

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A SOFTWARE LICENSE AGREEMENT AND ADDENDUM BETWEEN THE VILLAGE OF DOWNERS GROVE AND PRINCIPAL DECISIONS SYSTEMS INTERNATIONAL

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 License and Service Agreement (the "Agreement") and Addendum (the "Addendum"), between the Village of Downers Grove ("Customer") and Principal Decision Systems International ("PDSI"), for the Telestaff automated telecommunication/computer technology software program, 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 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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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

TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT

This Agreement ("AGREEMENT") made by and between **Principal Decision Systems International** ("PDSI") that has its principal place of business at **50 Corporate Park, Irvine, CA 92606**, and **Village of Downers Grove** ("CUSTOMER"), that has its principal place of business at **825 Burlington Ave., Downers Grove, IL 60515**, for the exclusive use of **Village of Downers Grove Police Department**, shall be subject to the following terms and conditions:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. **Ownership and License of TELESTAFF**

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.

2. **Copyright and Proprietary Protection.**

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

- (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
- (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF;
- (iii) Copy TELESTAFF for any reason other than to make one backup copy in machine-readable form for archival purposes;
- (iv) Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. CUSTOMER acknowledges that such direct connection to the database violates the OEM agreement between PDSI and Sybase.

3. **Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. **Term.** This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of three (3) years, unless terminated as provided herein.

5. **Product Components.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the recommended TELESTAFF hardware specifications.

<u>Initial</u>	<u>Component</u>	<u>Fee</u>
	TELESTAFF Enterprise Software License for 85 POLICE Staff Members	\$ 11,900
	TELESTAFF Implementation Services for 85 POLICE Staff Members	\$ 13,080
	WEBSTAFF - PDSI Hosted Setup and First Year Service for 85 POLICE Staff Members	\$ 2,500
	TELESTAFF Auctions - Position AND Leave Software License for 85 POLICE Staff Members	\$ 6,375
	Database Server	\$ 5,500
	Additional Sybase Concurrent Connections Qty: 4	\$ 500
	4 port Dialogic Card Qty: 1	\$ 1,000
	Dongles (4) Qty: 1	\$ 750
	Year 2 service and Support	\$ 6,538
	Acquisition Cost	\$ 48,148
	Multi-Agency Discount	-\$ 4,161
	Total Initial Acquisition Cost	\$ 43,987

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph 5 until December 31, 2008.
7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency. CUSTOMER does hereby agree to the payment terms for each component.

<u>Initial</u>	<u>Component</u>	<u>Due</u>
	TELESTAFF Enterprise Software License for 85 POLICE Staff Members	Due Upon Receipt of correct invoice and Delivery of TeleStaff software dsic version 2.x
	TELESTAFF Implementation Services for 85 POLICE Staff Members	Due Upon Receipt of correct invoice and upon completion of configuration training week 1 as described in appendix B.
	WEBSTAFF Setup and First Year Service for 85 POLICE Staff Members	Due Upon Receipt of correct invoice and delivery of TeleStaff software dsic version 2.x
	TELESTAFF Auctions - Position AND Leave Software License and applicable Sales Tax for 85 POLICE Staff Members	Due Upon Receipt of correct invoice and delivery of TeleStaff software version 2.x
	Hardware - Enterprise Server	Due upon receipt of correct invoice and delivery of hardware
	Additional Sybase Concurrent Connections	Due upon receipt of correct invoice and delivery of TeleStaff software version 2.x
	4 port Dialogic Card	Due upon receipt of correct invoice and delivery of dialogic card
	Dongles (4)	Due upon receipt of correct invoice and delivery of dongle

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.
9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that training and/or reconfiguration requested by CUSTOMER in addition to that defined in Appendix B will be at an additional cost.
10. **Telephony Service.** CUSTOMER acknowledges that the telephony capabilities included in TELESTAFF are designed to be compatible with POTS analog phone service from a local phones services provider, and that PDSI warrants the correct operation of the TELESTAFF telephony components only when connected to POTS analog phone lines. Should CUSTOMER attempt to connect TELESTAFF to PBX or other digital phone services, PDSI will not warrant correct telephony behavior nor will provide support for CUSTOMER's unique telephony solution.
11. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twenty four (24) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that for year 3 of this contract the following shall apply

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	Year 3 TELESTAFF for 85 POLICE Staff Members - Year 3 service and support	\$ 2,987
	TELESTAFF Auctions for 85 POLICE Staff Members - 1st Anniversary of the Execution Date	\$ 1,455
	Subsequent anniversaries during term	3% maximum increase over previous period

Total Annual Service and Support

\$ 4,442

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TELESTAFF and WEBSTAFF as defined in Appendix C.

