

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
NOVEMBER 11, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Parking Deck Security System Maintenance	✓ Resolution Ordinance Motion Discussion Only	Robin A. Weaver Interim Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing the execution of a one year contract for parking deck security system maintenance with Advent Systems of Elmhurst, Illinois in the amount of \$15,600.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Top Quality Village Infrastructure and Facilities*.

FISCAL IMPACT

The FY08 Parking Fund Budget provides \$15,230 for this service.

RECOMMENDATION

Approval on the November 18, 2008 consent agenda

BACKGROUND

In 2003, Advent Systems installed an integrated security system in the parking deck including 51 security cameras and 32 Code Blue interactive voice communications units. The cost of this installation was \$262,000. Since the system's installation, Advent Systems has maintained it by periodically cleaning and checking all of the components as well as providing telephone and on-site support. The first year of maintenance was covered under the warranty period and the following three years were covered under an extended maintenance contract approved as part of the initial purchase of the system. The extended maintenance contract is expiring and it is now necessary to enter into a new maintenance agreement.

Advent Systems is uniquely qualified to provide ongoing maintenance of their system, and as such, staff is requesting that they be recognized as a sole source supplier for this work. As the systems integration firm that designed and built this security system, Advent Systems brought together multifaceted components into a complex electrical system and developed custom-made solutions to fit the Village's particular needs. Consequently, they are in the best position to understand how the system is supposed to work and provide support.

ATTACHMENTS

Maintenance agreement
 Addendum
 Resolution
 Contractor Evaluation

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A MAINTENANCE AGREEMENT AND ADDENDUM AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND ADVENT SYSTEMS, INC.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the Agreement) and Addendum Agreement (the "Addendum"), between the Village of Downers Grove (the Village) and Advent Systems, Inc. ("Advent Systems" or "Contractor"), for the maintenance of the Parking Deck closed circuit television system, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and the Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement and Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



435 West Fullerton Avenue
Elmhurst, IL 60126-1404
Office (630) 279-7171
Fax (630) 279-7676

QUOTATION

Date: October 29, 2008

No. 16044-LLR-R1

To: Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

Project: Maintenance Agreement
Renewal

Attention: Ms. Beth Clark

Fax: (630) 434-5494

Prices are for equipment and services as listed only, unless otherwise specified herein. Any alteration or deviation involving extra costs will be executed only upon written order and will become an extra charge over and above this quotation. Because of conditions beyond our control, this quotation is effective only for a period of THIRTY DAYS from the date above. Taxes now in effect or if and when levied on any sale based on this quotation must be added to the price, unless specifically provided for in the quotation. Deliveries are subject to all causes beyond our control, or whatever nature, and also in addition subject to strikes, accidents, and failure of raw material supplies.

TERMS - THIRTY DAYS NET FROM DATE OF INVOICE. No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by Advent System, Inc.,

We are pleased to submit the following quotation on the above-mentioned project.

Maintenance Agreement

This full service maintenance agreement shall be per the attached service agreement including Scope of Work, Conditions and Equipment List.

Year One:

November 12, 2008 through November 11, 2009

Year One Annual Investment..... \$15,600.00

Bi-Annual Investment..... \$7,800.00

~~Year Two:~~

~~November 12, 2009 through November 11, 2010~~

~~Year Two Annual Investment..... \$16,080.00~~

~~Bi-Annual Investment..... \$8,040.00~~

~~Year Three:~~

~~November 12, 2010 through November 11, 2011~~

~~Year Three Annual Investment..... \$16,080.00~~

~~Bi-Annual Investment..... \$8,040.00~~

Q U O T A T I O N

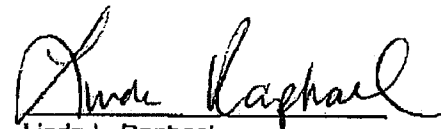
Date: October 29, 2008

No. 16044-LLR-R1

Accepted by: _____

Title: _____

Date: _____



Linda L. Raphael
Customer Service & Support



435 West Fullerton Avenue
Elmhurst, IL 60126-1404
Office (630) 279-7171
Fax (630) 279-7676

**Downers Grove Parking Garage
801 Burlington Avenue
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT
SCOPE OF WORK**

This agreement shall cover all the equipment that is shown on the attached Equipment List.

