

VILLAGE OF ORLAND PARK, ILLINOIS

INVITATION TO BID

Salt Brine Production System

ISSUED

Friday, July 30, 2010

BID OPENING

Friday, August 13, 2010
11:00 a.m.

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I. INSTRUCTIONS TO BIDDERS

OVERVIEW

The Village of Orland Park requests Bids for a Salt Brine Production System, (“the Project”) for the Village of Orland Park, Illinois (“Village”). See the Bid Specifications prepared by the Village of Orland Park Public Works Department for details on the Project (“Specifications”).

In order to be responsive, SEALED BIDS 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, **not later than 11:00 a.m., local prevailing time on Friday, August 13, 2010.** All sealed bids must be submitted to the Village Clerk’s Office, located at the above stated address. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project which described in detail consists of the following:

Provide a portable Salt Brine Production System designed to convert rock salt to brine producing a minimum of five thousand (5,000) gallons per hour of twenty-five (25) percent salt brine and store/maintain a continuous supply of a minimum one thousand four hundred (1,400) gallons of salt brine in accordance with the Bid Specifications in Section III.

Oral, telephonic, telegraphic facsimile or electronically transmitted bids shall not be considered. No oral comments will be made to any Bidder as to the meaning of the Plans and Specifications or other contract documents. Requests for comments shall be made in writing. Contact Brian Madon by fax at (708) 403-8798 if you have any technical questions on this project. Inquiries received in writing within five (5) or more days prior to the bid opening will be given consideration and answers will be provided in writing to all potential bidders and will be available to the public. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder 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 bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modification or additions to the Specifications or General Provisions, or other bid documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum not less than three (3) calendar days before bids are opened to those persons who have received bid 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.

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Subsequent addenda shall govern over prior addenda only to the extent specified.

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

Any references in the Specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Bids on other makes will be considered, provided each bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

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BID SPECIFICATIONS FOR:

Salt Brine Production System

SCOPE OF WORK:

The Village of Orland Park, Illinois is requesting bids for the purchase of a portable Salt Brine Production System designed to convert rock salt to brine producing a minimum of five thousand (5,000) gallons per hour of twenty-five (25) percent salt brine and store/maintain a continuous supply of a minimum one thousand four hundred (1,400) gallons of salt brine in accordance with the Bid Specifications in Section III. Total brine production system shall be capable of pumping the brine into mixing and storage tanks.

EQUIPMENT REQUIREMENTS:

The following is a list of minimum equipment requirements:

- The unit shall be portable and designed to be moved with a forklift;
- The frame shall be of stainless steel 401/409 construction;
- Total brine production system shall fit within a maximum space of 9 ¾ ft. wide (x) 8 ½ ft. deep (x) 7 1/3 ft. height;
- One (1) 3,000 gallon tank w/16" lid, 3" outlet, 95"d (x) 109"h rated for 16# per gallon liquids and 5 year warranty;
- One (1) 6,500 gallon vertical tank heavy duty 119"d (x) 150"h;
- One (1) 10,000 gallon vertical tank heavy duty 141"d (x) 160"h;
- Three (3) 3HP 2" poly pumps 1 phase;
- Poly hinged enclosure with base & hose rack;
- On/off control box for pump with indicator light 110v 1ph;
- 2" plumbing package with load/off-load and recirculation capabilities including valves, couplers, agitators and hose with stainless steel pump, 5hp, 1ph, 220v;
- Two (2) 100 gallon pre-wet systems with 12 volt pump, 3.5 gpm, on/off switch box with manual 1-10 dial setting, poly tank, stainless steel door for pump enclosure molded into end of tank, powder coated frame to **mount tank to sander** and all plumbing to make unit operational;
- Eight (8) 100 gallon pre-wet systems with 12 volt pump, 3.5 gpm, on/off switch box with manual 1-10 dial setting, poly tank, stainless steel door for pump enclosure molded into end of tank, powder coated frame to **mount tank to tailgate** and all plumbing to make unit operational;

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SPECIAL CONDITIONS:

These detailed specifications shall be construed as “minimum.”

All integral parts and hardware not specifically mentioned in the scope of the specifications that are necessary to provide a complete working unit shall be furnished.

The bidder shall indicate whether the Salt Brine Production System that is being furnished complies or does not comply with each section of the specifications as written on the Bid Specifications Comply/Exception forms in Section III. The bidder shall explain the reason for each exception taken in each section. Failure to properly complete the bid specification form may result in the disqualification of the proposed bid.

