

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0528

Innoprise Contract #: C12-0096

Year: 2012

Amount: \$14,106.70

Department: PW - Tom Morgan

Contract Type: Services

Contractors Name: Chicago Communications, LLC

Contract Description: Public Works Base Station Radio Replacement

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

www.orland-park.il.us



VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

November 1, 2012

Mr. Karl Morath
Chicago Communications, LLC
200 Spangler Avenue
Elmhurst, Illinois 60126

RE: *NOTICE TO PROCEED*
Public Works Base Station Radio Replacement

Dear Mr. Morath:

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 as of October 29, 2012.

Please contact Tom Morgan at 708-403-6106 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. 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 October 22, 2012 in an amount not to exceed Fourteen Thousand One Hundred Six and 70/100 (\$14,106.70) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

CC: Tom Morgan
Tom Treichler

November 1, 2012

Mr. Tom Morgan

Village of Orland Park
Public Works Department
14700 Ravinia Ave.
Orland Park, IL. 60462

Re: Public Works Radio System Upgrade

Dear Mr. Morgan,

Regarding our recent submittal on the radio system, it appears Chicago Communications has made an error in the Villages favor of \$2,400.00 in which we failed to include our labor charges.

Our proposal submission of \$14,106.70 is what was submitted and will be honored by Chicago Communications for the work proposed. In addition, I will insure the order is processed to assist you in your goal to achieve your narrowbanding in a timely manner.

We thank you for the opportunity to be of service.

Respectfully,

Tom Treichler
Director of Sales and Service

Cc: Karl Morath, Account Manager

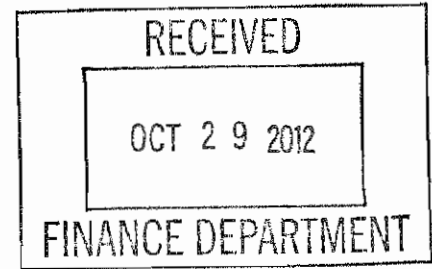
Headquarters
200 Spangler Ave.
Elmhurst, IL 60126
Phone 630.832.3311
Fax 630.832.7599



www.chicomm.com

Chicago Location
2100 S Peoria
Chicago, IL 60608
Phone 312.829.2700
Fax 312.829.5157

VILLAGE OF ORLAND PARK
Public Works Base Station Replacement
(Contract for Services)



This Contract is made this 22nd day of October, 2012 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Chicago Communications LLC (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid Proposal as it is responsive to the VILLAGE'S bid requirements, including Addendum 1 submitted by Contractor
- All Certifications required by the Village
- Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Removal of the current non-compliant base station system (25kHz) at the Public Works Department and install new equipment (12.5 kHz), test and ensure all equipment is fully operational in order to comply with the new FCC Narrowbanding Mandate as is further detailed in the bid specifications and submitted proposal

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

TOTAL: an amount not to exceed Fourteen Thousand One Hundred Six Dollars and 70/100 (\$14,106.70) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the 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 a receipt of a Notice to Proceed and continue expeditiously until final completion. This Contract shall terminate upon completion of the WORK or December 31, 2012, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR 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 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 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 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.

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 CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

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

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, 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 CONTRACTOR:
Karl A. Morath
Chicago Communications, LLC
200 Spangler Avenue
Elmhurst, Illinois 60126
Telephone: 630-993-4276
Facsimile: 630-930-5376
e-mail: kmorath@chicomm.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.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR 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 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: 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 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

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

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

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

FOR: THE VILLAGE

By: *Ellen J. Baer*

Print Name: ELLEN J. BAER

Its: Assistant Village Manager

Date: 10/30/12

FOR: THE CONTRACTOR

By: *Cynthia A. Glashogel*

Print Name: Cynthia A. Glashogel

Its: Principal

Date: 10-25-2012



Sales: (800)831-3223

Service: (800)833-1968

CHICAGO COMMUNICATIONS, LLC, formerly Chicago Communication Service, Inc., came into existence on October 1, 2004 to provide **sales, installation and maintenance** of communications equipment throughout the Chicagoland area, much like that of our predecessor. It's principal's: Cindy Glashagel, Kurt Hessler, Marilyn Hessler and our business advisor Ken Hessler, have over 80 years of experience in the radio communications industry, primarily through our many years of valued service with Motorola, Inc.

