

**REQUEST FOR PROPOSALS  
FOR THE  
CITY OF PARK RIDGE  
TASTE EVENT**



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# **CITY OF PARK RIDGE, ILLINOIS REQUEST FOR PROPOSAL**

## **2012 Park Ridge Taste Event**

The City of Park Ridge invites qualified organizations and/or vendors to submit proposals for the operation, management, and associated fundraising activities involved in presenting a three-day event, the Park Ridge Taste Event (hereafter the "Event"), beginning in 2012. The Event will occur on the City's Summit Avenue, between Prospect and Touhy Avenues. If awarded, the contract will be for a one-year period. The City reserves the right to negotiate up to two additional future year events with the chosen vendor following completion of the 2012 event and evaluation of their performance.

A mandatory pre-bid conference will be held between 11:00a.m. and 12:00p.m. on Friday, December 16, 2011, in the Mayor's Conference Room in City Hall, 505 Butler Place, Park Ridge, IL 60068, second floor.

In accordance with the specifications of the Request for Proposal (RFP), two hard copies and one digital copy of the sealed proposals will be received by the City Manager's Office in City Hall until 4:00p.m. (CST), on Wednesday, December 28, 2011. Late proposals will not be considered.

A copy of the RFP may be obtained from the City's web site at [www.parkridge.us](http://www.parkridge.us).

Sealed proposals shall be plainly marked "RFP Taste Event". Proposals may be mailed to:

Jim Hock-Special Event Manager  
City of Park Ridge  
505 Butler Place  
Park Ridge, IL 60068

Hand-delivered proposals must be delivered to the Special Event Manager in the City Manager's Office.

Proposals shall be prepared at the bidder's expense and become a City record and therefore a public record.

The lowest responsible and best proposal shall be accepted provided, however, that the City, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

## **PART I: General RFP Information**

Park Ridge, Illinois, is a picturesque suburb of 37,775 residents, located 15 miles northwest of downtown Chicago, in a key geographic location close to O'Hare Airport, major expressways and rail transportation. It has a strong small-town, hometown charm, with cupolas, church spires and the 100-foot tower of the historic Art Deco Pickwick Theatre defining its unique skyline. Its slogan, "A Wonderful Place," describes a prime residential community with tree-lined streets, pleasing architecture, and outstanding schools, parks and library. Park Ridge is a welcoming community, open to everyone who wishes to take advantage of all we have to offer.

The City of Park Ridge invites qualified organizations and/or vendors to submit proposals for operation, management, and associated fundraising activities involved in presenting a three-day event, the Park Ridge Taste Event, beginning in 2012 (herein referred to as the Event). The Event will occupy the City of Park Ridge's street across from our Uptown train station. If awarded, the contract will be for a one-year period with a City option of up to two additional years.

### **Background Information**

The Park Ridge Event is the premier annual community event that features the many restaurants in our City. The Event is held in our Uptown and for the past several years has been attended by thousands of visitors each day.

The Event is intended to promote a sense of community that is welcoming and friendly, one that draws the greater community together to enjoy a variety of musical performances, and a range of refreshments.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. All late proposals that are received by the City shall be returned unopened to the vendor submitting the proposal. Proposals that are in transit (U.S. Mail, Federal Express, etc.) at the aforementioned time and date shall not receive consideration and shall be returned unopened.

A Review Committee comprised of City personnel from various Departments will evaluate proposals. During the evaluation process, the Review Committee reserves the right, whenever it may serve the City's best interest, to request additional information or clarifications from firms, or to allow for corrections of errors or omissions.

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The City reserves the right to reject any or all proposals submitted, to retain all proposals submitted, and to use any ideas in a proposal or interview regardless of whether the proposing firm is selected.

Submitting a proposal to the City indicates acceptance by the vendor of the conditions contained in this RFP. Vendors are hereby notified that all information submitted as part of, or in support of, proposals will remain confidential until the date of award; thereafter the documents will be available for public inspection in compliance with Illinois State Statutes.

