

**ORLAND JOINT EMERGENCY TELEPHONE
SYSTEM BOARD
ORLAND PARK, ILLINOIS**

Police Information Management System

REQUEST FOR PROPOSALS

ISSUED

June 19, 2009

INFORMATIONAL MEETING

June 30, 2009

10:00AM

PROPOSALS DUE

August 7, 2009

11:00AM

**ORLAND JOINT EMERGENCY TELEPHONE SYSTEM
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I. INTRODUCTIONS AND INSTRUCTIONS TO PROPOSERS

A. ORLAND COMMUNITY INFORMATION

The Orland Joint Emergency Telephone System (OJETS) Board oversees the establishment and maintenance of enhanced 9-1-1 services in the Village of Orland Park and the Village of Orland Hills. Orland Park and Orland Hills are villages in Cook County, Illinois. Orland Park also extends slightly into Will County. In the most recent census the population of Orland Park was estimated to be 59,990 and Orland Hills was 7,242.

Within this community there is a variety of housing, including single-family homes, townhomes, condominiums and apartments. Situated 25 miles southwest of Chicago, the Orland Area encompasses some 30 square miles and provides access to several interstate highways, with the I-80 east-west connector as its southern border. The completion of I 355 provides another major highway to the western suburbs and is located just a short drive outside the western border. Metra's commuter rail system links residents to Chicago's Loop, and thereby to O'Hare and Midway airports. There are more than 70 malls, plazas and shopping centers, with additional shopping under construction, and more than 200 food-serving establishments.

The Orland Park Police Department employs 105 sworn police officers and 60 part-time civilian employees. Orland Hills employs 28 police officers and 6 civilian employees. Between these two Departments, approximately 60 fully equipped and marked police vehicles patrol the respective Village streets. The Orland Park Police Communications Center provides full state of the art communications services for officers in the field and the Orland Park Police Detention Center serves as a prisoner holding facility for both communities.

B. PURPOSE OF THE REQUEST FOR PROPOSAL

This Request for Proposal (RFP) is issued to invite vendors to submit proposals, at their own cost, for an application software package that allows the Orland Park and Orland Hills Police Department a way to manage the departments' data needs. The software will provide incident tracking of criminal activity, evidence inventory, record traffic and ordinance citations, booking services, reporting capabilities and integration into the Village's Geographical Information Systems (GIS), and E911 computer aided dispatch system. The Board is looking for a system that will allow for staff to centralize the capture, retrieval and reporting of Police related data into an integrated software package.

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C. PROJECT GOALS AND OBJECTIVES

The OJETS Board desires to implement a public safety system that will streamline and enhance the ability to provide service to the community in the most efficient manner possible. Among the general goals and objectives expected to result from the new system are as follows:

- Increase individual department's productivity by eliminating redundant tasks and data entry with a comprehensive system where all modules are completely integrated;
- Increase officer safety and response times by providing field access to crucial information;
- Find and implement easy-to-use systems that meet the majority of user needs;
- Implement systems that provide comprehensive crime analysis capabilities for both staff and the public;
- Strengthen communication and relations amongst and with other agencies through powerful integration and communication tools;
- Implement wireless systems and utilize them to enhance field reporting and access to relevant information;
- Provide an efficient and reliable field reporting system;
- Increase overall user-friendliness of the systems;
- Increase return on investment by implementing flexible and scalable systems;
- Implement a complete and comprehensive information management system where the general functionality of our current CAD system must be preserved in these current modules: Dispatch, RMS, Evidence, Mobile, Field Based Reporting, and State LEADS.

D. SCOPE OF SERVICES

The scope of the project will be to provide a fully automated Police CAD and RMS System for the processing of Police Department data and provide remote access to the data. The vendor should provide a complete system solution including software, project planning, implementation services, conversion assistance, user training and support. System data needs to travel to remote officers via an IP-based wireless network to Mobile Data Computers (MDC) in the field. Police management should be able to track Police incidents, and generate analytical reports on the resources of the entire Police Department.

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E. TENTATIVE SCHEDULE OF EVENTS

1. Release of Request for Proposals	June 19, 2009
2. Informational Meeting for Vendors	June 30, 2009
3. Written Questions Regarding RFP by Vendors	July 17, 2009
4. Response to Written Inquiries	July 24, 2009
5. Proposal Due Date	August 7, 2009
6. Opening/Staff Review of Proposals	August 10 - 14, 2009
7. Notification to Selected Finalists	August 18, 2009
8. Vendor Demonstrations	August 25 - September 11, 2009
9. Complete Selection Process (on or before)	September 25, 2009
10. Orland ETS Board Recommendation	October 7, 2009
11. Award of Contract	October 21, 2009
12. Notice to Proceed	October 28, 2009

F. PROPOSERS' INFORMATIONAL MEETING AND QUESTIONS

All interested vendors are invited to attend an informational meeting at 10:00 A.M. CT on June 30, 2009 at;

Orland Park Police Headquarters
15100 S. Ravinia Ave.
Orland Park, Illinois 60462.

A question-and-answer session will be conducted at this meeting. Key staff members will be present to answer questions relating to the RFP. Since staff has limited time, it is strongly recommended that vendors attend this meeting. Staff will not be held liable for not relaying information regarding this RFP to vendors who do not attend this meeting.