We are a union company, and are represented by competent, trained, and experienced individuals in sales, system design, technical support, installation, maintenance, and backup services.

Chicago Communications, LLC Capabilities

Chicago Communications is an authorized communications sales and service provider in the Chicagoland area, carrying on a 50-year relationship enjoyed by our predecessor. Our experience and knowledge allows us to provide a total solution to a customer's communication needs.

- **An experienced system supplier, capable of providing a Total Turn Key system(s) solution.**
- **Capable of the development and execution of a conversion plan to ensure a smooth migration to the new communication system.**
- **Comprehensive system monitoring, management, and maintenance of critical system components to insure optimum system performance twenty-four hours a day, seven days a week.**

Why Chicago Communications, LLC

Turn Key System Solutions:

Chicago Communications will carefully analyze the Critical Design parameters, information and direction provided by the customer, and couple it with the company's wealth of technical knowledge and experience to develop the proper System / Network design.

- **Two-Way Radio System Sales & Integration**
- **Mobile / Portable Two-Way Radios**

Headquarters
**200 Spangler Ave.
Elmhurst, IL 60126
Phone (630) 832-3311
Fax (630) 832-7599**

Chicago Location
**2100 S Peoria
Chicago, IL 60608
Phone (312) 829-2700
Fax (312) 829-5157**



- Public Safety Dispatch Center Solutions
- Paging Systems / Products
- Siren Alerting / Public Address Systems
- Wireless Broadband Solutions
- Vehicle Monitoring & Tracking Systems
- Fixed & In-vehicle Digital Camera Systems
- Call Boxes
- Ruggedized Laptop Computers
- Bi-directional Amplifier (BDA) Systems to improve in-building coverage
- Two-Way Radio Rentals

Superior System Integration:

Chicago Communications fully understands the concerns associated with system implementation. Our management resources and technical support services (PM, Engineering, Staging, Installation, Optimization) provides the necessary System Integration functions to ensure a smooth transition to the new communication system. This allows us to respond to your needs with proven experience and full confidence to complete the task at hand.

Chicago Communications, partners with qualified equipment and service providers as required for proper implementation and operation.

During implementation, one vendor—Chicago Communications, LLC—retains full system responsibility. This assures the customer of having a single point of contact for any issue or question that arises during the installation process.

Local Technical and Service Support:

In the event of a system problem or failure, Chicago Communications will have a qualified and professional servicer available to respond to your needs.

- We have thirty-five (35) union technicians and installers with an average of 19 years tenure.
- Our technical staff operates 24 hours a day, 365 days a year
- Installation
- Maintenance
- Consulting

Headquarters
**200 Spangler Ave.
Elmhurst, IL 60126
Phone (630) 832-3311
Fax (630) 832-7599**

Chicago Location
**2100 S Peoria
Chicago, IL 60608
Phone (312) 829-2700
Fax (312) 829-5157**



Conclusion

We are confident that our System / Network design will represent the finest communication solutions available for our customers. We also know that it takes more than just the best equipment to ensure a successful system—it takes the best implementation team available.

Chicago Communications LLC looks forward to putting our knowledge, experience, and product portfolio to work for you. We take seriously the responsibility that accompanies providing equipment and service that meet the standards and demands of all users. Our primary goal is to achieve **Total Customer Satisfaction**, by providing you with the highest quality products, services, and support in the industry, at a fair and competitive price.

Management Staff

Kurt Hessler
Principal – Sales & Service

Cindy Glashagel
Principal – Operations

Tom Treichler
Sales Director

John O'Brien
Service Director

Marilyn Hessler
Principal - Advisor

Jim Lambrecht
Loop Shop

Barb Concialdi
Contracts

Headquarters

200 Spangler Ave.
Elmhurst, IL 60126
Phone (630) 832-3311
Fax (630) 832-7599

Chicago Location

2100 S Peoria
Chicago, IL 60608
Phone (312) 829-2700
Fax (312) 829-5157

BIDDER SUMMARY SHEET

PUBLIC WORKS BASE STATION
RADIO & EQUIPMENT REPLACEMENT
Project Name

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

Firm Name: Chicago Communications, LLC

Address: 200 Spangler Ave.