Vendors will not be required to submit bid bonds nor performance and payment bonds for this **Request for Proposal**.

#### Procurement Schedule

Note: The City reserves the right to adjust this schedule as necessary.

#### TENTATIVE RFP SCHEDULE

RFP issued. ....	November 18, 2011
Mandatory pre-bid conference.....	11:00am, Friday, December 16, 2011
Proposal responses due.....	4:00 p.m., Wednesday, December 28, 2011
Bid Opening.....	4:30 p.m., Wednesday, December 28, 2011

#### Mandatory Pre-Bid Conference

The mandatory pre-bid conference will be held between 11:00a.m. and 12:30p.m. at City Hall on December 16, 2011 in the Mayor's Conference Room. The pre-bid conference is required attendance for anyone submitting a proposal. Anyone unable to physically attend the conference may attend via conference call. If you are interested in attending the conference via conference call you must contact the Special Event Manager for further details.

#### Bid Opening

The proposal opening will be held on December 28, 2011 at 4:30 p.m. local time, at Park Ridge City Hall, at which time all the names of firms submitting proposals will be publicly opened and read. All proposals must be received prior to the date and time shown above.

#### Project Contact Information

Upon release of this RFP, all communications concerning the overall RFP should be directed to the Special Event Manager listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Only written statements issued by the Special Event Manager should be considered as reliable.

Jim Hock, Special Event Manager  
City of Park Ridge  
505 Butler Place  
Park Ridge, IL 60068  
847-318-5205  
[jhock@parkridge.us](mailto:jhock@parkridge.us)

#### Q & A Regarding the RFP

Interested parties requesting clarification of the RFP requirements may submit written questions the Special Event Manager at any time up to 4:00 pm (CST) on December 27<sup>th</sup>, 2011. Written copies of questions and answers will be posted and provided to all parties who have registered via the City's website: [www.parkridge.us](http://www.parkridge.us).

Questions may be sent to [jhock@parkridge.us](mailto:jhock@parkridge.us).

#### Scope of Services

The City of Park Ridge is seeking qualified organizations and/or vendors to provide all services related to planning, programming, operation, management, and follow-up of all Event activities, including support for fundraising activities being conducted by the City.

The selected contractor will, at a minimum, implement the Event Goals, listed in Attachment B, in ways that demonstrate and convey the City of Park Ridge's commitment to being a sustainable community and healthy environment; and create an enjoyable experience for the community.

Qualified organizations and/or contractors should prepare proposals that describe in detail their approach to meeting the Event's goals using a detailed day-by-day outline of proposed programs and activities that will be conducted during the Event. Proposals should list the specific theme, *e.g.* logo/catchphrase, that is proposed and the types of vendors for the Event including: food and beverage; music and dance performances; children, youth and family games, etc. The selected contractor will provide all necessary services and pay all associated fees required to produce, operate, and manage the Event in accordance with all applicable state and local laws and regulations, including but not limited to required permits, approvals and logistical support costs.

The selected contractor will coordinate and ensure all pre-event planning, day-of-event activities, and post-event clean up and follow-up with the City's Special Event Management Team and other required City staff identified in the sample contract (Attachment C).

The general scope of services includes but is not limited to:

1. Implementation of the City's Event Goals (Attachment B);
2. Management of all Event planning, permitting, operations and post-event follow-up in accordance with City regulations and deadlines;
3. Management and supervision of all Event staff, volunteers, vendors, sub-contract musicians and directed participants;
4. Timely payment of all identified City of Park Ridge direct and logistical costs associated the Event.
5. Creation of an Advertising and Marketing Plan for the Event;

6. Proposal for a revenue-sharing mechanism between the Event contractor and City of Park Ridge.
- 

Selection process:

The review committee will make a recommendation to the Finance & Budget Committee of the Whole on January 9<sup>th</sup> and they will discuss and make a recommendation to the City Council at that time.