Bid Submission:

Please provide a total bid price and delivery time (days) from the date of order of the Salt Brine Production System on the Bidders Summary Sheet located in Section II.

GENERAL PROVISIONS

Contract – The successful bidder will be required to enter into a standard form contract, with the Village of Orland Park within ten (10) days of notice of bid award (hereinafter referred to as the “Contract”).

This contract will expire upon completion, inspection, acceptance, and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

Period of Performance - Actual work cannot begin until the Village issues a written Notice to Proceed to the Contractor. In order to receive said Notice, the Contractor shall submit to the Village for its approval all the necessary contracts and insurance. Village approval of the contracts, 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 bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award.

Payments – Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor’s Dated Invoice for the amount being requested. Invoices should include the following information:

- Name and address of contractor
- Purchase order number
- Dates of service
- Current invoice amount

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Assignment – Successful bidder shall not assign the work of this Project without the prior written approval of the Village.

Compliance with Laws – The bidder 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 bids or the performance of the Contract.

Bidder 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.

Contractor shall be 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. Contractor is 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.

Guarantees and Warranties - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid. The bidder shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

By submitting a bid, bidder expressly warrants that the materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village.

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Indemnification - The selected contractor shall indemnify and hold harmless the Village of Orland Park ("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 Contractor, 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 Contractor, its officers, agents and/or employees arising out of , or in performance of any of the provisions of the Contract Documents, 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 Contractor 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 Contractor 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 Contractor 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.

BID SUBMISSION REQUIREMENTS

Bidder must submit three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be complete bound copies and one (1) of which shall be a complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall have forms with original signatures .

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

Each bidder is responsible for reading the bid documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a bidder to do so shall not relieve the bidder of any obligation with respect to said bid. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in the Specifications and shall note in its bid the adjustments made to accommodate

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such deficiencies in the Specifications. After bids have been opened, no bidder shall assert that there was a misunderstanding concerning the nature of the work to be done or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this Invitation to Bid and Specifications, (Project manual) all of which are on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

Bidder Summary Sheet – Section II includes the Bidder Summary Sheet that must be completed and submitted with the bid package.

Bid Deposit – No bid deposit is required to be submitted with this bid.

References – Bidders shall provide the Village with the names and contact information of three (3) references for which they have performed similar work. The bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village shall use the information gained from bidder's references to further evaluate the bidders.

Insurance – Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. **Bidders must sign and submit with the bid, the Insurance Requirements page, as recognition of the insurance coverages 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 bidder.** By signing this form, the bidder is certifying that in the event the bidder does not already have the required insurance coverages in place, that the bidder has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the bidder within ten (10) business days after the date of the Notice of Award of the Contract. The bidder has the sole responsibility of verifying that the coverages and endorsements will be available for purchase and has made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful bidder may incur as a result of obtaining said required coverage's. The bidder also represents that they have taken the insurance requirements into account and at the bidders' sole discretion, has factored this into the bid prices submitted. The successful bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village of Orland Park be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful bidder may incur to satisfy the obligations required herein.

Please submit with the bid, a current policy Specimen Certificate of Insurance showing the insurance coverages the bidder currently has in force.

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Upon award of the contract, 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 and endorsements will be required to be submitted if awarded the contract.** 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, but failure of the insurer to strike this reference shall not be a waiver of the obligation to provide any written notice.

Payment and Performance Bonds – No payment or performance bonds are required to be submitted by the successful bidder in relation to this project.

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

Other - Bidders must complete and submit all of the Salt Brine Production System Specification forms and Equipment Requirements – Unit Pricing pages in Section III by indicating if the equipment will comply or if there will be an exception. Bidder must also submit the make and model of the equipment that you will provide if selected. List the total cost and the delivery time after bid award on the Bidder Summary Sheet in Section II.

The Specifications are not intended to describe a particular manufacturer’s product. Brand names specified in the Specifications shall be deemed to include approved equals, but bidder must obtain the Village’s approval of their proposed equal not less than five (5) calendar days before bids are opened, and the Village will notify all bidders accordingly.

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EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids.

The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, 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 bidder to perform the work in conformity with the Contract documents, and the bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Contract shall be awarded to the lowest responsive, responsible bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the bidders.