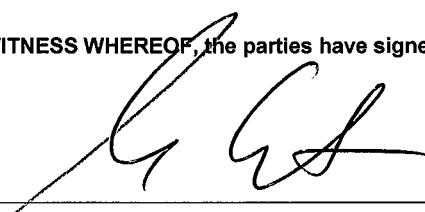
Should CUSTOMER increase the licensed capacity of TELESTAFF, CUSTOMER acknowledge that Annual Service and Support will increase as specified in Section 13 beginning with the next renewal period.

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
<input type="checkbox"/>	WEBSTAFF for 85 POLICE Staff Members - 1 month after 2nd Anniversary of the Execution Date	\$ 2,095
<input type="checkbox"/>	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew WEBSTAFF access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access to WEBSTAFF.

12. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Escrow.** PDSI will provide CUSTOMER the TELESTAFF source code provided that PDSI is no longer in business and that it cannot provide support even though CUSTOMER has remained in compliance with PDSI's Service and Support plan as defined in Section 10 above.
15. **Miscellaneous Provisions.**
 - (a) **Amendments.** This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.
 - (b) **Entire Agreement.** This AGREEMENT, including Appendices A, B, and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI
 By: 
 Title: President
 Date: 11/26/2008

Village of Downers Grove (CUSTOMER)
 By: _____
 Title: _____
 Date: _____

Appendix A – TeleStaff Minimum Hardware Specifications

PDSI DOES NOT TAKE RESPONSIBILITY FOR HARDWARE PURCHASED BY CUSTOMER

Following are the **MINIMUM** specifications required for a TeleStaff server designed to operate the TeleStaff software, database management system and telephony components.

NOTE: The following recommended specs are for a single server running all TeleStaff components.

Server Specs:

- Processor: Intel Pentium 3 GHz or better (Dual core Processor is optimum)
- RAM: 2 GB or larger
- Hard Drive: 75 GB or larger (Note: installation requires 80 meg of HD space and to run it, requires 2.5 times the DB size)
- CD/DVD Drive: 48x
- OS: Microsoft Windows 2003 Server (**must be 32-bit; not compatible with 64-bit OS**)
- Optional: 17" SVGA Monitor
- Multimedia with speakers and microphone
- Keyboard and mouse
- Hardware service: 24X7 onsite (recommended 3 years)
- **OPTIONAL:** V.90 Data/Fax Modem (only needed if using faxing capabilities)
- **OPTIONAL:** Sound card (only needed to control speed of voice in TS recording)

Telephony Components (Purchase from PDSI):

- 4- or 12-port Dialogic Telephony system (4-port dialogic board - #D4PCIU4SW requires PCI-x slot; 12-port dialogic board - #D120JCTLSEW is compatible with PCI-e slot).
- Telephony system dongles (4- or 12-port)

Sybase Licenses (Purchase from PDSI):

- Sybase Client database license (7 concurrent users)
- Sybase Studio database license (1 concurrent user)

PCI-x Slots: The server will require PCI-x slots to support a 4-port dialogic, sound, and fax modem cards, with room for future expansion where necessary. USB sound cards are an option. **NOTE: The recommended 4-port dialogic board is not compatible with PCI-e slots. The recommended 12-port board is compatible with PCI-e slots.**

Phone System: Telephony features of TeleStaff are tested and compatible with the **POTS analog telephone standard**. PDSI does not support department phone systems that are not compliant with this standard.

