

LEGAL NOTICE - MUST RUN IN
DAILY SOUTHTOWN
Thursday January 21, 2016

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS #16-005

Use of Force Simulator

The Village of Orland Park Police Department is requesting proposals from interested parties for the purchase of a Use of Force Simulator. Proposals are due not later than 11:00 A.M. on the 11th day of February, 2016, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made. The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website www.orlandpark.org.

No submittal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled submittal deadline.

The President and Board of Trustees reserve the right to reject any and all proposals or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The successful Consultant shall be required to comply with the provisions of all State of Illinois and federal laws as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK
VILLAGE CLERK



VILLAGE OF ORLAND PARK, ILLINOIS

**REQUEST FOR PROPOSALS
#16-005**

USE OF FORCE SIMULATOR

ISSUED

January 21, 2016

PROPOSALS DUE

**February 11, 2016
11:00 A.M.**

Submit sealed proposals to:

Village of Orland Park
Attention: Clerk's Office
14700 South Ravinia Avenue
Orland Park, Illinois 60462

VILLAGE OF ORLAND PARK, ILLINOIS
REQUEST FOR PROPOSALS
#16-005

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I – INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park Police Department is requesting proposals from interested parties for the purchase of a Use of Force Simulation System.

CONTACT INFORMATION

All questions related to this proposal must be submitted in writing, no later than 12:00 pm local time on Wednesday February 3, 2016, to:

Lt. Joseph P. Mitchell
Orland Park Police Department
Fax: 708-349-8622
Email: jmitchell@orlandpark.org

Before the submission deadline, the Village will make available to the public answers to questions or any modifications or additions to this Project or RFP in the form of a written Addendum to be posted on the Village's website. In order to receive notification of any Addenda, please register your email with the Village via the "Sign Up" link located on the Bids & RFPs page on the Village's website, at www.orlandpark.org/asp. Answers to questions will not be mailed to potential proposers.

No oral comments will be made to any Proposer as to the meaning of the RFP, 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 Village's website or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Proposer or relieve him from fulfilling any of the conditions and obligations set forth in this RFP. In the event of conflict with the original RFP documents, Addendum shall govern to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the submission.** A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

SUBMISSION DEADLINE

Proposals must be submitted no later than **11:00 a.m., local time, on Thursday February 11, 2016**. No consideration will be given to proposals received after the stated date and time. Proposals submitted must include all information and documents as requested in this Request for Proposals. No oral or electronic proposals, including those sent by facsimile or via email, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

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

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

PROJECT DETAILS

Scope of Services

The Village of Orland Park Police Department is requesting proposals from interested parties for the purchase of a Use of Force Simulation System.

Overview

The Police and Community Relations Improvement Act signed into law in 2015 mandates law enforcement officers must satisfactorily complete approved Illinois Law Enforcement Training and Standards Board scenario based training on an annual basis (Illinois Police Training Act. (50 ILCS 705/7). Conducting live scenario based training is expensive and logistically difficult to schedule and find people to participate as role players. It has an increased potential for injury when conducted, and it is not possible to simulate a police encounter in daylight, dusk or darkness all within the same training class. The training is time consuming, requiring set up and resetting of the scene for the next officer(s) to participate, thereby, limiting the number of scenarios that may be performed. Proper timing of role player actions and other possible variations of consistency in the scenario may alter the training objective(s) and not provide a clear tangible benchmark for evaluation of all participating officers. Live based training limits the variety of scenarios that officer(s) may be evaluated upon due to environmental factors on a training day (i.e. Active shooter in a mall scenario to an open field search training response). A Use of Force Simulator, with a bank of over 650 scenarios, eliminates any concern and/or issue listed above and is the most effective and efficient means to meet the annual requirement.

Specifications

The Use of Force Simulation System must include the following components and functionality:

Computer

- Operating software Windows® 7 or newer
- Desktop Configuration
- Touch screen with a 22” or greater LCD Monitor
- All cables and connections
- Windows Office Suite Preloaded

Projector Description

- High Definition, 1280x720 Resolution minimum
- 2800 or greater Lumens (3600 preferred)
- 3000 hour bulb life guaranteed

Screen Configuration

- 12' x 7' screen (16 x 9 HD format) minimum

Speakers

- Surround sound speakers
- 5.1-surround sound native to every scenario
- The capability of each sound effect to be played from any single speaker or from a combination of speakers in the room to provide directionality (i.e. a sound effect can be played from only the rear right speaker) and volume can be adjusted during play from the instructor monitor.

