
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-056

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND B&B HOLIDAY DECORATING, LLC FOR 2018 DOWNTOWN CHRISTMAS
DECORATION SERVICES**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees

RESOLUTION NO. 2018-R-056

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND B&B HOLIDAY DECORATING, LLC FOR 2018 DOWNTOWN CHRISTMAS DECORATION SERVICES

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with B&B Holiday Decorating, LLC, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of August, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:


AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

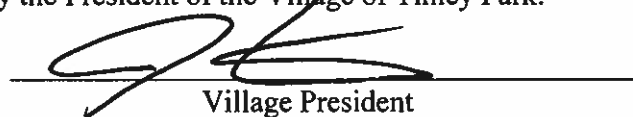
NAYS: None

ABSENT: None

APPROVED this 21st day of August, 2018, by the President of the Village of Tinley Park.

ATTEST


Village Clerk



Village President

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-056, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND B&B HOLIDAY DECORATING, LLC FOR 2018 DOWNTOWN CHRISTMAS DECORATION SERVICES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 21, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 2018.



VILLAGE CLERK

EXHIBIT 1

B&B HOLIDAY DECORATING, LLC AGREEMENT

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, a Illinois home-rule municipal corporation (the "Village"), and **B & B Holiday Decorating**, (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Forty eight thousand two hundred and sixty seven dollars and 62/100 Dollars (\$48,267.62)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

IF THIS IS PREVAILING WAGE WORK:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

B&B Holiday Decorating
Brian Galuski
Name of Contractor (please print)

Brian Galuski
Submitted by (signature)

CO-OWNER
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Brian Galuski
Name of Contractor (please print)

Brian Galuski
Submitted by (signature)

CO-OWNER
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Brian Galuski
Name of Contractor (please print)

Brian Galuski
Submitted by (signature)

CO-OWNER
Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Brian Galuski
Name of Contractor (please print)

Brian Galuski
Submitted by (signature)

Co-owner
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Brian Galuski
Name of Contractor (please print)

Brian Galuski
Submitted by (signature)

Co-owner
Title

[NAME OF CONTRACTOR]

BY: Brian Galuski B+B Holiday Decorating 9/10/18
Date


Printed Name: Brian Galuski

Title: Co-owner

VILLAGE OF TINLEY PARK

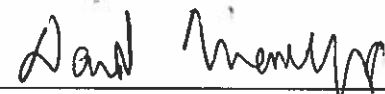
BY: 
Mayor
(required if Contract is \$10,000 or more)

8-21-18
Date

ATTEST:

Village Clerk
(required if Contract is \$10,000 or more)

8-21-18
Date

VILLAGE OF TINLEY PARK

BY: 
Village Manager

8-21-18
Date

EXHIBIT A

Scope of Professional Services

Attached scope of work to provide seasonal holiday decoration services as detailed in:

- 2018-RFP-010 Tinley Downtown Christmas Decorations 2018



The Village of Tinley Park, Illinois
REQUEST FOR PROPOSALS

2018-RFP-010 - Tinley Downtown Christmas Decorations 2018

The Village of Tinley Park (VOTP) seeks a proposal from a capable Contractor to coordinate and provide seasonal holiday decoration services. The Contractor shall perform the following general services during the holiday season.

- Installation, maintenance, removal, packaging and transport of holiday decorations.

The Village is requesting a written proposal for a Contractor to complete this work.

GENERAL REQUIREMENTS: Submit six (6) packets. Submit one (1) original plus five (5)

complete copies of the proposal.

SUBMISSION LOCATION: Village of Tinley Park- Clerk's Office
16250 South Oak
Park Avenue Tinley
Park, IL 60477

OPTIONAL PRE-PROPOSAL MEETING: Tuesday, August 31, 2018, 11:00 AM
at Zabrocki Plaza, Oak Park Ave and North
Street.

SUBMISSION DATE: Wednesday, August 8, 2018 at 12:00 pm
Proposals received after the time specified
will not be opened.

CONTACT / QUESTIONS: Submit questions via email to:
Kelly Mulqueeny at
kmulqueeny@tinleypark.org. Questions are
required no less than seven (7) business days
prior to the proposal opening date. Absolutely
no informal communication shall occur
regarding this RFP, including requests for
information, or speculation between responders
or any of their individual members and any
Village elected official or employee. All
questions will be answered with a copy of the
question and answer to each proposer.

