

PROPOSAL/CONTRACT

FOR THE

[Police Department Pistol Flashlights]

Full Name of Bidder Ray O'Herron Company, Inc.
Principal Office Address 3549 North Vermilion Street, Danville, IL 61832
Local Office Address 1600 75th Street, Downers Grove, IL 60516
Contact Person Adam Hackleman Telephone (800) 223-2097

TO: **VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER**

1. EQUIPMENT PROPOSAL

- A. Contract and Equipment. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. Performance Standards. If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. SCHEDULE OF PRICES

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

COMPLETE SCHEDULE OF PRICES ON FOLLOWING PAGE



Quote

3549 N. VERMILION STREET, DANVILLE, IL 61832
WWW.OHERRON.COM • RAYOHERRON@OHERRON.COM
PHONE: 800-223-2097

Quote # 3072264
Customer No: 01-60030PD
Date: 5/12/2021

BILL TO:
GRAYSLAKE POLICE DEPT.
10 S. SEYMOUR
GRAYSLAKE, IL 60030

SHIP TO:
GRAYSLAKE POLICE DEPT.
10 S. SEYMOUR
GRAYSLAKE, IL 60030

SHIP VIA: UPS PAYMENT TERMS: NET 30 DAYS CONFIRM TO: TIM WARNER ORDER COMMENT:

ITEM NO	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
	AJH			
X300U-A	WEAPONLIGHT LED 1,000 lumens	20.00	269.00	5,380.00
*DG-14	SWITCH ASSEMBLY,X200-DG,SIG320	20.00	113.00	2,260.00

*****ADD ACTUAL FREIGHT CHARGES*****

Sales Tax: 0.00
Quote Total: 7,640.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. Final Payment. The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment by August 15, 2021 following Owner's acceptance of this Proposal/Contract.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

In order to induce Owner to accept this Proposal/Contract, Bidder hereby represents and warrants as follows:

- A. The Equipment. The Equipment, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Equipment, and all of its components, shall be provided in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. Not Barred. Bidder is not barred by law from bidding and/or contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (II) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Additional Certifications may be required at the request of the Owner or a State Agency.
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

In submitting this Proposal/Contract, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract

- E. Time. Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Proposal/Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Proposal/Contract shall be in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absences of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

Bidder's Status: Illinois Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Ray O'Herron Company, Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: Justin Fredericks

(corporate seal) Printed Name: Justin Fredericks
 (if corporation)

Title/Position: Owner/ Secretary

Bidder's Business Address: 3549 North Vermilion St. Danville, IL 61832

Bidder's Business Telephone: (800) 223-2097 Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Michael O'Herron	President	3549 North Vermilion St. Danville, IL 61832
Chris O'Herron	Vice President	3549 North Vermilion St. Danville, IL 61832
Jared Fredericks	Vice President	3549 North Vermilion St. Danville, IL 61832
Justin Fredericks	Secretary	3549 North Vermilion St. Danville, IL 61832




ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 30th day of June, 2021.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE ("Owner")

By: 

Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2021

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest 2 W. Main Street Danville, IL 61832		CONTACT NAME: Charlene Mornout, CIC, CISR, CPSR PHONE (A/C, No, Ext): 217-477-5391 FAX (A/C, No): 217-477-5382 E-MAIL ADDRESS: charlene.mornout@epicbrokers.com	
INSURED Ray O'Herron Co., Inc. 3549 N. Vermilion St Danville, IL 61832	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Granite State Insurance Company		23809
	INSURER B: Accident Fund National Insurance Co		12305
	INSURER C: Selective Insurance Company of America		12572
	INSURER D:		
	INSURER E:		

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 SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	02LX0808349123	03/11/2021	03/11/2022	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						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
							\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S2416073	12/09/2020	12/09/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<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 \$10000		29UD0808349133	03/11/2021	03/11/2022	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
B	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	WCV6202422	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

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

CERTIFICATE HOLDER Grayslake Police Department 10 South Seymour Avenue Grayslake, IL 60030	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 <i>Conny D. Pottor</i>