



PROJECT DETAILS

Scope of Work

The Village of Orland Park is seeking proposals from qualified individuals or businesses to provide operational services of a farm stand at the barn at Boley Farm, 8041 W 151st Street Orland Park, IL 60462. Boley Farm is a 5.8-acre site with a barn measuring approximately 46 feet by 72 feet. The site has historically been used for agricultural purposes but is no longer actively farmed. The License Agreement includes the main barn for farm stand operations. An alternate qualification will be considered for the farming use of the ~2 acres of surrounding tillable land. The main parking lot will be available for operational parking and use. The proposed license fee and final terms will be negotiated. The proposal license fee that is considered will be for usage of the Subject Property.

The License Agreement term is for three (3) years, 2025, 2026 and 2027 with the option to renew for (2) 1-year terms, years 2028 and 2029, at the Village's discretion. The License Agreement shall run from the execution of the contract through November 15, 2027, and option to renew for additional terms from March 1 to November 15 in both 2028 and 2029, unless either party provides written notice of its intent not to renew no later than December 31 preceding each renewal term.

The selected licensee will be responsible for operating the farm stand within the barn space including:

- Maintaining the barn space in a clean and organized manner.
- Complying with all applicable local, state, and federal regulations including applicable taxes.
- Providing their own equipment and supplies necessary for farm stand operations including but not limited to:
 - Shelving and Display Racks – for organizing and showcasing farm products.
 - Refrigeration Units – for perishable goods, if applicable.
 - Point-of-Sale System – including a cash register, card reader, or other payment processing equipment.
 - Tables and Counters – for product display and checkout.
 - Signage – for branding, pricing, and regulatory compliance. All signage must comply with all applicable Village Ordinances.
 - Storage Containers – for inventory management.
 - Cleaning Supplies – to maintain cleanliness and sanitation.
 - Waste Disposal Bins – for trash and composting needs.
 - Lighting – if additional lighting is needed for indoor or evening operations.
- Carrying the required insurance as specified in the final license agreement.
- All personnel and labor costs associated with operating the farm stand. This includes, but is not limited to:
 - Hiring, training, and managing employees or contractors.
 - Ensuring compliance with all local, state, and federal labor laws, including minimum wage requirements and overtime regulations.
 - Handling payroll, taxes, unemployment insurance, and workers' compensation as required by law.
 - Securing any necessary business licenses or permits for employment operations.
 - Covering liability for any employment-related claims, disputes, or legal matters.



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- **Seasonal Startup and Cleanup:** Managing seasonal startup and cleanup, ensuring the barn is prepared for operations at the beginning of the season and properly cleaned and secured at the end. Any issues or damages to the barn must be reported in a timely fashion, providing adequate lead time for necessary repairs or corrections.

PROPOSAL SUBMISSION / EVALUATION CRITERIA

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information:

1. **Operating History:** Provide background information on your company, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the vendor to meet all contractual requirements.
2. **Experience:** Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.
3. **Detailed Plan:** To ensure the viability of the farm stand, proposers must provide information demonstrating their ability to sustain operations. This includes:
 - Proposers must include an operating plan that details the anticipated opening and closing dates for the farm stand each year, the proposed days and hours of operation and any planned closures or seasonal adjustments to operating hours.
 - The number of staff on duty detailed by day and time.
 - A description of how the proposer will source inventory, including whether they own or partner with farms to supply produce. If the product is sourced from a 3rd party vendor/farmer, please indicate what percentage of your product offerings will be outsourced from a 3rd party vendor.
 - A plan for transporting goods to the farm stand, ensuring a reliable supply chain.
 - A strategy for maintaining product availability even in cases of poor harvests, such as backup suppliers or alternative product offerings.
 - Provide a detailed overview of your product offerings, including any value-added items, seasonal variations, or specialty products. Explain the pricing model used at your farm stand, including how prices are determined and any factors that may lead to fluctuations. While prices are subject to change due to market conditions and seasonal variations, this information is intended to help us understand your baseline pricing strategy.
 - If interested in utilizing the tillable land for farming, please provide a detailed history of farming experience, including the types of crops grown, acreage managed, years of experience, and any relevant certifications or affiliations. Additionally, outline your intended approach to land use, soil management, irrigation, and sustainability practices. Licensee must submit an annual planting and harvesting plan at least 60 days prior to planting. In addition to the type of crop to be planted, the annual plan must include equipment used to plant, maintain and harvest crop and the timeline for planting, maintaining and harvesting of the crop. *Planting/harvesting of corn will not be allowed.*



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4. **Fee:** The fee will be negotiated after review of qualifications.
5. **Proposed Capital Improvements:** Include any proposed capital improvements to the barn or the site. Any modifications or alterations to the barn, including upgrades to its infrastructure, require a thorough review and written approval of detailed plans by Village Staff prior to any work commencing. The licensee must obtain all necessary permits from the appropriate local, state, and federal authorities before proceeding with any modifications. Upon approval and execution, any upgrades or improvements made to the barn will automatically become the property of the Village at the expiration of the contract, without any further compensation to the licensee.
6. **Evaluation Requirements:** The Village of Orland Park will evaluate proposals based on the Proposer's qualifications as demonstrated by operating history, experience of similar size and scope, proposed days/hours of operation, menu selection and pricing, including seasonal specialties and other unique offerings, proposers staffing plan, product supply chain plan and insights gained through an in-person interview process. Finalists may be required to participate in an interview process to further assess their ability to fulfill the terms of the license agreement and successfully operate the farm stand.

License Terms and Conditions

1. **Permitted Use and Operational Guidelines:** The barn is to be used exclusively for operating a seasonal farm stand focused on the sale of produce and similar items. The licensee is expressly prohibited from using the space for any other purpose, including but not limited to hosting events, offering additional retail services unrelated to farm stand operations, operating food service or dining facilities, storing non-farm products, or engaging in any activities that deviate from the sale of farm-produced goods without the express, prior written consent of the Village Staff. Any use beyond the authorized farm stand sales, or any attempt to alter the primary function of the space, will be considered a material breach of the license agreement.
2. **Transfer/Sublease:** The barn may not be subleased, assigned, or otherwise transferred to any third party without the express, prior written consent of the Village Staff. The licensee is solely responsible for all contractual obligations under this agreement, and any unauthorized attempt to sublease or assign rights to the barn will be considered a material breach of the contract.
3. **Utilities and Services:** The Village will supply all water and electricity. However, the lessee is responsible for any additional utility needs or services beyond those provided by the Village that may be required to support their specific operations.

The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village, or to reject any and all proposals submitted. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

LOCATION OF WORK AND SPECIFICATIONS: 8041 W 151st, Orland Park, IL 60462



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It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, exceed the proposed amount. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, sub-Consultant's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than the proposed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the proposed amount. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the proposed amount agreed to by the Consultant.