Proposers will name two representatives with contact information to communicate with the Board. One of the representatives must be a person authorized to negotiate a contract in the company's name and have full authority to resolve disputes with the Board. Contact information must include name, title, mailing address, phone number, fax number, and email address.

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G. FINALIST PROPOSER DEMONSTRATIONS

Staff will identify not more than three (3) proposals as finalists by August 18, 2009. Finalists will be notified in writing. Demonstration of the selected finalists will be scheduled with the Board Staff beginning August 25, 2009 and be completed by September 11, 2009. All costs associated with such product demonstrations will be the sole responsibility of the vendor. The demonstration of software must include, but is not limited to, the following elements:

- Vendor introduction and background (Limited to 15 minutes).
- Explanation and demonstration of how users navigate through the system, and system security.
- Explanation of system design concepts and architecture including system tables and integration of these tables into the individual sub-systems.
- Demonstration of “Search” or “Inquiry” capabilities to illustrate above concepts and to demonstrate other types of data retrieval functions available to the users.
- Using the Vendor Booking system, demonstrate booking process, interface with Livescan, and photo lineup creation.
- Explanation of interface using current DC Book system.
- Evidence tracking, retrieval and sale.
- Demonstration of citation tracking.
- Demonstration of fee structure entry and modification.
- Explanation of mobile client and capabilities.
- Explanation of Computer Aided Dispatch (CAD) interface to mobile MDC.
- Demonstrate access to ESRI ArcGIS mapping functions.
- Demonstrate printing functions and reporting capabilities on paper.
- Demonstration of user- modified customization to screens, reports and defined fields.
- Demonstration of centralized name and personal information storage.
- Demonstrations of incident reports.
- Demonstrations of export features, picture captures and property evidence.
- Demonstration of personnel records management function such as Internal Review, training records, etc.
- Demonstration of Field Based reporting functions to include the report review/return process.
- Demonstration of critical third party interfaces.

The Board Staff will allow as much as three (3) full days for each Proposer’s demonstration. The actual amount of time for each demonstration will be scheduled by the Board Staff. The Vendor will provide a preliminary time schedule of the demonstration in advance.

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H. PROPOSAL REVIEW AND SELECTION

All documents submitted as part of the vendors' proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any Proposers' information to a competing Vendor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act at award of contract or at cancellation of this RFP whichever occurs first.

General Guidelines

Proposals will be evaluated in accordance with their adherence to project objectives as well as accuracy and completeness in responding to the RFP requirements. The following general rules and comments are provided for the use in responding to this RFP:

- Proposals may be ranked without interviews; hence, vendors are encouraged to submit their initial proposals as comprehensively as possible.
- Vendors may be invited for interviews to present their proposals in more detail and to answer any questions the evaluation panel might have. All provided specification pages must be completed and returned with the bidder's proposal.
- Any information which may have been released by the Board Staff either verbally or in writing prior to the issuance of this request for proposal will be disregarded. Requests for clarifications may be made to contact identified in the RFP Questions section.
- Any such clarification shall be made in writing and made available to all vendors indicating the intent to submit a proposal in accordance with the provisions of the RFP.
- Any expenses for proposal development are entirely the responsibility of the vendor and will not be reimbursed in any manner.
- All design drawings, plans and proposals submitted in response to the RFP shall be retained by the Board and shall not be returned.
- The evaluation panel reserves the right to reject any or all proposals should they be deemed unsatisfactory or to conclude that there are no satisfactory proposals and discontinue evaluations. The Board reserves the right to waive any informality and make the award in any manner deemed in the best interest of the Board.

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Evaluation Criteria

The Proposals will be evaluated based on a set of technical and functional criteria listed below. The evaluation team will rate the proposals and generate a list of Finalists. Finalists will be asked to perform on-site demonstrations of their systems (See Page 7). The demonstrations, reference checks, and site visits will contribute to determining the final selection. After the contract is awarded, but before it is signed, the finalist must perform an Impact or Gap Analysis and generate an acceptable and accurate Gap Report (subject to approval by the Board). The intent of this Gap Report is to eliminate change orders during the implementation process. It will provide a clear understanding of the activities the Board must perform to ensure the product selected can be maximized by the Board. This report shall include analysis detail for database conversion, system interface, Village network, business process, changes to existing forms, etc.

Criteria	Percentage
Percentage of functional requirements met with least amount of customization	40
Cost	25
Project management methodology	10
Adherence to RFP instructions and specified proposal format	10
Experience with Similar Projects	10
Other Criteria	5

I. CURRENT PLATFORM AND RESOURCES

The intent of the Board is to acquire a software application system that will operate on the computer/network platform listed below for a minimum of five (5) years. Any deviation to this environment must be disclosed in the section of the proposal with the estimated costs. If the technical requirements meet that of the software applications, please include a narrative acknowledgment of this fact.

Please state whether the platform would be a minimum specification or a recommended specification for hardware, system software, and application software requirements.

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1. Computer/Network Platform

Application Server: Microsoft Windows Server 2003.

Database Server: Microsoft SQL Server 2005, Windows 2003, dual 3.0 GHz processors, 8 GB RAM, over 400 GB available disk space.

Email Server: Microsoft Exchange 2003.

