

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0585

Innoprise Contract #: C16-0092

Year: 2016-18

Amount: \$480,112.51

Department: VMO - Ilir Ademaj

Contract Type: Purchase of Goods

Contractors Name: Artistic Holiday Designs

Contract Description: Holiday Decorations (payable over 3 years) and 3,015 sets of LED Lights

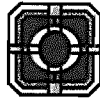
MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek
14700 S. Ravinia

Orland Park, IL 60462
(708) 403-6100
www.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

September 15, 2016

Mr. Derek Norwood
Artistic Holiday Designs
2030 Parkes Drive
Broadview, Illinois 60155

RE: NOTICE TO PROCEED – Holiday Decorations

Dear Mr. Norwood:

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 September 6, 2016.

Please contact Ilir Ademaj at 708-403-6218 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated September 1, 2016 in an amount not to exceed Four Hundred Eighty Thousand One Hundred Twelve and 51/100 (\$480,112.51) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Ilir Ademaj
Karie Friling

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek
14700 S. Ravinia

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Michael F. Carroll

September 2, 2016

Mr. Derek Norwood
Artistic Holiday Designs
2030 Parkes Drive
Broadview, Illinois 60155

NOTICE OF AWARD – Holiday Decorations

Dear Mr. Norwood:

This notification is to inform you that on August 15, 2016, the Village of Orland Park Board of Trustees approved awarding Artistic Holiday Designs the contract in accordance with the proposals you submitted July 18, 2016 for holiday lighting in an amount not to exceed Forty Two Thousand Nine Hundred Two and 50/100 (\$42,902.50) Dollars, and August 8, 2016 for holiday decorations in an amount not to exceed Four Hundred Thirty Seven Thousand Two Hundred Ten and 01/100 (\$437,210.01) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by September 19, 2016.

- Attached is the Contract for Holiday Decorations. 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. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.
- 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.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

MAYOR

Daniel J. McLaughlin

VILLAGE CLERK

John C. Mehalek
14700 S. Ravinia

Orland Park, IL 60462
(708) 403-6100
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Michael F. Carroll

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, 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. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,


Denise Domalewski
Contract Administrator

cc: Ilir Ademaj

 **ORLAND PARK**
Holiday Decorations
(Contract for Purchase of Goods)

This Contract is made this **1st day of September, 2016** by and between THE VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and ARTISTIC HOLIDAY DESIGNS (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.

The Contract
The Terms and Conditions pertaining to the Contract
The Request for Qualifications #16-020 issued May 23, 2016
The Proposal dated June 16, 2016 as it is responsive to the VILLAGE's RFQ requirements
Quote # 100705 dated 8/8/216
Quote #100706 dated 7/18/2016
Affidavit of Compliance
Certificates of Insurance

SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT: The VILLAGE agrees to purchase from the VENDOR the following:

Holiday Decorations for Downtown Orland Park, 143rd Street, Ravinia Avenue and the Village Center per Quote #100705 dated 8/8/2016 on a 3 year lease to buy plan, as well as, a one-time purchase of 3,015 sets of LED ml-50 pure holiday lighting for Ravinia Avenue, Crescent Circle, 142nd Street and the Village Hall. The purchase of the Holiday Decorations includes a three (3) year warranty from defect of electrical and structural failure. All necessary product replacement will be provided at no charge.

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFQ requirements and the approved proposals. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VILLAGE agrees to pay the VENDOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following:

TOTAL COST of Holiday Decorations: Four Hundred Thirty Seven Thousand Two Hundred Ten and 01/100 (\$437,210.01) Dollars payable over three (3) years as follows:

Due 2016 upon contract execution:	\$164,403.34	year 1 fees + one time shipping charge
Due February 2017:	\$136,403.34	year 2 fees
Due February 2018:	\$136,403.34	year 3 fees
Buyout option 2018:	\$1.00	

TOTAL COST of Holiday Lighting: Forty Two Thousand Nine Hundred Two and 50/100 (\$42,902.50) Dollars lump sum payment - 50% payable upon contract execution and 50% due upon delivery of product

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

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 express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The VENDOR shall receive and deliver the GOODS in November 2016. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. The VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

This Contract shall terminate upon final payment or December 31, 2018, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after thirty (30) 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 defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the

provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and 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 and any suppliers 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 and suppliers 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 and suppliers 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 and suppliers 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 requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent 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@orlandpark.org

To the VENDOR:

Derek Norwood, President/CEO
Artistic Holiday Designs
2030 Parkes Drive
Broadview, Illinois 60155
Telephone: 708-223-8506
Cell: 708-878-8503
e-mail: derekn@ArtisticHolidayDesigns.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 under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

SECTION 9: 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 10: 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 11: 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 12: 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 13: 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 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: 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: Timothy J. McCarthy
Print Name: TIMOTHY J. MCCARTHY
Its: VILLAGE MANAGER
Date: Sept. 10, 2016

FOR: THE VENDOR

By: [Signature]
Print Name: Derek Norwood
Its: President
Date: 9/2/16

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.)

