

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0204

Innoprise Contract #: C15-0004

Year: 2015

Amount: \$31,900.41

Department: IT - Norm Johnson

Contract Type: Purchase of Goods and Services

Contractors Name: MCPc, Inc.

Contract Description: Civic Center Audio-Visual Equipment



MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

VILLAGE HALL

February 9, 2015

Mr. Michael Kelly
MCPC, Inc.
1801 Superior Ave., Ste. 300
Cleveland, Ohio 44114

RE: NOTICE TO PROCEED – CIVIC CENTER AUDIO-VISUAL SYSTEM

Dear Mr. Kelly:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact Norm Johnson at 708-403-6210 to arrange the commencement of the work.

The Village has processed Purchase Order #15-000436 for this contract/service and emailed this to your attention on January 30, 2015. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated January 27, 2015 in an amount not to exceed Thirty One Thousand Nine Hundred and 41/100 (\$31,900.41) Dollars, signed proposal/work order and tax exempt certificate. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

CC: Norm Johnson

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
(708) 403-6100
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VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
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Carole Griffin Ruzich
Daniel T. Calandriello

January 12, 2015

Mr. Michael Kelly
MCPc, Inc.
1801 Superior Ave., Ste 300
Cleveland, Ohio 44114

NOTICE OF AWARD – Orland Park Civic Center Audio-Visual Equipment

Dear Mr. Kelly:


This notification is to inform you that on January 5, 2015, the Village of Orland Park Board of Trustees approved awarding MCPc, Inc. the contract in accordance with Proposal #50030153 V.4 for Orland Park Civic Center Audio-Visual Equipment for an amount not to exceed Thirty One Thousand Nine Hundred One and 89/100 (\$31,901.89) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 26, 2015.

- I am attaching the Contract for Orland Park Civic Center Audio-Visual Equipment. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,


Contract Administrator

cc: Donna Kouba
Norm Johnson

VILLAGE OF ORLAND PARK
Civic Center Audio-Visual System
(Contract for Purchase of Goods and Services)

This Contract is made this 27th day of January, 2015 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and MCPc, Inc. (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 including the Instructions to Proposers
- The Revised Proposal (Ref #50030153 V.6) as it is responsive to the VILLAGE's RFP requirements
- All Certifications required by the VILLAGE
- Certificates 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:

| <u>Description</u> | <u>Cost</u> |
|--|-------------|
| Required Equipment (as detailed in the proposal) | \$23,390.19 |
| Installation/Professional Services (56 hours) | \$ 5,600.00 |
| Retractable Screen (includes 8 hours installation) | \$ 2,012.22 |
| Freight | \$ 898.00 |

(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:

- Wall mount four (4) 70" LED TVs
- Ceiling mount projectors
- Install two (2) surface mounted electric ceiling screens
- Install three (3) wall plates for HDMI/VGA/Audio Input
- Distribute HDMI/VGA/Audio signals to the four (4) TVs and projector – same source at all locations
- Route feeds from Exhibition Hall to South Annex
- Run audio from each wall plate to existing amplifiers
- Remove existing cassette deck from rack to accommodate new distribution equipment
- Provide three (3) year annual service agreement

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: Thirty One Thousand Nine Hundred and 41/100 (\$31,900.41) 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 WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion on or about March 16, 2015. Time is of the essence of this Contract. WORK shall be performed between the hours of 7:00 A.M. to 4:00 P.M. daily, unless prior arrangements are made. This Contract shall terminate upon completion of the WORK and acceptance of the GOODS, 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:

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:

Mr. Michael Kelly, Account Manager
MCPc, Inc.
1801 Superior Ave., Ste 300
Cleveland, Ohio 44114
Telephone: 800-444-0938 x5201
Facsimile: 800-876-8664
e-mail: mike.kelly@mcpc.com

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.

