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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2021-R-092**

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**A RESOLUTION APPROVING A CONTRACT FOR 2021 CHRISTMAS DECORATIONS FOR  
DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK –  
B & B HOLIDAY DECORATING, LLC**

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**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2021-R-092**

**A RESOLUTION APPROVING A SERVICE CONTRACT FOR 2021 CHRISTMAS DECORATIONS FOR DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK – B & B HOLIDAY DECORATING, LLC**

**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 a Service Contract with B & B Holiday Decorating, LLC, a true and correct copy of such Contract 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 Service Contract 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 "Contract" be entered into and executed by said Village of Tinley Park, with said Service Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

**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 Service Contract.

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

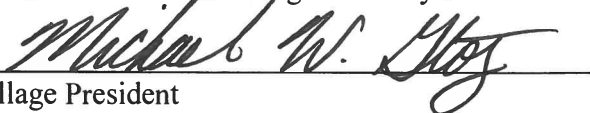
**ADOPTED** this 19<sup>th</sup> day of October, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

**NAYS:** None

**ABSENT:** None

**APPROVED** this 19<sup>th</sup> day of October, 2021, by the President of the Village of Tinley Park.

  
Village President

ATTEST:

  
Village Clerk

# **EXHIBIT 1**

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. 2021-R-092, “**A RESOLUTION APPROVING A CONTRACT FOR 2021 CHRISTMAS DECORATIONS FOR DOWNTOWN TINLEY IN THE VILLAGE OF TINLEY PARK – B & B HOLIDAY DECORATING, LLC.**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 19, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK

**VILLAGE OF TINLEY PARK  
2021-2022  
SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an 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 **Thirty seven thousand four hundred and twenty two 32/100 Dollars (\$37,422.32)**. Within thirty (30) 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 the Village Manager or his designee. 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. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

**Installation Prior to December 1 & Removal prior to January 21**

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, workers' compensation claims 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 Contractor's negligence under this Contract.**
  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 negligence in its work to be performed hereunder. 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 Prevailing Wage Act as well as 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.
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 contractor 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 LLC - William Cielinski

Name of Contractor (please print)

  
Submitted by (signature)

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.

B&B Holiday Decorating LLC - William Cielinski

Name of Contractor (please print)

  
Submitted by (signature)

Owner

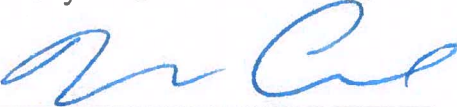
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### Certificate of Compliance with Illinois Drug-Free Workplace Act

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.

B&B Holiday Decorating LLC - William Cielinski

Name of Contractor (please print)

  
Submitted by (signature)

Owner

Title

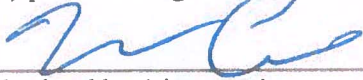


**Certificate Regarding Sexual Harassment Policy**

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.

**B&B Holiday Decorating LLC - William Cielinski**

Name of Contractor (please print)

  
Submitted by (signature)

**Owner**  
Title

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

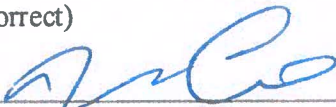
The undersigned hereby certifies that:

- 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)

**B&B Holiday Decorating LLC - William Cielinski**

Name of Contractor (please print)

  
Submitted by (signature)

**Owner**  
Title

**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

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://www.state.il.us/agency/idol/rates/rates.HTM>. 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.

**Does not apply to this RFP**

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance **No. 2019-O-079**

**Does not apply to this RFP**

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Employment of Illinois Workers on Public Works Act**

The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

**B&B Holiday Decorating LLC - William Cielinski**

\_\_\_\_\_  
Name of Contractor (please print)

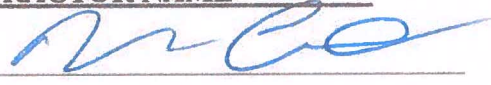


\_\_\_\_\_  
Submitted by (signature)

**Owner**

\_\_\_\_\_  
Title

**CONTRACTOR NAME**

BY: 

10/6/2021

Date

Printed Name: B&B Holiday Decorating LLC - William Cielinski

Title: Owner

**VILLAGE OF TINLEY PARK**

BY:   
Michael Glotz, Village President  
(required if Contract is \$20,000 or more)

10/19/2021  
Date

ATTEST:  
  
Village Clerk  
(required if Contract is \$20,000 or more)

10/19/2021  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

## **SCOPE OF SERVICES**

Attached Scope of work for **Christmas Decorations** as detailed in:

- Proposal Title **Christmas Decorations** dated **October, 2021**



**Life Amplified**

**The Village of Tinley Park, Illinois  
REQUEST FOR PROPOSALS**

**2021-RFP-002 - Downtown Holiday Decorations**

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 three (3) packets. Submit one (1) original plus two (2) 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:** Monday, August 30, 2021, 11:00 AM at Zabrocki Plaza, Oak Park Ave and North Street.

**SUBMISSION DATE:** Tuesday, September 7, 2021 at 10:00 AM

Proposals received after the time specified will not be opened.