## **PART II: Required for Proposal Response**

### **PROPOSAL CONTENT**

The proposal must contain all of the following information in the same sequence as presented below. Each proposal must provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP. Please limit the length of proposal sections to the maximum pages noted.

1. **Cover Letter**  
Provide a cover letter containing contact information, summary of related background experience and a short summary of how the organization and/or vendor will meet the Event Goals (2 pages maximum).
2. **Disclosure**  
Provide a detailed listing of any litigation in which the vendor or any officer or owner of vendor is or has been involved in other events they have managed during the last ten years.
3. **Project Approach**  
Proposal must include and will be judged on the following:
  - a. Provide an overall organization/vendor description and identify the primary contact person/project manager and project roles and designated responsibilities of contractor and any sub-contractor or other contributor (3 pages maximum);
  - b. Describe the overall project approach for the operation and management of the Event and provide an explanation of the proposed Event. Include details related to items such as: thematic areas; proposed lay out of areas; themes; music; theater; dance; or other items that identify what the Event will encompass and provide to the community (4 pages maximum);
  - c. Provide resumes of key individuals associated with this proposal (1 page maximum each);
  - d. Provide a detailed business plan that sets forth and ensures the overall sustainability of the Event for the long term, including all related Event contractor costs, projected cost recovery/gross revenues, and projected net revenues planned by vendor and the percent of gross revenues provided to the City, beyond Event requirements for City services in each of the planned event years (3 pages maximum);
  - e. Provide a timeline detailing how the contractor intends to manage all Event planning, permitting, operations, and follow-up responsibilities in accordance with regulations and deadlines (1 page maximum);



- f. Describe and provide three to five references demonstrating the contractor's involvement in the successful operation and management of at least three other events similar in size and scope to the Event (2 pages maximum);
- g. Provide three to five references to demonstrate the contractor's proven record of effective business relationships, meeting contractual deadlines, and maintaining professional conduct with other agencies, event sub-contractors, and vendors (2 pages maximum);
- h. Complete Form 1, Acceptance of Terms and Conditions.

**Form 1 – Acceptance of Terms and Conditions**

Use this form to indicate exceptions that your firm takes to any terms and conditions listed in the Draft Contract Boilerplate attached to this RFP. Proposers which take exception to terms or conditions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception shall mean that the proposer accepts the terms and conditions of the Contract. Note that certain exceptions may be a basis for disqualification.

If your firm takes no exception to the terms and conditions, please indicate here: \_\_\_\_\_

