

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2018-0136

**Innoprise Contract #:** C18-0062

**Year:** 2018-2022

**Amount:**

**Department:** Recreation - Ray/Kurt

**Contract Type:** Services

**Contractors Name:** RV Concessions LLC

**Contract Description:** CPAC, Centennial Park & JHC Ballfield Concessions - 5% commission at ballfields, 10% at CPAC

MAYOR  
Keith Pekou

VILLAGE CLERK  
John C. Mehalek

14700 S. Rovinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



TRUSTEES

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

May 7, 2018

RV Concessions LLC  
4650 N. Ronald St.  
Harwood Heights, IL 60706

NOTICE TO PROCEED – Concession Services 2018-2022

Dear Mr. D'Argento:

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 27, 2018.

Please contact Ray Piattoni at 708-403-6283 regarding the pool and Kurt Heinlen at 708-403-6284 regarding the ballfields. The following customer numbers must be used when you order PEPSI products:

Aquatic Center #3740106  
Centennial Park Ballfields #3663328  
John Humphrey Complex #3663343

For your records, I have enclosed one (1) original executed contract dated April 6, 2018. 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  
Keith Pekau

VILLAGE CLERK  
John C. Mehalek

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
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TRUSTEES  
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Daniel T. Calandriello  
Michael F. Carroll

April 6, 2018

Mr. Savino D'Argento  
RV Concessions, LLC  
4650 N. Ronald St.  
Harwood Heights, IL 60706

NOTICE OF AWARD – Concession Services 2018-2022

Dear Mr. D'Argento:

This notification is to inform you that on March 19, 2018, 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 - CPAC, Athletic Fields and Special Events.

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 20, 2018.

- Attached is the Contract for Concession Services – CPAC, Athletic Fields and Special Events. 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.
- 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.

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 and Insurance Certificate and Endorsements 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](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc: Kurt Heinlen  
Nancy Flores  
Ray Piattoni



# ORLAND PARK

Concession Services  
CPAC, Athletic Fields, Special Events  
(Contract for Services)

This Contract is made this **6th day of April 2018** 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 Request for Proposals issued January 30, 2018
- The Instructions to Proposers RFP # 18-006
- 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 as detailed in RFP 18-006 at:

- Centennial Park Aquatic Center (15600 West Avenue, Orland Park, IL)
- Centennial Park (15600 West Avenue, Orland Park, IL)
- John Humphrey Complex (JHC) (147th & West Avenue, Orland Park, IL)
- Approximately two (2) Village special events (subject to change)

The concession stand operations at Centennial Park and JHC are approximately the end of April through the first weekend in November from 5:00 p.m. – 8:00 p.m. Monday through Friday and 10:00 a.m. – 8:00 p.m. Saturday and Sunday. Depending on customer demand and approval of the Director of Recreation, the concessions may open later and close earlier than scheduled. Also, the schedule varies by season, so hours may be less than indicated as

appropriate.

Centennial Park Aquatic Center season is Memorial Day Weekend through Labor Day. Concession stand dates and hours of operations shall coincide with the opening and closing of the Aquatic Center.

Hereinafter referred to as the "WORK" as further described in the accepted proposal.

VENDOR agrees to pay VILLAGE five percent (5%) of net sales from John Humphrey Complex and Centennial Park athletic fields and ten percent (10%) of net sales from Centennial Park Aquatic Center concession operations.

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 three (3) seasons from that date (2018, 2019, 2020), with the option to renew for two (2) additional seasons (2021 and 2022). 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, 2022, 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  
Rocco DeFrenza  
RV Concessions, LLC  
4650 N. Ronald St.  
Harwood Heights, Illinois 60706  
Telephone: 708-669-7160  
Facsimile:  
e-mail: rvhh4747@gmail.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. LaMorgo

Title: Village Manager

Date: 5/2/18

FOR: THE VENDOR

By: 