**CONTACT / QUESTIONS:** Submit questions via email to:

Kelly Mulqueeny at [kmulqueeny@tinleypark.org](mailto:kmulqueeny@tinleypark.org) and Mitch Murdock [mitchell.murdock@site-design.com](mailto:mitchell.murdock@site-design.com). 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 (Page 1)
- I. General Terms and Conditions (Pages 2-3)
- II. Background (Page 3)
- III. Scope of Services (Pages 4-7)
- IV. Requirements and Expectations (Page 7)
- V. Contract Termination (Page 7)
- VI. Certifications by Contractor and Insurance Requirements (8-12)
- VII. Cost Proposal Form (Page 13)
- VIII. Images (Page 14)

## **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 contract period is anticipated to begin on October 1, 2021 and end on March 1, 2022. There are two options for annual renewals, for a maximum total contract period three years.

### **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 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. Any addenda will be distributed through the QuestCDN system to all potential respondents known to have downloaded the RFP from QuestCDN. The Village of Tinley Park QuestCDN website is:

[https://qap.questcdn.com/qap/projects/prj\\_browse/ipp\\_browse\\_grid.html?projType=all&provider=6246123&group=6246123](https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=6246123&group=6246123).

**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. Required Insurance

**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 the Village of Tinley Park and/or references from other Municipalities;
- C. Demonstrated creativity and expertise in past holiday decoration installations;
- D. Cost Proposal

**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 holiday 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 and other decorations, 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 Contractor to assure that all specified holiday decorations are located, delivered to the site, and kept in good condition.

#### **1. Decoration Quantities and Locations**

The exact quantities of some items below may vary slightly from year to year depending on the condition and availability of decorations, existing trees being removed or new trees being planted, or specific design requests as directed by the Village. Unit costs will be used wherever possible. Contractor is responsible for the installation and removal, maintenance, packaging and unpackaging for storage, and transport to and from the Village storage location for the following list of decorations:

##### **A. Oak Park Avenue Train Station**

1. Exterior wreath to be hung on clock tower, and pre-lit LED garland hung along gutters on building. Garland is not needed around the clock tower. Wreath and garland materials are Village provided.
2. Wrap rope lights on light poles on platform (34 poles). Wrapped lights around platform light poles need to be all done in a consistent direction with equal spacing throughout. This needs to be done with a measured, consistent approach. Rope lights are Village provided.
3. Wrap trees on both sides of the platform (39 trees) with lights. (More specs on wrapping?) make an exhibit. Lights are Village provided.
4. Install ornaments on the tree at first parking lot entrance from the west along North St. Ornaments are Village provided.

##### **B. Zabrocki Plaza (West end of Oak Park Ave Train Station Parking Lot, North of RR Tracks)**

1. Installation and removal service for 30 foot Christmas tree (1). The Larger ornaments need to be more concentrated towards the bottom of the tree, and the smaller ornaments more concentrated at the top so there is the feel of an overall gradient from larger to smaller, going up the tree. 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. Report any damaged bulbs. Do not use any ornaments that are damaged. The tree and some ornaments are Village provided. Additional ornaments are contractor provided as detailed in section G of this Scope of Services.
2. Install and remove 13 Pre-lit Christmas trees. They are to be ground staked. Trees are 10' height and provided by the Village.
3. The 9 honeylocust trees, approximately 10" diameter, are to be wrapped along the trunk and branches down to 3" diameter. Approximately 25 sets of lights will be needed per tree. Lights are Contractor provided.

##### **C. Oak Park Avenue & Hickory St-**

1. Install and remove exterior white LED Christmas lights and Red and Silver Ball Ornaments on the live evergreen tree on the northwest corner of Oak Park Ave and Hickory St. The Larger ornaments need to be more concentrated towards the bottom of the tree, and the

smaller ornaments more concentrated at the top so there is the feel of an overall gradient from larger to smaller, going up the tree.

- D. Vogt Plaza (Southwest corner of Oak Park Ave and Hickory St)
  - 1. Install and remove 10 Pre-lit 10' Christmas trees. Trees are Village provided.
- E. Street Light Poles (Throughout Downtown Area)
  - 1. Install, remove, package and unpackage street light decorations. There are currently 140 sets of brackets installed on the poles where the trumpet decorations are being installed, however only 130 of them will be used in order to maintain 10 replacements. The brackets installation locations are in the downtown area focused on portions of Oak Park Ave and 173<sup>rd</sup> Pl. Exact locations will be directed by the Village. The 130 Street light decorations are Village provided.
- F. 80<sup>th</sup> Avenue Train Station
  - 1. Install and remove Garland on main Building. Estimated at 51-9 foot Pre-lit LED mixed noble garland, approximately 460 lf.
  - 2. Install and remove Garland on 3 smaller Buildings. Estimated at 42-9 foot Pre-lit LED mixed noble garland, approximately 380 lf.
  - 3. Install and remove 4 pre-lit Christmas trees at the main building. There are 4 medium sized trees.
- G. The Village is seeking separate one time pricing for the purchase of additional decorations, to be included as needed in installations for areas where the Village is providing ornaments for installation as detailed above:
  - 1. Silver and red shatterproof ornaments, 150 total for each size, in 10", 8" and 6".
- H. The Village is seeking separate one time pricing for the purchase of additional garland, to have the option to replace any garland that is Village provided and contractor installed as detailed above.
  - 1. Pre-lit LED mixed noble garland- 9 ft strand.