Award of the contract is subject to Village of Orland Park Board approval.

The Village may also conduct a pre-award facility survey of the bidder. This survey may include, but is not limited to, determining if the bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof.

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BID SUBMITTAL CHECKLIST

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

- Sealed Bid Envelope - **Addressed to the Village of Orland Park, Attn: Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, IL 60462, and labeled: ***Salt Brine Production System*** in the lower left hand corner.
- Bid - Bidder must submit **three (3) complete, sealed, signed and attested copies of the bid, two (2) of which shall be a complete bound copies and one (1) of which shall be a complete, identical, unbound copy of the bid**, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall be with the original signatures.
- All forms completed from Section II:
 - Bidder 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 III:
 - Bid Specifications (Comply & Exception Sheets – 7 pages)
 - Equipment Requirements – Unit Pricing

II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

Salt Brine Production System

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

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

FEIN #: _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

TOTAL BID PRICE: \$ _____

**Make and Model of Salt Brine
Production System to be provided** _____

Days to Delivery _____

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 _____, 20____.

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 contractor'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 bid for _____ (Name of Contractor) for _____ (General Description of Work Bid on) to the Village of Orland 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 _____, 20__.

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 Contractor'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 Contractor 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 Contractor 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 Contractor and any person under which any portion of the Contractor'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 Contractor 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 bid to the Village of Orland Park 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 _____, 20__

REFERENCES

(Please 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 _____

Bidder's Name: _____

Signature & 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
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. 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 bidder 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 bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS _____ DAY OF _____, 20____

Signature

Authorized to execute agreements for:

Printed Name & Title

Name of Company

III – BID SPECIFICATIONS AND ADDITIONAL INFORMATION

**Bid SPECIFICATIONS
(Comply/Exception Forms)**

PROJECT:

The salt brine production system quoted shall be designed to convert rock salt to brine and shall be in accordance with the Bid Specifications in Section III herein. The unit bid shall be of such design and construction as to comply with the requirements hereinafter stated and any parts or attachments necessary to form a complete, functioning unit must be furnished, whether specifically mentioned herein or not.

COMPLIANCE TO SPECIFICATIONS:

The bidder shall indicate the equipment that is being furnished complies or does not comply with each section of the specifications as written. **The bidder shall explain the reason for each exception taken in each section.** Failure to properly complete the Bid Specifications (Comply/Exception) form may result in the disqualification of the proposal bid.

The Village will inspect the completed equipment at the time of delivery for compliance to the accepted specifications. The equipment will be inspected for proper workmanship, including, but not limited to, painting, welding, wiring, hose routing and general fit and finish. This inspection shall be completed before the Village accepts the equipment.

**VILLAGE OF ORLAND PARK
 BID SPECIFICATIONS**

SALT BRINE PRODUCTION SYSTEMS

SALT BRINE SYSTEM

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
A.	The salt brine production system shall produce minimum five thousand (5,000) gallons per hour of twenty-five (25) percent salt brine and store/maintain a continuous supply of minimum 1,400 gallons of salt brine.	_____	_____
B.	Total brine production system shall be capable of pumping the brine into mixing and storage tanks.	_____	_____
C.	Unit shall be portable and designed to be moved with a forklift.	_____	_____
D.	Frame shall be of stainless steel 401/409 construction.	_____	_____
E.	Total brine production system shall fit within a maximum maximum space of 9 3/4 ft. wide 8 1/2 ft. deep 7 1/3 ft. height.	_____	_____

TANKS

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
A.	Brine production system shall consist of a mixing tank and brine holding tanks.	_____	_____
B.	Mixing tank shall have a minimum rock salt capacity of five (5) cubic yards. Tank will be capable of being loaded with rock salt by a two (2) cubic yard wheel loader. Opening for loading salt shall be a minimum 9 1/2' wide x 4' deep.	_____	_____
	Tank(s) construction: _____ stainless steel gauge: 10 & 16	_____	_____
C.	Tank shall be plumbed to provide a flushing capability and feature an easily cleaned sump area.	_____	_____
	Unit must provide ability to be connected to a wheel loader for clean out and debris dumping.		
D.	Brine holding tank's capacity shall be a minimum of 1,400 gallons.	_____	_____
E.	All tanks and mounting hardware shall be made of non-corrosive material such as stainless steel.	_____	_____
F.	Tanks shall be designed to support the designed capacity of all loads that may be placed within them.	_____	_____
G.	Front of tank is looking at the loader hook up. All pump and controls shall be on the right side, raised approximately twenty-four (24) inches off the ground. The top funnel of the salt tank shall be continuously welded solid around the tank.	_____	_____
H.	The loader hookup shall extend out from the tank minimum three (3) inches. Mixing tank shall be equipped with standard IT Coupler for Caterpillar Loader.	_____	_____