List exceptions here: \_\_\_\_\_

\_\_\_\_\_

Signed,

By: \_\_\_\_\_

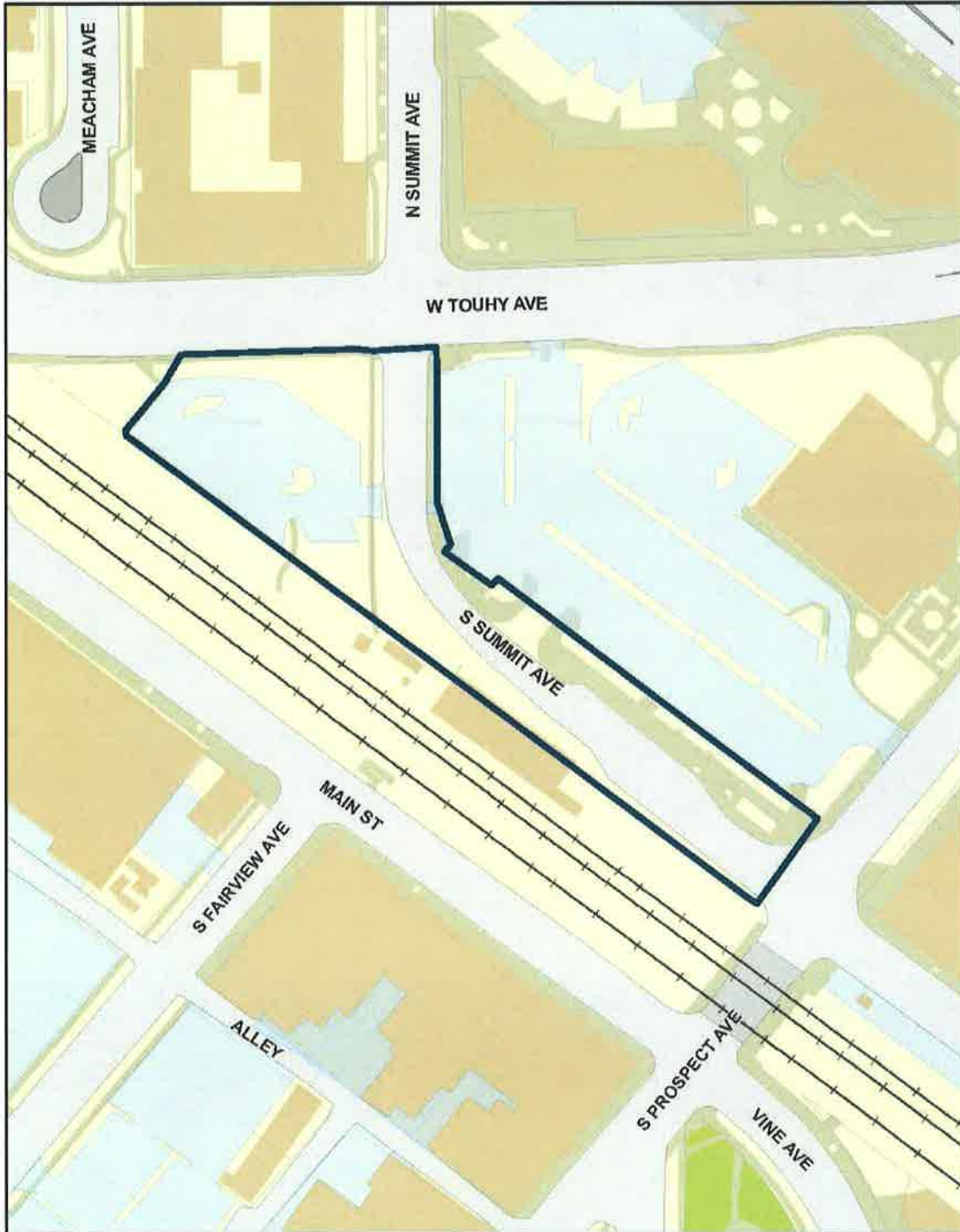
Title: \_\_\_\_\_

Date: \_\_\_\_\_

For: \_\_\_\_\_

# ATTACHMENT A

## EVENT USE AREA MAP



## **ATTACHMENT B**

### **CITY'S EVENT GOALS**

Celebrate the Park Ridge community and its unique values.

Create a sense of community around the overarching theme of healthy lifestyles and local foods.

Provide an opportunity for the Park Ridge community to participate in a celebratory event that offers three days of all-ages activities, games, musical and dance performances, and unique refreshments.

Increase outreach and integration of the entire Park Ridge community into the event.

Provide and enhance collaboration with other community-based organizations.

Create a community values-driven and fun experience for residents and visitors.

Have minimal direct costs to the City of Park Ridge while enhancing the economic vitality of the community.

# ATTACHMENT C

## CITY OF PARK RIDGE DRAFT SERVICES CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF PARK RIDGE, hereinafter referred to as the "City", and \_\_\_\_\_, hereinafter referred to as the "Contractor."