The holiday 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 designs for each area 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 using the unit pricing provided in the cost proposal. While individual lights and decorations are Village provided in some cases as detailed above, the main power setup, cables and connections are to be provided by the contractor.

It is the responsibility of the Contractor to locate, deliver to the site, and keep in good condition all material specified for each area. All wreaths, branches or flattened decorations 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 holiday decorating is the responsibility of the contractor and shall be incidental to the contract. Contractor shall never leave an area incomplete or unfinished in appearance. At the end of each work day, the round of work needs to be finished and the area needs to be presentable. Do not leave any uninstalled decorations on site. Any damaged decorations or anything in less than good condition shall not be installed and the Village shall be notified if replacements are needed.

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 multiple 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 Contractor is 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. Project Manager**

The Project Manager shall be present and available to coordinate with VOTP staff as needed throughout the installation and removal time period. A minimum of 5 years experience managing projects of similar size and scope is required.

**3. Timeline**

All decoration installations included in the contract shall be completed by November 26<sup>st</sup>, 2021 (the Friday after Thanksgiving) and remain up until January 5<sup>th</sup>, 2022. The lighting ceremony date is the first Friday night in December. In the initial contract year the lighting ceremony date is December 3<sup>rd</sup>, 2021. All installations to be up and completed the Friday before the lighting ceremony date for a test run. Project Manager and any appropriate crew members shall be present for the lighting ceremony date and the test run date in case there are any issues.

**4. Maintenance**

All decorations shall be kept in good condition, in presentable arrangement and with all the lights working. Maintenance costs shall be included in the unit costs provided in the cost proposal.

**IV. SUBMITTAL REQUIREMENTS**

1. Cost Proposal- Must be included in the submittal, broken down by each type of decoration as listed on the detailed pricing tab. Include any additional decorations or materials proposed as part of the submittal.
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.
5. Required Insurance Certificate- see page 3 for the insurance requirements. A copy of the Certificate of Insurance should be included with the submittal.
6. Certifications by Contractor
7. Bid Bond and Performance Bond- A bid bond, certified check/bank draft on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the

bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100% of the amount of the bid), with sureties to be approved by the Mayor and Board of Trustees for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

**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.

### Required Insurance

The selected Proposer, at its sole cost and expense, shall maintain at all times during the course of the Work, the following types of insurance:

- (1) Workers Compensation Insurance to cover full liability under Worker's Compensation laws of the State in which the project is located with Employers' Liability coverage in limit not less than \$1,000,000.00.
- (2) Comprehensive General Liability Insurance on an "occurrence" basis for the hazards of operations, independent contractors, products and completed operations (for two [2] years after the date of Final Acceptance of the Work by Owner), and contractual liability. Such Comprehensive General Liability insurance must include broad form property damage and afford coverage for "personal injury" liability insurance. All General Liability Insurance shall be per location aggregate. Such insurance shall include an endorsement providing that the insurance afforded under Contractor's policy is primary insurance as respects Owner and that any other insurance maintained by Owner is excess and noncontributing with the insurance required hereunder. The insurance required shall be in limits not less than the following:
  - a) Property damage and bodily injury liability:  
\$1,000,000 each occurrence  
\$2,000,000 aggregate
  - b) Personal injury liability:  
\$2,000,000 aggregate
- (3) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles. The insurance required shall be in limits not less than:
  - a) Property damage and bodily injury liability:  
\$1,000,000 each person  
\$1,000,000 each occurrence
- (4) Comprehensive Catastrophe Liability Insurance (Umbrella) of Two Million Dollars (\$2,000,000) on items 1, 2 and 3 above.
- (5) Errors and Omissions Insurance of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) aggregate.
- (6) The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys to be included as an additional insured for insurance coverage required in items 2, 3 and 4 above using the additional insured form ISO form CG 2010 (11/85) or its equivalent.

As evidence of coverage 1, 2, 3 and 4, Owner is to receive a certificate of insurance, setting forth the nature of the coverage, the limits of liability, the name of the insurance carrier, policy number, the date of expiration and listing the additional insured as set forth in item 6 above. Each carrier shall agree to furnish at least thirty- (30) day's prior written notice of cancellation or material change in coverage.

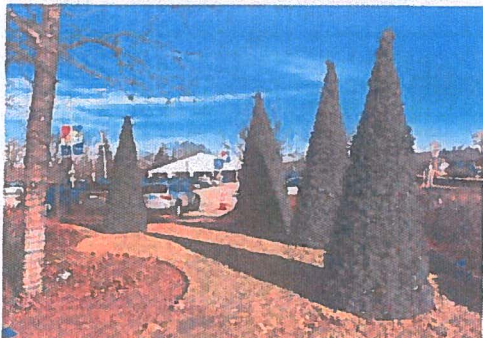


**TINLEY PARK DOWNTOWN HOLIDAY DECORATIONS RFP**  
Decoration Images  
August 19, 2021

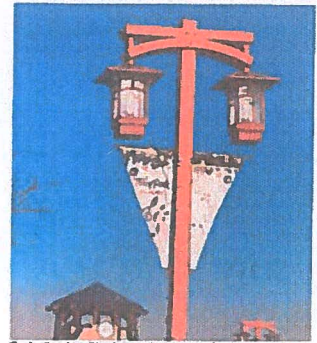
2500 South Michigan  
Suite 1000 Chicago, Illinois 60605  
Tel: 312 427 7210 Fax: 312 427 7241  
www.site-engineering.com