Print Name: Savino D'Argento

Title: Vice President

Date: 4-26-18



PROPOSAL SUMMARY SHEET

RFP # 18-006

Concession Services

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

Organization Name: RV Concessions LLC

Street Address: 4650 N. Ronald St

City, State, Zip: Harwood Heights, IL 60706

Contact Name: Rocco DeFrenza & Savino D'Argento

Phone: 708-669-7160 Fax: \_\_\_\_\_

E-Mail address: rvhh4747@gmail.com

Signature of Authorized Signee: 

Title: Vice President

Date: 2-12-18

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

AFFIDAVIT OF COMPLIANCE

The undersigned Savino D'Argento, as vice President  
(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 Illinois 2/5/14  
(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

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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 Contractor set forth on the Proposal, 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:

Rocco DeFrenza  
Signature of Authorized Officer

Rocco DeFrenza  
Name of Authorized Officer

President  
Title

2-13-18  
Date

Subscribed and Sworn To  
Before Me This 13<sup>th</sup> Day  
of February, 20 18.

Thomas A. Reboletti  
Notary Public Signature

OFF  
THOMAS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 08/15/18  
(NOTARY SEAL)

OFF  
THOMAS A. REBOLETTI  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 08/15/18

REFERENCES

ORGANIZATION Twin Lakes Golfcourse - Salt Creek Park District  
ADDRESS 1200 E. Twin Lakes Dr., Palatine IL 60074  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE NUMBER (847) 934-6050 ex 205  
CONTACT PERSON Ashley Medley  
DATE OF PROJECT 2011-Current

ORGANIZATION Norridge Park District - Pool  
ADDRESS 4631 N. Overhill  
CITY, STATE, ZIP Norridge, IL 60706  
PHONE NUMBER (708) 457-1244  
CONTACT PERSON Mark DeSalvo  
DATE OF PROJECT 2014-Current

ORGANIZATION Elk Grove Park District (Rainbow Falls & Pirates Cove)  
ADDRESS 499 Biesterfield Road  
CITY, STATE, ZIP Elk Grove Village, IL 60007  
PHONE NUMBER Lisa Sibik  
CONTACT PERSON (847) 437-9494

DATE OF PROJECT \_\_\_\_\_  
Proposer's Name & Title: Rocco DeFrenza President  
Signature and Date: Rocco DeFrenza 2-13-18

*Handwritten initials*

**INSURANCE REQUIREMENTS**

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation In favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement In favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation In favor of the Village of Orland Park

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

**3<sup>rd</sup> 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.

ACCEPTED & AGREED THIS 26 DAY OF February 2018

Rocco DeFrenza  
Signature  
Rocco DeFrenza President  
Printed Name & Title

Authorized to execute agreements for:  
RV Concessions LLC  
Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2018

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 have ADDITIONAL INSURED provisions or 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).

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

**COVERAGES**                      **CERTIFICATE NUMBER:** 2018-2019                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ROP 582241	04/01/2018	04/01/2019	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 <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 582242	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE 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	04/01/2018	04/01/2019	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	04/01/2018	04/01/2019	\$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Centennial Baseball Field (15800 West Avenue, Orland Park, IL), John Humphrey Sports Complex (147th & West Avenue, Orland Park, IL) & Centennial Park Aquatic Center (15800 West Avenue, Orland Park, IL)

The 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.

<b>CERTIFICATE HOLDER</b>  The Village of Orland Park 14700 S. Ravinia Avenue  Orland Park IL 60462	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Richard M. Magmore</i>

## **CONCESSIONS EQUIPMENT**

The following is a list of Village-owned equipment available for use at the Project locations. Non-Village equipment required to support the Project is the sole responsibility of the successful Proposer and shall be detailed in Proposer's Technical Proposal.