Workstations: IBM Compatible PC or laptop Pentium computers ranging from 1.8 GHz to 3.0 GHz processors, with memory ranging from 256 MB to 2.0 GB (most at 512 MB), over 10GB available disk space, and Windows XP (Professional SP2)

PDA: Blackberry, iPhone

Mobile Data Computers: Panasonic CF-29, CF-30.

Printers: HP laser/inkjet printers (various models) and Zebra 420 remote printers.

Network The Village owns and operates a fiber-optic ring wide-area network. The current throughput for building-to-building connectivity is 100 Mbps with interior bandwidth at 1 Gbps. Networks are managed with equipment that conforms to the Simple Network Management Protocol (SNMP), which allows Information Systems Division personnel to monitor and troubleshoot network communications problems.

Backup Software Veritas Backup Exec with SQL and Open file agents.

AntiVirus Symantec EP.

2. Estimated Number of Users and Transactions

The OJETS Board anticipates the maximum number of users to be under 300. Concurrent maximum users for this system are estimated at 70. Calendar year 2008 produced 250,000 transactions in the current RMS. This information should be used to determine the number of user licenses and system requirements.

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II. PROPOSAL CONTENT AND FORMAT

A. OVERVIEW

The OJETS Board is requesting proposals from interested parties for a fully integrated Police Information Management System. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than **11:00 a.m., Central Standard Time, August 7, 2009**. No consideration will be given to proposals received after the above stated date and time. Proposers must submit; a digital copy of the original proposal; three (3) complete, sealed, signed and attested copies of the proposal and one (1) complete, identical unbound copy of the proposal labeled: **OJETS Board – Police Information Management System - RFP** and addressed to:

**Office of the Village Clerk
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462**

All proposals submitted must include all information and documents as requested in this Request for Proposal. No oral proposals, or those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

**OJETS Board
Attn: Doni Miller, Secretary
Orland Park Police Headquarters
15100 S. Ravinia Avenue
Orland Park, Illinois 60462
dmiller@orland-park.il.us
Fax (708) 349-8622**

by the end of business on Friday, July 17, 2009. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts

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of which the Proposer should have been aware and the Board will reject all claims related thereto. Information (other than in the form of a written Addendum issued by the Board) from any officer, agent, or employee of the Board or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Board. The Board will provide any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

Proposers who choose to obtain a digital copy of the RFP from the website of the Village of Orland Park are encouraged to register their contact information with the OJETS Board Secretary, Doni Miller (contact information on page 11) and to register their information under *NOTIFY ME* on the website www.orland-park.il.us.

The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Board may waive this requirement if in its best interest.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

B. REQUIREMENTS OF PROPOSAL CONTENT AND FORMAT

The form of proposal included with this RFP in Section III must be completed in full and signed by an officer with authority to execute contracts. All documents in Section III must be completed and submitted with the proposal.

The Board requires that Vendor proposals shall be submitted in the format outlined in this section. Insert tabs should separate various parts of the Proposal. The Board reserves the right to require additional information or materials after the proposals are submitted. Such information shall be provided at no cost to the Board. Failure to complete any portion of the request may result in rejection of a proposal. An officer of the company who is authorized to negotiate for the company and bind the company contractually must sign the proposal.

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1. INTRODUCTION

Cover Letter, Title Page with Vendor Contact Data and Signatures, Table of Contents

2. EXECUTIVE SUMMARY

This response should be formatted in narrative format. Provide a general overview of the RFP response.

3. VENDOR BACKGROUND AND QUALIFICATIONS

Format with narrative responses to the following questions and provide the necessary documentation for each item listed below.

- a. Provide Vendor address and telephone numbers for the corporate headquarters, office that will be handling the Board's account, and the implementation/support office.
- b. List the sales team, implementation team and key staff that will be assigned to the Orland ETS Board's account. Include name, business address, phone number, fax number, email address, qualifications, and tenure with the company.
- c. Specify the number of years the Vendor has been in the public sector software business.
- d. Provide a chronology of the company's growth, history, staff size and retention, and ownership structure.
- e. Provide a brief statement of the company's financial background demonstrating longevity, stability and exhibiting the company's annual R & D expense.
- f. Has this company or the products being proposed ever been purchased by another company or acquired because of a merger or acquisition?

If yes, provide details regarding the name of the companies' involved, specific products affected, and when such merger or acquisition(s) took place. Also provide percentage of staff members retained from the acquired company.

- g. Provide a summary of the past three (3) years of audited Financial Statements including the name of the auditing firm.
- h. Indicate if the company incurred an annual operating loss in the last 5 years.

