District, Roselle Park District, Bloomingdale Park District and Glendale Heights Park District. We have experience in operating multiple locations for more than 7 consecutive years. Each year has been financially successful for both parties, the Park Districts and RV Concessions, LLC.

RV Concessions LLC Success Stories Continued

Elk Grove Park District	2 standing location	7 years of service
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Rainbow Falls – serving in 2017 season

Pirates Cove – serving in 2017 season

Northbrook Park District	2 standing locations	5 years of service
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Meadow Hill Pool 5 years – serving in 2017 season

Sportsman's Golf Club – 2 years – serving in 2017 season

Elmhurst Park District	3 standing locations	4 years of service
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Plunkett Baseball Field – serving in 2017 season

Smalley Pool – serving in 2017 season

East End Pool – serving in 2017 season

Bloomingdale Park District	1 standing location	5 years of service
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Oasis Pool – serving in 2017 season

Norridge Park District	1 standing location	3 years of service
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Norridge Pool – serving in 2017 season

Carol Stream Park District	2 standing locations	5 years of service
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McCaslin Ball Park

Coral Cove Pool

Salt Creek Park District	1 standing location	5 years of service
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Serving 2017 season

Exclusive caterer & concession stand vendor, responsible for all banquet operations at Twin Lakes Golf Course. Daily operations for the golf course concession stand as well as staff party planner responsible for the booking of all the events at the facility. These parties range in size from 20 to 200 people with RV Concessions LLC being responsible from everything such as bar packages to table linens.

Roselle Park District	4 years of service
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Kemmerling Pool

Glendale Heights Park District	4 years of service
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GH20 Pool

Exclusive Food Vendor

Rockin' Jump Trampolines in Carol Stream – 4 years - serving in 2017

Putting Edge Golf Harwood Heights – 4 years

Legoland Schaumburg – 7 years – still serving in 2017

Elk Grove & Itasca Festivals – 7 years – still serving in 2017

Taste of Orland Park – 3 years – still serving in 2017

Harwood Heights Festival – 5 years – still serving in 2017

Norridge Festival – 5 years – still serving in 2017

RV Concessions, LLC provides staff, menu and customer service for all locations. We are also the birthday party food vendor for all our park district concession locations.

Our Experience In Restaurant Management and Food Service

We have a proven track record of successful restaurant management and operations for over 30 years and still are a financially sound and growing corporation. Owners, Rocco DeFrenza and Savino D'Argento have extensive experience in operations management, franchise management, location buildouts, equipment standards, health department regulations, staffing, training, profit margin, food preparation, menu selection, and revenue.

Staffing of Concessions Stands

RV Concessions LLC will be responsible for concession stand staffing during operating hours as well as cleaning of eating areas and kitchen per the health department regulations. RV Concessions LLC will staff locations with at least one manager and applicable staff coverage during operating hours and special occasions. RV Concessions LLC will be responsible for staff payroll, worker's compensation coverage and staff management. We are also able to provide the GL insurance coverage that the park district is requiring. RV Concessions LLC management is available either on site or via phone or email daily to park staff, as well as have friendly, knowledgeable, management staff on duty at the stands during operations hours. RV Concessions LLC staff is required to wear RV Concessions LLC logo attire to present a polished and professional look, provided to them, at no charge, by RV Concessions LLC.

Suggested Menu (These prices include sales tax and beverage tax).

Hot Dog	\$3.75	Cheese Fries	\$3.50
Corn Dog	\$3.75	Soft Giant Pretzel	\$3.00
Large Pizza Slice (Cheese)	\$3.50	Mozzarella Sticks	\$5.00
Large Pizza Slice (Sausage)	\$3.75	Chips	\$1.50
Large pizza (Cheese)	\$18.00	Rice Krispy Treats	\$1.50
Large 1 topping pizza	\$20.00	Fruit Roll Up	\$1.50
Garden/Caesar Salad, Roll	\$5.50	Cotton Candy	\$3.00
Add Grilled Chicken	\$2.00	Grandmas Cookies	\$1.50
Chicken Tenders	\$5.50	Drink Items	\$2.00/\$2.50
Hot/Mild Wings	\$5.50	Bottled Water	\$1.50
Nachos w Cheese	\$4.00	Assorted Ice Cream	\$2.50/\$3.50
Fries	\$2.50		

COMBO Meal Deals

Hot Dog, Large drink	\$6.00
Corn Dog, Large Drink	\$6.00
Large Pizza Slice (Cheese), Large drinks	\$5.50
Large Pizza Slice (Sausage), Large drinks	\$6.00
Salad, Large Drink	\$6.50
Chicken Tenders, Large Drink	\$7.50
Whole Cheese Pizza 4 LG Drinks	\$24.00
Whole Sausage Pizza 4 LG Drinks	\$26.00

It is our intent to continue with the above menu that has been proven through our many years of service to be financially successful and a winner with patrons. We will change menu items based on what we see the customers are asking for and what items are selling better than others. RV Concessions LLC will discuss suggested changes to the menu if needed at our monthly meetings with the Village of Orland Park Staff.

Equipment

RV Concessions will provide any equipment needed to serve the above menu that is not currently provided by the Village of Orland Park. Equipment is in working order and maintained by RV Concessions LLC. We can and have added additional equipment to store adequate stock of food items needed for the volume of sales at all of the above locations, as well as extra registers and credit card processing machines to adequately service our customers.