TeleStaff Performance: The specs provided are **MINIMUM hardware requirements**. TeleStaff performance can degrade depending on a number of factors, including, but not limited to, number of staff members in the database, number of concurrent users, and complexity and number of staffing rules and roster alarms. **If the potential for any of these factors exists, PDSI recommends a dual-core processor server with at least 4 GB of RAM and recommends that the City consider component distribution as discussed below.**

OPTION: Application Distribution

TeleStaff comprises multiple software applications that can operate on separate hardware devices. In some situations, improved performance may be achieved by separating processing-intensive applications and deploying them on separate servers. Common distribution methods include separating and deploying the Database Management System (DBMS), the business logic processing (Middle Tier) and the Telephony components. Application distribution can occur at any time. **For departments with over 1000 users, PDSI recommends utilizing more than 1 server.**

Recommended Minimum Client Machine Specs:

- Pentium IV Class CPU
- 1 Gig RAM
- 40-80 Gig Hard Drive (Note: TeleStaff databases do not take up significant HD space, but most machines come with 70+ GB by default)
- CD-ROM/DVD Drive
- Keyboard
- Mouse
- Computer sound card (If you want to hear/record voices in the TeleStaff database)
- Speakers (to hear TeleStaff recordings)
- Microphone (if you want to record voices in the TeleStaff database)
- Monitor
- Network Interface Card
- Windows 2000 or XP

The customer may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol.

Appendix B – TELESTAFF Implementation Services Partnership Agreement

IT IS EXTREMELY IMPORTANT THAT CUSTOMER READ AND UNDERSTAND THE FOLLOWING:

For the fee for Implementation Services specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise a summary of the TeleStaff Implementation Services. NOTE: This Appendix outlines the recommended approach to the implementation process, based on PDSI's experience with its customers. Because of the highly configurable nature of TeleStaff, there may need to be changes to the Implementation Process and Services described below. (NOTE: A PROJECT PLAN DETAILING SPECIFIC CUSTOMER DELIVERABLES, MILESTONES, AND SCHEDULE; AND A PROJECT CHARTER DETAILING CUSTOMER PROJECT SCOPE, OBJECTIVES, ASSUMPTIONS, RISK ASSESSMENT, DELIVERABLES, PROJECT TEAM AND ROLES/RESPONSIBILITIES WILL BE DEVELOPED BY CUSTOMER AND PDSI DURING THE PROJECT PLANNING STAGE.)

PROJECT INITIATION: The PDSI Customer Sales Representative transfers all pertinent CUSTOMER information gathered during the sales process to the PDSI Customer Account Manager (CAM). The CAM is a project manager who is responsible for guiding the CUSTOMER through the implementation process. However, the **CUSTOMER is ULTIMATELY RESPONSIBLE FOR A SUCCESSFUL IMPLEMENTATION**, which includes allocating the appropriate resources. Once the information has been transferred, the CAM will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.

PROJECT PLANNING: A PRE KICK-OFF CALL with the CAM, Sales Representative, and CUSTOMER SPONSOR will be held to discuss project scope, project objectives, expectations regarding product functionality, roles and responsibilities of the project team, expectations of the project lead, resource planning, and implementation process. This meeting is very important to help ensure the appropriate resources are assigned to the CUSTOMER Project team and that the scope of the project is accurately defined. In addition, the CUSTOMER organization structure will be discussed to determine how many configurations the CUSTOMER data will require, and whether a single or multiple databases is recommended. Where there are multiple agencies with distinct rules, each agency will require a separate configuration. Unless there is true resource sharing (on a daily basis) multiple databases (where there are multiple agencies) is recommended.

After the call, a sample Project Charter and Project Plan will be provided to the CUSTOMER (if CUSTOMER has not already created one) to review and complete as soon as possible. The CAM and the CUSTOMER will hold multiple PROJECT PLANNING calls to refine the Project Charter and Project Plan.

PROJECT KICK-OFF: The CAM and CUSTOMER Project Team will hold a KICK-OFF CALL to review the Project Charter and Project Plan, with particular focus on project scope, objectives, product functionality, project team roles and responsibilities, and a roadmap for the implementation. Dates for CONFIGURATION TRAINING(S) will be discussed. CUSTOMER will provide CAM Daily Detail Roster Sheets BEFORE DATA COLLECTION. Project Plan and Project Charter will be finalized and signed-off before data collection.

DATA COLLECTION: This phase begins with a DATA COLLECTION Web Conference call with the CAM and the Project Team, during which the CAM will instruct the Project Team on how to collect, organize, and format pertinent CUSTOMER data for the creation of the TELESTAFF database. During the call, the CAM will also review organization structure with the CUSTOMER. Within 2-4 weeks after this call, the CUSTOMER will provide to the CAM a cross-section of data (as directed), which the CAM will use to create a database. In addition, the CAM will instruct CUSTOMER on how to analyze and document their staffing rules. Lastly, the CAM will direct CUSTOMER to review the Module 1 Training (watch video and review training manual) which can be downloaded from the Client Area of PDSI website). In order to understand basic TELESTAFF functionality and terminology, it is imperative that every member of the Project Team reviews this tutorial BEFORE DATABASE REVIEW.