TANKS

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
I.	Tanks shall be easily removed from brine maker assembly and dumped for easy, complete clean out of sludge. Shoveling or flushing sludge through drain clean out methods are not acceptable.	_____	_____
J.	Tank shall be designed to withstand all stresses associated with removal and dumping of sludge.	_____	_____
K.	Mixing tank shall be mounted higher than the holding tank to permit to complete gravity draining of brine from the mixing tank through the manifold into the holding tank prior to removing the mixing tank for cleaning.	_____	_____
L.	Holding tank shall have a bottom flush mount clean out/drain. If holding tank is equipped with a lid, the bottom drain shall be located on the opposite end of the lid access hold.	_____	_____
M.	Drain shall be a minimum of two (2) inches in diameter.	_____	_____
N.	Tank shall have a fresh water fill line, at the overflows, plumbed to the automatic fill system. Fresh water is for adjusting brine solution concentration in the hold tank.	_____	_____
O.	Brine shall flow by gravity from the mixing tank to the holding tank through a minimum of two (2) overflows.	_____	_____
P.	Overflows shall be designed to prevent salt and floating sludge from plugging the screens and shall be vented to prevent hydro-locking.	_____	_____
Q.	Overflows shall be equipped with continuous stainless steel screens that allow only liquid passage thru sieve.	_____	_____

PLUMBING AND PUMPING SYSTEMS

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
A.	There shall be two (2) plumbing systems: the fill system and the discharge system.	_____	_____
B.	Piping and all fittings shall be schedule eighty (80) PVC and/or braided EPDM hose.	_____	_____
C.	All threaded fittings shall be made of glass filled polypropylene.	_____	_____
D.	All valves shall be ball type made of glass filled polypropylene. RV style gate valves are not acceptable.	_____	_____
E.	Fill system shall be 2" I.D. piping to the mixing tank manifold and 1" I.D. to the holding tank.	_____	_____
F.	Main water inlet line for the system must be regulated via a mechanical water level (float) on-off valve. Inlet plumbing shall also include a manual on-off ball valve allowing the flow to be directed to either mixing or holding tanks or both.	_____	_____
G.	Main water inlet shall be a 2" cam lock nipple for attaching a hose to the water supply source.	_____	_____
H.	Brine level on-off valve is to be activated by a float mounted in the salt brine holding tank. Full level is to be 6" below the top of the brine tank.	_____	_____
I.	Level sensor shall automatically turn the water supply on and off to the mixing tank manifold and holding tank as the brine level changes in the holding tank.	_____	_____
J.	Mixing tank manifold shall be designed to flow a minimum of 5,000 gallons per hour and achieve a 25% brine solution. Manifold shall be mounted approximately two (2) to four (4) inches off the bottom of the tank, and shall be secured at both ends and be easily removed for tank cleaning.	_____	_____

PLUMBING AND PUMPING SYSTEMS

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
K.	Holding tank line shall have a 1/4 turn on-off ball valve to regulate flow.	_____	_____
L.	Discharge system shall have an MP Chemo-Flo-4 or Village of Orland Park approved alternate minimum one hundred fifty (150) GPM stainless steel water pump with two (2) inch I.D. inlet and one and one half (1 1/2) inch I.D. outlet. Pump shall be direct mounted to the motor.	_____	_____
M.	Pump's suction side shall be plumbed to permit two supply sources: one (1) line shall be plumbed to the brine holding tank with an on/off ball valve and the other line to mixing tank or for pumping brine from a separate storage tank with an on/off ball valve and camlock connector.	_____	_____
N.	Pump's discharge side shall have a three (3) position ball valve, Banjo or Village of Orland Park approved alternate. One (1) line shall include a one-way check valve and connect to the main water feed line to the mixing tank and the other line shall have a camlock connector. (Three (3) position ball valve shall direct pump flow to either side of the valve and have an "off" position to stop flow completely.)	_____	_____
O.	Plumbing systems shall be installed in a protected area so that the system can be easily serviced and operated.	_____	_____
P.	Pump, float valve and ball valves shall be removable (unions shall not be cemented)	_____	_____