CONTENTS: The following sections, including this cover sheet, shall be considered integral parts of this solicitation:

- *Notice of RFP (1 Page)
- *I. General Terms and Conditions (2 pages)
- *II. Background (1 page)
- *III. Scope of Services (2 Pages)
- *IV. Requirements and Expectations (1 Page)
- *V. Plans, Specifications, Maps and Additional Information (9 Pages)

ADDENDUM NO. 1

Downtown Christmas Decorations 2018
2018-RFP-010
Tinley Park, Illinois 60477

July 26, 2018

This addendum forms part of the Contract Documents for the above named project and contains the following:

1) Clarifications

a. For the one-time pricing on additional ornaments, the sets of 1,000 ornaments need to be installed on the 30' Christmas tree to replace some of the old and/or broken ornaments from that tree. There is a separate one-time labor that will be needed for that replacement effort. The sets of 200 are to be installed in the live trees at Oak Park Ave and Hickory St as part of the regular decoration installation for those trees. Clarifications have been added to the updated scope of work.

2) Additions

a. The bid pricing sheet has now been included for proposed pricing to be included with the RFP response.

3) Changes

a. The Submission Date has been changed from Friday, August 10, 2018 at 12:00 pm to **Wednesday, August 8, 2018 at 12:00 pm.**

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

Downtown Christmas Decorations 2018
2018-RFP-010
Tinley Park, Illinois 60477

July 30, 2018

This addendum forms part of the Contract Documents for the above named project and contains the following:

1) Additions

a. An optional pre-proposal meeting has been scheduled for 7/31 at 11 AM, to be held at Zabrocki Plaza, which is located on Oak Park Ave just NE of the METRA tracks. An updated notice of RFP page has been included in the RFP documents along with this addendum.

END OF ADDENDUM NO. 2

ADDENDUM NO. 3

Downtown Christmas Decorations 2018
2018-RFP-010
Tinley Park, Illinois 60477

August 1, 2018

This addendum forms part of the Contract Documents for the above named project and contains the following:

1) Questions and Answers

- a. Question 1: Just to confirm, the contractor is not providing any materials in the base RFP, all materials, including cords and lights will be provided by VOTP?
 - i. Answer 1: The power setup is to be provided by the contractor.
- b. Question 2: Are the existing lights provided by the VOTP LED?
 - i. Answer 1: Yes, the lights provided by the Village are LED.
- c. Question 3: Are spare items available if the lights are not in working order? How will non working items be handled?
 - i. Answer 1: The Village will purchase and provide all lighting aside from the items noted to be supplied one time by the contractor on the pricing sheet, including replacement bulbs.
- d. Question 4: The RFP states that the individual branches should be wrapped, does this include the evergreens or just ornaments on the Evergreens?
 - i. Answer 1: Evergreens are not to be individually wrapped, just decorated.
- e. Question 5: The RFP mentions the ornaments for the 30' tree need to be replaced offsite. How is the tree currently stored, it is assumed it needs to be assembled onsite?
 - i. Answer 1: The tree itself needs to be assembled onsite but can be taken off site for the installation of ornaments and all pre-installation preparations that need to be taken.
- f. Question 6: For the installation of the mini lights on the trees, can you provide a quantity of lights you will be providing so we can ensure we are quoting the correct amount of labor?
 - i. Answer 1: The quantity is not known at this time.
- g. Question 7: The contract period on page 2 is listed as 10/1/18 through 9/30/19 but the bid form is till 2021. Is this a one year contract or a 3 year contract?
 - i. Answer 1: This is a one year contract with renewal options.
- h. Question 8: The scope of work does not include any mention of planter installations or design areas, but there are a few references to providing images of planter installations and providing narratives of design items. Are those items applicable?
 - i. Answer 1: The language about planters is not applicable and has been removed.
- i. Question 9: In the insurance requirements, there is a requirement for Professional Liability insurance which typically would not apply to this kind of work. Can you confirm if that is required?

- i. Answer 1: Yes, it is required.
- j. Question 10: For the Street Light Trumpets, the RFP states 140 in future years but in the bid form, the clarification states 148 for 2019 and beyond. Please confirm the quantity.
 - i. Answer 1: There will be 140 installed. There will be extra backups in storage that can be used if some of the 140 have any issues. This typo has been corrected on the bid pricing form.
- k. Question 11: For the install of the prelit christmas trees, except for the 30' tree, can you confirm no ornaments are installed on the trees and all installation materials are provided.
 - i. Answer 1: That is correct.
- l. Question 12: The West side evergreen on the corner (about 10ft taller than the electric pole right next to it) is still covered in what appears to be multiple years worth of lights. Would we need to remove these beforehand or is it just the ornaments that would be needed on this tree?
 - i. Answer 1: Yes, those old lights should be removed too.
- m. Question 13: Are there any concerns with the utility wires being in the way of the Evergreen on the east side of the street?
 - i. Answer 1: Aside from the obvious concern of the utility lines being close in proximity and needing to be worked around, the Village is not aware of any special concerns with those lines in particular at this time.