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VENDOR BACKGROUND AND QUALIFICATIONS (Con't)

- i. If Vendor is a subsidiary, provide financial statements for parent organization as well as separate financial statements for the proposing subsidiary.
- j. Describe the nature of all past or pending litigation, liens or claims filed against Vendor.
- k. Describe the company's procedure for dealing with customer service issues including average response times, committed response times, and support options.
- l. For each of the applications being proposed, please provide the following background information.
 - a) *Date of first release*
 - b) *Date of current release*
 - c) *Current release number*
 - d) *Estimated date of next release*
- m. If any of the proposed applications were not originally developed by the proposing Vendor, please provide narrative details for the following subjects:
 - a) *Name of company*
 - b) *Date of product merger or acquisition*
 - c) *Product name*
 - d) *Description of how integration/interfaces was accomplished with primary application (batch vs. real time, consolidated or separate databases, etc.)*
 - e) *References of three customers using proposed applications and interfaces*
 - f) *Description of the development technologies used for each product*
 - g) *Status of the originating development team resources (retention rate, location)*
 - h) *How are these products supported and maintained*

4. CUSTOMER REFERENCES

Proposal must provide five references complete with organization name, contact names, titles, addresses, telephone numbers, and installation dates. A minimum of three references should be on the same platform - with the same server operating system and database version. Primary emphasis should be placed on references that use the Vendor's products within a networked environment similar to the Board's and those clients in local government. At least two references with install dates prior to calendar year 2005 are desirable. Also, provide at least one client who discontinued use of your product(s) in the last two years.

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C. SCOPE OF SERVICES

The Proposer should clearly state all elements of the proposal and how this integrated system could best satisfy the Board's requirements and yet remain within the desired scope. The proposal should include a full suite of applications. Where a vendor partnership submits a proposal, the proposal shall identify one *primary* vendor who will be responsible for all hardware, software, integration, and implementation services. This primary vendor will be responsible for the satisfactory performance of all subcontractors performing work under this contract. The Board is seeking *two* sets of applications: core applications that are necessary for basic Public Safety operations, and a set of optional applications that will expand and enhance the capabilities of the Departments. It is envisioned that the core applications will be installed and launched as an integrated unit. Some of the optional applications may be installed at the same time as the core applications, or at a later date. *See the next section for a list of both core and optional applications.*

While the first phase of this project is focused on these declared core applications, future phases can be expanded to include other products proven to enhance the system and provide staff with additional tools to perform their duties in a strategic and effective manner. The vendor shall describe these optional systems with current pricing information for future add-on possibilities.

The general functionality of our current CAD system must be preserved in these current modules: Dispatch, RMS, Evidence, Mobile, Field Based Reporting, and State LEADS. We understand that new processes and procedures may be necessary to use the new functionality.

D. CORE APPLICATIONS

1. Computer Aided Dispatch (CAD)

The proposed CAD software will replace the existing EnRoute CAD system and provide a fully integrated interface with Records Management System (RMS), Mobile Data Computer System (MDCS), Enhanced 9-1-1 (for mobile phone locations), Automated Field Reporting System (AFRS) and Crime Reporting (preferably via ESRI based GIS products which are used in the existing GIS environment). This system should provide 24-hour Communication Center coverage without the need for downtime for backups or casual maintenance. It must also include a secure messaging system to facilitate communication between the Communications Center and Public Safety (field) staff. The new system is required to interface with the existing Eventide Recording system, or a proposed replacement solution for capturing all communications for review (this includes voice and data capture and should be certified "tamper-proof" to meet legal requirements.) The system will provide for Briefing Notes (BOLOS) Ability to generate "Be On the Lookout" alerts that integrate with CAD thereby allowing full access to officers and communication center staff

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2. Records Management System (RMS)

This application is the heart of the Police records management system and will replace the existing EnRoute RMS/Property Records system and must integrate with CAD, Automated Field Reporting System (AFRS) and MDCS. It will have a relational database to easily integrate with industry standard network tools that can facilitate inquiry and reporting demands. Ad-hoc reporting tools must also be readily available to assist with crime analysis, case management and external reporting requirements. The system must comply with all current (and future) State and Federal reporting requirements or regulations.

3. Automated Field Reporting System (AFRS)

This is a customizable, user-friendly system that is available to field officers via Mobile Data Computers (approximate inventory of 60), and possibly to bicycle officers using hand-held devices. This will enable on-line creation/submission of Police reports from a wireless RMS connection. It should include the ability to pre-populate needed forms with CAD information, allow for customizable workflow changes, and accommodate layered supervisor receipt/review/editing/approval as well as re-routing of reports (before and after approval).

4. Automated Vehicle Location (AVL)

This system should provide field officers with an overview by beat and show the real-time location of other Department Police vehicles. This same system should provide management and the agency communication center with critical location information to ensure that the most available resource is appropriately dispatched.

5. Detention Center Management System (DCMS) and Property Records with bar coding.

This application is expected to automate the jail booking process to reduce redundant activities, as well as, track inmate location and associated property/evidence information. It must provide management with summary disposition reports and facilitate interface access to County, State and Federal systems without the need to reenter already captured booking data.

6. Mobile Data Computer System and Messaging

This application must have the ability to utilize a wireless system to gain access to area-wide systems as well as CAD, RMS, Dispatch Messaging and other needed County/State and Federal systems. It must access the Automated Field Report System and other standard forms with interface features to RMS and CAD. It must have the ability to view the location of other Police Vehicles and cars on a map and have push-button urgent calls that alert the Communication Center of an impending situation (where an officer might need immediate assistance).

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7. Message Switching System

The vendor is required to provide message-switching software and hardware that will enable access by all mobile and fixed workstations to all system components, and local, state and federal systems. This feature must be up and running with acceptable response durations before any other module or application is allowed to “go-live”. The Board is not interested in hosting old interface connections while the new connections are in long-term development mode. The vendor must have proven working systems that interface to and provide access to all current system interfaces (at a minimum).