Contract Term

RV Concessions LLC values our long-standing relationship we have built together with the above locations and it is our intent to establish that relationship with you. We are able to commit to a 1-year contract. RV Concessions LLC has been committed to meeting with the Village of Orland Park Management Staff monthly or bi weekly to discuss what is working, what is not working, feedback, and profitability. It's this team environment that makes our stands and relationships with the park districts and villages such a success.

Operating Fee

RV Concessions LLC would like to recommend the following fee structure:

Year 2017 5% of net sales (both locations combined)

We are also open to additional discussions regarding operating fees.

Marketing Efforts

It is RV Concessions LLC intention to continue mutually beneficial marketing campaigns to using our locations or other marketing methods with the Village of Orland Park.

Village of Orland Park Employee Discounts

RV Concessions LLC is happy to provide Village of Orland Park employees with a 25% food purchase discount as an added benefit of being one of your employees.

Birthday Parties or special event catering

RV Concessions LLC has also provided additional food service support for events the park district currently offers such as holiday and birthday parties. We work with your staff on party packages that you can sell to customers wishing to book a party. We deliver the food and beverages fresh to the event. We invoice the park district so that no exchange of money is needed on the service date.

Catered Events

RV Concessions LLC can cater your corporate or private event. Besides any menu items above, we have an extensive catering menu. RV Concessions LLC can cater any size event, from 10 to 500 or more. We can provide all set up, equipment, and even wait staff. Also, if the Village of Orland Park books any catering parties with RV Concessions LLC, we will give a percent of sale back to the park district. This amount will be determined as we work out the details of the final arrangement should you grant us this contract.

Closing Remarks/Goals and Vision

RV Concessions LLC strives to present every client and guest with an outstanding experience. This starts with a commitment to personalized service and impeccable attention to standards and continues with a passion towards delivering a quality product at all times. With decades of combined experience in a variety of venues (including concessions, full service restaurants, bar, catering and banquets) we are proud to represent a company that has a solid foundation based on traditional business experience and continues to innovate with creative menus, promotions and marketing. RV Concessions LLC invests diligently to ensure quality staff and product are always top priority at each of our locations, this investment typically results in a high level of customer satisfaction and repeat business. As business owners, community supporters and leaders, we commit to establishing a long standing and profitable relationship with the Village of Orland Park.

We look forward to hearing from you.

Respectfully submitted by:
RV Concession, LLC.

 ORLAND PARK
AFFIDAVIT OF COMPLIANCE

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

and on behalf of RV CONCESSIONS LLC, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes ☒ No ☐

Federal Employer I.D. #: 46-4839569
(or Social Security # if a sole proprietor or individual)

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

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

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No ☐

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political

subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer 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 Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or

municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) **TAX CERTIFICATION:** Yes ☒ No ☐

Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) **AUTHORIZATION & SIGNATURE:**

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

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Rocco DE Fienza

Name of Authorized Officer

President

Title

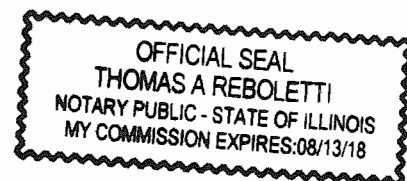
4/12/2017

Date

Subscribed and Sworn To
Before Me This 12th Day
of April, 2017.



Notary Public Signature



(NOTARY SEAL)

INSURANCE REQUIREMENTS

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

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

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. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 12 DAY OF April, 2017

Signature

Printed Name & Title

Authorized to execute agreements for:

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2017

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 AFC Insurance Agency, Ltd. 150 S. Bloomingdale Rd. Suite #210 Bloomingdale IL 60108	CONTACT NAME: Sandra Spizzirri PHONE (A/C, No. Ext): (630) 539-3733 E-MAIL: Sandra@afcinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (630) 539-9723 NAIC # 15261
INSURED R V Concessions LLC C/O Roccovino's 904 W Army Trail Rd Carol Stream IL 60188		

COVERAGES **CERTIFICATE NUMBER: 2017-2018** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		ROP 582241	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS		CAP 582242	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC 582243	4/1/2017	4/1/2018	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty		ROP 582241	4/1/2017	4/1/2018	\$50,000

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

RE: Centennial Field, 15600 West Ave., Orland Park, IL 60467 & John Humphrey, 14825 West Ave., Orland Park, IL 60467

Locations covered effective 5/1/17

Village of Orland Park is named as additional insured along with a waiver of subrogation in regards to the general liability policy as required by written contract.

CERTIFICATE HOLDER (708) 403-6215 Village of Orland Park Denise Domalewski, Contract Administator 14700 S. 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 R Magnone/SANDRA <i>Richard M. Magnone</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS
RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVE.
ORLAND PARK, IL 60462

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any state or governmental agency or subdivision or political subdivision shown in the Schedule is also an additional insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners or decoration and similar exposures;
- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

POLICY NUMBER: ROP 582241

BUSINESSOWNERS
BP 04 97 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
VILLAGE OF ORLAND PARK 14700 S. RAVINIA AVE. ORLAND PARK, IL 60462
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K. Transfer Of Rights Of Recovery
Against Others To Us in Section III – Common
Policy Conditions is amended by the addition of the
following:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
above because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person or
organization and included in the "products-completed
operations hazard". This waiver applies only to the
person or organization shown in the Schedule above.

