

Contract #404

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0672

Multi Year:

Amount \$10,000.00

Contract Type:

Services

Contractor's Name:

Commercial Food Systems, Inc

Contractor's AKA:

Execution Date:

12/6/2007

Termination Date:

12/31/2011

Renewal Date:

12/31/2008

Department:

Finance

Originating Person:

Sarah Schueler

Contract Description: Coffee and Snack Service 2007-2011



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

January 16, 2008

Mr. Thomas O'Malley
Commercial Food Systems, Inc.
8460 S. Thomas Avenue
Bridgeview, Illinois 60455

RE: NOTICE TO PROCEED
COFFEE AND SNACK SERVICE 2007-2011

Dear Mr. O'Malley:

For your records, I have enclosed one (1) original executed contract dated December 6, 2007 for Coffee and Snack Service within the Village of Orland Park. The contract is for one year, renewable for three additional years. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator



December 6, 2007

Mr. Thomas O'Malley
Commercial Foods Systems, Inc.
8460 South Thomas Ave.
Bridgeview, Illinois 60455

NOTICE OF AWARD – Coffee & Snack Service 2007-2011

Dear Mr. O'Malley:

This notification is to inform you that on November 5, 2007, the Village of Orland Park Board of Trustees approved awarding Commercial Foods Systems, Inc. the contract in accordance with the proposal you submitted dated September 13, 2007, for Vending & Coffee Service for an amount not to exceed unit costs as stated in the proposal. **You must comply with the following conditions precedent within ten business days of the date of this Notice of Award, which is by December 20, 2007.**

1. Enclosed is the Contract for Coffee & Snack Service 2007-2011. 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.
2. **Submit a Certificate of Insurance** from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP 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.**

Please 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 Certificates 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. 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@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Sarah Schueler
Judy Konow

**VILLAGE OF ORLAND PARK
(Contract for Purchase of Goods and Services)**

This Contract is made this 6th day of December, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Commercial Food Systems, Inc. (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 Contract
- The Request for Proposals
- The Instructions to Proposers
- The Proposal dated September 13, 2007, as it is responsive to the VILLAGE's RFP requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance

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

<u>Description</u>	<u>Unit Price</u>
42 Count – 1.5 oz Bags – Regular Coffee	\$27.00
42 Count – 1.5 oz Bags – Decaffeinated Coffee	\$30.00
24 Count – 1.5 oz Bags – Flavored Coffee	\$28.50
Assorted Teas	\$4.50
Hot Chocolate	\$10.95

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S RFP requirements. The CONTRACTOR will provide free of charge brewing equipment, glass decanters, coffee filters,

and coffee pot cleaner. The GOODS shall be delivered directly to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

- Monthly cleaning of brewing equipment installed by the CONTRACTOR.
- Installation of a minimum of five large glass front snack machines located at various Village facilities which will serve an assortment of snack items. All machines will be kept clean and in good working order at all times. All licenses and/or permits will be secured by the CONTRACTOR.
- Refilling of each snack machine no less than twice a week.

The VILLAGE agrees to pay the CONTRACTOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

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 express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution and shall continue for up to four (4) years, ending December 31, 2011. The term of this contract shall be for one (1) year, ending December 31, 2008, but shall be automatically renewed on its anniversary date for each of three (3) successive years unless the VILLAGE notifies the CONTRACTOR in writing thirty (30) days before said anniversary date (December 31) that it does not wish to renew the contract. The CONTRACTOR must give one hundred twenty (120) days notice before said anniversary date if it does not wish to renew the contract to allow for the VILLAGE to establish operations with a new CONTRACTOR.

SECTION 5: INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the VILLAGE and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

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 Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act,

Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in 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 explained in the Terms and Conditions herein and 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 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 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 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@orland-park.il.us

To the CONTRACTOR:

Thomas O'Malley
President
Commercial Food Systems, Inc.
8460 S. Thomas Avenue
Bridgeview, Illinois 60455
Telephone: 708-430-1500
Facsimile: 708-430-4442
e-mail: TOMALLEY@cfsvend.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: 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 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 professional appearance and shall be trained to handle all contact with 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: 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 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.



PROPOSAL

COMMERCIAL FOOD SYSTEMS, INC.
8460 S. THOMAS AVENUE
BRIDGEVIEW, IL 60455

TO:

**Ms. Judy Konow, Finance Dept.
Village of Orland Park**

September 13, 2007

FORM OF PROPOSAL

TO: Village Clerk's Office
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

FROM: Organization: Commercial Foods Systems, Inc.
Address: 8460 South Thomas Ave.
City, State, Zip Code: Bridgeview, IL 60455
Contact Person: Thomas O'Malley
Telephone Number: (708) 430-1500
Fax Number: (708) 430-4442
E-Mail address: TOMALLEY@cfsvend.com
FEIN #: 364218033
Project Name: Vending & Coffee Service

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.
(NOTE: At least 60 days should be allowed for evaluation and approval.)