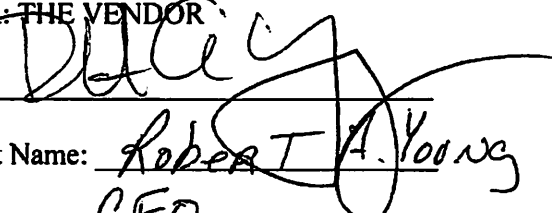
SECTION 13: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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
By: 
Print Name: Paul G. Grimes
 Village Manager
Title: Village Manager
Date: 2/4/15

FOR: THE VENDOR
By: 
Print Name: Robert T. Young
 CFO
Title: CFO
Date: 1/29/15

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**.



MCPc Work Request

Orland Civic Center AV Installation

Presented To:

Village of Orland Park

Donna Kouba

Presented By:

Mike Kelly

Account Manager

Ray Broughton

Business Analyst

Date Offered:

01/06/2015

Proposal Ref. #

50030153 V. 6

Date Expires

01/31/2015

| Quote To: | Bill To: | Ship To: |
|--------------------------|--------------------------|--------------------------|
| Village of Orland Park | Village of Orland Park | Village of Orland Park |
| Donna Kouba | Attn: Donna Kouba | Attn: Donna Kouba |
| 15655 Ravinia Ave | 15655 Ravinia Ave | 15655 Ravinia Ave |
| Orland Park IL 60462 | Orland Park IL 60462 | Orland Park IL 60462 |
| (708) 403-6270 | (708) 403-6270 | (708) 403-6270 |
| dkouba@orland-park.il.us | dkouba@orland-park.il.us | dkouba@orland-park.il.us |

| Professional Services and Pricing Summary | | |
|---|-------------|--------------------|
| Item | Description | Total Cost |
| REQUIRED EQUIPMENT | | \$23,390.19 |
| OPTIONAL RETRACTABLE SCREEN | | \$2,012.22 |
| FREIGHT | | \$898.00 |
| Professional Services | Services | \$5,600.00 |
| Quote Total | | \$31,900.41 |

Description of requested Professional Services Work:

Installation services and equipment for the Village of Orland Park Civic Center. Professional services in this request are for 56 hours of installation services. An optional eight (8) hours of professional services are listed in the itemized list for a retractable option if approved.

The services will include:

- Wall mount (4) 70" LED TV's in the Bingo Hall at soffits
- Ceiling mount projectors in the Bingo Hall & Meeting Rooms
- Install (2) surface mounted electric ceiling screens
- Install (3) wall Plates for HDMI/VGA/Audio input; (2) in Bingo, Meeting & Lobby
- Distribute HDMI/VGA/Audio signals to the (4) 70" Displays & Projector, same source at all Locations
- Route feeds from Bingo Hall to Meeting Room
- Run audio from each wall plate to existing amplifiers
- Remove existing cassette deck from rack to accommodate new distribution equipment
- Provide a (3) year annual service contract