Low Light Capabilities

- System must allow use of actual flashlights
- System must include two tactical model flashlights
- Multiple flashlights can be used at the same time on one (1) scenario
- The system must have the capabilities to set any lighting level from full bright to low light to complete darkness at any point in the scenario
- The flashlights should not be laser based
- Any IR light designed for night vision use can be used unfiltered on the system.

Scenarios

- System must include software that allows you to take any video file footage (standard definition or High Definition) and create multiple branching scenarios
- Scenarios must be able to be branched by the instructor in response to the trainee's actions in real time including voice commands
- Scenarios will branch and react to weapons containing IR lasers
- System must be preloaded with at least 650 multi-branching Use of Force or marksmanship scenarios
- A hard copy of all scenarios on Blu-ray is the only acceptable delivery method for updates.
- All new scenarios provided by the contractor must be filmed with a camera capable of an image resolution of 4520 x 2540 pixels or greater
- Scenarios depicting firing ranges and targets must be included in preloaded scenario library.
- HD customized scenario software

Use of Force Simulator Calibration/ Hit Detect

- The simulator must operate in any light conditions, including rooms with overhead lights turned on
- The Hit detect camera should be a "smart" camera with its own processing chip
- The calibration process should be automated and include a line scan procedure
- Hand held calibration devices are not acceptable
- Hit detection must be pixel accurate

Environmental/ Telemetry Controls

- The system must control other environmental options in the room
- The system must include capabilities to include a Control Box that has the ability to control on/off switches of devices in the room wirelessly from the instructor monitor (i.e. a light bar, Strobe, or smoke or fog machine)
- The software must record information and play it back in real time while debriefing a trainee

- The system must include return fire items that are wireless and projectile free

Use of Force Simulator Operation

- The system must have pause, play, restart and stop functions during scenario play
- The system must allow at least two trainees to participate simultaneously in a scenario
- The system must allow the instructor to create and save a play list of scenarios
- The system must include Baton, Punch and Kick branching software preloaded with at least 100 HD scenarios that interact with this functionality
- The system must include the ability to extend the Instructor Monitor to a Handheld Tablet device

Laser Devices

- The system must branch and react to weapons containing IR lasers
- The following laser devices must be included in Use of Force Simulator Package:
 - Two laser O/C Sprays. These devices must be the actual size and shape of a typical O/C canister with thumb activation. Scenarios must be included that interact with this laser device.
 - Two dry fire laser kits for department issued Glock handguns or two replica Glock training weapons compatible with the system
 - Two lock back, drop in recoil kits with lasers for Glock 22 Handguns (if needed). No permanent modification to the handgun is allowed. The recoil kit must count rounds and lock the slide back when count is empty. The kit must also lock back to simulate weapon failure drills.
 - Two replica M4 training weapons compatible with the system or two drop in recoil kits with lasers for department M4 Rifles - no permanent modification to the rifle is allowed.
 - Two X2 TASER weapons with a total of four dual laser cartridges.
 - One drop in shot gun adapter w/laser insert no permanent modification to the shot gun is allowed

Debriefing Capabilities

- The system must have the ability to capture both color video and audio of the trainee while going through a scenario. This video must play back in a picture in picture mode with the scenario.
- The Picture in Picture Video camera must have zoom and focus controls on the Instructor's monitor.
- The Picture in Picture playback video can be played in the large projected view or swapped into the smaller view to go over key points as needed.
- The Picture in Picture playback must have the capability to be located on the screen in any area the instructor desires and at any playback rate, slow motion, frame by frame, or scrolled to a specific point in the video. You may be asked to demonstrate this before contract award.
- The system shall have report generation software and have the ability to output reports electronically into Microsoft Format for immediate printing.
- All reports must be customized to fit the needs of the Orland Park Police Department.
- The report function must allow for saving, sending and printing of the report.
- The system shall allow access to a database of agency documents, PowerPoints, PDFs, videos and graphics and display that information on the projected screen immediately after a scenario completion. The system must allow the department to add any document/file type supported by Microsoft.

- The system must allow the magnification of any portion of the down range screen to show in detail the point of impact.

System Training & Set Up

- The system must include an Instructor Training at the Orland Park Police Department.
- Authorization for Unlimited Instructor Certifications

Software

- The software must be embed inside of a Microsoft product.
- The software must track response information and view reporting results with Microsoft product(s).
- The software must communicate and share collected information with a Microsoft product.
- The software package must include interactive preloaded courseware

Warranty

- Minimum 18 month initial Full Coverage Warranty on all components and parts must be included.
- Warranty must include 24 hour phone service
- Warranty must include a loaner system if/when repairs are needed.
- Warranty must include online remote maintenance
- Warranty must include unlimited credits to Instructor Course
- Warranty must include free software updates.
- Lifetime subscription to technical support
- Complete system upgrade replacement by the beginning of the 5th year of ownership. This upgrade will include a complete new simulation system.