### RECITALS

The City is desirous of contracting with one company for services pertaining to the Park Ridge Taste Event (the "Event") for the period from \_\_\_\_\_ to \_\_\_\_\_, inclusive; and

The Contractor has submitted the lowest and best bid for said \_\_\_\_\_.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein stated, the parties agree as follows:

1. The City agrees to use the Contractor's services in connection with the Event, needed and required by it during the term of \_\_\_\_\_ to \_\_\_\_\_, inclusive, and the Contractor covenants and agrees to provide said services as required and requested by the City during said period, as follows:

### A. Park Ridge Taste Event: Event and License Information

#### Event Area

The City hereby grants a non-exclusive license for the Contractor to use that portion of the "Use Area" as described in Attachment A for the Event, and set up/take down during the following five days: Wednesday, July 11, 2012 through Sunday, July 15, 2012

#### Public Use Hours

The Event shall take place from 11:00 AM to 10:00 PM on Thursday, Friday and Saturday, July 12-14, 2012

#### Event Set-Up and Take-Down

Contractor agrees to abide by the following standards: The street will be closed beginning 7:00 a.m. on Wednesday, July 11, 2012 and reopen by Sunday, July 14, 2012 at 12:00 noon.

#### Grounds and Structures Inspection, Clean up and Restoration Standards

Contractor agrees to abide by the procedures and standards set forth as follows: Necessary garbage containers will be placed throughout the event area and never overflowing. A waste dumpster shall be in the Library parking lot to serve as a garbage repository. Bathroom facilities provided by the Contractor will be clean and maintained throughout the Event. Any necessary grease removal from the sidewalks will be completed within 48 hours of the Event. The METRA train station property will be litter free and regularly monitored during the event.

## **B. Contractor's Scope of Work**

Contractor shall provide all services and timely pay all associated fees related to planning, programming, operation, management and follow up of all Event activities including but not limited to support and accommodation of fundraising activities being conducted by the City at the Event. Contractor shall implement a viable business plan to ensure the overall sustainability of the Event for, at a minimum, the term of this contract.

### Action and Payment Deadlines

Contractor shall provide payment to the City for services within 30 days of the Event. Any additional profit sharing as approved shall also be paid within 30 days of the Event.

### Guiding Principles for Department Sponsored Special Events

Contractor agrees to cooperate and support furtherance of the City's Guiding Principles for Sponsored Special Events as follows:

Events should include a revenue or profit sharing dimension.

Any charges should be market-based event fees as appropriate.

Events should be compatible with the neighborhood.

Event production vendors, if any, and food vendors should be local vendors first.

### Marketing and Publicity

Contractor shall create an advertising and marketing plan. Such plan shall be subject to City approval and shall be implemented by Contractor. The Contractor and the City staff will meet by March 2012, to coordinate marketing efforts.

The City must approve all marketing materials prior to their distribution. All forms of Event signage, marketing materials, and associated advertising shall recognize the City of Park Ridge.

### Revenue Sharing

Contractor shall abide by a revenue sharing arrangement as agreed upon by both parties. (to be determined)

### Financial Records

The City has a responsibility to the community to ensure that monies raised in the name of a City event are professionally managed and reflect the goals of the Event. To that end, within 45 days of the event, the Contractor shall provide the City for its review financial records that follow standard accounting practices including but not limited to actual expense by category and final gross/net revenue totals by category.

## **C. City's Responsibilities**

### Risk Management

The City's Risk Manager's role is to manage the risk exposure to the City only.

The Contractor is required to retain its own Risk Manager for the purpose of managing the risk exposure to the Contractor.

### Advertising

The City will provide, at no cost to Contractor, some advertising for the Event through the City social media applications, and City website. The Contractor and the City staff will meet by March 2012 to coordinate marketing efforts.

## **D. Fees, Costs and Deposits**

Contractor agrees to timely pay for the following:

### City Service Costs (approximate and subject to change)

City water \$125

Environmental Health Permits \$600

Fire Department \$4,250

Police Department \$8,400

Public Works Department \$7,000

## **E. Supervision of Volunteers**

The Contractor shall supervise and manage and have sole responsibility for all persons, including but not limited to, volunteers and independent contractors who participate in the Event. The Contractor shall exercise its bona fide best efforts to assure that all such volunteers sign statements indicating that they understand and agree that they are functioning as volunteers on behalf of the Event, that they waive any right to recourse against the City for any damage or injury that may occur to them or their family or their property in any way relating to the Event. The Contractor shall ensure that all independent contractors sign an indemnification in a form acceptable to the City.