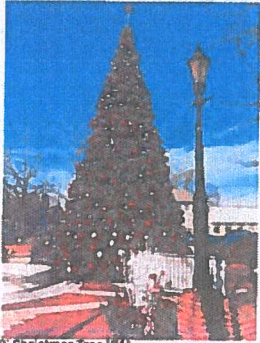
Street Light Pole Trumpet Decoration (E1)



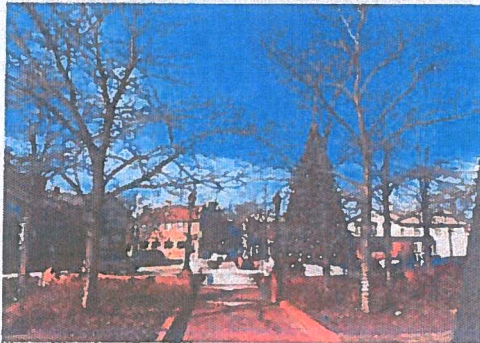
Pro-Lix 10' Trees (B2)



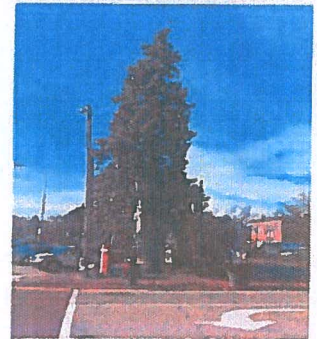
Train Station Platform Light Poles (A2)



30' Christmas Tree (B1)



Wrapped Honeylocust Trees (B3)



Live evergreen tree Oak Park Ave & Hickory St (C1)

**Downtown Holiday Decorations 2021**  
**Village of Tinley Park, IL**  
**B&B Holiday Decorating, LLC Proposal**  
**Holiday Lighting and Decorating Program**

Description	Scope of Work Section	Est. Qty	2021-22 Cost Per Item*	2021-22 TOTAL COST (Cost Per Item X Qty)	2022-23 Cost Per Item*	2022-23 TOTAL COST (Cost Per Item X Qty)	2023-24 Cost Per Item*	2023-24 TOTAL COST (Cost Per Item X Qty)
Clock Tower Decorations: wreath and garland along gutters	A1	1	\$1,136.00	\$1,136.00	\$1,170.00	\$1,170.00	\$1,206.00	\$1,206.00
Floral lights on light poles on platform	A2	34	\$22.49	\$764.32	\$23.75	\$787.10	\$23.84	\$810.56
Trees on either side of platform- wrap with lights	A3	39	\$500.00	\$19,500.00	\$516.00	\$20,066.00	\$630.00	\$20,670.00
Install ornaments on parking lot tree	A4	1	\$92.00	\$92.00	\$94.00	\$94.00	\$97.00	\$97.00
Additional Items								
Zenobee Plaza	B1	1	\$5,985.00	\$5,985.00	\$6,184.00	\$6,184.00	\$6,349.00	\$6,349.00
30' Christmas tree	B2	13	\$129.00	\$1,677.00	\$133.00	\$1,729.00	\$137.00	\$1,781.00
Pre-ill 10' Christmas trees	B3	9	\$817.00	\$7,353.00	\$841.00	\$7,569.00	\$868.00	\$7,794.00
Wrap LED lights around ~ 10" diameter honeylocust trees								
Additional Items								
Oak Park Ave. & Hickory St.	C1	1	\$4,083.00	\$4,083.00	\$4,206.00	\$4,206.00	\$4,331.00	\$4,331.00
Lights & ornaments on live evergreen tree								
Additional Items								
Vogel Plaza	D1	10	\$129.00	\$1,290.00	\$133.00	\$1,330.00	\$137.00	\$1,370.00
Pre-ill 10' Christmas trees								
Additional Items								
Silver Light Poles	E1	130	\$26.50	\$3,445.00	\$27.30	\$3,549.00	\$28.12	\$3,655.60
Trumpet decorations								
Additional Items								
4th Ave Train Station	F1	1	3.96 II	\$1,771.00	3.96 II	\$1,821.60	4.07 II	\$1,872.20
Pre-ill garland on main building	F2	3	3.85 II	\$1,465.00	3.96 II	\$1,504.80	4.07 II	\$1,546.60
Pre-ill garland on smaller buildings	F3	4	\$129.00	\$516.00	\$133.00	\$532.00	\$137.00	\$548.00
Pre-ill 10' Christmas Trees								
Additional Items								
<b>2021-22 TOTAL</b>				<b>\$49,074.32</b>	<b>2022-23 TOTAL</b>	<b>\$60,640.00</b>	<b>2023-24 TOTAL</b>	<b>\$62,028.96</b>

