

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2017-0278

Innoprise Contract #: C17-0062

Year: 2017-19

Amount: \$9,530.00

Department: Recreation - Ray P.

Contract Type: Services

Contractors Name: Patten Power Systems

Contract Description: Taste of Orland Electricity 2017-2019

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia 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. Calandriello
Michael F. Carroll

June 13, 2017

Mr. Sean Plarski
Patten Power Systems
615 W. Lake Street
Elmhurst, Illinois 60126

NOTICE TO PROCEED – Taste of Orland Electricity 2017-2019

Dear Mr. Plarski:

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 May 25, 2017.

Please contact Ray Piattoni at 708-403-6283 to arrange the commencement of the work.

The Village has processed Purchase Order #17-001706 for this contract/service and emailed this to your company on June 6, 2017 (a copy is enclosed). 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 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated May 18, 2017 in an amount not to exceed Nine Thousand Five Hundred Thirty and No/100 (\$9,530.00) Dollars each year. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Ray Piattoni

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
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May 18, 2017

Mr. Sean Plarski
Patten Power Systems
615 W. Lake Street
Elmhurst, Illinois 60126

NOTICE OF AWARD –Taste of Orland Electricity 2017-2019

Dear Mr. Plarski:

This notification is to inform you that on May 1, 2017, the Village of Orland Park Board of Trustees approved awarding Patten Power Systems the contract in accordance with the proposal you submitted dated March 15, 2017 for Taste of Orland Electricity 2017-2019 in an amount not to exceed Nine Thousand Five Hundred Thirty and No/100 (\$9,530.00) Dollars per year.

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 June 2, 2017.

- Attached is the Contract for Taste of Orland Electricity 2017-2019. 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 deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts is required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: Ray Piattoni



ORLAND PARK

Taste of Orland Park Electricity 2017-2019
(Contract for Services)

This Contract is made this 18th day of May, 2017 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Patten Power Systems (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Request for Proposals issued March 2, 2017
- The Instructions to Proposers – RFP #17-014
- This Contract
- The Terms and Conditions
- The Proposal dated March 15, 2017 as it is responsive to the VILLAGE'S RFP requirements
- Affidavit of Compliance
- References
- Insurance Requirements
- Certificates of insurance

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

To provide electrical service for the Taste of Orland Park for 2017- 2019, as described in the RFP and the proposal dated March 15, 2017.

Notes:

- All restaurant electrical supplies must be energized by 12:00 P.M. on Thursday prior to the first day of the event; all remaining electrical services must be complete by the end of Thursday, the day prior the first day of the event.
- Technicians must be available to trouble shoot on the first day of the event until the Village's electrical inspector is satisfied everything is ready and safe.
- To ensure 100% completion as specified, delivery of equipment and/or set-up may begin on the Wednesday prior to the first day of the event;
- Removal of all equipment must take place beginning at 8:00 am or earlier the Monday immediately after the Taste of Orland Park concludes.
- The Village of Orland Park reserves the right to add or subtract equipment based on the needs of the event and/or as deemed necessary by Village of Orland Park staff.

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

Total: Nine Thousand Five Hundred Thirty and No/100 (\$9,530.00) Dollars per year.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The term of the Contract shall be for a three (3) day event (not including set-up and tear down time), to be held on August 4-6, 2017, with similar dates in 2018 and 2019. This Contract shall terminate upon completion of the WORK or August 31, 2019, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

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

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

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

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

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

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

To the VILLAGE:
Denise Domalewski,
Purchasing & 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 CONTRACTOR:
Sean Plarski
Account Representative
Patten Power Systems
615 W. Lake Street
Elmhurst, Illinois 60126
Telephone: 630-465-2935
Facsimile: 630-530-1727
e-mail: Plarskis@pattencat.com

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

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

employ.

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

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

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

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

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

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

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

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

FOR: THE VILLAGE OF ORLAND PARK

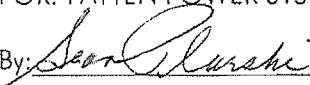
By: 

Print Name: Joseph S. LaMargo

Its: Interim Village Manager

Date: 5/31/17

FOR: PATTEN POWER SYSTEMS

By: 

Print Name: SEAN PLARSKI

Its: _____

Date: 5/25/17

PROPOSAL SUMMARY SHEET

RFP # 17-014

Taste of Orland - Electric

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

Organization Name: Patten Power Systems

Street Address: 615 W. Lake St.