8. Geographic Information System.

The proposed system must have the ability to integrate related Geographic file information with the Villages’ existing GIS layers (created using ESRI software); and have the ability to utilize Geographic crime analysis tools that integrate with all aspects of police systems to provide strategic decision support information. The application must have drill-down capability by parcel and show historical site information such as parcel owner and police activity. Comply with Phase II of E-9-1-1 for Cell phone identification and geographic location.

9. Evidence and Recovered Property Management

This system should provide for an efficient and systematic process for receiving, storing, managing and disposing of all evidence and property submitted to the process. Evidence custodians will be expected to be able to enter articles into the property room database and easily retrieve information from that database. Additionally, this system will integrate with the RMS and other applications such as the Bicycle Registration.

10. Administrative Applications System

The Administrative system should assist in the efficient processing of employee and equipment data. The application should support training records, internal review, discipline records equipment inventory and repair history and status.

E. Optional Applications

Listed are Optional Applications that the Board would like included in the proposal. Vendors are encouraged to recommend and list additional optional applications.

1. Document Imaging
2. Alarm Tracking and Billing
3. Driver’s license Magnetic Strip Reader Interface.
4. Handheld Mobile Units
5. Mug Shot Image download capability.

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6. Digital Photo Management System (DPMS).
7. Property Room Bar Coding
8. Citizen-based Reporting System

F. PROPOSED SOFTWARE REQUIREMENTS

The proposal must show all proposed applications and declare which are included in the quote and which are optional.

Overview:

Provide the following information for each of the proposed applications (whether included in core or optional):

- Module name,
- Vendor name
- Operating system
- Data Base Management System
- Development language
- Name of available report writer(s)
- Name of required administrative tools
- Date first installed and where
- Number of installed sites

Performance Confirmation

The Board reserves the right to conduct acceptance testing to confirm the actual performance of the system with each Board requirement (especially those that the vendor declared as being doable with the proposed system). The payment plan will be linked with the acceptance of test results or similar “proof of performance” benchmark.

Source Code

The Board requires access to the source code. If not available with the purchase, then propose an escrow service agreement for providing access to the most recent source code based on the time of need and contract agreement terms. This means that the code must also be kept updated and current, and a copy of the source may need to be delivered to escrow every time there is a revision or release. Please list the added costs if this is not part of the package.

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Documentation

The Board requires field specific, on-line documentation that is part of the application, as well as, documentation that can reside in a central location and be available for “pull-down” distribution. In your proposal, provide a list of the available technical and user-based documentation.

Upgrades

The Board requires that the maintenance agreement include:

- Remedial software fixes
- Periodic enhancement and releases of software
- Software upgrades including those that are made to meet legislative requirements
- Upgrades to meet mandated reporting requirements
- New full system release when available and when desired
- Updated documentation as appropriate
- Standard update or upgrade assistance with conversion services as stipulated by upgrade needs and driven by the vendor to either fix or enhance their product
- Upgrade training of new features as needed.

G. CORE HARDWARE PROPOSAL

Identify, configure and cost all required servers to create a redundant/mirrored environment with a backup process that does not interrupt production systems. *NOTE: Hardware pricing is, at this stage, for overall budget estimation only, as the Board may purchase the necessary hardware directly from the manufacturer..*

Other required hardware and peripherals as needed to complete the core software installation and to ensure ample capacity for future growth potential.

1. OPTIONAL HARDWARE

Other optional hardware that may be needed to improve and augment the Core systems.

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2. PROPOSED HARDWARE REQUIREMENTS

Server Hardware

a. Operating System

The Board is looking for a non-proprietary solution that meets open system standards and adaptability. A solution that supports open standards for relational databases, user interfaces, communications protocols, and web development languages. All licenses shall be appropriately priced and provided to the Board to meet license compliance rules. If the proposal includes a proprietary operating system, then please provide the strategic advantage in your proposal.

b. Redundancy

Server redundancy is required – the system must continue processing should any one component fail. The proposal must provide the architecture depiction that would guarantee system high availability. This architecture must be tried and tested at the vendor’s reference sites. In your proposal, describe how redundancy will be achieved. Also, describe the system backup and recovery process or methodology and any anticipated system down-time (for any reason).

c. Capacity

Configure your proposal for hardware requirements to cover the existing Board capacity requirements as well as for a seven-year volume utilization plan that is based on the current yearly estimates. This should include memory, disk capacity, and processing capability.

d. Concurrent Operation

The hardware configuration must include the ability to concurrently operate the entire suite of applications while maintaining acceptable response times. The configuration must take into account that sub-seconds response time is required for CAD, and that when there is competition for CPU resources, CAD must receive the highest priority. If this leads to a set of dedicated, networked server pools, please describe and diagram the configuration and note the associated costs.

e. Backup and Restore

Proposed backup/restore options should include the ability to save/restore the production system while it’s active. This means that the backup option proposed will not interfere with any production activity. Some form of journaling must take place to capture the before and

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after images of changed or deleted records. The system must be configured with enough capacity to accommodate these features without experiencing an overhead drag on performance. Include a detailed workup of software/hardware specifications needed to achieve this type of backup and restore option. Also include in the proposal options for archiving data and having access to the archived data for historical reporting and analysis (either on the production computer or on a redundant system) that is optionally linked to the main production configuration.

f. Test Environment and Upgrades/Patches

The proposal must include a description of a test environment that can be used for training and testing revisions or upgrades and must be available for use at all times. Explain how your system can accommodate the various testing activities (module testing, system testing, acceptance testing, etc.) with an option to migrate from test to production (instead of having to reinstall upgrades to the production environment). Test system data population must be flexible to copy fixed sets of data for iteration testing and also form current sets for new employee training.

g. Power and A/C requirements

Specify the BTU and KVA requirements for all computer room based hardware. Include the number of required outlets and the type of each (other than 110).

h. Disaster Recovery options

Provide an optional disaster recover plan if available.