Service for the Code Blue and Closed Circuit Television Systems will include the following:

• ***Scheduled Maintenance Visit***

Includes bi-annual, preventive maintenance visit which will accomplish the following functions:

Bi-Annually (Clean, check and adjust for proper operation):

- Code Blue emergency duress system and associated interface devices
- Digital recording system and associated devices
- Pelco and Kalatel cameras including lenses

• ***Hardware Repair Service***

Includes the labor and material to repair/replace any non-functioning or failed system component. Replacement parts will be of like-kind and quality. Substitute replacement parts will be used only after receiving approval from the owner. Should damage to components or system be due to neglect or abuse, the service call rate shall apply to the repair of said items.

• ***Software Maintenance***

Performed bi-annually to check and clean up files in order to insure optimum operation. Any and all software revisions and upgrades by Code Blue and Kollector, will be furnished and installed by Advent Systems. This includes new features, system enhancements, new documentation, and support. Software coverage will include the Code Blue and Kollector LAN master software packages.

**Downers Grove Parking Garage
801 Burlington Avenue
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT
ADDITIONAL CONDITIONS**

• ***On-Call Telephone Support***

Includes telephone support during Advent Systems normal working hours.

• ***Emergency Services***

Shall be available 24 hours a day, seven days a week, and will be billed at the incremental costs as outlined in the Off-Hour Support section.

• ***Service Calls***

All service calls made during normal working hours will be included in the scope of this agreement. Normal working hours are defined as 8:00 a.m. through 4:30 p.m., Monday through Friday. Service calls for items not listed on the Equipment List will be billed at \$98.00 per hour.

• ***Off-Hour Support***

Requests for service and support outside of Advent Systems normal working hours are handled by calling our answering service at (630) 916-3207. The appropriate charges will be incurred as outlined in this section.

Advent Systems will charge a premium cost of \$49.00 per hour for all work performed between the hours of 4:30 p.m. and 8:00 a.m., Monday through Friday and between 8:00 a.m. to 4:30 p.m. Saturday. Minimum charge per call will be \$196.00, including travel if applicable.

Advent Systems will charge a premium cost of \$98.00 per hour for all work performed between the hours of 4:30 p.m. Saturday through 8:00 a.m. Monday. Minimum charge per call will be \$392.00, including travel if applicable.

Advent Systems will charge \$196.00 per hour for all work performed on holidays with a four hour minimum including travel if applicable. Minimum charge for holiday calls will be \$784.00. Holidays are New Years Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

**Downers Grove Parking Garage
801 Burlington Avenue
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT
ADDITIONAL CONDITIONS**

• ***Off-Hour Support (continued)***

Travel time will not be billed on any normal maintenance or warranty call unless the work is not covered by the warranty or maintenance agreement. Travel time will be billed portal to portal for all after-hours and emergency calls at the rates specified in this agreement, unless it is a continuation of the work-day on site.

• ***Limitations***

Advent Systems shall have no liability to Owner or others for any damages, claims, penalties, losses, costs, or expenses caused by or resulting from any act, condition or cause beyond the control of Advent Systems, including but not limited to strikes, floods, accidents, wars, insurrections, riots, other acts of God, errors or defects in data, any materials supplied to Advent Systems by Owner, delays of supplies or actions of Owner.

• ***Bi-Annual Billing***

Payment for these services will be invoiced bi-annually, in advance.

• ***Cancellation, Early Termination***

Owner may terminate this agreement at any time during the term, with or without cause upon 30 days prior written notice to Advent Systems, Inc. Owner shall be entitled to a refund for pre-paid services after the effective date of such termination.