**Purchase and Installation of Additional Decorations**

Description	Est. Qty	2021-22 Cost Per Item*	2021-22 TOTAL COST (Cost Per Item X Qty)	2022-23 Cost Per Item*	2022-23 TOTAL COST (Cost Per Item X Qty)	2023-24 Cost Per Item*	2023-24 TOTAL COST (Cost Per Item X Qty)
Shatterproof Ornaments: 10", silver and red	G1	160	\$26.04	\$3,966.00	Unknown at this time	Unknown at this time	Unknown at this time
Shatterproof Ornaments: 8", silver and red	G1	160	\$18.86	\$2,879.00	but is expected that costs will go down as production levels increase	but is expected that costs will go down as production levels increase	but is expected that costs will go down as production levels increase
Shatterproof Ornaments: 6", silver and red	G1	160	\$7.42	\$1,130.00	will go down as production levels increase	will go down as production levels increase	will go down as production levels increase
Pre-ill LED mixed noble garland- 9 ft strand	H1	10	\$91.00	\$910.00			
<b>2021-22 TOTAL</b>			<b>\$8,785.00</b>	<b>\$8,785.00</b>	<b>2022-23 TOTAL</b>	<b>2022-23 TOTAL</b>	<b>2023-24 TOTAL</b>

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/5/2021

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).

<b>PRODUCER</b> BILL R SCHUTZ (03095) 51 W SEEGER RD STE 1 ARLINGTON HGTS, IL 60005-0000	<b>CONTACT NAME:</b> BILL R SCHUTZ	
	<b>PHONE (A/C No, Ext):</b> 847-690-1980	<b>FAX (A/C, No):</b> 847-690-1983
	<b>E-MAIL ADDRESS:</b> BILL.SCHUTZ@COUNTRYFINANCIAL.COM	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> COUNTRY Mutual Insurance Company	<b>NAIC #</b> 20990
	<b>INSURER B :</b>	
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AB9237461	3/7/2021	3/7/2022	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AB9237461	3/7/2021	3/7/2022	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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AU9261082	3/7/2021	3/7/2022	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	<input checked="" type="checkbox"/>	N/A	AW9237465	3/7/2021	3/7/2022	<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

(CONTINUED)

### CERTIFICATE HOLDER

VILLAGE OF TINLEY PARK  
16250 SOUTH OAK PARK AVENUE  
TINLEY PARK, IL 60477

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9237461		B & B HOLIDAY DECORATING LLC 2048-2068 FOSTER AVE WHEELING, IL 60090	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 10/5/2021	

**ADDITIONAL REMARKS**

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

**WAIVERS:**

SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):  
VILLAGE OF TINLEY PARK  
16250 SOUTH OAK PARK AVENUE  
TINLEY PARK, IL 60477

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**  
**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

**WORKERS COMPENSATION INSURANCE POLICY**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

**SCHEDULE**

Persons or organizations to whom a certificate of insurance has been issued and approved by us, and that certificate waives our rights of subrogation against the certificate holder under this policy and is in effect at the time of the occurrence.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b> VILLAGE OF TINLEY PARK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**VILLAGE OF TINLEY PARK  
2021-2022  
SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an 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 **Thirty seven thousand four hundred and twenty two 32/100 Dollars (\$37,422.32)**. Within thirty (30) 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 the Village Manager or his designee. 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. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

**Installation Prior to December 1 & Removal prior to January 21**

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, workers' compensation claims 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 Contractor's negligence under this Contract.**
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 negligence in its work to be performed hereunder. 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 Prevailing Wage Act as well as 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.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.



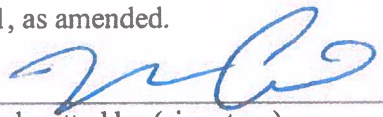
## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor 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 LLC - William Cielinski

Name of Contractor (please print)

  
Submitted by (signature)

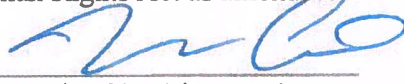
Owner  
Title

### 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.

B&B Holiday Decorating LLC - William Cielinski

Name of Contractor (please print)

  
Submitted by (signature)

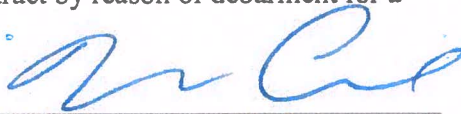
Owner  
Title

### 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.

B&B Holiday Decorating LLC - William Cielinski

Name of Contractor (please print)

  
Submitted by (signature)

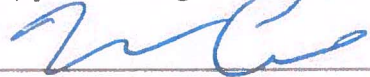
Owner  
Title

**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.

B&B Holiday Decorating LLC - William Cielinski

Name of Contractor (please print)



Submitted by (signature)

Owner

Title

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

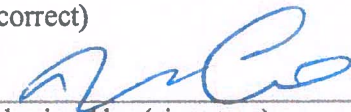
The undersigned hereby certifies that:

- 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)

B&B Holiday Decorating LLC - William Cielinski

Name of Contractor (please print)



Submitted by (signature)

Owner

Title

**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

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://www.state.il.us/agency/idol/rates/rates.HTM>. 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.