The Contractor is responsible for the conduct of its employees, agents, guests and volunteers at all times while using the Use Area. All employees, agents, and guests of the Contractor and volunteers, must act and conduct themselves in a courteous and considerate manner while in the Use Area, and abide by all applicable laws, ordinances, and Rules and Regulations.

Contractor agrees that it will indemnify and hold harmless the City from and against any liability that may be incurred by the City as a result of any acts by any person, including volunteers engaged by the Contractor.

## **F. Compliance with Laws**

Contractor agrees to produce, operate, and manage the Event in accordance with all applicable state and local laws and regulations; including but not limited to obtaining the required permits and approvals for such use.

## **G. Copyright and Performance Rights**

The Contractor warrants and represents that it has obtained the appropriate performance licenses necessary for the Event on the dates and times specified. City has no responsibility to confirm that such performance licenses have been granted to the Contractor, nor does the City have any responsibility to obtain any performance licenses on behalf of the Contractor. The Contractor agrees to pay all performing rights licensing fees to BMI, ASCAP, or other performing rights organizations for performances held at the Event per the rate specified by such licensing organizations. City holds no responsibility for these payments.

## **H. Trademark License**

Subject to the terms set forth in this Agreement, the City grants Contractor a revocable, non-exclusive, non-transferable, royalty-free license to use any symbols trademarked by the City. Contractor will not contest, object to, or otherwise challenge the City's use or federal registration of the Marks, during the term of this contract or after its termination or expiration.

### **Quality Control:**

Prior to using the Marks on any signage, advertisement, T-Shirt, or other promotional item, Contractor will provide the City with a sample of the proposed item for City's approval. Within ten business days of receiving the sample, the City will either approve or reject it. If the City does not either approve or reject the sample within ten business days of receipt, the sample will be deemed approved. Items rejected by the City may not be used, sold, or distributed by Contractor.

### **License not Transferable:**

Contractor may not assign this license to another party or sublicense the right to use the Marks to a third party without the written consent of the City. Any assignment without City consent will be null and void.

### **Term of license:**

Contractor's license to use the Marks automatically terminates on \_\_\_\_\_ or upon the termination or expiration of this contract, whichever occurs first. Upon the expiration or termination of this contract, Contractor may sell off any existing inventory of promotional items bearing the Marks for a period of no more than thirty days from termination or expiration.



## **I. Inspections**

The Contractor must participate in a walkthrough inspection with the City's On-site Coordinator, City's Designee and other City representatives. The Contractor and the City's Coordinator may agree to some other time for either or both of these walkthroughs as may be more convenient to both. Failure of the Contractor to participate in the pre-event walkthrough constitutes a waiver of any objection to the City's characterization of the pre-event status of the Use Area or any aspect thereof.

The Contractor shall participate in a post-event walkthrough inspection with the City's On-site Coordinator, City's Designee and other City representatives. Failure of the Contractor to participate in the post-event walkthrough constitutes a waiver of any objection to the City's characterization of any damage or cleanup as having been caused by the Event, and of any objection to the City's costs or estimated costs of the work based on any assertion that the Contractor could have completed the work less expensively, so long as the City's costs were reasonable based on demonstrated actual staff, supplies and materials.

## **J. Damage Deposit/Bond**

Contractor agrees to pay for the repair or replacement of all damaged structures, equipment and facilities, trees, grass, and landscaping in areas occupied by the Event damaged through any act or omission of the Contractor, Contractor's agents, or persons attending the Event. Contractor agrees to provide the City with a Letter of Credit in the amount of \$100,000. The City shall determine costs for unusual wear and tear or damage, within five days after the post-event walkthrough. Expenses for repair or restoration will be deducted from Contractor's Letter of Credit. If the costs are less than the damage deposit, the remainder of the deposit will be refunded to Contractor within thirty days of the post-event walkthrough.