Quantities of items:

- One Use of Force Simulation system
- Two Lock Back Glock 22 recoil kits with a total of four magazines or two replica Glock handguns compatible with the system
- Dry Fire Laser Kit for Glock
- Two drop in recoil kits for M4 Rifle with a total of four magazines or two replica M4 rifles compatible with the system
- Two - Refill Nozzles for Recoil Kits
- Two - X2 Tasers and two dual laser cartridges for reloading drills for each weapon
- Two - Flashlights with Filter
- Two - OC Laser Sprays with thumb activation
- One drop in shot gun adapter w/laser insert
- An Auxiliary Control Box with Light bar
- At least one ceiling mount
- 50' Cable Bundle
- Instructor Course Onsite for up to six trainees
- A complete upgrade on all simulation system components by the end of the 4th year of ownership
- Two 20 lb. CO2 tanks, all air cabling and two sleds for refillable magazines if applicable with the recoil system

Preferred but not Required Items

If the items below are available, they must meet the stated requirements.

- Include a subscription of new HD scenarios for the life of the system at no cost. This subscription must ship at least 15 new scenarios quarterly. Scenario delivery by digital download via web access is unacceptable.
- Two- Active Eyewear 3D Shutter Glasses; Anaglyph 3D utilizing Red and Blue Glasses are not acceptable.
- Projector that is 3D Capable with Active Eyewear; Anaglyph 3D is not acceptable.
- 3D scenarios included in the preloaded scenario library. These 3D scenarios must be Stereoscopic HD1080i and work with Active Eyewear. At least 50 scenarios should be preloaded and new 3D scenarios will be free of charge and auto shipped quarterly with the scenario subscription.
- 3D Audio Controls for each individual speaker.
- A system that includes a Return Fire Simulation that is controlled wirelessly.
- A system that includes scenarios that automatically activate the Return Fire functionality when shots are fired.
- Additional 4 year warranty with CPU upgrade replacement and Laser refurbishment.

Technical Proposal

Each proposal submitted to the Village of Orland Park shall include, without limitation, the following information:

Experience: Describe the experience of the company and your involvement in projects of similar size and scope. Include the names of at least three (3) references and provide address and telephone information for each reference. The vendors grant the Village permission to contact said references and ask questions regarding prior work performance.

Operating History: Provide background information on your company, including, but not limited to, the age of the business, the number of employees and pertinent financial data that will permit the Village to determine the capability of the vendor to meet all contractual requirements.

Qualifications: List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

Services to be Provided: Please describe the services to be provided in narrative and/or outline form, as well as, a timeline for initial setup and implementation and ability to meet all requirements of this RFP.

Proposed Fee: State the total proposed fee, as well as, line item detail as specified on the Proposal Summary Sheet in Section II of this RFP. Please include any additions or exceptions to the requirements. The Village is exempt from all Federal and State tax; proposals must quote prices which do not include such tax.

PROPOSAL SUBMISSION REQUIREMENTS

TECHNICAL PROPOSAL

In addition to the required forms in *Section II* of this RFP, Proposers must include the information requested on page 7 as part of the Project Details of this RFP (the “Technical Proposal”) with their submittal.

REQUIRED FORMS

Proposers shall complete and submit the requested forms included in *Section II* of this RFP.

Proposal Summary Sheet – *Section II* includes the Proposal Summary Sheet which must be completed and submitted with the proposal.

Proposal Detail Sheet – *Section II* includes the Proposal Detail Sheet which must be completed and submitted with the proposal.

Affidavit of Compliance – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the proposal.

References – *Section II* includes the References form that must be completed and submitted with the proposal. Proposers shall provide three (3) references for which they have performed similar work. By providing this information, Proposers grant the Village permission to contact said references and ask questions regarding prior work performance. The Village may use the information gained from Proposer’s references to further evaluate Proposer responsibility.

Insurance Requirements – *Section II* includes the Insurance Requirements form which must be completed, signed and submitted with the proposal. Proposers may submit with the proposal a current policy Certificate of Insurance showing the insurance coverages the Proposer currently has in force.