H. DATA CONVERSION/MIGRATION

Please provide the Board with a methodology and cost for converting and migrating data that may exist in the existing RMS, Police Information other Systems.

I. LEGACY DATA

The Board wants to emphasize the importance of retaining access to its Legacy Data after the transition to the new system is complete. Consideration must be made to accommodate the ongoing need for managing active cases and civil processes, for developing long-term statistical trends, for comparing criminal histories and patterns, and for reducing the re-entry of configuration parameters. In addition, the Board may have additional data that will not directly convert into the proposed new system, but is currently being maintained in the legacy systems being replaced.

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The vendor is asked to describe its methodology and pricing guidelines for the successful incorporation of all of the Board's necessary legacy data within the new system. (Include pricing guidelines in the pricing section.) Describe, in detail, the roles and responsibilities of the Board in effecting the legacy data extraction and transfer. Summarize the steps involved in the data transfer process during the course of the project in order to complete the transition from the current to the new system. Address alternate proposals of housing and accessing legacy data in addition to direct conversion.

The vendor is asked to propose a more cost-effective solution than direct one-to-one conversion wherever practical. This solution must have a well-defined user interface that is accessible from and similar to the main client applications. The user must be able to easily search and extract data through the user interface. The user must be able to create simple, columnar reports without the need of additional software packages. Data must be housed in a separate, legacy database in order to reduce the loading and maintenance requirements of the live database. General users must not be able to modify the legacy database through the standard user interface. Administrators must have a separate user interface to facilitate expunging or otherwise modifying the legacy data for necessary business purposes.

J. IMPLEMENTATION AND PROJECT MANAGEMENT

The selected Vendor will be required to schedule and attend a project implementation meeting at the Orland Park Police Headquarters within 3 weeks after the Orland ETS Board has issued a Notice to Proceed. The Board will identify its Project Team and Project Manager at this time. At the implementation meeting the Vendor will be responsible for supplying a draft project plan for discussion, including an implementation begin date, all major steps and the anticipated target dates and the Project duration. The project plan will be updated by the Vendor within 2 weeks after the implementation meeting, with firm target dates, the steps involved for the major tasks, a list of who will be responsible for tasks, project management policies, procedures, and any adjustments the Board should consider. The project plan should be distributed to the project team by email or fax and be mutually agreed upon by both the Vendor and the Board. The Board will require the Vendor to agree to a live system that is fully operational no later than seven (7) months after the contract is signed.

Status Reporting:

It is anticipated that the selected vendor will be required to have at a minimum monthly face-to-face meetings and weekly status update conference calls with The Board's Project Team. The meeting agenda will revolve around the implementation requirements and associated performance activities. The intention is to ensure proper attention is given to having a successful implementation effort.

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Project Management and Implementation

The selected vendor is expected to take the lead for providing project management and Implementation services. This includes:

- Assignment of designated project manager for the duration of the project
- Project schedule maintenance
- Hardware installation (in conjunction with staff) and training coordination
- Problem-solving and troubleshooting
- Project status reports
- Meeting attendance

Recommended Implementation Schedule

The Board want to ensure that all interfaces are working (with acceptable response times) before “going-live” with any new application. Please describe how this can be achieved in your proposal. Also, please describe the order of implementation or “go-live” in your suggested implementation plan. It is anticipated that after the interface is established, CAD would be next on the “go-live” list, then RMS and then another application. The vendor needs to mention the recommended implementation approach.

K. TRAINING REQUIREMENTS

The vendor's training program shall be designed and conducted to provide complete familiarization with applicable system and operation knowledge for selected management, clerks, and technical personnel. The Board will provide a suitable environment for training. This section shall include training information, including training plans and sample course descriptions.

At a minimum, the descriptions for each training course should include:

- Types of training classes that will be provided with assumed participants (roles, functional areas),
- Number of participants for each class,
- Prerequisites for all participants,
- Duration of each class (Hours or days),
- Total number of proposed training hours,
- Training material as needed (which is to be made available in advance of session start date), and
- No cost duplication of training material

Additionally, vendor(s) must provide an electronic means of providing training material for end users. Training material must be accessible via a standard web browser in a WBT (Web Based Training) format. Please describe vendor’s process for tracking individual training progress and

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results. Vendor shall also provide a means of on-line testing to assess user's readiness for product usage. Ideally this training material will be available 24x7 and assessable prior to and following system go-live.