ELECTRICAL

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
A.	Electrical service to the brine machine shall be a 110 volt, single phase system.	_____	_____
B.	Electrical system shall be mounted in a waterproof electrical box with minimum of ten (10) foot of cord to allow mounting out of secondary containment.	_____	_____
C.	Electrical box shall contain the remote on-off switch connection, motor control, circuit breaker and ground fault interrupted protection.	_____	_____
D.	Waterproof on-off switch shall be supplied and remote mount on a minimum ten (10) foot cable.	_____	_____
E.	Minimum ten (10) foot of waterproof, 10-3 power supply cable to the electrical box shall be provided. Village of Orland Park personnel shall direct wire or install plug end to cable.	_____	_____
F.	All electrical wiring shall be contained within conduit. All connections and fittings shall also be watertight.	_____	_____
G.	Pump motor shall be minimum three (3) horsepower TFC.	_____	_____
H.	Motor shall be direct mounted to pump and minimum ten (10) foot of hose shall be provided to allow mounting out of secondary containment area.	_____	_____

FUNCTIONS

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
A.	Unit(s) bid shall be capable of the following: <ol style="list-style-type: none"> 1. Full range salinity adjustment 2. Feature transfer to storage tank and/or mobile truck - mounted tanks. 3. Automatic control of water infeed with shut-off. If NO , explain: <hr/> <hr/>	_____	_____

INSTALLATION

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>COMPLY</u>	<u>EXCEPTIONS</u>
A.	Village of Orland Park will be responsible for the installation of these units within the Orland Park facility.		
B.	All necessary components, hoses, wiring, mounting brackets and clamps shall be furnished to facilitate the installation of the brine maker and supplemental storage tanks to provide a complete working system.	_____	_____
C.	Included: Spare hoses, fittings, mounting brackets, and clamps.	_____	_____

EQUIPMENT REQUIREMENTS - Unit Pricing

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
3,000 gallon tank w/16" lid, 3" outlet, 95"d (x) 109"h rated for 16# per gallon liquids and 5 yr. warranty	1	\$ _____	\$ _____
6,500 gallon vertical tank heavy duty 119"d (x) 150"h	1	\$ _____	\$ _____
10,000 gallon vertical tank heavy duty 141"d (x) 160"h	1	\$ _____	\$ _____
3 HP 2" poly pump 1 phase	3	\$ _____	\$ _____
poly hinged enclosure with base & hose rack		\$ _____	\$ _____
On/off control box for pump with indicator light 110v 1ph		\$ _____	\$ _____
2" plumbing package with load/off-load and recirculation capabilities including valves, couplers, agitators and hose with stainless steel pump, 5hp, 1ph, 220v		\$ _____	\$ _____
100 gallon pre-wet systems with 12 volt pump, 3.5 gpm, on/off switch box with manual 1-10 dial setting, poly tank, stainless steel door for pump enclosure molded into end of tank, powder coated frame to mount tank to sander and all plumbing to make unit operational	2	\$ _____	\$ _____
100 gallon pre-wet systems with 12 volt pump, 3.5 gpm, on/off switch box with manual 1-10 dial setting, poly tank, stainless steel door for pump enclosure molded into end of tank, powder coated frame to mount tank to tailgate and all plumbing to make unit operational	8	\$ _____	\$ _____

**VILLAGE OF ORLAND PARK
(Contract for Purchase of Goods)**

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 Invitation to Bid
- The Instructions to the Bidders
- The Bid Proposal as it is responsive to the VILLAGE’s bid requirements
- Certification of Eligibility to Enter into Public Contracts
- All Certifications required by the VILLAGE
- Certificates of Insurance

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

Description	Unit Price	Quantity	TotalCost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(hereinafter referred to as the “GOODS”) as further described in the VILLAGE’S bid 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 VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following:

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 of this Contract without the express written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: 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.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify 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.

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 Insurance Certificates provided by the VENDOR in compliance with 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 all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

SECTION 7: 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 8: 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:
Denise Domalewski
Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the VENDOR:

Telephone:
Facsimile:
e-mail:

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

SECTION 9: 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 10: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 11: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 12: 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: Village Manager

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 shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any 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. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors 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 the Contract.

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.