Does not apply to this RFP

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Does not apply to this RFP

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Submitted by (signature)

\_\_\_\_\_  
Title

**Employment of Illinois Workers on Public Works Act**

The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

**B&B Holiday Decorating LLC - William Cielinski**

\_\_\_\_\_  
Name of Contractor (please print)

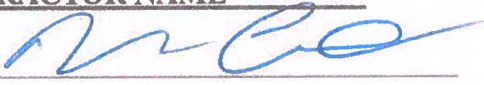


\_\_\_\_\_  
Submitted by (signature)

**Owner**

\_\_\_\_\_  
Title

**CONTRACTOR NAME**

BY: 

10/6/2021

Date

Printed Name: B&B Holiday Decorating LLC - William Cielinski


Title: Owner

**VILLAGE OF TINLEY PARK**

BY:   
Michael Glotz, Village President  
*(required if Contract is \$20,000 or more)*

\_\_\_\_\_  
Date

**ATTEST:**

  
Village Clerk  
*(required if Contract is \$20,000 or more)*

\_\_\_\_\_  
Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

## SCOPE OF SERVICES

Attached Scope of work for **Christmas Decorations** as detailed in:

- Proposal Title *Christmas Decorations* dated **October, 2021**



The Village of Tinley Park, Illinois  
**REQUEST FOR PROPOSALS**

**2021-RFP-002 - Downtown Holiday Decorations**

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 three (3) packets. Submit one (1) original plus two (2) 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:** Monday, August 30, 2021, 11:00 AM at Zabrocki Plaza, Oak Park Ave and North Street.

**SUBMISSION DATE:** Tuesday, September 7, 2021 at 10:00 AM

Proposals received after the time specified will not be opened.

**CONTACT / QUESTIONS:** Submit questions via email to:

Kelly Mulqueeny at [kmulqueeny@tinleypark.org](mailto:kmulqueeny@tinleypark.org) and Mitch Murdock [mitchell.murdock@site-design.com](mailto:mitchell.murdock@site-design.com). 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 (Page 1)
- I. General Terms and Conditions (Pages 2-3)
- II. Background (Page 3)
- III. Scope of Services (Pages 4-7)
- IV. Requirements and Expectations (Page 7)
- V. Contract Termination (Page 7)
- VI. Certifications by Contractor and Insurance Requirements (8-12)
- VII. Cost Proposal Form (Page 13)
- VIII. Images (Page 14)

## **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 contract period is anticipated to begin on October 1, 2021 and end on March 1, 2022. There are two options for annual renewals, for a maximum total contract period three years.

### **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 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. Any addenda will be distributed through the QuestCDN system to all potential respondents known to have downloaded the RFP from QuestCDN. The Village of Tinley Park QuestCDN website is:



[https://qap.questcdn.com/qap/projects/prj\\_browse/ipp\\_browse\\_grid.html?projType=all&provider=6246123&group=6246123](https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=6246123&group=6246123).

**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. Required Insurance

**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 the Village of Tinley Park and/or references from other Municipalities;
- C. Demonstrated creativity and expertise in past holiday decoration installations;
- D. Cost Proposal

**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 holiday 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 and other decorations, 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 Contractor to assure that all specified holiday decorations are located, delivered to the site, and kept in good condition.

#### **1. Decoration Quantities and Locations**

The exact quantities of some items below may vary slightly from year to year depending on the condition and availability of decorations, existing trees being removed or new trees being planted, or specific design requests as directed by the Village. Unit costs will be used wherever possible. Contractor is responsible for the installation and removal, maintenance, packaging and unpacking for storage, and transport to and from the Village storage location for the following list of decorations:

##### **A. Oak Park Avenue Train Station**

1. Exterior wreath to be hung on clock tower, and pre-lit LED garland hung along gutters on building. Garland is not needed around the clock tower. Wreath and garland materials are Village provided.
2. Wrap rope lights on light poles on platform (34 poles). Wrapped lights around platform light poles need to be all done in a consistent direction with equal spacing throughout. This needs to be done with a measured, consistent approach. Rope lights are Village provided.
3. Wrap trees on both sides of the platform (39 trees) with lights. (More specs on wrapping?) make an exhibit. Lights are Village provided.
4. Install ornaments on the tree at first parking lot entrance from the west along North St. Ornaments are Village provided.

##### **B. Zabrocki Plaza (West end of Oak Park Ave Train Station Parking Lot, North of RR Tracks)**

1. Installation and removal service for 30 foot Christmas tree (1). The Larger ornaments need to be more concentrated towards the bottom of the tree, and the smaller ornaments more concentrated at the top so there is the feel of an overall gradient from larger to smaller, going up the tree. 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. Report any damaged bulbs. Do not use any ornaments that are damaged. The tree and some ornaments are Village provided. Additional ornaments are contractor provided as detailed in section G of this Scope of Services.
2. Install and remove 13 Pre-lit Christmas trees. They are to be ground staked. Trees are 10' height and provided by the Village.
3. The 9 honeylocust trees, approximately 10" diameter, are to be wrapped along the trunk and branches down to 3" diameter. Approximately 25 sets of lights will be needed per tree. Lights are Contractor provided.

##### **C. Oak Park Avenue & Hickory St-**

1. Install and remove exterior white LED Christmas lights and Red and Silver Ball Ornaments on the live evergreen tree on the northwest corner of Oak Park Ave and Hickory St. The Larger ornaments need to be more concentrated towards the bottom of the tree, and the

smaller ornaments more concentrated at the top so there is the feel of an overall gradient from larger to smaller, going up the tree.