SEALED PROPOSALS

Not later than 11:00 a.m., local prevailing time on February 11, 2016, all sealed proposals must be submitted to the Village Clerk’s Office labeled *RFP # 16-005 – Use of Force Simulator* in the lower left hand corner and addressed to:

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

Oral, telephonic, telegraphic facsimile or electronically transmitted proposals will not be considered. In order to be responsive, **SEALED PROPOSALS** must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

COPIES

Proposers must **submit four (4) complete, sealed and signed hardcopies of the proposal**. Three (3) bound sets and one (1) unbound set - shall be marked "Original" and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

WITHDRAWAL OF PROPOSALS

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. Proposals shall be irrevocable for a period of ninety (90) calendar days after the Village opens them.

OTHER

Each Proposer is responsible for reading this RFP and determining that the Proposal Specifications describe the Project in sufficient detail.

After proposals have been opened, no Proposer shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Proposer from its obligation to perform. All proposals must be made in accordance with this RFP, which is on file and may be obtained for examination in the Village's Clerk's Office and are made part of this notice as though fully set forth herein.

GENERAL TERMS AND CONDITIONS

Assignment – The successful Proposer shall not assign the work of this Project without the prior written approval of the Village.

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

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. 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. Proposers 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. Proposers are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Proposers are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Confidentiality – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Proposer in response to this RFP will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these RFPs, where applicable, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

Contract – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Proposer. In order to receive said Notice, the successful Proposer shall submit to the Village for its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Proposer if these documents are not submitted to and approved by the Village within ten (10) days of notice of proposal award. *Section III* includes a sample standard contract, subject to modifications, that the successful Proposer will be required to enter into with the Village within ten (10) business days of notice of proposal award (hereinafter referred to as the “Contract”). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Incurred Costs – The Village will not be liable in any way for costs incurred by Proposers in replying to this RFP.

Indemnification - The successful Proposer shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the “Worker’s Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys’ and witnesses’ fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Insurance – The successful 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 in *Section II* of this RFP. **Proposers must sign and submit with**

the proposal, the Insurance Requirements in Section II of this RFP, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Proposer. By signing this form, Proposers certify that in the event the Proposer does not already have the required insurance coverages in place, the Proposer has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Proposer within ten (10) days after the date of the Notice of Award of the Contract. Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed. Proposers have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Proposer may incur as a result of obtaining said required coverage's. Proposers also represent that they have taken the insurance requirements into account and at Proposers' sole discretion, has factored this into the proposal prices submitted. The successful Proposer is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount proposal, as a result of any expense the successful Proposer may incur to satisfy the obligations required herein.

Negotiations –The Village reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Project. 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 Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on price, the system's ability to meet the stated requirements, Company's reputation, service, and any additional factors deemed relevant. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village, or to reject any and all proposals submitted. Conditional proposal, or those which take exception to the Contract documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work in conformity with the Proposal and Contract documents, and the Proposer shall furnish to the Village all such information and data for this purpose as the Village may request.

PROPOSAL SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items:

1. A **Technical Proposal** as described in this RFP
2. Signed and completed **Required Forms** from *Section II*:
 - a. Proposal Summary Sheet
 - b. Proposal Detail Sheet
 - c. Affidavit of Compliance
 - Business Organization
 - Eligibility to Enter Into Public Contracts
 - Sexual Harassment Policy
 - Equal Employment Opportunity Compliance
 - Tax Certification
 - Authorization & Signature
 - d. Three (3) References
 - e. Insurance Requirements
3. Four (4) complete, sealed and signed hardcopies of the proposal - three (3) bound sets and one (1) unbound set - shall be marked “Original” and must contain original signatures. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive. Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

Submit your sealed proposals labeled RFP # 16-005 – Use of Force Simulator in the lower left hand corner and addressed to:

Village of Orland Park
Attn: Clerk’s Office
14700 S. Ravinia Ave.
Orland Park, IL 60462

4. **Acknowledgement of Addendum (if applicable):** Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Proposer’s failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

II – REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

RFP # 16-005 – Use of Force Simulator

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

Organization Name: _____

Street Address: _____

City, State, Zip: _____

Contact Name: _____

Title: _____

Phone: _____ Fax: _____

E-Mail address: _____

Please list any additions/exceptions to the requirements:

PROPOSAL DETAIL SHEET
RFP # 16-005 – Use of Force Simulator

<u>Item Description</u>	<u>Quantity</u>	<u>Cost/Unit</u>	<u>Total Cost</u>
Use of Force Simulation system	1	\$ _____	\$ _____
Lock Back Glock 22 recoil kits with a total of four magazines or two replica Glock handguns compatible with the system	2	\$ _____	\$ _____
Dry Fire Laser Kit for Glock's	2	\$ _____	\$ _____
Drop in recoil kits for M4 Rifle with a total of four magazines or two replica M4 rifles compatible with the system	2	\$ _____	\$ _____
Refill Nozzles for Recoil Kits	2	\$ _____	\$ _____
X2 Tasers and two dual laser cartridges for reloading drills for each weapon	2	\$ _____	\$ _____
Flashlights with Filter	2	\$ _____	\$ _____
OC Laser Sprays with thumb activation	2	\$ _____	\$ _____
Drop in shot gun adapter w/laser insert	1	\$ _____	\$ _____
An Auxiliary Control Box with Light bar	1	\$ _____	\$ _____
Ceiling Mount (at least one)	_____	\$ _____	\$ _____
50' Cable Bundle	1	\$ _____	\$ _____
Instructor Course Onsite for up to six trainees	n/a	\$ _____	\$ _____
A complete upgrade on all simulation system components by the end of the 4 th year of ownership	n/a	\$ _____	\$ _____
20 lb. CO2 tanks, all air cabling and two sleds for refillable magazines if applicable with the recoil system	2	\$ _____	\$ _____
TOTAL COST OF BASE SYSTEM + REQUIREMENTS			\$ _____

Preferred but not Required Items

<u>Item Description</u>	<u>Quantity</u>	<u>Cost/Unit</u>	<u>Total Cost</u>
Active Eyewear 3D Shutter Glasses (Anaglyph 3D utilizing Red and Blue Glasses are not acceptable).	2	\$ _____	\$ _____
Projector that is 3D Capable with Active Eyewear (Anaglyph 3D is not acceptable).	1	\$ _____	\$ _____
3D scenarios included in the preloaded scenario library. These 3D scenarios must be Stereoscopic HD1080i and work with Active Eyewear. At least 50 scenarios should be preloaded and new 3D scenarios will be free of charge and auto shipped quarterly with the scenario subscription.	n/a	\$ _____	\$ _____
3D Audio Controls for each individual speaker (Minimum 2)	_____	\$ _____	\$ _____
A system that includes a Return Fire Simulation that is controlled wirelessly.	n/a	\$ _____	\$ _____
A system that includes scenarios that automatically activate the Return Fire functionality when shots are fired.	n/a	\$ _____	\$ _____
Additional 4 year warranty with CPU upgrade replacement and Laser refurbishment.	n/a	\$ _____	\$ _____

Number of days to delivery from order date: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

AFFIDAVIT OF COMPLIANCE

Proposers shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposer is not responsible.

The undersigned _____, as _____
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of _____, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [] No []

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is *(check one)*:

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation _____
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [] No []

The Proposer is eligible to enter into public contracts, and 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.

3) SEXUAL HARRASSMENT POLICY: Yes [] No []

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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.”

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [] No []

During the performance of this Project, Proposer agrees to comply with the “Illinois Human Rights Act”, 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Proposer shall: (I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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. Subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer’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 Proposer or other organization and its customers. In the event of the Proposer’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 the Proposer 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.

5) **TAX CERTIFICATION:** Yes [] No []

Proposer 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.

6) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Proposer set forth on the Proposal Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Name of Authorized Officer

Title

Date

Subscribed and Sworn To
Before Me This ____ Day
of _____, 20__.

Notary Public Signature

NOTARY SEAL

REFERENCES

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 _____

Proposer's Name & Title: _____

Signature and Date: _____

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit
\$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

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
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

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

ACCEPTED & AGREED THIS _____ DAY OF _____, 20____

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – EXHIBITS

- **A – Sample Standard Form Contract**

EXHIBIT A
SAMPLE CONTRACT

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

This Contract is made this _____ day of _____, 20__ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and _____ (hereinafter referred to as the “VENDOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (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 VILLAGE’s RFP requirements
- Affidavit of Compliance
- References
- Certificate of Insurance

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

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

(Hereinafter referred to as the “GOODS”) as further described in the VILLAGE’S RFP requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR 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 VILLAGE agrees to pay the VENDOR 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 VILLAGE.

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

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The VENDOR 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 VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR 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 VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or

amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR 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. VENDOR 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.

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

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

SECTION 6: COMPLIANCE WITH LAWS: VENDOR 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: VENDOR 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 VENDOR 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 VENDOR 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. VENDOR 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. VENDOR 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 VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone:
Facsimile:
e-mail:

To the VENDOR:
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 VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, 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 VENDOR'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 VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

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

SECTION 11: COMPLIANCE: VENDOR 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: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party

with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 13: 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 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: 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 VILLAGE

FOR: THE VENDOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

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

The VENDOR 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 VILLAGE prior to the issuance of final payment.

VENDOR 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.*)

VENDOR will not be relieved of any obligation to the VILLAGE 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 VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

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

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR 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 VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

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

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

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