



VILLAGE OF SKOKIE PURCHASING DIVISION

NOTICE OF BID LETTING

Specification and Contract Document Number: 2014-02-21

**VILLAGE OF SKOKIE POLICE DEPARTMENT
RADAR EQUIPMENT**

Name of Bidding Firm: Ray O'Herron Co., Inc.

Bid Opening Time and Date: **11:00A.M., Wednesday, February 19, 2014**

Bid Deposit: None

Performance & Payment Bond None

PLEASE MARK THE RETURN ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Specification Number

RETURN BIDS TO:

Village of Skokie
5127 W. Oakton Street
Skokie, IL 60077
ATTN: Michael Aleksic, Purchasing Agent
Telephone: (847) 933-8240 Facsimile: (847) 568-8839
E-mail michael.aleksic@skokie.org

***BIDS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE
ACCEPTED***

Please return the entire document intact.

STANDARD INSTRUCTIONS AND GENERAL CONDITIONS

Village of Skokie

1. **Submission of Proposal:** All bids must be delivered to the office of the Purchasing Agent at the Village by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids, which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope. All bids shall be submitted in sealed envelopes carrying the following information: bidder's name, address, subject matter of proposal and designated date and time of bid opening. Bids transmitted by facsimile shall not be accepted unless such transmission is specifically provided within the bid document. Sealed bids will be opened in public at the time and place shown herein. After the public bid opening, however, bid results will not be available until after award of the contract.
2. **Bid Deposit:** When required on the cover sheet, a bid deposit in the amount specified shall accompany all bids. Bid deposits shall be in the form of a bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Skokie. All bids not accompanied by a bid deposit, when required, will be rejected. Bid deposits of the two lowest bidders will be returned after the contract is awarded. Bid deposits of all others will be returned immediately. The bid deposit of the accepted bidder will be returned upon receipt by the Village of satisfactory performance bond where such bond is required or completion of contract.
3. **Performance Bond:** When required by the specifications herein, the successful bidder shall furnish a performance bond, acceptable to the Village, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the Village as liquidated damages and not as a penalty. IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages the Village will sustain due to the bidder's failure to furnish said bond.
4. **Withdrawal of Proposal:** Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days. When this contract must be approved by another agency, no bid shall be withdrawn or cancelled for a period of ninety (90) days after the bid opening time.
5. **Preparation of Proposal:** The bidder shall prepare proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink. Pricing shall be in U.S. Dollars (USD). If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the Corporation, which permits the person to execute the offer for the Corporation. If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Purchasing Agent shall be submitted. All responses shall be prepared in the English language.
6. **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 contract. Any contract resultant from this solicitation shall be governed under the laws of the State of Illinois.
7. **Interpretation of Contract Documents:** Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed to all prospective bidders. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. Bidder will acknowledge receipt of each addendum issued. Oral explanations will not be binding. Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended only to indicate articles that will be satisfactory, and shall is not intended to restrict competition. Bids on other makes and catalog numbers will be considered, provided each bidder clearly states exactly what is proposed to be furnished. Unless so stated on proposal, it shall be understood that bidder intends to furnish item identified and does not propose to furnish an "equal". The Purchasing Agent 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 major or minor variations from specification requirements by which may comply substantially therewith.
8. **Conditions:** Bidders are advised to become familiar with all terms, conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.
9. **Catalogs:** Each bidder shall submit, where necessary, or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished. Failure to provide such information as required may result in bid disqualification.

10. **Consideration of Proposals:** The Purchasing Agent shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to reject any or all proposals and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such action. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Skokie upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any previous contract with the Village. The bidder, if requested, must present within 48 hours, evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.
11. **Discounts:** Bidders shall provide prompt payment discounts in the area shown herein. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Village, whichever is later. Prompt payment discounts shall not be a consideration in the award of a contract.
12. **Guarantees and Warranties:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final voucher on the contract is issued. The warranty period shall commence upon final acceptance of product.
13. **Delivery:** All materials shipped to the Village of Skokie must be shipped F.O.B. delivered, designated location, Skokie, Illinois. If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted before 4:30 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
14. **Inspections:** The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.
15. **Taxes:** Federal Excise Tax does not apply to materials purchased by the Village of Skokie, Illinois Retailer's Occupation Tax, Use Tax, and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village of Skokie by virtue of Statute.
16. **Patents:** Bidders agree to indemnify, defend and save harmless the Village of Skokie from and against all demands, claims, suits, cost, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
17. **Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, save harmless and defend the Village of Skokie, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Village of Skokie, its agents, servants, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provisions of this paragraph shall *not* be waived.
18. **Termination of Contract:** The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the Skokie Board of Trustees. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.
19. **Regulatory Compliance:** Seller represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure Act, and shall otherwise comply with the requirements of said act for materials and supplies covered by the act.
20. **Special Handling:** Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery.
21. **Prevailing Wage:** When specified herein, not less than the Prevailing Rate of Wages as found by the Village of Skokie or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract. Prevailing Wage Information may be obtained on the Internet by accessing The Illinois Department of Labor web-site at <http://www.state.il.us/agency/idol/CM/ODDMO/COOKxxxx.htm>. In such cases, the General Contractor shall provide written prevailing wage notification to each subcontractor, and shall post the prevailing wage rates at the job-site(s).
22. **Equal Employment Opportunity:** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Additionally, the Contractor shall comply with the Village of Skokie Fair Employment Ordinance.