DATABASE REVIEW: Once PDSI receives all pertinent data from the CUSTOMER, the CAM will create a TELESTAFF database. The CAM, CUSTOMER, and a CONSULTING PRODUCT SPECIALITIST assigned to the CUSTOMER implementation through to Go-Live will review the initial database (via Web Conference). The CONSULTING PRODUCT SPECIALIST will make recommendations to the CUSTOMER as to how to rework the database to accurately reflect the CUSTOMER organizational structure. The CUSTOMER will then spend time re-working the database, in accordance with the CONSULTING PRODUCT SPECIALIST'S instructions.

**DATABASE REVIEW
(CONT'D):**

Once the appropriate structure is determined, the CUSTOMER will add all data to the spreadsheet, ready for final database creation. This process of review and rework, which will be guided by the CAM and CONSULTING PRODUCT SPECIALIST, will continue until the database is signed off by the CONSULTING PRODUCT SPECIALIST and the CUSTOMER.

PDSI will ship any TELESTAFF hardware (that was purchased through PDSI – dialogic telephony cards, dongles, etc.) to the CUSTOMER and provide the necessary installation documentation.

PRE-CONFIGURATION:

The CONSULTING PRODUCT SPECIALIST will work with CUSTOMER via Web Conference calls (2-3) to perform basic set up and configuration of the CUSTOMER data. The CONSULTING PRODUCT SPECIALIST will train the CUSTOMER on setting up the database, and after each call, the CUSTOMER will apply the acquired knowledge and do the setup tasks.

HARDWARE SET-UP:

Prior to CONFIGURATION TRAINING, CUSTOMER must have TELESTAFF server and software installed and functional.

**CONFIGURATION
TRAINING:**

For each configuration required (determined during planning), CUSTOMER must dedicate appropriate resources to TWO CONSECUTIVE WEEKS of configuration training. The purpose of the CONFIGURATION TRAINING is to train the CUSTOMER on how to configure their data, have the CUSTOMER actually configure the data, and begin testing the configuration.

Week 1: CONFIGURATION - The CUSTOMER will attend 5 consecutive days of configuration training at PDSI's training facility in Orange, CA (9 a.m. to 5 p.m.). The CUSTOMER must assign the Project Lead, Staffing Expert, and a maximum of two other Subject Matter experts (including Union Representative, if necessary) to attend Configuration week. The CAM will work with the CUSTOMER to determine the appropriate resources to attend CONFIGURATION TRAINING. During this week, the CONSULTING PRODUCT SPECIALIST will work with the CUSTOMER to configure the CUSTOMER data.

Week 2: CONFIGURATION FOLLOW-UP - There will be up to 4 half-day (4-hour) Web Conferences (Tues – Fri) (a.m. or p.m.) (**maximum of 16 hours**) with the CONSULTING PRODUCT SPECIALIST to help the CUSTOMER to complete and test the configuration. If the 16 hours allotted for this week are not used, they do not roll over into subsequent phases. In addition, during this week, CAM will conduct a "Train the Trainer" session with CUSTOMER (review of Advanced TELESTAFF training) to help prepare CUSTOMER for end-user training.

**TESTING AND
END-USER TRAINING:**

Once TELESTAFF is fully configured by CUSTOMER, rigorous system testing must be undertaken by CUSTOMER. SYSTEM TESTING must include testing of all components that CUSTOMER needs for Go-Live, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a testing plan, assigning super users to test the system, creating test scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for end-user training (including creating a training plan, creating training documentation, and conducting super-user and end-user training classes). During the testing/training phase, the CONSULTING PRODUCT SPECIALIST will be available to support this process for a **maximum of 20 hours**, which must be scheduled IN ADVANCE. This allotted 20 hours of CONSULTING PRODUCT SPECIALIST support will expire within a certain time frame (to be determined and agreed with CUSTOMER during planning) and, if not used by CUSTOMER, will not roll over after this period.