Concessions Equipment	Quantity	Owned by Village
<b>Centennial Park Baseball Fields</b>		
Freezer	2	X
Refrigerator	1	X
Shelving Units (5 shelves)	7	X
Coolers	3	Pepsi
Pop Dispensers	1	Pepsi
Ice Machine	1	X
Shelving Units (2 shelves)	1	X

<b>Centennial Pool</b>		
3 Door Refrigerator (Delfield)	1	X
2 Door Freezer (Delfield)	1	X
Ice Maker (Scotsman)	1	X
3 Bay Warming Table	1	X
Gatorade Cooler (counter top)	1	X
Fountain Dispenser (8 fountains)	1	X
Shelving unit for fountain boxes	1	X
Stainless steel counter w/2 door refrigerator	1	X
3 Hole stainless steel sink	1	X
Hood/fire suppression system	2	X
Stainless steel table	1	X

<b>John Humphrey Complex</b>		
Shelving Units (5 shelves)	2	X
Portable Cooler	2	X
Pop Dispensers	1	Pepsi
Holding cabinet	1	Pepsi
Ice Maker	1	X
3 Shelf Candy Rack	1	X
3 Column Chip Rack	1	X





## 2018 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 Orland Park Park District at the three following locations:**

- **Centennial Baseball Field**
- **John Humphry Sports Complex**
- **Centennial Park Aquatic Center**

**RFP Contacts:**

Rocco DeFrenza (President)

630-404-7625

[rocco@roccovinos.com](mailto:rocco@roccovinos.com)

Savino "Nuccio" D'Argento (Vice President)

630-404-6824

[nuccio@roccovinos.com](mailto:nuccio@roccovinos.com)

We will be your first point of contact with regards to questions for the RFP. We will be responsible for all areas of the 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 regarding it.

## **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. Below lists the locations that we currently operate at:

- **Elk Grove Park District (8 years of service)**
  - Rainbow Falls
  - Pirates Cove
- **Northbrook Park District (6 years of service)**
  - Meadow Hill Pool
  - Sportsman Golf Course (since 2015)
- **Elmhurst Park District (5 years of service)**
  - Plunkett Baseball Field
  - Smalley Pool
  - East End Pool
- **Bloomingdale Park District (6 years of service)**
  - Oasis Pool
- **Carol Stream Park District (6 years of service)**
  - McCaslin Ball Park
  - Coral Cove Pool
- **Roselle Park District (5 years of service)**
  - Kemmerling Pool
- **Glendale Heights Park District (5 years of service)**
  - GH20 Pool
- **Orland Park Park District (1 year of service)**
  - Centennial Baseball Field
  - John Humphry Sports Complex
- **Salt Creek Park District (6 years of service)**
  - Twin Lakes Golf Course - exclusive caterer & concession stand vendor, responsible for all banquet operations. Daily operations for the golf course concession stand as well as staff party planner responsible for booking of all events at the facility. These parties range in size of 20-200 people with RV Concessions LLC being responsible for food, beverage, decorations, staffing, etc for all the events.
- **Exclusive Food Vendor for:**
  - Rockin Jump Trampolines in Carol Stream (5 years of service)
  - Legoland in Schaumburg (8 years of service)
  - Elk Grove & Itasca Summer Festivals (8 years of service)
  - Taste of Orland Park (4 years of service)
  - Harwood Heights Festival (6 years of service)
  - Norridge Park Festival (6 years of service)

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

## **Our Experience**

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 and Nuccio 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.

## **Proposed Staffing and Supervision Plan**

RV Concessions LLC will be responsible for concession stand staffing during operating hours. Each location will have at least one manager along with applicable staff coverage during operating hours and special events. RV Concessions LLC will be responsible for staff payroll, workers compensation coverage, and staff management. RV Concessions LLC management is available either on site or via phone/email daily to park staff, along with having a friendly and knowledgeable management staff member on duty at the stands during operating hours. All RV Concession LLC staff are required to wear RV Concession LLC logo attire to present a polished and professional look, which is provided by RV Concessions LLC to our staff at no charge.

## **Daily Sanitation**

Cleaning of the kitchen area, concession area, and eating area will be performed multiple times daily and will follow all standards of the health department requirement. RV Concessions LLC staff will follow a strict protocol that requires cleaning on hourly rounds (or as needed, in instances of serving at a high volume where excess cleaning is required).

## **Equipment**

RV Concessions LLC will provide any equipment necessary to serve items listed in our menu offerings (that is not already provided by the park district). All equipment will be in working order and maintained by RV Concessions LLC. We have added additional equipment to store adequate stock of food items needed for the volume of sales at all of these locations, as well as extra registers and credit card processors to adequately service our customers.