## **K. Permits and Approvals**

### Permits and Approvals Required

The Contractor shall obtain and warrants that it has the capacity to obtain and comply with all necessary permits, licenses, approvals and deadlines from any applicable state, county and local agency. Permits for such Event, include but are not limited to: liquor permit; special event permit, health department permits and any other applicable City permits that may be required.

#### Failure to Secure Permits

The Contractor understands and agrees that approval by City of this Contract does not in any way indicate that the City or any other agency approves or will be required to approve any of the above referenced licenses, permits, or requests.

In the event that the Contractor is unable to obtain any license, permit, or approval that is not essential to its use of the Use Area, it shall be allowed to exercise so much of the privileges of this Contract as are not affected by its failure to obtain approval. By way of example, and not of limitation, if it does not obtain alcoholic beverage permits, it may proceed but alcohol cannot be sold or provided. In the event the Contractor is unable to obtain essential licenses or permits the City will not be liable for any of the Contractor's costs, expenses, lost profits or any type of damages under this Contract due to such occurrence, but the Contractor may be deemed in default.

#### **L. Maintenance of the Use Area**

1. Contractor is required to maintain specific standards of maintenance, use of the Use Area and surrounding areas. At the conclusion of the Event, Contractor must restore the Use Area.

2. It is agreed that the request for bids, the specifications, and the Contractor's proposal, incorporated herein by reference, are hereby made a part of this Contract, and each of the parties agrees to carry out and perform all of the provisions of said documents. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. The Contract;
- B. The request for bids and specifications; and
- C. The Contractor's proposal.

3. The work to be done under this Contract and under the specifications above referred to shall include the furnishings of all materials, labor and equipment.

4. The Contractor shall perform all services and supply the necessary materials to the entire satisfaction of the director of the department requesting the work. All material used and all labor performed shall be subject to the inspection and approval or rejection of the director of the department requesting the work, or his or her authorized agent.

5. The City hereby reserves the right to decide all questions arising as to the proper performance of services, and as to the quality of the materials used. In the event that the City shall determine that the services are not being performed in accordance with the terms of this Contract, or, if the services be wholly, or in part, negligently, or improperly performed, then written notice of such defect or defects shall be given to the Contractor.

In the event that such defect or defects are not remedied within a reasonable time from the date notice is given, the City may, at its option, declare the Contractor to be in default, either as to the particular work performed and declared to be defective, or as to the entire Contract. In the event the City should declare the Contract to be in default only as to the particular work performed and declared defective, then the City may relet such portion and the costs incurred in consequence of such default may be applied in payment of any money due and owing to the Contractor. If there shall not be a sufficient sum due from the City, then in such case, the costs incurred shall be a just claim against the Contractor and shall be recoverable in any court of competent jurisdiction.

In the event that a default is declared as to work performed and declared defective, it is agreed and understood that such declaration of default shall not in any way relieve the Contractor from any liability for non-performance of the covenants and agreements of this Contract, but the same shall be and remain valid and binding obligations against the Contractor. As to work not declared to be in default, Contractor agrees to complete the same under the terms of this Contract.

6. Contractor agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

A. Workers' Compensation and Employers' Liability

- i. State of Illinois: Statutory
- ii. Applicable Federal: Statutory
- iii. Employer's Liability: \$100,000 Each Accident \$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee
- iv. Waiver of Subrogation

B. Commercial General Liability

- i. Bodily Injury & Property Damage General Aggregate Limit \$2,000,000
- ii. Personal & Advertising Injury Limit \$2,000,000
- iii. Each Occurrence Limit \$2,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

As a condition of this Contract, the Contractor shall forward Certificates of Insurance to the Finance Department. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Park Ridge. All insurance policies (except Workers Compensation) shall include City of Park Ridge and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage.

The City requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the City.

The City reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licensed to do business in Illinois and shall have an AM Best rating of not less than A- VI. Contractor, or Contractor's insurance broker, shall notify the City of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage. Contractor shall provide the City with a certificate of insurance showing that the Contractor has the required insurance and that the City and its officers, employees, and authorized volunteers are additional insureds under the Contractor's liability policy before the City will execute this contract. All notices of cancellation of this insurance, if any shall be furnished to the City within one (1) working day of the Contractor's receipt of such notice. Failure to provide the City with a certificate of insurance according to the terms of this Contract or within seventy-two (72) hours of demand by the City, shall be grounds for immediate termination of this contract.