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.



Artistic Holiday Designs

Price quote no: 100705
Price quote date: 8/8/2016

Seller Address:
2030 Parkes Drive
Broadview, IL 60155
708-223-8506
www.ArtisticHolidayDesigns.com
Derek Norwood
derekn@ArtisticHolidayDesigns.com

Contact: Ilir Ademaj
Buyer Address: Village of Orland Park
14700 S. Ravinia Dr.
Orland Park, IL. 60462
Phone: 708-403-6218
E-mail: iademaj@orlandpark.org
Fax:

Delivery Point:
2030 Parkes Dr.
Broadview IL. 60155
708-223-8506

Shipping Method: SEA/Le Mans Frans
Shipping Terms: Invoiced on contract
Delivery Date: TBD: Estimated late october 2016
Shipping Address: 2030 Parkes Dr.
Braodview IL. 60155

Location	Reference #	Description	Ship Date	Quantity	Unit Price	Total Price
pole décor	130.46652	Custom pole décor w logo 3m		50	1,125.00	\$ 56,250.00
pure white with pure white swirl	170034	Alternate #4		54	\$ 789.12	\$ 42,612.48
pure white with green swirl	170034-g	Alternate #4		53	\$ 789.12	\$ 41,823.36
10 crossings on 143rd street	esp6685	Street crossing. 4 used per crossing		40	\$ 1,050.00	\$ 42,000.00
gazebo in park	BOA	1 meter pure white boa		36	\$ 80.00	\$ 2,880.00
gazebo in park	Diamond	1 meter pure white diamond		18	\$ 125.00	\$ 2,250.00
gazebo in park	130.404558	Custom Chandelier		1	\$ 3,250.00	\$ 3,250.00
In center of the park by gazebo	201521	Origami H 8.3m x W 8m		1	\$42,912.00	\$ 42,912.00
Ravinia corner monument. Alternate design	201539	4 panel manon tree. Pure white w red		1	\$13,900.00	\$ 13,900.00
Ravinia corner monument. Alternate design	36" sphere	36" grapvine sphere		3	\$ 725.00	\$ 2,175.00
Tree in front of village hall	BOA	1 meter pure white boa		25	\$ 80.00	\$ 2,000.00
Tree in front of village hall	24" sphere	24" grapevine sphere		32	\$ 225.00	\$ 7,200.00
Large field by village hall	202051	3d textured bear		1	\$19,750.58	\$ 19,750.58
Large field by village hall	esp6686	3d gift box		2	\$ 2,225.00	\$ 4,450.00
Large field by village hall	201523	sylma. Pure and warm		1	\$31,651.20	\$ 31,651.20
Large field by village hall	201740	Coeur De Noel		1	\$32,976.00	\$ 32,976.00
Large field by village hall	201452	lotus		2	\$ 5,990.40	\$ 11,980.80
Large field by village hall	201822	Butterfly		2	\$ 3,427.20	\$ 6,854.40
Large field by village hall	201847	Jardin		2	\$ 3,744.00	\$ 7,488.00
left of village hall	201621	double cone tree		1	\$ 8,500.00	\$ 8,500.00
	180.032212	concrete pad		22	\$ 310.00	\$ 6,820.00
	3 year	Rent to buy interest fee		1	19,486.19	\$ 19,486.19

Invoice Subtotal	\$ 409,210.01
tax	0.00%
Shipping (estimated)	28,000.00

TOTAL DUE \$ 437,210.01

Sales Confirmation Good until Aug 14th, 2016. Items are being priced out prior to checking inventory. Once we receive a positive direction we will check inventory on these items. Upon acceptance of this quote and payment terms we will provide a full contract for your review.