Signature & Date Thomas F. O'Malley 9-14-07

COFFEE AND VENDING MACHINE SERVICE AND SUPPLIES

42ct 1.5 oz Bags – Regular Coffee	\$ 27.00
42ct 1.5 oz. Bags – Decaffeinated Coffee	\$ 30.00
24ct 1.5 oz. Bags – Flavored Coffee	\$ 28.50
Coffee Filters	\$ N/C
Coffee Pot Cleaner	\$ N/C
Assorted Teas	\$ 4.50
Hot Chocolate	\$ 10.95

Please list brands available:

Hills Bros, Superior, 100% Colombian, Folgers

If your company is awarded both coffee and vending service, would the coffee prices remain the same? If no, please explain:

YES

Does your company provide, install and maintain the coffee makers and coffee pots? Please explain the extent and frequency of maintenance:

YES monthly cleaning of brewing equipment and glass decanters.

Please provide a list of snacks that your company can supply and the machine price of each item (use additional sheets, if necessary):

Please see attachment



COMMERCIAL FOOD SYSTEMS, INC.



8460 S. THOMAS AVENUE BRIDGEVIEW, IL. 60455
TELEPHONE: (708) 430-1500 • FAX: (708) 430-4442

September 13, 2007

Ms. Judy Konow, Finance Dept.
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

Dear Judy:

Thank you for the opportunity to talk with you and briefly discuss our vending service. By now, you are aware that we are very interested in continuing our food service program for your Orland Park locations. We at Commercial Food Systems feel that the following proposal will assure you and your employees the finest in vending equipment, products and, of course, service.

A) **Showcase Merchandiser** - Five large glass front machines located at various locations which will serve chips, cookies, candy, as well as pastry-type items. Prices are as follows:

Gum/Mints	\$.55
Chips	\$.55
Cookies/Candy	\$.70/.75
Pastry.....	\$.80/.90/1.00

All machines will be kept clean, full and in good working order at all times. Any possible refunds will be handled with a refund bank and pre-printed slips. Any licenses and/or permits will be secured by us.

Again, thank you for your consideration. If you have any further questions, please feel free to give me a call at (708) 430-1500.

Sincerely,

Commercial Food Systems, Inc.

Thomas F. O'Malley
President

BUSINESS ORGANIZATION

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

5 Corporation: State of incorporation:
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Commercial Food Systems, Inc

(Corporate Seal)

Business Name

Thomas F. O'Malley

Signature

Thomas F. O'Malley

Print or type name

President

Title

9/13/07

Date

03/01/2007

SECRETARY OF STATE JESSE WHITE
STATE OF ILLINOIS
CORPORATE ANNUAL REPORT

(Form CDBCAF - Rev. 03/06/2006)

PAGE 1
CORPORATION FILE #
D 5986-920-5

PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM
(USE BLACK INK)

COMMERCIAL FOOD SYSTEMS, INC.
% THOMAS F O'MALLEY
8460 S THOMAS
BRIDGEVIEW IL 60455

06/23/1999
Cook County

1-4. Verify information is accurate.

5. MUST list names and addresses of all officers and directors as of the date of signing. If you are the sole officer, please indicate. If more space is needed, enclose attachment with corporate file number on the attachment.

6. Changes to the authorized shares must be completed on form BCA 10.30 for Illinois Corporations. Foreign Corporations must file certified copies of amendment from state of incorporation. If any changes have been made to the issued shares, a BCA form 14.30 must be completed and filed.

7. Verify Registered Agent on file is true and accurate. It will be necessary to file in this office form BCA 5.10 in order to make any changes in the Registered Agent's name and/or address. BCA 5.10 along with your \$25 fee should be submitted TOGETHER with the Annual Report.

FILE # D 5986-920-5

7a. Insert the principal address of Corporation.

7b. This document MUST be signed by an authorized Officer.

Reverse Side

8. If item 8 is incorrect or blank, please enter the correct information here and in item 8.

FEIN: _____

9. Complete preparer information as requested.

10. Affirm female or minority status. You must complete annually by selecting appropriate box. TO QUALIFY, 51% OWNERSHIP IS REQUIRED.

Check this box if there are any changes in President or Secretary in #5 and MAIL IN THIS PORTION WITH THE ANNUAL REPORT.
Your current President and Secretary are:

President: THOMAS F O MALLEY 8460 S THOMAS BRIDGEVIEW 60455
Secretary: LIAM HARTNETT SAME

DETACH AT PERFORATION AND SUBMIT WITH PAYMENT. DO NOT SUBMIT PHOTOCOPY FOR FILING

013178

1) Corporate Name COMMERCIAL FOOD SYSTEMS, INC.		2) File Number D 5986-920-5	3) State / Country Illinois	4) Inc / Qual Date 03/26/1998
5) President Name & Address THOMAS F. O'MALLEY		8460 S. THOMAS AVE, BRIDGEVIEW, IL.		60455
Secretary Name & Address LIAM HARTNETT		SAME		
Officer / Director Name & Address				
Officer / Director Name & Address				
Officer / Director Name & Address				
6) Share Information	Class	Series	Par Value	Number Authorized
	COMMON		.00000	1,000
				Number Issued as of 12/31/2006
				1,000.000
7) Registered Agent THOMAS F O'MALLEY 8460 S THOMAS BRIDGEVIEW IL 60455 Cook County		YEAR	2007	
7a) Principal Address of Corporation: 8460 S. THOMAS BRIDGEVIEW IL. 60455 Street City State Zip Code				
7b) Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to the provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.				

