

RESOLUTION
R 75-16

A RESOLUTION AUTHORIZING THE SIGNATURE OF
THE VILLAGE MANAGER ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposal from Meggitt Training Systems, Inc. for the purchase and installation of an indoor shooting range system, as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village Manager be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

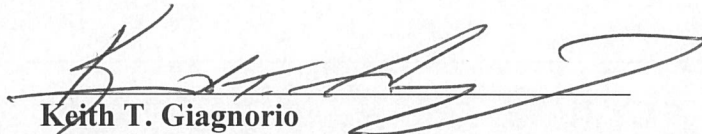
Adopted this 15th day of December, 2016.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

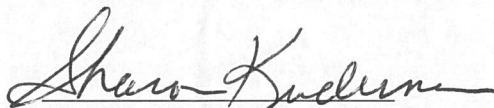
Nays: None

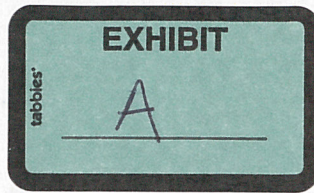
Absent: None

Approved this 15th day of December, 2016.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk



15 September 2016

Lombard Department of Police
Attn: Deputy Chief Roy Newton
235 East Wilson Ave.
Lombard, IL 60148
Tel: 630.873.4483
newtonr@villageoflombard.org

MTSI Offer No.: **MTS16USL7848 Rev 2**
Re: Indoor Shooting Range Project
Offer Type: Open Market

Mr. Newton,

Meggitt Training Systems, Inc. (MTSI) is pleased to offer a fixed price of **\$161,437.04** (One Hundred and Sixty-One Thousand, Four Hundred and Thirty-Seven US Dollars and Four Cents) for the products and services listed herein, furnished, and delivered F.O.B jobsite (Lombard, IL) in accordance with Incoterms® 2000. In addition to the offer price, you will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 90 days.

Payment Terms are as defined in the Terms & Conditions Section of this quotation.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of MTSI Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

Tracy Newton
Sales Manager
Meggitt Training Systems, Inc.
Tel: 815.337.1376
tracy.newton@meggitt.com

Prepared by:
Kesha Winston
Proposal Manager
Meggitt Training Systems, Inc.

Accepted for: (Company) VILLAGE OF LOMBARD	Total Purchase Price: (Include Options where applicable) \$176,612.65
Authorized Signature: <i>Scott Niehaus</i>	Title: VILLAGE MANAGER
Print Name: SCOTT NIEHAUS	Date: 12/16/16

Meggitt Training Systems Inc.
296 Brogdon Road, Suwanee, Georgia 30024
MTSI Ref. Number: MTS16USL7848 Rev 2

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(Marketing License: Not Required)

Tel: +1 678 288 1090
Fax: +1 678 288 1515
www.meggitttrainingsystems.com

Use or Disclosure: Any and all information and data contained herein is the property of Meggitt Training Systems, Inc. (MTSI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to MTSI as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

Destination Control Statement: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.



Base Offer

All products and services offered herein are GSA or Open Market (OPN-MKT) Items as specified.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	LE7500-OT 8'	GranTrap® - 8' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex Design. Actual Width = 19' 10"	20	LF
OPN-MKT	LE7500-OT 8' TRSP Rifle	GranTrap® ¼ "AR500 Sidewall plates. Set of 5 x 2 sidewalls.	1	SET
OPN-MKT	JR5C	Redirective Guard - Rifle 1/4" AR500. (2 Rows at 20° Angle)	160	SF
OPN-MKT	BWN (bwc-w)	Combat Walls - ¼" AR500 FTW, 1" SRP, Black (20' L X 8' H X 2 Walls)	320	SF
OPN-MKT	AAF	2" Acoustical Foam (85 Panels)	680	SF
OPN-MKT	AA2-OH	Stationary Personnel Target 360° Reactive Turning with Hit Sensing - Overhead Mounted	4	EA
OPN-MKT	RM10K-LE	Range Master™ Control Computer with Touch Screen and (1) Tablet Controller.	1	EA
OPN-MKT	UNISTRUT	Unistrut and Hardware - For Mounting Safety Ceiling Support.	20	LF
OPN-MKT	DEMO	Remove and Dispose of Bullet Trap, Target Systems, and existing Shooter's Booths Note: Please provide MTSI with your Federal EPA Identification/USEPA Number upon placement of order.	1	LOT
OPN-MKT	SPPT-Full	Complete Unload, Installation, and Training *Prevailing Wage Rates Included	1	LOT
OPN-MKT	MANUALS	Operations and Maintenance Manuals	1	LOT



GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	WRTY	12-Month Warranty	1	LOT
OPN-MKT	FRT-F.O.B.	Freight & Delivery shall be F.O.B. Jobsite (Lombard, IL) in accordance with Incoterms® 2000.	1	LOT
Total Base Offer Price			\$161,437.04	

Complementary Inclusions

Also included at no additional charge is the MTSI Standard Eyes and Ears Package.