City, State, Zip Code: Elmhurst, IL 60126

Contact Person: KARL A. MORATH

FEIN #: 20-1672883

Phone: (630) 993-4276 Fax: (630) 930-5376

E-mail Address: KMORATH@CHICCOMM.COM

Signature of Authorized Signee: Cynthia A. Deshotel

Title: Principal Date: 8-23-2012

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated AUGUST 21, 2012

Addendum No. _____, Dated _____

Total number of working days to complete project upon award: 60 working days

TOTAL BID PRICE: \$ 14,106.70

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal. (NOTE: At least 60 days should be allowed for evaluation and approval.)

ADDENDUM # 1

Date: August 21, 2012

To: All Bidders (Public Works Base Station Radio & Equipment Replacement)

From: Village of Orland Park

RE: INSTRUCTION TO BIDDERS Public Works Base Station Radio & Equipment Replacement

This addendum becomes part of and modifies, amends and clarifies the Bid Documents for the above mentioned project. All provisions and requirements of the Bid Documents shall remain in effect except as specifically changed below:

Please note the changes made concerning the Scope of Work. The following must apply:

Addendum # 1

PAGE 4
Scope of Work

There are five (5) Motorola MTR2000 repeaters inside separate water towers throughout the village that must be reprogrammed to be narrowband compliant. The Contractor must use Motorola's FLASHporttm technology on a personal computer to reprogram each repeater to be capable of the proposed FCC Part 90 specifications for 12.5 kHz narrowband operation.

Repeater Locations:

Andrew (15501 Park Station Blvd.)
Brook Hill (17801 Wolf Rd.)
Catalina (7200 Wheeler Dr.)
Golf View (14605 S. 88th Ave.)
Tank 6 (9701 W. 131st St.)

UNIT PRICE BID SHEET
* REVISED 8/21/2012 *

Description	Item No.	QTY	Unit Price	Total Price
PM400 Motorola 146-174 45W 4CH	AAM50KQF9AA3AN	1	376.47	\$ 376.47
15 Amp Power Supply,	ICT12012-15A	1	147.09	\$ 147.09
Gai-Tronics Tone Remote Adapter	ITA2000A	1	340.00	\$ 340.00
Gai-Tronics C200	C200 - L3149B	6	737.54	\$ 4,425.24
SNV-12 Standard voter chassis	SNV-12	1	4,637.90	\$ 4,637.90
SVM-2 Module assembly	JPS-5952-112000	5	836.00	\$ 4,180.00
Reprogram five (5) MTR2000 repeaters	N/A	N/A	NIC	\$ NIC
Shipping and handling	N/A	N/A	NIC	\$ NIC
Labor to install, test, and ensure all equipment is fully operational	N/A	N/A	2,400.00	\$ 2,400.00
GRAND TOTAL*				\$ 14,106.70

***Enter Grand Total on Bidder Summary Sheet**

Chicago Communications, LLC
Company

Cynthia A. Glashogel Cynthia A. Glashogel
Signature Print or type name

Principal 8-27-2012
Title Date

Bidder's Signature: Cynthia A. Glashogel Principal
Title

Company: Chicago Communications, LLC

Date: 8-27-2012

This document replaces page 14 of the Invitation to Bid and MUST be included in the bid package and acknowledgement must be indicated on the Bidder's Summary Sheet.

BUSINESS ORGANIZATION:

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

Partnership: ^{LLC} 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 bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Chicago Communications, LLC (Corporate Seal)
Business Name

Cynthia A. Glashagel
Signature

Cynthia A. Glashagel
Print or type name

Principal
Title

8-23-2012
Date

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

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Cynthia A. Glashogel, being first duly sworn
certify and say that I am Principal
(insert "sole owner," "partner," "president," or other proper title)

of Chicago Communications, LLC, 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.