All AC power and structural support in soffit are the responsibility of customer

Product Detail

REQUIRED EQUIPMENT

| <u>Item</u> | <u>Item Description</u> | <u>QTY</u> | <u>Price</u> | <u>Extended Price</u> |
|----------------|--|------------|--------------|-----------------------|
| LC70EQ10U | Sharp AQUOS LC-70EQ10U 70" 1080p LED-LCD TV - 16:9 - HDTV 1080p - 240 Hz - ATSC - 1920 x 1080 - Surround Sound - 4 x HDMI - USB - Ethernet - Wireless LAN - DLNA Certified - PC Streaming - Internet Access - Media Player | 4 | \$1,798.11 | \$7,192.44 |
| NP-P451W | NEC Display LCD Projector - 720p - HDTV - 16:10 - F/1.7 - 2.1 - SECAM, NTSC, PAL - 1280 x 800 - WXGA - 4,000:1 - 4500 lm - HDMI - USB - VGA In - Ethernet - 357 W - 3 Year Warranty | 2 | \$1,590.41 | \$3,180.82 |
| RSAUW | Chief Ceiling Mount for Projector - 25 lb Load Capacity - White | 2 | \$117.17 | \$234.34 |
| CMS440 | Chief CMS-440 Speed-Connect Lightweight Suspended Ceiling Kit - 50 lb - Silver | 2 | \$79.17 | \$158.34 |
| CMS012W | Chief Speed-Connect CMS012 Mounting Extension for Projector - 500 lb Load Capacity - Aluminum - White | 1 | \$21.53 | \$21.53 |
| C-MGMA/MGMA-15 | Kramer Coaxial Audio/Video Cable - Coaxial - 15 ft - 1 x HD-15 Male VGA, 1 x Mini-phone Male Stereo Audio - 1 x HD-15 Male VGA, 1 x Mini-phone Male Stereo Audio | 4 | \$32.50 | \$130.00 |
| AT-HDVS-TX-WP | Atlona HDMI and VGA/Audio to HDBaseT Wall Plate - 2-gang | 4 | \$327.71 | \$1,310.84 |
| AT-HDVS-RX | Atlona HDBaseT to HDMI Extender/Scaler - 1 Output Device - 230 ft Range - 1 x Network (RJ-45) - 1 x USB - Wall Mountable | 4 | \$374.50 | \$1,498.00 |
| AT-HDCAT-8 | Atlona HDBaseT HDMI 2 by 8 Distribution Amplifier over a Single Category Cable | 1 | \$1,540.26 | \$1,540.26 |
| AT-HDRX | Atlona HDBaseT Receiver over a Single Category Cable - 1 Output Device - 230 ft Range - 1 x Network (RJ-45) - 1 x USB - Wall Mountable | 6 | \$140.52 | \$843.12 |
| VS-211H | Kramer HDMI Switch - 2 x 1 | 1 | \$161.94 | \$161.94 |
| C-HM/HM-15 | Kramer HDMI Cable - HDMI for TV, Monitor, Video Device - 15 ft - 1 x HDMI Male Digital Audio/Video - 1 x HDMI Male Digital Audio/Video | 4 | \$14.50 | \$58.00 |
| C-HM/HM-3 | Kramer HDMI Cable - HDMI for Monitor, TV - 3 ft - 1 x HDMI Male Digital Audio/Video - 1 x HDMI Male Digital Audio/Video | 11 | \$6.50 | \$71.50 |
| 70196L | Da-Lite Contour Electrol Projection Screen - 100" x 160" - Matte White | 1 | \$1,053.33 | \$1,053.33 |
| 98662 | Da-Lite Device Remote Control - For Projector Screen - 75 ft Wireless | 1 | \$158.89 | \$158.89 |
| AVTS | PARTS | 1 | \$777.78 | \$777.78 |
| AVTS | THREE YEAR ON-SITE CONTRACT | 1 | \$4,588.89 | \$4,588.89 |
| CMA395W | Chief Angled Ceiling Plate - 500 lb - White | 1 | \$35.17 | \$35.17 |
| TS525TU | Chief Thinstall Wall Mount for Flat Panel Display - 37" to 58" Screen Support - 125 lb Load Capacity - Black | 1 | \$375.00 | \$375.00 |

OPTIONAL RETRACTABLE SCREEN

| <u>Item</u> | <u>Item Description</u> | <u>QTY</u> | <u>Price</u> | <u>Extended Price</u> |
|-------------|--|------------|--------------|-----------------------|
| 70196L | Da-Lite Contour Electrol Projection Screen - 100" x 160" - Matte White | 1 | \$1,053.33 | \$1,053.33 |
| 98662 | Da-Lite Device Remote Control - For Projector Screen - 75 ft Wireless | 1 | \$158.89 | \$158.89 |
| AVTS | DEALER INSTALLATION | 8 | \$100.00 | \$800.00 |

FREIGHT

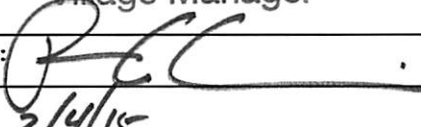
| <u>Item</u> | <u>Item Description</u> | <u>QTY</u> | <u>Price</u> | <u>Extended Price</u> |
|-------------|-------------------------|------------|--------------|-----------------------|
| FREIGHT | FREIGHT | 1 | \$898.00 | \$898.00 |

| <u>Financing</u> | <u>Term</u> | <u>Estimated Monthly Payment</u> |
|-------------------------|-----------------|----------------------------------|
| MCPc Financial Services | 36 Months - FMV | \$956.37 |

Lease Terms & Conditions: The estimated monthly payment is for a 36 month Fair Market Value lease. The proposal is subject to proper credit approval.

AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement. I have reviewed the information contained in the Work Request and agree to the baseline commitments, Customer Responsibilities, terms, and conditions specified within.

| | |
|--|-------------------|
| Village of Orland Park | MCPc, Inc. |
| Name: Paul G. Grimes | Name: |
| Title: Village Manager | Title: |
| Signature:  | Signature: |
| Date: 2/4/15 | Date: |
| Proposal Ref. # 50030153 V. 6 | P.O. # |

Terms and Conditions

This document is governed by MCPc's Master Terms and Conditions, found at www.mcpc.com/termsandconditions; unless you have a separately negotiated agreement with MCPc which covers this purchase, in which case that agreement will govern.

PROPOSAL SUMMARY SHEET

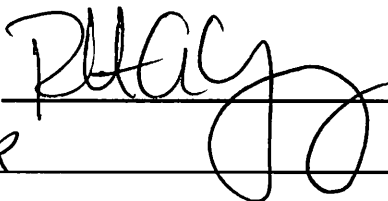
Orland Park Civic Center Video Equipment
Project Name

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

Organization Name: MCPc, Inc.
Street Address: 1801 Superior Ave., Ste. 300
City, State, Zip: Cleveland, Ohio 44114
Contact Name: Mike Kelly
Phone: 800-444-0938 ⁵²⁰¹ Fax: 800-876-8664
E-Mail address: Mike.Kelly@mcp.com
FEIN#: 32-0012228

TOTAL EXHIBITION HALL: \$ 30,086.16
TOTAL OPTIONAL RETRACTABLE SCREEN: \$ 2,012.22
GRAND TOTAL: \$ 32,098.38

Days to delivery from order date 15-20 BUSINESS DAYS

Signature of Authorized Signee: 
Title: TREASURER
Date: 3/20/14

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

PROPOSAL DETAIL SHEET

Orland Park Civic Center Video Equipment
Project Name

REQUIRED EQUIPMENT

| Item | Brand / Model Number / Size | Unit Price | QTY | Total Cost |
|---|-----------------------------|--------------|-----|--------------|
| Television Sets | SHARP/LC70LF6504/70" | \$ 1647.10 | 4 | \$ 6588.40 |
| Projectors | NEC/NP-8451W | \$ 1590.41 | 2 | \$ 3180.82 |
| Retractable Screen | DALITE/710196L/100" x 160" | \$ 1053.33 | 1 | \$ 1053.33 |
| Installation of System including wiring and jacks per diagram | AVTS | \$ 19,263.61 | 1 | \$ 19,263.61 |
| TOTAL | | | | \$ 30,086.16 |

Optional Retractable Screen

| Item | Brand // Model Number / Size | Unit Price | QTY | Total Cost |
|---|------------------------------|---------------------|-----|---------------------|
| Optional 10' Retractable Screen | DALITE/710196L/100" x 160" | \$ 1053.33 | 1 | \$ 1053.33 |
| Installation of Optional 10' Retractable Screen | DALITE REMOTE 98662 AVTS | 158.89 \$ 800.00 | 1 | 158.89 \$ 800.00 |
| TOTAL - Optional Screen | | | | \$ 2,012.22 |

Please enter both Totals on the Proposal Summary Sheet above.

Company Name: MCPe, Inc.

Signature: 

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: OHIO
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.

MCP, INC. (Corporate Seal)
Business Name

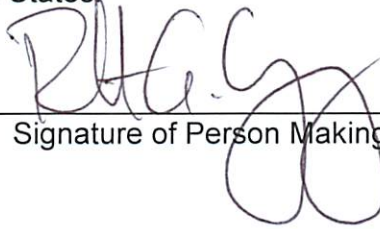
Michael J. Kelly MICHAEL J. KELLY
Signature Print or type name

ACCOUNT MANAGER 3/22/14
Title Date

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

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, Robert A. Young, being first duly sworn certify
and say that I am TREASURER
(insert "sole owner," "partner," "president," or other proper title)
of MCPc, Inc., 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 20 Day
of MARCH, 2014.