2) Clarifications

- a. Under Section 1. Decoration Quantities and Locations
 - i. 1a- There is no garland needed on the clock tower.
 - ii. 2b- the 13 pre-lit trees are to be ground staked.
 - iii. 5 Street Light Poles- there are currently brackets installed on 70 poles for 70 trumpet decorations to be installed this year. In future years, the quantity of installed trumpet decorations is expected to be increased to 140. This would require the installation of 70 additional brackets to allow for the 70 additional trumpet decorations to be installed. Once the 70 additional brackets are installed, the total of brackets would be 140 and there would not need to be any additional brackets installed in future years.

3) Changes

- a. Under Section 1. Decoration Quantities and Locations
 - i. 1c- wrapping trees at train station platform was deleted. This was also the same requirement as 3a, which was also deleted. It was also deleted from the bid pricing sheet. This service is no longer needed as part of the RFP response.
 - ii. Added 2c- the trees to be wrapped with lights in Zabrocki Plaza were previously listed on the pricing sheet but left out in the scope narrative. They have been added in the scope.
 - iii. 6b- there are actually 3 smaller buildings to receive the garland. The quantity did not change from the initial bid pricing sheet.
- b. Maps- The maps were updated where necessary to reflect the changes noted above.

I. GENERAL TERMS AND CONDITIONS

1. Negotiations:

The Village of Tinley Park reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

2. Confidentiality.

RFP's and the responses thereto, are subject to the Illinois Freedom of Information Act.

3. Reserved Rights:

The Village of Tinley Park Reserves the right at any time and for any reason to cancel this RFP or any portion thereof, to reject any or all RFP's, and to take any other action determined to be in its best interests. The Village reserves the right to waive any immaterial defect in any RFP. The Village may seek clarification from a responder at any time, after the submission date, and failure to respond promptly is cause for rejection.

4. Incurred Costs:

The Village of Tinley Park will not be liable for any costs incurred by responders in replying to this RFP.

5. Award:

Award will be based on the highest ranked responsive, responsible responder as determined by the Village of Tinley Park. The award, if any, will be based on the Village's determination as to the best qualified and most cost effective responder.

6. Discussion of RFP:

The Village of Tinley Park may conduct discussions with any responder who submits a response. During the course of such discussions, the Village shall not disclose any information derived from one RFP to any other responder.

7. Contract Period:

This annual contract period is anticipated to begin on October 1, 2018 and end on September 30, 2019.

8. Responsibility & Default:

The responder shall be required to assume responsibility for all items listed in this RFP. The successful responder shall be considered the sole point of contact purposes for this contract.

9. Payments:

Payments shall be made in accordance with the Local Government Prompt Payment Act.

10. Interpretations or Correction of Request for Proposals:

Responders shall promptly notify the Village Engineer of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP's. Interpretation, correction and changes to the RFP's will be made by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

11. Addenda:

Addenda are written instruments issued by the Village of Tinley Park prior to the date of receipt of responses to the RFP, which modify or interpret the RFP by addition, deletions, clarifications, or corrections. Addenda will be placed on the Village website at www.tinleypark.org/RFP.

12. Taxes:

The Village is exempt from paying certain Illinois State Taxes.

13. Non-Discrimination:

Responders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause and the Illinois Drug Free Workplace Act, Title 44, Chapter 10.

14. Insurance: Please submit certificate with your response:

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

a. **Worker's Compensation Insurance** covering all liability of the Responder arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

b. **General Liability:**

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

- c. *Professional Liability to include, but not limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.*

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

- d. *Comprehensive Automobile Liability, Bodily Injury,*

Property Damage: General Aggregate Limit

\$1,000,000

Each Occurrence Limit \$500,000

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured by endorsement as their interest may appear;*
- Be provided within thirty (30) days notice, in writing, of cancellation or material change; and*
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.*

15. *Change in Status:*

The Contractor shall notify The Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

16. *Precedence:*

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Owner and Contractor Agreement; The Village of Tinley Park Request for Proposals; and the Contractor's Response to RFP.