- D. Vogt Plaza (Southwest corner of Oak Park Ave and Hickory St)
  - 1. Install and remove 10 Pre-lit 10' Christmas trees. Trees are Village provided.
- E. Street Light Poles (Throughout Downtown Area)
  - 1. Install, remove, package and unpackage street light decorations. There are currently 140 sets of brackets installed on the poles where the trumpet decorations are being installed, however only 130 of them will be used in order to maintain 10 replacements. The brackets installation locations are in the downtown area focused on portions of Oak Park Ave and 173<sup>rd</sup> Pl. Exact locations will be directed by the Village. The 130 Street light decorations are Village provided.
- F. 80<sup>th</sup> Avenue Train Station
  - 1. Install and remove Garland on main Building. Estimated at 51-9 foot Pre-lit LED mixed noble garland, approximately 460 lf.
  - 2. Install and remove Garland on 3 smaller Buildings. Estimated at 42-9 foot Pre-lit LED mixed noble garland, approximately 380 lf.
  - 3. Install and remove 4 pre-lit Christmas trees at the main building. There are 4 medium sized trees.
- G. The Village is seeking separate one time pricing for the purchase of additional decorations, to be included as needed in installations for areas where the Village is providing ornaments for installation as detailed above:
  - 1. Silver and red shatterproof ornaments, 150 total for each size, in 10", 8" and 6".
- H. The Village is seeking separate one time pricing for the purchase of additional garland, to have the option to replace any garland that is Village provided and contractor installed as detailed above.
  - 1. Pre-lit LED mixed noble garland- 9 ft strand.

The holiday 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 designs for each area 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 using the unit pricing provided in the cost proposal. While individual lights and decorations are Village provided in some cases as detailed above, the main power setup, cables and connections are to be provided by the contractor.

It is the responsibility of the Contractor to locate, deliver to the site, and keep in good condition all material specified for each area. All wreaths, branches or flattened decorations 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 holiday decorating is the responsibility of the contractor and shall be incidental to the contract. Contractor shall never leave an area incomplete or unfinished in appearance. At the end of each work day, the round of work needs to be finished and the area needs to be presentable. Do not leave any uninstalled decorations on site. Any damaged decorations or anything in less than good condition shall not be installed and the Village shall be notified if replacements are needed.

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 multiple 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 Contractor is 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. Project Manager**

The Project Manager shall be present and available to coordinate with VOTP staff as needed throughout the installation and removal time period. A minimum of 5 years experience managing projects of similar size and scope is required.

**3. Timeline**

All decoration installations included in the contract shall be completed by November 26<sup>st</sup>, 2021 (the Friday after Thanksgiving) and remain up until January 5<sup>th</sup>, 2022. The lighting ceremony date is the first Friday night in December. In the initial contract year the lighting ceremony date is December 3rd, 2021. All installations to be up and completed the Friday before the lighting ceremony date for a test run. Project Manager and any appropriate crew members shall be present for the lighting ceremony date and the test run date in case there are any issues.

**4. Maintenance**

All decorations shall be kept in good condition, in presentable arrangement and with all the lights working. Maintenance costs shall be included in the unit costs provided in the cost proposal.

**IV. SUBMITTAL REQUIREMENTS**

1. Cost Proposal- Must be included in the submittal, broken down by each type of decoration as listed on the detailed pricing tab. Include any additional decorations or materials proposed as part of the submittal.
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.
5. Required Insurance Certificate- see page 3 for the insurance requirements. A copy of the Certificate of Insurance should be included with the submittal.
6. Certifications by Contractor
7. Bid Bond and Performance Bond- A bid bond, certified check/bank draft on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the

bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100% of the amount of the bid), with sureties to be approved by the Mayor and Board of Trustees for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

**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.

### Required Insurance

The selected Proposer, at its sole cost and expense, shall maintain at all times during the course of the Work, the following types of insurance:

- (1) Workers Compensation Insurance to cover full liability under Worker's Compensation laws of the State in which the project is located with Employers' Liability coverage in limit not less than \$1,000,000.00.
- (2) Comprehensive General Liability Insurance on an "occurrence" basis for the hazards of operations, independent contractors, products and completed operations (for two [2] years after the date of Final Acceptance of the Work by Owner), and contractual liability. Such Comprehensive General Liability insurance must include broad form property damage and afford coverage for "personal injury" liability insurance. All General Liability Insurance shall be per location aggregate. Such insurance shall include an endorsement providing that the insurance afforded under Contractor's policy is primary insurance as respects Owner and that any other insurance maintained by Owner is excess and noncontributing with the insurance required hereunder. The insurance required shall be in limits not less than the following:
  - a) Property damage and bodily injury liability:  
\$1,000,000 each occurrence  
\$2,000,000 aggregate
  - b) Personal injury liability:  
\$2,000,000 aggregate
- (3) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles. The insurance required shall be in limits not less than:
  - a) Property damage and bodily injury liability:  
\$1,000,000 each person  
\$1,000,000 each occurrence
- (4) Comprehensive Catastrophe Liability Insurance (Umbrella) of Two Million Dollars (\$2,000,000) on items 1, 2 and 3 above.
- (5) Errors and Omissions Insurance of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) aggregate.
- (6) The Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys to be included as an additional insured for insurance coverage required in items 2, 3 and 4 above using the additional insured form ISO form CG 2010 (11/85) or its equivalent.

As evidence of coverage 1, 2, 3 and 4, Owner is to receive a certificate of insurance, setting forth the nature of the coverage, the limits of liability, the name of the insurance carrier, policy number, the date of expiration and listing the additional insured as set forth in item 6 above. Each carrier shall agree to furnish at least thirty- (30) day's prior written notice of cancellation or material change in coverage.