City, State, Zip: Elmhurst, IL, 60126

Contact Name: Sean Plarski

Phone: 630-465-2935 Fax: 630-530-1727

E-Mail address: Plarskis@pattencat.com

FEIN#: 36 1604820

TOTAL PROPOSAL COST:

2017	\$	<u>9,530⁰⁰</u>
2018	\$	<u>9,530⁰⁰</u>
2019	\$	<u>9,530⁰⁰</u>

Signature of Authorized Signee: Sean Plarski

Title: Account Representative

Date: 3/15/17

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

PROPOSAL UNIT PRICE SHEET

RFP # 17-014

Taste of Orland - Electric

2017 Prices

Description	Quantity	Unit Price	Total Cost
100KW (or larger) 400 amp 3 phase quiet generator	1	\$ 575 ⁰⁰	\$ 575 ⁰⁰
30KW (or larger) 120/208 3 phase quiet generator	1	\$ 350 ⁰⁰	\$ 350 ⁰⁰
60KW (or larger) 120/208 3 phase quiet generator	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
200 KW (or larger) 120/208 3 phase quiet generator	1	\$ 900 ⁰⁰	\$ 900 ⁰⁰
400 amp power panels with outlets	4	\$ 75 ⁰⁰	\$ 300 ⁰⁰
200 amp panel with outlets	1	\$ 75 ⁰⁰	\$ 75 ⁰⁰
cable ramps	120	\$ 7 ⁰⁰	\$ 840 ⁰⁰
4,000 Watt light towers	7	\$ 100 ⁰⁰	\$ 700 ⁰⁰
female tails	2	\$ 0 ⁰⁰	\$ 0 ⁰⁰
ground rods	8	\$ 0 ⁰⁰	\$ 0 ⁰⁰
50 amp x 50' cords	79	\$ 10 ⁰⁰	\$ 790 ⁰⁰
50 amp x 100' cords	8	\$ 20 ⁰⁰	\$ 160 ⁰⁰
50 amp bare end cable	1	\$ 10 ⁰⁰	\$ 10 ⁰⁰
2/5 x 50' cables	8	\$ 10 ⁰⁰	\$ 80 ⁰⁰
50 amp Y's	4	\$ 0 ⁰⁰	\$ 0 ⁰⁰
50 amp pods	22	\$ 25 ⁰⁰	\$ 550 ⁰⁰
50 amp GFI pods	20	\$ 25 ⁰⁰	\$ 500 ⁰⁰
equipment delivery	n/a	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
equipment pick-up	n/a	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
Labor Charges (all set-up/tear-down of equipment)	n/a	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰
TOTAL PROPOSAL COST 2017 (please enter on Proposal Summary Sheet)			\$ 9530 ⁰⁰

COMPANY: Patten Power Systems

PROPOSAL UNIT PRICE SHEET

RFP # 17-014

Taste of Orland - Electric

2018 Prices

Description	Quantity	Unit Price	Total Cost
100KW (or larger) 400 amp 3 phase quiet generator	1	\$ 575 ⁰⁰	\$ 575 ⁰⁰
30KW (or larger) 120/208 3 phase quiet generator	1	\$ 350 ⁰⁰	\$ 350 ⁰⁰
60KW (or larger) 120/208 3 phase quiet generator	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
200 KW (or larger) 120/208 3 phase quiet generator	1	\$ 900 ⁰⁰	\$ 900 ⁰⁰
400 amp power panels with outlets	4	\$ 75 ⁰⁰	\$ 300 ⁰⁰
200 amp panel with outlets	1	\$ 75 ⁰⁰	\$ 75 ⁰⁰
cable ramps	120	\$ 7 ⁰⁰	\$ 840 ⁰⁰
4,000 Watt light towers	7	\$ 100 ⁰⁰	\$ 700 ⁰⁰
female tails	2	\$ 0 ⁰⁰	\$ 0 ⁰⁰
ground rods	8	\$ 0 ⁰⁰	\$ 0 ⁰⁰
50 amp x 50' cords	79	\$ 10 ⁰⁰	\$ 790 ⁰⁰
50 amp x 100' cords	8	\$ 20 ⁰⁰	\$ 160 ⁰⁰
50 amp bare end cable	1	\$ 10 ⁰⁰	\$ 10 ⁰⁰
2/5 x 50' cables	8	\$ 10 ⁰⁰	\$ 80 ⁰⁰
50 amp Y's	4	\$ 0 ⁰⁰	\$ 0 ⁰⁰
50 amp pods	22	\$ 25 ⁰⁰	\$ 550 ⁰⁰
50 amp GFI pods	20	\$ 25 ⁰⁰	\$ 500 ⁰⁰
equipment delivery	n/a	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
equipment pick-up	n/a	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
Labor Charges (all set-up/tear-down of equipment)	n/a	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰
TOTAL PROPOSAL COST 2018 (please enter on Proposal Summary Sheet)			\$ 9,530 ⁰⁰