7. The Contractor agrees to indemnify and hold harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or admissions of employees or agents of the Contractor or its sub-contractor.

8. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Illinois Governmental Immunity Act, as now or hereafter amended.

9. The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.

10. The Contractor agrees that it will not cause or permit any claims in the nature of mechanic's or other liens for materials or labor placed or used under the terms of this Contract to be filed or served upon the City; and the Contractor hereby guarantees to indemnify and save harmless the City against any and all such claims for liens which may be filed or asserted against any of the work done hereunder.

11. The Contractor shall not be liable for any delay or non-performance due to the failure of the source of supply from which the Contractor obtains the materials to make delivery, or due to delays in transportation, labor strikes, floods, fires, acts of God, or to the acts or regulations of any governmental entity or any branch or agency thereof. The Contractor however, shall not be excused from liability for delays or non-performance caused by events or conditions within its control, nor for delays or non-performance which it could have foreseen and avoided, prevented or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays or non-performance caused in whole or in part by the Contractor itself.

12. In the event of delay or non-performance by the Contractor for any reasons set forth in paragraph 11 of this Contract, or for any other reason, the City shall be free to obtain the services from other sources without incurring liability or damages to the Contractor.

13. The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

14. This Contract shall be subject to the provisions of the Charter, Municipal Code and Ordinances of the City of Park Ridge; and the laws of the State of Illinois.

15. The Parties may terminate this Contract as follows:

A. This Contract may be terminated by the City as follows:

If the City at any time decides to cancel the Event or not repeat the Event for any year for any reason, it may immediately terminate this Contract by written notice to Contractor.

If City gives Contractor written notice that the Event Manager or other key management personnel required to be designated and employed or contracted by Contractor are not acceptable to City, and if Contractor cannot present alternate personnel acceptable to City within 30 business days after such notice, City may at its discretion terminate this Contract by written notice to Contractor.

If Contractor otherwise in any way defaults in its performance of this Contract including, without limitation (i) failure to timely pay any Contractor, employee or subcontractor; City may in its discretion give written notice of termination to Contractor, which shall become effective ten business days after the date of such notice unless the default is cured within such ten business day period to the reasonable satisfaction of City. However, failure to provide the City with a certificate of insurance by the due date shall be grounds for immediate termination of this Contract.

B. This Contract may be terminated by Contractor as follows:

Contractor shall have the right to terminate this Contract with respect to any calendar year by giving written notice to City no later than January 1 of the year of such calendar year event.

C. In the event of any termination under this Section, City shall have no further obligation to Contractor and Contractor shall be liable to City for any damages caused by or in any way arising out of default by Contractor under this Contract.

D. No failure to enforce or act upon any default shall act as an estoppel to enforce or act upon any other or subsequent default.

16. The City reserves the right to extend the Contract for additional one-year terms, and may grant up to two one year extensions if mutually agreeable by both parties and conditions remain constant. Contract renewals shall be in writing and signed by both parties.

17. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

18. The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

19. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

20. The Contractor certifies that the Contractor shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

A. Notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Illinois Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

21. The Contractor agrees that all services and products furnished to the public shall be provided on a non-discriminatory basis and that it shall not discriminate against any Event employee or volunteer. The Contractor agrees to comply with the requirements of any state or federal statute or regulation, including without limitation the requirements of the federal Americans with Disabilities Act, or federal executive order barring discrimination. The Contractor agrees to include such a clause in any sublicense.

22. The Contractor has a valid, current policy prohibiting harassment based upon gender or gender identity.

23. Contractor warrants that the individual executing this Contract is properly authorized to bind the Contractor to this Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract effective as of the day and year first written above.

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
(SEAL) Notary Public