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Thomas O'Malley, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Commercial Food Systems, Inc, the Prime
Contractor submitting this proposal, and that the Prime Contractor 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.

Thomas F. O'Malley

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 14th Day
of September, 2007.



Twanda Jones

Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to 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 written sexual harassment policies that shall include, 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) and the Commission (Human Rights 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)

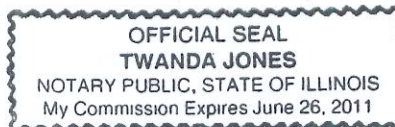
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Thomas O'Malley, having submitted a bid/proposal for
Commercial Food Systems, Inc. (Name of Vendor)
Vending & Coffee Service (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said vendor has a written sexual harassment
policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Thomas F. O'Malley
Authorized Agent of Vendor

Subscribed and sworn to before
me this 14th day of September, 2007.



Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750; et seq.

Section II. In the event of the Vendor'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 (hereinafter referred to as the Department) the Vendor 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.

During the performance of this Agreement, the Vendor agrees:

- A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C.** That, in 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.
- D.** That it will 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.
- E.** That it will 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.
- F.** That it will 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.

G. That it will 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 subvendor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subvendors; and further it will promptly notify the contracting agency and the Department in the event any subvendor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subvendor 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.

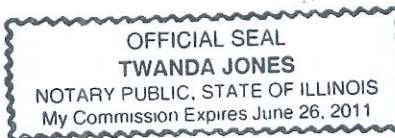
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; 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 Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Thomas F. O'Valley

ATTEST: Twanda Jones

DATE: 9-14-07



TAX CERTIFICATION

I, Thomas O'Malley, having been first duly sworn depose and state as follows:

I, Thomas O'Malley, am the duly authorized agent for Commercial Food Systems, Inc, which has submitted a proposal to the Village of Orland Park for Vending & Coffee Service and I hereby certify (Name of Project)

that Commercial Food Systems, Inc 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.

By: Thomas F. O'Malley
Title: President

Subscribed and Sworn to
Before me this 14
Day of September, 2007

Twanda Jones



REFERENCES

ORGANIZATION Robert Morris College
ADDRESS 43 Orland Square Drive
CITY, STATE, ZIP Orland Park, IL 60462
PHONE NUMBER (708) 460-8000 Ms. Lisa Wirth
CONTACT PERSON Ms. Lisa Wirth
DATE OF PROJECT _____

ORGANIZATION Orland Park Post Office
ADDRESS 9500 West 144th. Place
CITY, STATE, ZIP Orland Park, IL 60462
PHONE NUMBER (708) 349-8030
CONTACT PERSON Ms. Bea Zaborsky
DATE OF PROJECT _____

ORGANIZATION Olympia Fields Country Club
ADDRESS 2800 Country Club Drive
CITY, STATE, ZIP Olympia Fields, IL 60461
PHONE NUMBER (708) 257-4362
CONTACT PERSON Mr. Kevin Labriola
DATE OF PROJECT _____

This form must be completed and submitted with the Form of Proposal.

Vendor's Name: Commercial Food Systems, Inc

Signature & Date: Thomas F. O'Malley 9-14-07

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

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

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

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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS 14 DAY OF September, 2007

Thomas F. O'Malley

Signature

Thomas O'Malley President

Printed Name & Title

Authorized to execute agreements for:

Commercial Food Systems, Inc.

Name of Company

PRODUCER Hallberg Commercial Insurors 120 W. 22nd Street Ste. 200 Oak Brook IL 60523 Phone: 630-574-2022 Fax: 630-574-2036	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Commercial Food Systems, Inc. & Coffee Service, Inc. 8460 S. Thomas Bridgeview IL 60455	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Frankenmuth Mutual Ins. Co.</td> <td>13986</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Frankenmuth Mutual Ins. Co.	13986	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP3000110	01/01/08	01/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA3000110	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CPP3000110	01/01/08	01/01/09	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC3000110	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is agreed that the Village of Orland Park, its officers, directors, employees and agents are added as additional insured/vendor with respect to general liability on a primary/non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

VILLA-1 Village of Orland Park Attn: Denise Domalewski 14700 Ravinia Ave. Orland Park IL 60462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James P. Hallberg
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