COMPANY: Patten Power Systems

PROPOSAL UNIT PRICE SHEET

RFP # 17-014

Taste of Orland - Electric

2019 Prices

Description	Quantity	Unit Price	Total Cost
100KW (or larger) 400 amp 3 phase quiet generator	1	\$ 575 ⁰⁰	\$ 575 ⁰⁰
30KW (or larger) 120/208 3 phase quiet generator	1	\$ 350 ⁰⁰	\$ 350 ⁰⁰
60KW (or larger) 120/208 3 phase quiet generator	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
200 KW (or larger) 120/208 3 phase quiet generator	1	\$ 900 ⁰⁰	\$ 900 ⁰⁰
400 amp power panels with outlets	4	\$ 75 ⁰⁰	\$ 300 ⁰⁰
200 amp panel with outlets	1	\$ 75 ⁰⁰	\$ 75 ⁰⁰
cable ramps	120	\$ 7 ⁰⁰	\$ 840 ⁰⁰
4,000 Watt light towers	7	\$ 100 ⁰⁰	\$ 700 ⁰⁰
female tails	2	\$ 0 ⁰⁰	\$ 0 ⁰⁰
ground rods	8	\$ 0 ⁰⁰	\$ 0 ⁰⁰
50 amp x 50' cords	79	\$ 10 ⁰⁰	\$ 790 ⁰⁰
50 amp x 100' cords	8	\$ 20 ⁰⁰	\$ 160 ⁰⁰
50 amp bare end cable	1	\$ 10 ⁰⁰	\$ 10 ⁰⁰
2/5 x 50' cables	8	\$ 10 ⁰⁰	\$ 80 ⁰⁰
50 amp Y's	4	\$ 0 ⁰⁰	\$ 0 ⁰⁰
50 amp pods	22	\$ 25 ⁰⁰	\$ 550 ⁰⁰
50 amp GFI pods	20	\$ 25 ⁰⁰	\$ 500 ⁰⁰
equipment delivery	n/a	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
equipment pick-up	n/a	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
Labor Charges (all set-up/tear-down of equipment)	n/a	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰
TOTAL PROPOSAL COST 2019 (please enter on Proposal Summary Sheet)			\$ 9,530 ⁰⁰

COMPANY: Patten Power Systems

AFFIDAVIT OF COMPLIANCE

The undersigned Mike Wintross, as H. R. Manast
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)
and on behalf of Potlery CAT, 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. #: 36 1604820
(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 DE 1933
(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:

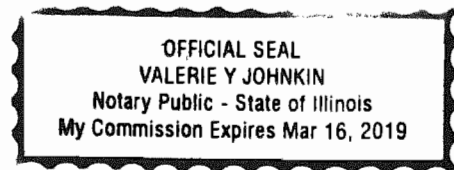
M. Winters
Signature of Authorized Officer

Mike Winters
Name of Authorized Officer

H. R. Manager
Title

3-15-17
Date

Subscribed and Sworn To
Before Me This 15 Day
of March, 2017.
[Signature]
Notary Public Signature



(NOTARY SEAL)

REFERENCES

ORGANIZATION Village of New Lenox
ADDRESS 1 Veterans Parkway
CITY, STATE, ZIP New Lenox, IL, 60451
PHONE NUMBER 815-530-6398
CONTACT PERSON Sean Vanderburgh
DATE OF PROJECT Various dates for concert series

ORGANIZATION Veggiefest
ADDRESS 45175 Naperville Rd
CITY, STATE, ZIP Naperville, IL, 60563
PHONE NUMBER 630-803-8573
CONTACT PERSON Beaton Charest
DATE OF PROJECT 7/20/16 - 7/25/16

ORGANIZATION New Lenox Park District
ADDRESS 1 W. Manor Dr
CITY, STATE, ZIP New Lenox, IL, 60451
PHONE NUMBER 815-485-3584
CONTACT PERSON George Travnick
DATE OF PROJECT 7/22/16 - 7/26/16

Proposer's Name & Title: Sean Parski - Account Rep
Signature and Date: Sean Parski 3/15/17

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

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 15 DAY OF March, 2017

Sean Plarski
Signature
Sean Plarski Account Rep
Printed Name & Title

Authorized to execute agreements for:
Patten Cat
Name of Company