SPECIAL TERMS & CONDITIONS

- 1.0 Scope:
The scope of this contract is to establish a source for the provision and delivery of speed measurement devices, inclusive of all required technology and services, as specified herein.
- 2.0 Pricing:
Pricing for all units shall be F.O.B. Destination, with all freight charges borne by the bidder.
- 3.0 Delivery:
All items ordered herein shall be delivered F.O.B. Destination, to the Village of Skokie Police Department, 7300 Niles Center Rd., Skokie, IL. 60077.
- 4.0 Method of Award:
Award shall be made to the lowest responsive and responsible bidders who best meets the specifications herein and is best qualified to perform in accordance with the terms and conditions of the contract.
- 5.0 Specification Compliance:
The specifications herein reference items by brand name and/or use specific language to describe a product. **No substitutions are allowed and will not be considered.**
- 6.0 Bidders & Equipment Qualifications:
All bidders must be authorized distributors and demonstrate the capacity to provide, or have provided, the equipment specified herein.
- 7.0 Estimated Quantity:
The quantities indicated are estimates of the total quantity to be purchased. The Village of Skokie does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount. The Village anticipates purchasing entire estimated quantity under one purchase order.
- 8.0 Contact:
For further information regarding the description of bid items and/or bid process issues, contact the Village of Skokie Purchasing Agent, Michael Aleksic, at 847-933-8240.
- 9.0 Warranty:
All equipment included in this bid shall be warrantied, 100% parts and labor, as specified herein and/or per the manufacturer's standard warranty (whichever is longer). Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications

or standards incorporated herein. Furthermore, such items will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Village may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

10.0 References:

In order to allow the Village an opportunity to evaluate the experience of your firm as it relates to this project, please complete the enclosed "References" form. Provide references of organizations, which have utilized similar services. A minimum of three (3) references is requested; however a bidder may list more than three. Failure to include references may result in bid disqualification.

11.0 Additional Information:

Should the bidder require additional information about this bid, please email to michael.aleksic@skokie.org no later than three (3) business days prior to the bid opening date. Questions may also be faxed to the Purchasing Division at 847-568-8839. Any and all changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings cause a bidder to improperly submit a bid.

SPECIFICATIONS

The Village of Skokie is engaging in a project to replace specific speed measurement devices assigned within the Police Department. The selected vendor will be responsible for supplying all needed equipment and shipping.

Bids **must** include the following equipment, with options, capabilities and features, exactly as listed in items I, II and III:

I. Quantity: (10) Ten – Kustom Signals, INC. Raptor RP-1 Radars

Features:

- Directional and same lane K band radar, dual antennas
- DuraTrak™ Target Tracking
- TruTrak™ with Automatic Mode Switching
- Selection of interface output formats, including IACP's Down-the-Road radar protocol for In-Car Video systems
- Full protection against water and dust: IP67 compliant display, K band antennas TruTrak's VSS interface
- Smart Patrol Search, operating when the speedometer input is not connected to reduce shadowing and patrol combining when coming out of hold mode
- Directional moving/stationary Doppler radar system
- LCD Graphical Display with full text messaging
- Automatic or manual LED backlight adjustment to ambient light in day or night mode
- Complete enforcement control from the display
- Digital Signal Processing (DSP) for tracking multiple targets, greater accuracy and range sensitivity
- Manual and auto self-test with every locked target
- Selection of mounts available for Ford and Chevy vehicles, permanent mount

Options:

- Same direction moving mode with auto Fastest
- Separable display
- Wireless IR remote
- The display must be separated from the processing unit via the manufacturers Display Separation Plate and Cable option, and modification must not void or reduce manufacturer's warranty. Separation cable between display and processing unit to be at least 10 feet in length.