Payment Terms: 3 year rent to buy

Due upon acceptance	\$ 164,403.34	Entire first year's fees plus the one time shipping charge
Due February 2017	\$ 136,403.34	Second years rental fees are due at the beginning of the second year
Due February 2018	\$ 136,403.34	Third years rental fees are due at the beginning of the third year
\$1 buyout option in December 2018	\$ 1.00	Option to purchase equipment at the end of rental use

Payment Method:

Check/Bank Information



Artistic Holiday Designs

Price quote no: 100706
 Price quote date: 7/18/2016

Seller Address:
 2030 Parkes Drive
 Broadview, IL 60155
 708-223-8506
www.ArtisticHolidayDesigns.com
 Derek Norwood
derekn@ArtisticHolidayDesigns.com

Contact: Ilir Ademaj
 Village of Orland Park
 14700 S. Ravinia Dr.
 Orland Park, IL. 60462
 708-403-6218
iademaj@orlandpark.org
Buyer Address:
Phone:
E-mail:
Fax:

Delivery Point:
 2030 Parkes Dr.
 Broadview IL. 60155
 708-223-8506

Shipping Method: SEA/China
Shipping Terms: Invoiced on contract
Delivery Date: TBD: Late September 2016
Shipping Address: 2030 Parkes Dr.
 Braodview IL. 60155

Location	Reference #	Description	Ship Date	Quantity	Unit Price	Total Price
Ravinia: 143rd to Crsent park circle	23 trees	LED ml-50 pure		135	13.50 \$	1,822.50
Crescent cir, 142nd, main, and train station (outside)	29 trees	LED ml-50 pure		515	13.50 \$	6,952.50
crescent cir (inside trees located around park)	36 trees	LED ml-50 pure		790	13.50 \$	10,665.00
142nd st: cresnet to la grange	36 trees	LED ml-50 pure		696	13.50 \$	9,396.00
village hall	54 trees	LED ml-50 pure		879	13.50 \$	11,866.50

Invoice Subtotal	\$	40,702.50
tax		0.00%
Shipping (estimated)		2,200.00

TOTAL DUE \$ **42,902.50**

Sales Confirmation Good until Aug 1st, 2016. Items are being priced out prior to checking inventory. Once we receive a positive direction we will check inventory on these items. This Sales Confirmation is subject to the General Terms and Conditions hereto attached

Due upon acceptance	\$	21,451.25
due upon delivery	\$	21,451.25

Payment Method:
 Check/Bank Information

AFFIDAVIT OF COMPLIANCE

Consultants shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Consultant is not responsible.

The undersigned Derek Norwood,
(Enter Name of Person Making Affidavit)

as President
(Enter Title of Person Making Affidavit)

and on behalf of Artistic Holiday Designs,
(Enter Name of Business Organization)

certifies that:

1) BUSINESS ORGANIZATION:

The Consultant is authorized to do business in Illinois: Yes No

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

Sole Proprietor LLC

Partnership Independent Proposer (Individual)

Corporation ILLINOIS 3/19/15
(State of Incorporation) (Date of Incorporation)

Federal Employer I.D. # (or Social Security # if an individual or sole proprietor):
474074036

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Consultant 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, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant and any person under which any portion of the Consultant'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 Consultant or other organization and its customers.

In the event of the Consultant'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 Consultant 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 []

Consultant 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.

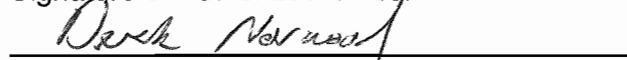
6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Consultant set forth on the Consultant Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that this submittal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer



Name of Authorized Officer



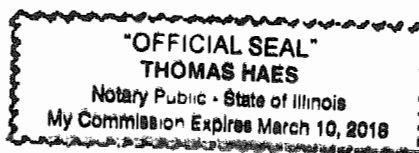
Title



Date

Subscribed and Sworn To
Before Me This 15 Day
of June, 2016


Notary Public Signature



NOTARY SEAL

INSURANCE REQUIREMENTS

Please submit a policy Certificate of Insurance showing Consultant's current coverages

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

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, 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 consultant, 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 consultant's obligation to provide all of the above insurance.

The Proposer agrees that if selected as Consultant, 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 14 DAY OF June, 2016


Signature

Authorized to execute agreements for:
Derek Norwood - President
Printed Name & Title

Artistic Holiday Designs
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2016

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 Kamm Insurance Group, Inc. 7N024 Medinah Road PO Box 129 Medinah IL 60157-0129		CONTACT NAME: Larry McRae PHONE (A/C, No, Ext): (630) 980-5000 E-MAIL ADDRESS: lmcr@kammgroup.com FAX (A/C, No): (630) 980-9311	
INSURED ARTISTIC HOLIDAY DESIGNS LLC 2030 PARKES DR BROADVIEW IL 60155		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10714	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	ADD'L SUBR INSD 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:		OCCA953809	8/1/2016	8/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Village of Orland Park 14700 S. Ravinia Ave. 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 Kamm/MCRAE <i>William G. Kamm</i>
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