Cynthia A. Glashogel
Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 23 Day
of August, 2012

Helen Hunter Strecker
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, Cynthia A. Glashogel, having submitted a bid for Chicago Communications, LLC (Name of Contractor) for Base Station Radio & Equipment Replacement 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: Cynthia A. Glashogel
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 23rd Day
of August, 2012

Helen Hunter Strecker
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: Cynthia A. Pappalardo
ATTEST: Melissa Hunter Stricker
DATE: 8-23-2012

TAX CERTIFICATION

I, Cynthia A. Glashagel, having been first duly sworn
depose and state as follows:

I, Cynthia A. Glashagel, am the duly authorized
agent for Chicago Communications, LLC, which has
submitted a bid to the Village of Orland Park for
Base Station Radio & Equipment Replacement and I hereby certify
(Name of Project)

that Chicago Communications, LLC 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: Cynthia A. Glashagel
Title: Principal

Subscribed and Sworn To
Before Me This 23rd Day
of August, 2012

Helen Hunter Strecker
Notary Public



REFERENCES

(Please type)

ORGANIZATION Romeoville Police Department

ADDRESS 1050 Romeo Road

CITY, STATE, ZIP Romeoville, IL 60446

PHONE NUMBER 815-886-7219

CONTACT PERSON D.C. Denney

DATE OF PROJECT August 2010

ORGANIZATION Quadcom 911

ADDRESS 505 Elm Ridge Ave.

CITY, STATE, ZIP Caroentersville, ILL 60110

PHONE NUMBER 847-428-8787

CONTACT PERSON Dave Smith.

DATE OF PROJECT July 2012

ORGANIZATION Waukegan ETSB

ADDRESS 420 Robert Sabontian Road

CITY, STATE, ZIP Waukegan, Ill 60085

PHONE NUMBER 847-599-2616

CONTACT PERSON Sue Sassone

DATE OF PROJECT August 2012

Bidder's Name: Chicago Communications, LLC

Signature & Date: Cynthia A. Neuhage 8-27-2012

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. 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 23rd DAY OF August, 2012

Cynthia A. Glashogel
Signature

Cynthia A. Glashogel, Principal
Printed Name & Title

Authorized to execute agreements for:

Chicago Communications, LLC
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2012

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 T.A. Cummings Jr. Co. 4153 Main St. Stokie IL 60076		CONTACT NAME: PHONE (A/C, Nr, Ext): (847) 679-7350 E-MAIL ADDRESS: FAX (A/C, Nr): (847) 679-7361	
INSURED Chicago Communications, LLC 200 Spangler Avenue Elmhurst IL 60126		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Co	NAIC # 25674
		INSURER B: Charter Oak Fire Ins Co	25615
		INSURER C: The Standard Fire Insurance Co	19070
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12-13 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 SUBR INSR (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLASS-MADE <input checked="" type="checkbox"/> OCCUR		11T20309	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	EA0894P049	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	11T21712	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB0658P002	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYED \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
B	Garagekeepers		EA0894P049	10/1/2012	10/1/2013	Limit \$35,000 Comp & Cost Deduct/Yes \$1,000 Each

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as Additional Insured as respects General Liability on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as Additional Insured as respects Automobile Liability. A Waiver of Subrogation applies in their favor as respects General Liability and Workers Compensation & Employers Liability. Subject to policy terms and conditions.