Notary Public

RENEE G. BAUM
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 19, 2018

EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the Contractor agrees:

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

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

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

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

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

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

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

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

ACKNOWLEDGED AND AGREED TO:

BY: _____

DATE: _____

[Handwritten signature]
[Handwritten date: 3/20/14]

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: _____

(Authorized Officer)

Subscribed and Sworn To
Before Me This 20 Day
of MARCH, 2014

Renee G. Baum
Notary Public

RENEE G. BAUM
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 19, 2018



My commission expires Nov. 18, 2018
Recorded in Cuyahoga County
MARY PHELIC - STATE OF OHIO
MARSHAL CLERK

TAX CERTIFICATION

I, Robert A. Young, having been first duly sworn depose and state as follows:

I, Robert A. Young, am the duly authorized agent for MCP, Inc., which has

submitted a proposal to the Village of Orland Park for Civic Center Video Equipment and I hereby certify (Name of Project)

that MCP, Inc. 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: [Signature]
Title: TREASURER

Subscribed and Sworn To Before Me This 20 Day of MARCH, 2014.

[Signature]
Notary Public

RENEE G. BAUM
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 19, 2018

REFERENCES

(Please Print or Type)

ORGANIZATION ORLAND PARK Civic Center
ADDRESS 14750 Ravinia Ave.
CITY, STATE, ZIP ORLAND PARK, IL. 60462
PHONE NUMBER 708-403-6203
CONTACT PERSON Gail Blummer
DATE OF PROJECT _____

ORGANIZATION ORLAND PARK Civic Center
ADDRESS 14750 Ravinia Ave.
CITY, STATE, ZIP ORLAND PARK, IL. 60462
PHONE NUMBER 708-772-3423
CONTACT PERSON Bill DAHLMAN
DATE OF PROJECT _____

ORGANIZATION ORLAND PARK Police Dept.
ADDRESS 15100 S. Ravinia Ave.
CITY, STATE, ZIP ORLAND PARK, IL. 60462
PHONE NUMBER 708-364-8198
CONTACT PERSON Jerry R. Hughes
DATE OF PROJECT _____

Proposer's Name & Title: Rob Yang Treasurer

Signature and Date: [Signature]

INSURANCE REQUIREMENTS

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

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. 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 20 DAY OF MARCH, 2014

Signature

Robert A. Young, TREASURER
Printed Name & Title

Authorized to execute agreements for:

MCP, Inc.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

MCPCINC-01

BORO

DATE (MM/DD/YYYY)
1/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|----------------|--|
| PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland, OH 44114 | (216) 367-8787 | CONTACT NAME: Beverly A. Ulbrich |
| | | PHONE (A/C, No, Ext): (216) 367-8844 FAX (A/C, No): (216) 367-8845 |
| E-MAIL ADDRESS: bulbrich@oswaldcompanies.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Great Northern Insurance Co. | | 20303 |
| INSURER B : Federal Insurance Company | | 20281 |
| INSURER C : Chubb Indemnity Insurance Company | | 12777 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

INSURED **MCPc, Inc.**
1801 Superior Avenue, 3rd Floor
Cleveland, OH 44114

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OH & WA Stop Gap @ 1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | 35993535 | 6/28/2014 | 6/28/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | N | 73584601 | 6/28/2014 | 6/28/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | N | N | 79882165 | 6/28/2014 | 6/28/2015 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 71738598 | 6/28/2014 | 6/28/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Technology Errors & Omissions | N | N | 35993535 | 6/28/2014 | 6/28/2015 | Claims Made Form \$5,000,000 occlagg |
| A | | N | N | 35993535 | 6/28/2014 | 6/28/2015 | Retro Date 6/28/2002 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are included as additional insured with waiver of subrogation on a primary and noncontributory basis under the general liability policy if required by written contract or agreement with the named insured, as respects the operations of the named insured.
 Certificate holder is also included as additional insured under the automobile policy if required by written contract or agreement with the named insured, as respects the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Village of Orland Park
Attn: Denise Domalewski
14700 S. Ravinia Avenue
Orland Park, IL 60462-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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