II. Quantity: (1) One – **Kustom Signals, INC ProLaser 4 Traffic Safety LIDAR**

Features:

- Rugged Lexan™ handle
- Aluminum housing
- Rubber protection bumpers
- Non-slip interchangeable pistol grip
- High performance in all conditions
- Poor weather mode

Specifications:

- Laser wavelength: 904 nm +/- 10 nm
- Speed accuracy: +/- 1 mph (+/- 1 km/h)
- Speed range: 10 - 200 mph (16 - 320 km/h)
- Range accuracy: +/- 6 inches (+/- 15 cm)
- Display resolution: 0.1 ft (0.1 m)
- USB type B
- 12 VDC adaptor
- Acquisition time: 0.3 seconds (on qualified targets)
- Laser beam width: 1 mR horizontal/2.67 m vertical
- Eye safety: CDRH/FDA Class 1 or 1M (IEC60825-1)
- Operating temp: -22°F to 140°F (-30°C to 60°C)
- Power input: 4 x AA batteries
- I/O data port: USB with high retention connector
- USB to PC interface
- Profile (H x W x L): 9.8" x 4.3" x 6.3" (25 cm x 11 cm x 16 cm)
- Weight (inc. batteries): 2.5 lbs (1.08 kg)
- Hogue™ Cobblestone over-sleeve grip
- In-car battery charger with AC/DC input
- AA NiMh rechargeable batteries
- ProLaser 4 Package (must include with this order)
 - Hogue™ Cobblestone over-sleeve grip
 - In-car battery charger with AC/DC input
 - AA NiMh rechargeable batteries
 - 3 year warranty

III. Quantity: (3) Three – Kustom Signals, INC. Falcon HR Radars

Features:

- Directional Doppler radar system
- Moving with opposite and same lane
- Digital Signal Processing (DSP) for tracking multiple targets
- TruTrak® cable kit, enables automatic mode switching
- Smart Patrol Search™
- Track thru lock operation
- LCD non-multiplexed display for improved readability
- LED backlight for night time operation
- Simple push button user interface
- Auto self-test with every locked target
- Narrow 12° beam width for improved targeting
- Moving operation with IR remote
- Fastest vehicle mode
- Stationary operation
- Direction sensing/selection
- Battery handle / cordless
- Quick charger in car

Specifications:

- Frequency: K-band 24.125 GHz (+/- 100 MHz)
- Beam Width: 12° horizontal
- Operating Voltage: Corded: 10 to 16.5 VDC, Cordless: 7.2V DC
- Weight: 2.0 lbs. with corded handle (0.9 kg)
- Speed Accuracy: Stationary +/- 1 mph (+/- 1 kph), Moving: +/- 2 mph (+2/-3 kph)
- Standard Warranty: 2 Years

Ray O'Herron

BID FORM

The undersigned proposes, in accordance with the Terms and Conditions of this contract, to provide and deliver F.O.B. Destination, the following:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Kustom Signals Inc. Raptor RP-1 Radars CRS#833 & 842	10	\$ <u>1,680.00</u>	\$ <u>16,800.00</u>
Kustom Signals Inc. ProLaser 4 Traffic Safety LIDAR CRS# 2000	1	\$ <u>2,450.00</u>	\$ <u>2,450.00</u>
Kustom Signals Inc. Falcon HR Radar CRS #7002, 1623, 1610, & 1640	3	\$ <u>1,705.00</u>	\$ <u>5,115.00</u>
		TOTAL BID:	\$ <u>24,365.00</u>

Signed: Ray O'Herron Title: President

Date: 2/17/2014

REFERENCES

for

VILLAGE OF SKOKIE

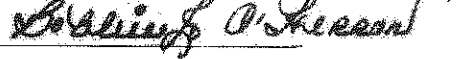
Please list below current business references for which you have performed work similar to that required by this proposal. *Please provide this information for each partner in a Joint Venture, and for all Subcontractors.*

Facility: Tinley Park Police Department
Address: 7850 West 183 Street
City, State, Zip Code: Tinley Park, IL 60487
Telephone Number: 1(708)532-9111
Contact Person: Commander Steve Vaccaro
Dates of Service: Continuous

Facility: Joliet Jr. College Police
Address: 1215 Houbolt Road
City, State, Zip Code: Joliet, IL 60431
Telephone Number: 1-815-280-2552
Contact Person: Chief Pete Comanda
Dates of Service: Continuous

Facility: Will County Sheriff's Department
Address: 14 W. Jefferson
City, State, Zip Code: Joliet, IL 60433
Telephone Number: 1-815-727-8798
Contact Person: Sergeant Steve Byland
Dates of Service: Continuous

Complete this form and submit it with Form of Proposal.

Offeror's Name: Bobbie Jo O'Herron Signature: 
President

BUSINESS ORGANIZATION:

Please check the appropriate form of business organization below.

_____ Sole Proprietor: An individual whose signature is affixed.

_____ Partnership: State full names, titles and addresses of all responsible principals and/or partners on a separate sheet, and return along with your bid response.

 X Corporation: Incorporated under the laws of the State of Illinois. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

List Names of Officers:

President Bobbie Jo O'Herron

Vice President Raymond O.C. O'Herron

Secretary Raymond O.C. O'Herron

Treasurer Bobbie Jo O'Herron