## **Contract Term**

RV Concessions LLC values our longstanding relationships that we have built with all of the Park Districts listed above and our intent is to establish that relationship with you. We are able to commit to a 3-year contract. RV Concessions LLC has been committed to meeting with Park District Management Staff monthly or bi-weekly to discuss what is working, what is not working, feedback, and profitability. It is this team environment that makes our stands and relationships with park districts a success.

## **Percentage Proposal**

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

- Centennial Baseball Field 5% of net sales
- John Humphry Sports Complex 5% of net sales
- Centennial Park Aquatic Center 10% of net sales

We are also open to additional discussions regarding operating fees.

## **Bookkeeping and Financial Records**

Fully functional cash registers and credit card processing machines will be placed at each location that will have daily x and z readings. These readings will be supplied to our main office each day. RV Concessions LLC administrators will send weekly reports to park district staff, including copies of each daily reading.

## **Menu Selections and Pricing**

These prices include sales tax and beverage tax.

Hotdog	\$3.75	Cheese Fries	\$3.50
Corn Dog	\$3.75	Soft Giant Pretzel	\$3.00
Slice of Cheese Pizza	\$3.50	Mozzarella Sticks	\$5.00
Slice of Sausage Pizza	\$3.75	Assorted Chips	\$1.50
Whole Cheese Pizza	\$18.00	Rice Krispy Treats	\$1.50
Whole Sausage Pizza	\$20.00	Fruit Roll Up	\$1.50
Garden/Caesar Salad w/ Roll	\$5.50	Assorted Candy	\$1.50
Add Chicken	\$2.00	Cotton Candy	\$3.00
Chicken Tenders	\$5.50	Grandmas Cookies	\$1.50
Hot/Mild Wings	\$5.50	Drink Items	\$2.00 / \$2.50
Nachos & Cheese	\$4.00	Bottled Water	\$1.50
French Fries	\$2.50	Assorted Ice Cream	\$2.50 / \$3.50
		Smoothies	\$5.00

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### Combo Meals:

Hotdog & Large Drink	\$6.00	Chicken Tenders & Large Drink	\$7.50
Corn Dog & Large Drink	\$6.00	Salad & Large Drink	\$6.50
Slice of Cheese & Large Drink	\$5.50	Whole Cheese & 4-Large Drinks	\$24.00
Slice of Sausage & Large Drink	\$6.00	Whole Sausage & 4-Large 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. Menu items may be changed based on what customers request. RV Concessions LLC will discuss suggested changes to the menu, if needed, and monthly meetings with the Park District Staff.

## **Marketing Efforts and Signage**

It is RV Concessions LLC's intention to continue mutually beneficial marketing campaigns and /or other marketing methods in partner with the Orland Park Park District. All signage will be professional (no hand written signs) and will be provided by RV Concession LLC which lists all menu items, pricing, specials, promotions, and concession hours.

## **OP Park District Employee Discounts**

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

## **Birthday Party or Special Event Catering**

RV Concessions LLC has also provided additional food service support for events the park district currently offers, such as holiday or 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 each event. We invoice the park district so that no exchange of money is needed on the service date. RV Concessions LLC also has an extensive catering menu for events from 10-500 people. We provide all setup, equipment, and staffing (if needed). Also, if park district 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 details of the final agreement should you grant us this contract).

**Closing Remark/Goals/Vision**

RV Concession LLC strives to present every client and guest with an outstanding experience. This starts with a commitment to personalized service & impeccable 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, full service bars, 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 priorities at each of our locations. This investment typically results in high level customer satisfaction and repeat business. As business owners, community supporters, and leaders, we commit to establishing a long standing and profitable relationship with the Orland Park Park District.

We look forward to hearing from you, and appreciate your time and effort in considering RV Concessions LLC as your possible concessionaire.

Respectfully submitted by:  
RV Concession, LLC.  
February 13<sup>th</sup>, 2018