L. RESPONSE TO SOFTWARE REQUIREMENTS

This section shall include the completed responses to the software requirements as described in Appendix A – Software Requirements - Module Template. All responses must be completed on the provided forms. Any proposer failing to include these forms may be disqualified. Any specification without a response will be recorded as “**NOT AVAILABLE**” – Proposed software does not meet the specification and cannot be modified. All Proposers are required to provide a response for each specification by placing an “X” in the appropriate column:

FULLY COMPLIANT - means current proposed software meets specification without modification. The function is fully developed and can be demonstrated in the proposed software package.

MODIFICATION/CUSTOM SOFTWARE - means current proposed software will require modification to meet the specification.

NOT AVAILABLE – means proposed software does not meet the specification and cannot be modified.

For each “**MODIFICATION/CUSTOM SOFTWARE**” response, the Proposer must include an explanation of the modification required, a time frame for when the feature will be available, and a modification cost summary. Include the RFP Section number, the section name, and the statement of compliance or exception. All modification expenses must be included in the final cost summary.

Clear explanations of all modifications to the specifications are required and expected. Proposer's failure to clearly explain all or any of the deviations from the specifications identified in this RFP could be grounds for rejection of the proposal.

Use the forms provided in Appendix A – Software Requirements - Module Template

M. GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a standard form goods and services contract, subject to modifications (see Section III), with the Orland ETS Board and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the “Contract”). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The Board reserves the right to terminate the

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relationship with the successful proposer if the required documents are not submitted to and approved by the Board within ten (10) business days of receiving notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Board with the RFP or they will not be considered or utilized in the contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Board's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

Proposal Price

The submitted proposal price shall include all permits, insurance, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Specifications included in this request for proposal. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Board is exempt.

Incurred Costs

The Orland ETS Board will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

Confidentiality

After award of the contract, all responses, documents, and materials submitted by the proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Board. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Orland ETS Board. Based upon the public nature of these RFP's, a proposer must inform the Board, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

Assignment

Successful proposer shall not assign the work of this Project without the prior written approval of the Board.

Compliance with Laws

The proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

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Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Insurance Requirements

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposing proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all the Orland ETS Board insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Board as required. All such policies shall name the Orland ETS Board and the Village of Orland Park as additional insureds and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Board, or, except upon prior written approval of the Board, materially changed.

Indemnification

The Proposer shall indemnify and hold the Orland ETS Board and the Village of Orland Park, their trustees, officers, agents and employees harmless from all liability, claims, liens, losses, or causes of action for property damage, personal injury or death, or other damages, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by the Board, Village or any of its trustees, officers, agents or employees, or which may accrue against or be charged to or recovered from the Board, Village or its trustees, officers, agents or employees by reasons of or in consequence of the Concession

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granted, as aforesaid, or which arise out of or are founded upon the activities or operations of Proposer; or for on account of any act or omission by Proposer or by any employee, agent, or representative of Proposer's in or about the concession. Proposer shall defend all such claims in the name of the Board and Village and shall pay for all reasonable attorney's fees and expenses of the Board and/or Village incurred as a result thereof.

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PROPOSAL SUBMISSION REQUIREMENTS

Proposer must submit one (1) digital copy of the original proposal, three (3) complete, sealed, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall be the forms with the original signatures and the unbound copy may be a photocopy.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

Certifications

All certifications and forms in Section III must be completed and submitted with the proposal.

Narratives

All Narratives MUST be included with the proposal.

Software Requirements - Module Template

All forms/tabs included in Appendix A – Software Requirements – Module Template must be completed and submitted with the proposal.

Insurance

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Board's

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Insurance Requirements attached in Section III. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverage and amounts (hereinafter referred to as “coverage(s)”) that will be required to be in place before the commencement of any work by the successful proposer.

Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverage the proposer currently has in force.

Execution of the Contract by the Board will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A “Notice to Proceed” will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Board.

EVALUATION OF PROPOSALS

The Orland ETS Board will evaluate proposals based on prices, vendor's qualifications, vendor's references, and additional factors deemed relevant. The Board retains the right to refuse any and all proposals.

Negotiations

The Orland ETS Board reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Orland ETS Board as contractually binding on the successful vendor.

Award

Award of the contract is subject to Orland ETS Board approval. The Board award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

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PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, the proposer must submit all of the following items:

- Sealed Proposal Envelope - **Addressed to the;**

**Office of the Village Clerk
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, Illinois 60462**

- **OJETS Board – Police Information Management System- RFP**
- Proposal - Proposer must submit;

One (1) digital copy of the original proposal, three (3) complete, signed, sealed and attested bound copies of the proposal and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall have forms with original signatures and the unbound copy may contain photocopies.
- Information and narratives as requested in the **Requirements of Proposal** section of the RFP, including a sample contract from your company if you intend to submit one for the Board's consideration.
- All forms completed from Section III:
 - Proposal Summary Sheet
 - Business Organization
 - Certificate of Eligibility to Enter into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity
 - Tax Certification
 - References
 - Insurance Requirements
- All forms completed from Section IV:
 - Appendix A – Software Requirements - Module Template

III - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

Police Information Management System
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

E-Mail address: _____

FEIN#: _____

<u>Description</u>	<u>Total Cost</u>
Hardware	\$ _____
Software	\$ _____
Migration Services	\$ _____
Grand Total Proposal Cost	\$ _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

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

BUSINESS ORGANIZATION:

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

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

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

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

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

_____ (Corporate Seal)
Business Name

_____ Signature _____ Print or type name

_____ Title _____ Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, _____, being first duly sworn certify
and say that I am _____
(insert "sole owner," "partner," "president," or other proper title)

of _____, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.