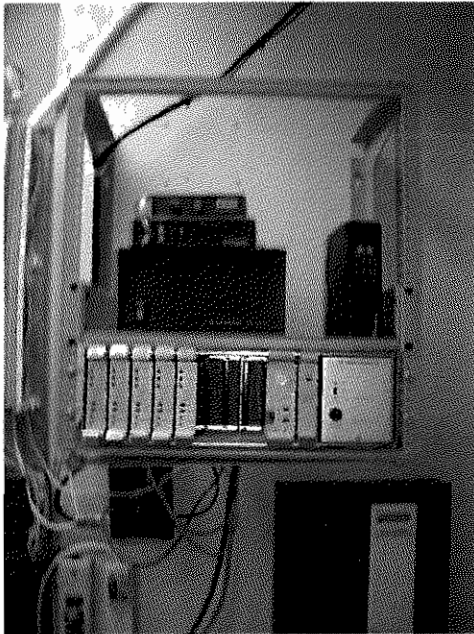
CERTIFICATE HOLDER The Village of Orland Park Attn: Denise Domalewski 14700 S. Ravinia Avenue Orland Park, IL 60462	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Cummings/JOLR01 <i>Scott Cummings</i>
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COMMENTS/REMARKS

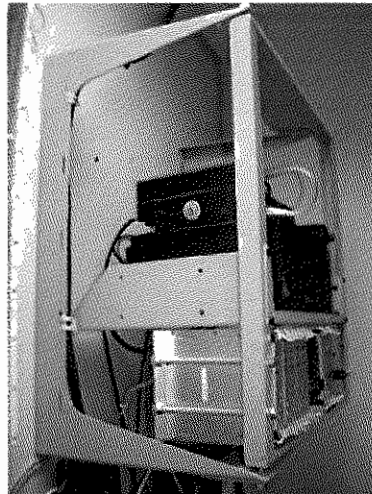
Travelers Property Casualty Co.
Policy #13T20309
Effective 10/1/12 -10/1/13
Professional Liability Limit:
Each Wrongful Act: \$1,000,000 / General Aggregate: \$1,000,000
Deductible: \$10,000

EXHIBIT C

PICTURES OF EXISTING EQUIPMENT



Existing setup on the rack



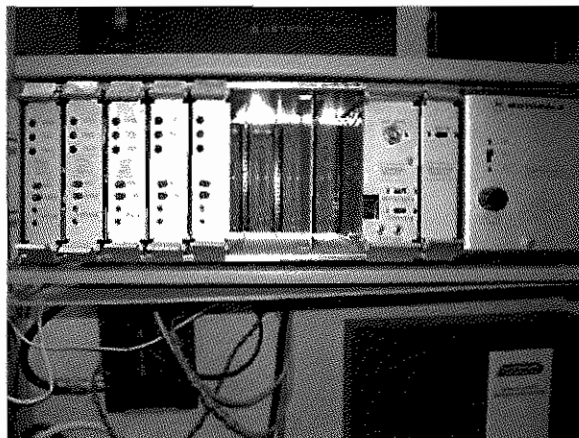
Side view of rack system in closet



Existing CPI tone remote chassis and non compliant MaxTrac 100 radio



Under view of rack system in closet



Voter chassis with voter modules and power supply



Existing CPI tone remote adapter chassis, mobile radio that needs to be replaced and Astron RS-20A power supply

Addendum 1

OUR AGREEMENT:

These terms and conditions, together with the Equipment List and Statement of Work ("SOW") dated August 28, 2012 ("Proposal"), are attached to this Agreement and incorporated herein by reference and any conflicts arising between the language of the Agreement and the Proposal shall be controlled by the language in the Proposal.

GENERAL PROVISIONS

Period of Performance

Clarification

Chicago Communications LLC will fully cooperate with the owner and any other contractor related to this project to establish a mutually agreed upon progress chart of weekly scale or Gantt chart. However, Chicago Communications LLC cannot be held liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance.

Indemnification

Clarification

Except for property damage, personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

**EXHIBIT B
SAMPLE CONTRACT**

SECTION 5: INDEMNIFICATION AND INSURANCE:

Clarification

Except for property damage, personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

SECTION 10: COMPLIANCE:

Illinois Prevailing Wage Act (820 ILCS 130/0.01).

Clarification

Chicago Communications agrees to abide by the Illinois Prevailing Wage Act and pay general prevailing wages on all fixed work construction. Under the definition, that would include Work that would be considered a fixture, permanent in nature. For the purposes of this RFP that would encompass only the installation of the base station. The DESK SETS would not apply because they are considered a non-fixture, not permanent in nature.