Package Includes:	Quantity
• Radians Revelation™ Shooting Glasses	4 Each
• Radians Competitor Hearing Protection (NRR 26 dB)	



Options

- All MTSI options include any additional Freight and Full Installation necessary.

Option 1: Additional Redirective Ceiling Guards | Model JR5C (per row)
-Please check the Option box, if you wish to purchase this option. Please indicate the number of additional rows needed.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	JR5C	Redirective Guard - Rifle ¼ " AR500. (1 Row at 20° Angle)	80	SF
Option 1 Total Price <i>In addition to the Total Base Offer Price</i>			\$6,587.94	

Option 2: Target System | Model DP65V – Ceiling Mount
-Please check the Option box, if you wish to purchase this option.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	DP65V-Ceiling Mount	Running Man System (Single Target) with Individual Controller and 18 feet of track.	1	EA
Option 2 Total Price <i>In addition to the Total Base Offer Price</i>			\$8,587.67	



Important Notes & Assumptions

1. Full Install: Pricing assumes the MTSI Field Service Technician (FST) and labor crew will be onsite over two (2) trips. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond MTSI's control, additional charges will be assessed in the form of a change order.
2. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
3. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and MTSI scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that MTSI wants you to have a successful installation in a safe and timely manner.
4. MTSI FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
5. Any / all trademarks mentioned herein are the properties of their respective owners.
6. Eyes and Ears Package provided will be the MTSI standard commercial off the shelf (COTS) package. Please check with your MTSI Sales Representative for specific details on features included.
7. Any/All electrical needs and control wire conduit – By Owner. MTSI will illustrate what is needed on a submittal drawing.
8. Installation of the new ceiling panels will likely require some cutting of the range ceiling drywall to locate suspension anchors into the above precast concrete deck. Final patching, painting, etc... By Owner.



Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that Meggitt Training Systems, Inc. enters into with you, your department or company.

Meggitt Training Systems, Inc.'s Terms and Conditions are not limited to those provided herein. MTSI Terms and Conditions and the enclosed offer take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to Meggitt's Standard Terms & Conditions which can be provided upon request. Please contact MTSContracts@Meggitt.com to request a copy.

Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that MTSI is the party experiencing the Excusable Delay, MTSI, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 30 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party."

Meggitt Training Systems, Inc.'s pricing excludes the following items unless specifically included as a line item at the end of this paragraph.



- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for MTSI's baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support MTSI equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. Meggitt Training Systems, Inc. will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of MTSI's equipment into the range area.**
- F. Removal / disposal of existing equipment.**
- G. Removal / disposal of lead or other hazardous waste.**
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **E, F, G**

MTSI will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- | | | |
|------------|----------|------------------|
| A. Taxes | C. Fees | E. Licenses |
| B. Permits | D. Bonds | F. Other Charges |

Statutory items listed above that are specifically included with this offer: **NONE**

IMPORTANT NOTE: MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

MTSI does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

Any forthcoming contract between General Contractor and Meggitt Training Systems, Inc. is preferred to be of a typical AIA subcontract format. Any deviation from a typical AIA format must be mutually agreed upon in writing.

MTSI is a non-union manufacturer. MTSI will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:



Prevailing Wage Rates Included

Prevailing Wage Rates	
For the avoidance of doubt, MTSI asserts the following prevailing wage for work to be performed on site:	
Labor Category:	Laborer: Common or General
Rates:	\$73.38
Should the Prevailing Wage Rates required by the Buyer differ, MTSI reserves the right to revise the labor pricing accordingly and update the total base offer price.	

The payment amount included in the attached offer shall be payable to Meggitt Training Systems, Inc. as follows:

- Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

If MTSI is not authorized by the customer to commence work on the Project within 90 days from the date of the Contract and subject to the economic conditions of metals, MTSI shall be entitled to adjust its prices to account for increased costs to MTSI as a result of said delay.

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of Meggitt Training Systems, Inc.

All drawings, specifications and other design documents prepared by Meggitt Training Systems, Inc. and its consultants in connection with the Project are the property of Meggitt Training Systems, Inc. Meggitt Training Systems, Inc. shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. The General Contractor shall not use the design documents on other projects without the specific written consent of Meggitt Training Systems, Inc.

*Note 1: MTSI reserves the right to make modifications in the design of its products without prior notification.

*Note 2: The Terms & Conditions listed herein are not all inclusive. The Meggitt Training Systems, Inc. (MTSI) Standard Terms & Conditions [MTSI-dom-001rev4-9-11-2015] incorporated by reference herein shall apply. If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. MTSI shall provide the Terms & Conditions upon request.

Please submit signed proposal by email, fax, or mail to:		
Email: MTSContracts@Meggitt.com	Fax: 678.288.1515 Attn: Contracts Dept.	Mail: Meggitt Training Systems, Inc. Attn: Contracts Dept. 296 Brogdon Road Suwanee, GA 30024-8615

Record of Changes		
Revision No.	Date	Description
2	15 September 2016	Pricing Validation and Options Added