**Downers Grove Parking Garage
801 Burlington Avenue
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT
EQUIPMENT LIST**

Code Blue Emergency Duress System:

- 1 - NEC Telephone Switch 6X40
- 1 - Code Blue Diagnostic Software
- 32- Code Blue IV CB II-E Interactive Voice Communications Units
- 32- Code Blue Remote Beacon/Strobe Lights
- 2 - Code Blue CM3000-S Speakerphones (located in elevator cabs)
- 1 - Code Blue1S

Digital Recording System:

- 1 - Kollector LAN Master Software
- 4 - Kollector KOL4090 LAN Servers 16 Channel with 120GB Hard Drives
- 1 - Kollector Kollector LAN Master and Personal Computer
- 1 - Kollector Pelco PMC21A 21" Color Monitor
- 49- Pelco ICS110-CRV Cameras with Variable Focal Lenses
- 2 - Kalatel Mini Board Cameras (located in elevator cabs)
- 8 - Pelco Low Voltage Camera Power Supplies
- 1 - Seps Ferrup Uninterruptable Power Supply FE1.4 KVA Including Batteries

Note: Wire and telephone lines are not covered under this maintenance agreement.

**ADDENDUM TO AGREEMENT BETWEEN ADVENT SYSTEMS AND
VILLAGE OF DOWNERS GROVE**

The following terms shall apply to the Agreement dated October 29, 2008 between Advent Systems (“Contractor”) and the Village of Downers Grove (“Village”):

A. RENEWAL

This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds.

B. INSURANCE REQUIREMENTS

Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

Commercial General Liability Insurance required under this paragraph shall be

written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"

Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

Workers Compensation coverage shall include a waiver of subrogation against the Village.

Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to

review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. COPYRIGHT/PATENT INFRINGEMENT

The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

D. CAMPAIGN DISCLOSURE

Contractor shall execute the Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/Contractor/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any

challengers seeking to serve as a member of the Downers Grove Village Council.

E. SUBLETTING OF CONTRACT

No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

F. BILLING & PAYMENT PROCEDURES

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

G. PATRIOT ACT COMPLIANCE

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and

expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. NONDISCRIMINATION

Contractor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

I. SEXUAL HARASSMENT POLICY

The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Contractor's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

J. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute

or regulation. During the performance of this contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; 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.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) 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.

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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

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 the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, 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 the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause

in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, 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 Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

K. DRUG FREE WORK PLACE

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team

is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

L. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

CONTRACTOR:

Advent Systems, Inc.

Company Name

435 West Fullerton Avenue

Street Address of Company

Elmhurst, IL 60126

City, State, Zip

(630) 279-7171

Business Phone

(630) 279-7676

Fax

Date: November 3, 2008

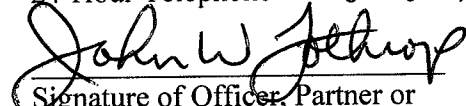
Paul_Seben@adventsystems.com

Email Address

Paul M. Seben

Contact Name (Print)

(708) 237-6604 (after hours
24-Hour Telephone emergency #)




Signature of Officer, Partner or
Sole Proprietor

John W. Lothrop, Vice Pres

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary Paul M. Seben

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, Contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

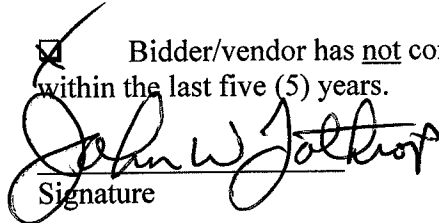
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/Contractor/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

John W. Lothrop
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Village of Downers Grove Contractor Evaluation

Contractor: Advent Systems

Project: Parking Deck Security System Maintenance

Primary Contact: Linda Raphael Phone: (630) 279-7171

Time Period: 2003-2008 Installation and warranty work

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: _____

Change Orders (attach information if needed):

Difficulties / Positives: _____

Interaction with public:

Excellent Good Average Poor N/A

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Should the Village contract with this vendor in the future? Yes No

Reviewers: Robin A. Weaver, Interim Director of Public Works

Date: 11/7/2008

**Note: As these forms were created late in 2007 for use in the beginning of 2008. no prior forms and annual reviews are available.