**Downtown Holiday Decorations 2021**  
**Village of Tinney Park, IL**  
**B&B Holiday Decorating, LLC Proposal**  
**Holiday Lighting and Decorating Program**

Description	Scope of Work Section	Est. Qty.	2021-22 Cost Per Item*	2021-22 TOTAL COST (Cost Per Item X Qty.)	2022-23 Cost Per Item*	2022-23 TOTAL COST (Cost Per Item X Qty.)	2023-24 Cost Per Item*	2023-24 TOTAL COST (Cost Per Item X Qty.)
Oak Park Ave Train Station								
Clock Tower Decorations- wreath and garland along gutters	A1	1	\$1,135.00	\$1,135.00	\$1,170.00	\$1,170.00	\$1,205.00	\$1,205.00
Rope lights on light poles on platform	A2	34	\$22.49	\$764.32	\$23.15	\$787.10	\$23.84	\$810.56
Trees on either side of platform- wrap with lights	A3	39	\$500.00	\$19,500.00	\$615.00	\$20,085.00	\$630.00	\$20,670.00
Install ornaments on parking lot tree	A4	1	\$92.00	\$92.00	\$94.00	\$94.00	\$97.00	\$97.00
Additional Items:								
Zabrocki Plaza								
30' Christmas tree	B1	1	\$5,985.00	\$5,985.00	\$6,164.00	\$6,164.00	\$6,349.00	\$6,349.00
Pre-ill 10' Christmas trees	B2	13	\$129.00	\$1,677.00	\$133.00	\$1,729.00	\$137.00	\$1,781.00
Wrap LED lights around ~10" diameter honeylocust trees	B3	9	\$817.00	\$7,353.00	\$841.00	\$7,569.00	\$866.00	\$7,794.00
Additional Items:								
Oak Park Ave & Hickory St								
Lights & ornaments on live evergreen tree	C1	1	\$4,083.00	\$4,083.00	\$4,205.00	\$4,205.00	\$4,331.00	\$4,331.00
Additional Items:								
West Plaza								
Pre-ill 10' Christmas trees	D1	10	\$129.00	\$1,290.00	\$133.00	\$1,330.00	\$137.00	\$1,370.00
Additional Items:								
Street Light Poles								
Trumpet decorations	E1	130	\$35.50	\$4,615.00	\$27.30	\$3,549.00	\$28.12	\$3,655.60
Additional Items:								
80th Ave Train Station								
Pre-ill garland on main building	F1	1	3.95	\$3.95	3.95	\$3.95	\$4.07	\$4.07
Pre-ill garland on smaller buildings	F2	3	3.95	\$11.85	3.95	\$11.85	\$4.07	\$12.21
Pre-ill 10' Christmas Trees	F3	4	\$129.00	\$516.00	\$133.00	\$532.00	\$137.00	\$548.00
Additional Items:								
<b>2021-22 TOTAL</b>			<b>\$49,074.32</b>	<b>\$49,074.32</b>	<b>2022-23 TOTAL</b>	<b>\$40,640.60</b>	<b>2023-24 TOTAL</b>	<b>\$52,029.96</b>

**Purchase and Installation of Additional Decorations**

Description	2021-22 Cost Per Item*	2021-22 TOTAL COST (Cost Per Item X Qty.)	2022-23 Cost Per Item*	2022-23 TOTAL COST (Cost Per Item X Qty.)	2023-24 Cost Per Item*	2023-24 TOTAL COST (Cost Per Item X Qty.)
Shatterproof Ornaments, 10", silver and red	\$25.04	\$3,906.00	Unknown at this time	Unknown at this time	Unknown at this time	Unknown at this time
Shatterproof Ornaments, 6", silver and red	\$18.86	\$2,829.00	but is expected that costs will go down as production levels increase	but is expected that costs will go down as production levels increase	but is expected that costs will go down as production levels increase	but is expected that costs will go down as production levels increase
Shatterproof Ornaments, 6", silver and red	\$7.42	\$1,113.00	will go down as production levels increase	will go down as production levels increase	will go down as production levels increase	will go down as production levels increase
Pre-ill LED mixed noble garland- 9 ft strand	\$91.00	\$910.00	levels increase	levels increase	levels increase	levels increase
<b>2021-22 TOTAL</b>		<b>\$8,758.00</b>	<b>2022-23 TOTAL</b>	<b>2022-23 TOTAL</b>	<b>2023-24 TOTAL</b>	<b>2023-24 TOTAL</b>



**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)





### ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER AB9237461		B & B HOLIDAY DECORATING LLC 2048-2068 FOSTER AVE WHEELING, IL 60090	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 10/5/2021	

**ADDITIONAL REMARKS**

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

WAIVERS:  
SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):  
VILLAGE OF TINLEY PARK  
16250 SOUTH OAK PARK AVENUE  
TINLEY PARK, IL 60477

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**  
**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

**WORKERS COMPENSATION INSURANCE POLICY**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

**SCHEDULE**

Persons or organizations to whom a certificate of insurance has been issued and approved by us, and that certificate waives our rights of subrogation against the certificate holder under this policy and is in effect at the time of the occurrence.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**  
VILLAGE OF TINLEY PARK

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.