17. *Submittal and Evaluation Factors:*

The contract will be awarded to the Contractor determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the

Village. The Village reserves the right to reject any or all responses or to waive any details in the responses received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the RFP of a Contractor who has previously failed to satisfactorily perform a contract. The Village of Tinley Park reserves the right to award the contract to a Contractor who is not the lowest cost; however, cost is an important factor in the selection of a Contractor.

In determining the most qualified responder, the following criteria will be considered by the Village:

- A. Ability to complete required work in a timely manner;
- B. Experience with other Municipalities;
- C. Demonstrated creativity and expertise in planter design and maintenance;
- D. Communication with the Village; and
- E. References.

II. BACKGROUND

The Village of Tinley Park (VOTP) in its role of beautifying and maintaining certain properties in the public realm, seeks a proposal from a capable Contractor to coordinate and provide seasonal Christmas decorations in our downtown area. The Contractor shall perform the following general services throughout the holiday season. The VOTP has various types of Christmas trees, mostly focused around the downtown area along Oak Park Avenue and around the Oak Park Avenue METRA train station. The Contractor is responsible for the installation and maintenance of decorations as detailed in the scope of work. The decoration layouts, designs and any additional decorations or materials beyond those detailed below will be proposed by the Contractor, and submitted to the VOTP Street Superintendent for approval. Guidance and direction related to the expectations of decorations will be provided by VOTP. The Street Superintendent or authorized representative will supervise all work by the contractor during installation. Work shall not begin until the contractor has provided and received approval for any proposed decorations. Approval shall come from the Street Superintendent or an authorized representative.

III. SCOPE OF SERVICES

It is the responsibility of the successful Responder to locate, deliver to the site, and keep in good condition all specified holiday decorations.

1. Decoration Quantities and Locations

The Contractor is responsible for the installation, maintenance, removal and packaging and unpackaging for storage, and transport to and from the Village storage location for the following list:

1. Oak Park Avenue Train Station

- a. Exterior Christmas wreath (clock tower) and pre-lit LED garland along gutters on building. Garland is not needed around the clock tower.
- b. Wrap rope lights on light poles on Platform (34 poles).

2. Zabrocki Plaza

- a. Installation and removal service for 30 foot Christmas tree (1).
- b. Install and remove 13 Pre-lit Christmas trees. They are to be ground staked (provided by the Village)
- c. The 9 honeylocust trees (approximately 10" DBH) are to be wrapped along the trunk and branches down to 3" diameter. We estimate 25 sets of lights per tree.

3. Oak Park Avenue & Hickory-

- a. Install and remove exterior white LED Christmas lights and Red and Silver Ball Ornaments on Live Evergreen trees (one on west side of Oak Park Ave and one on east side).

4. Vogt Plaza

- a. Install and remove 10 Pre-lit Christmas trees.

5. Street Light Poles

- a. Install, Remove, Package Street light decorations. (1st year 70 Trumpets, 2nd year and later 140 Trumpets). There are currently 70 sets of brackets installed on the poles where the trumpet decorations are being installed. For the 2nd year, this would require 70 additional brackets to be installed one time. The brackets would remain in place for use in future years beyond the 2nd year.

6. 80th Avenue Train Station

- a. Install and remove Garland on main Building (assuming 51-9 foot Pre-lit LED mixed noble garland, approximately 460 lf)
- b. Install and remove Garland on 3 smaller Buildings (assuming 42-9 foot Pre-lit LED mixed noble garland, approximately 380 lf)
- c. Install and remove 4 pre-lit Christmas trees (2 small and 2 medium) at the main building.

The Village is seeking separate one time pricing for the purchase of additional decorations-

1. Ornaments

- a. Approximately 1000 Ornaments for the 30' Artificial Christmas Tree- 10", 8", and 6" in the colors of Silver and Red shatterproof balls. Equal quantities in in each size.
- b. Labor to replace 1000 old or broken ornaments with the new ornaments provided on the 30' tree. This needs to take place off-site by November 9th so that the tree is presentable when it is installed at Zabrocki Plaza.
- c. Approximately 200 additional Ornaments for the 2 live evergreen trees at Oak Park Ave and Hickory. 10", 8", and 6" in the colors of Silver and Red shatterproof balls. Equal quantities in in each size.
- d. Pre lit garland for 80th Avenue Train Station

The Christmas decorating layouts, designs and material for each area will be marked out on maps provided by VOTP. Guidance and direction related to the expectations of each areas Christmas designs will be provided by VOTP. Superintendent or authorized representative will supervise all work by the contractor during each installation. The VOTP reserves the right to increase or decrease quantities of decorations and/or change locations as they see necessary.