Signature of Person Making Certification

Subscribed and Sworn To
Before Me This _____ Day
of _____, 200__.

Notary Public

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

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

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

I, _____, having submitted a proposal for _____
(Name) (Name of Contractor)

for _____ to the Orland ETS Board/Village of Orland
(General Description of Work Proposed on)

Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This _____ Day
of _____, 200__.

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

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

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract”, however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: _____

DATE: _____

TAX CERTIFICATION

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____, which has submitted a proposal to the Orland ETS Board for

_____ and I hereby certify
(Name of Project)

that _____ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

Subscribed and Sworn to
Before me this _____
Day of _____, 200__

REFERENCES

(Please Print or Type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

REFERENCES

(Please Print or Type)

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

CONTACT PERSON _____

DATE OF PROJECT _____

Proposer's Name & Title: _____

Signature and Date: _____

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

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

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverage required of the Contractor shall reference “All projects with the Orland ETS Board and the Village of Orland Park” and be specifically endorsed to identify “*The Orland ETS Board and the Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insured’s on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.*” If the named insured’s have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insured’s in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage and limits described above directly to the Orland ETS Board, Doni Miller, Secretary, 15100 S. Ravinia Avenue, Orland Park, IL 60462. Failure to

provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS _____ DAY OF _____, 200__

Signature Authorized to execute agreements for:

Printed Name & Title Name of Company

IV – ADDITIONAL INFORMATION

****SAMPLE CONTRACT****
ORLAND ETS Board
(Contract for Purchase of Goods and Services)

This Contract is made this _____ day of _____, 2009 by and between the Orland Joint Emergency Telephone System Board (hereinafter referred to as the "BOARD") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the BOARD and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- The Terms and Conditions pertaining to the Contract
- The Request for Proposals
- The Instructions to Proposers
- The Proposal as it is responsive to the BOARD's RFP requirements
- All Certifications required by the BOARD
- Certificates of Insurance

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

Description	Unit Price	Quantity	Total Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Hereinafter referred to as the "GOODS") as further described in the BOARD'S RFP requirements. The GOODS shall be delivered FOB to the Orland Park Police Headquarters, 15100 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the BOARD.

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

The BOARD agrees to pay the CONTRACTOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following for performance of the described services and upon acceptance of the GOODS:

TOTAL COST: _____ and No/100 (\$ _____) Dollars.
(hereinafter referred to as the "CONTRACT SUM.") The CONTRACT SUM shall not be increased without the express written consent of the BOARD.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the express written consent of the BOARD.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The CONTRACTOR shall deliver the GOODS within _____ (days/weeks/months) of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the BOARD has inspected the GOODS, any period of training provided by the CONTRACTOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the BOARD to be accepted. In addition to any time period allotted for training purposes, the BOARD shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The CONTRACTOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the BOARD does not accept the GOODS the CONTRACTOR shall be considered to be in breach of the terms of the Contract.

The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously [for _____ [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on _____] This Contract shall terminate upon completion of the WORK or _____ [year(s)] [month(s)] [pick a date to insert], whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The BOARD, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the BOARD and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection

with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

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

Execution of this Contract by the BOARD is contingent upon receipt of any Insurance Certificates required by the BOARD in the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the BOARD prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger

or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the BOARD:
Doni Miller, Secretary
Orland ETS Board
15100 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-364-4999
Facsimile: 708-349-8622
e-mail: dmiller@orland-park.il.us

To the CONTRACTOR:

Telephone:
Facsimile:
e-mail:

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party under the requirements of this Section.

SECTION 8: TERMINATION: This Contract may be terminated by the BOARD for cause or convenience upon written notice to CONTRACTOR and in the case of GOODS manufactured or modified to the BOARD'S specifications, only upon payment of the costs incurred, as approved by the BOARD, up to the date of termination.

SECTION 9: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the BOARD to make payments to third parties or make promises or representations to third parties on behalf of the BOARD without prior written approval of the BOARD or a designee.

SECTION 11: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE BOARD

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: Chairman

Its: _____

Date: _____

Date: _____

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS

The BOARD may, if the CONTRACTOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the BOARD, deduct the reasonable cost of the correction or cure from the amounts owed to the CONTRACTOR or require the CONTRACTOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The CONTRACTOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the BOARD prior to the issuance of final payment.

CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*)

CONTRACTOR will not be relieved of any obligation to the BOARD in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which CONTRACTOR should have been aware and BOARD shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The BOARD is a public body and is exempt from excise, sales and use taxes; therefore, CONTRACTOR shall not include any such taxes in its cost figures.

The BOARD shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The CONTRACTOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the BOARD. GOODS not

complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the BOARD and upon rejection shall be removed at no cost to the BOARD.

All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the BOARD before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and CONTRACTOR is contingent upon receipt of any certifications required by the BOARD.

The BOARD may, at any time, terminate the Contract for the BOARD'S convenience and without cause upon written notice to the CONTRACTOR.