It is the responsibility of the successful Proposer to locate, deliver to the site, and keep in good condition all material specified for each area. All wreaths, branches or flattened decoration should be "fluffed" to make them look as they did when purchased. All work shall be completed as specified in a timely manner. Clean up of any debris from the Christmas decorating is the responsibility of the contractor and shall be incidental to the contract.

Live tree decorating-Lights should be wrapped around individual branches in order to light up the natural form of the tree, rather than stringing them across branches.

Packaging- all decorations are to be packaged in a professional manner so as to prevent damage in transport and storage, and to be reasonably unpackaged and set up in the same condition the following year.

Street light "Trumpet" decorations- to be attached to light poles at beginning of season and removed and packaged at the end of season. The quantities will be changing after the 2018-19 season, as more trumpet lights are being acquired.

The Contractor will be responsible for making sure all lights/ pre-lit trees are ready to be plugged in, all connections are made and make sure all lights are working.

2. Time Period

The decorations shall be installed by November 21st, 2018 and remain up until January 5th, 2019.

3. Maintenance

All decorations shall be kept in good condition, in presentable arrangement and with all the lights working.

IV. SUBMITTAL REQUIREMENTS

1. Pricing- Must be included in the proposal, broken down by each type of decoration as listed on the detailed pricing tab, as well as any additional decorations or materials proposed.
2. Decoration Schedule and Design Summary- Responder shall provide list of decorations, sizes, and individual prices that would be used for each type, along with any short narrative that may be needed to clarify the approach taken towards the design, along with any additional elements that were not listed in the bid tab.
3. References and Qualifications- Responder shall include three (3) references from past projects with a similar scope of work.

4. Images- Responder shall include at least six (6) images as part of their proposal. Images should indicate the project location and demonstrate creative planter installations installed and maintained by the proposer on at least three (3) different projects of similar scope.

V. REQUIREMENTS AND EXPECTATIONS

The following are general requirements and expectations of the selected Contractor:

1. The Contractor shall perform all work in accordance with Federal, State, and Local laws, regulations, codes and ordinances;
2. The Contractor must be able to receive requests via e-mail.
3. The Contractor is expected to have all necessary supplies, equipment, personnel, and skills to complete the project in a timely manner;
4. Hours of work are 7:00 AM through 7:00 PM, Monday through Friday, and between 9:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of VOTP.
5. The surrounding area shall have a neat, professional looking appearance upon completion of the job, and
6. All contractor employees shall wear suitable uniforms during the time they are on Village property or public ROW areas.

VI. CONTRACT TERMINATION:

The Village of Tinley Park may, by written notice, and at any time, terminate the agreement if, in the judgment of the Village, the Contractor has failed to comply with the terms of the agreement. In the event of such termination, the Contractor shall be entitled to payment for work performed through the date notice is delivered to Contractor. No sums shall be owed to the Contractor for work performed after such notice is delivered.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 BILL R SCHUTZ (03095) 51 W SEEGER RD STE 1 ARLINGTON HGTS, IL 60005-0000	CONTACT NAME: BILL R SCHUTZ PHONE (A/C, No, Ext): 847-690-1980 E-MAIL ADDRESS: BILL.SCHUTZ@COUNTRYFINANCIAL.COM	FAX (A/C, No): 847-690-1983
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: COUNTRY Mutual Insurance Company	NAIC # 20990
INSURED 4354101 B & B HOLIDAY DECORATING LLC 160 TOUHY CT DES PLAINES, IL 60018	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC		AB9237461	3/7/2018	3/7/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AB9237461	3/7/2018	3/7/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AU9261082	6/26/2018	3/7/2019	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AW9237465	3/7/2018	3/7/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

JOB NAME:
FOR ALL WORK PERFORMED BY THE ABOVE NAMED INSURED.WORKERS COMPENSATION EXCLUSIONS:
(CONTINUED)**CERTIFICATE HOLDER****CANCELLATION**VILLAGE OF TINLEY PARK
16250 SOUTH OAK PARK AVENUE
TINLEY PARK, IL 60477

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AU9261082		B & B HOLIDAY DECORATING LLC 160 TOUHY CT DES PLAINES, IL 60018	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 9/14/2018	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.