**PREPARING FOR
GO-LIVE:**

An **additional 8 hours** with a CONSULTING PRODUCT SPECIALIST will be scheduled the week before Go-Live, which will be coordinated with your CAM.

ADDITIONAL TRAINING:

Any scheduled training time with a CONSULTING PRODUCT SPECIALIST (in addition to what is listed above) will be charged as specified in Section 13, plus expenses incurred. For further information on additional SUPPORT FROM A CONSULTING PRODUCT SPECIALIST that can be purchased from PDSI, please contact your Customer Account Manager.

SYSTEM GO-LIVE:

Go-live is typically in 2 stages: parallel processing for 28 days, then full Go-Live. At Go-Live, CAM and PROJECT TEAM will review the PDSI TeleStaff Help Desk procedures. From this point forward, the Help Desk will be the first point of contact for technical issues with TELESTAFF and the CAM will serve as the Customer Service contact for CUSTOMER.

Appendix C – Annual Service and Support

"Normal Business Hours" are 6:00 AM through 6:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays and other office closures (notification of which will be provided to CUSTOMER).

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI through PDSI's web portal (<http://slxweb.pdsi-software.com/>), providing the exact verbiage from error messages, screenshots showing details, and any other information relevant to giving an accurate description of the error. The ticket number generated by the portal shall be used for all subsequent inquiries relating to the original problem. Please contact your Customer Account Manager for a unique login ID and password. Outside of Normal Business Hours, CUSTOMER will open a ticket through the Web Portal then notify PDSI of the problem by telephone. Telephone notification will be made to PDSI's support line at (866) 324-1598.

The main support line will be answered either by a PDSI representative or an automated attendant at all hours. During Normal Business Hours, each trouble report by phone will be assigned a support ticket number and updates will be entered through the Web Portal. The call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 866-324-1598. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with a LIVE status. All other problems will be handled through updates to the ticket, which generate an email or a callback. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

Priority One	
Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of possible Priority-One issues by submitting a ticket through PDSI's Web Portal. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

Priority Two	
Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond by the next business day. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

Priority Three	
Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none"> • Reporting errors or calculation problems • Documentation inaccuracies • Cosmetic issues • Misspellings • Product Enhancement requests • Questions or inquiries relating to TeleStaff Software functionality, system administration or installation

Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within one Business Day.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.

Appendix C – Annual Service and Support Continued

TeleStaff Enhancements

The TeleStaff version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

Version X.YZ where

- Changes in **X** represent a significant change in product functionality (**Major Release**)
- Changes in **Y** represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product (**Enhancement Release**)
- Changes in **Z** represents a minor change to the program to accommodate a software error or cosmetic change (**Update Release**)

Under the TeleStaff Service and Support plan, CUSTOMERs will receive **Update Releases** and **Enhancement Releases** as they become available at no additional charge. **Major Releases** will be available for an additional fee.

ADDENDUM A TO TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT

The following terms and conditions shall apply to the Agreement dated _____ by and between Principal Decision Systems International ("PDSI") and the Village of Downers Grove ("Customer"):

1. VILLAGE ORDINANCES

1.1 PDSI will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

2.1 PDSI is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

3.1 To the fullest extent permitted by law, PDSI 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 PDSI, its employees, or its subcontractors, and PDSI, its employees, or its subcontractors, and PDSI 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, PDSI shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring PDSI to indemnify the Village for its own negligence. PDSI shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of PDSI, its employees, or its Subcontractors.

4. NONDISCRIMINATION

4.1 PDSI 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, PDSI certifies that it is an "equal opportunity employer" as defined by Section 900(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11247 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 7.1 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.

4.2 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. PDSI shall comply with standards set forth in Title VII of the Civil Rights Act of

1974, 42 U.S.C. Secs. 900 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.

5. SEXUAL HARASSMENT POLICY

5.1 PDSI, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes PDSI's internal complaint process including penalties;
- 5.1.5 Describes the legal recourse, investigative and complaint process available to PDSI's employees; and
- 5.1.7 Describes the protection against retaliation afforded to PDSI's employees.

7. EQUAL EMPLOYMENT OPPORTUNITY

7.1 In the event of PDSI'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"), PDSI 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, PDSI agrees as follows:

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 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.

- 7.1.4 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 PDSI'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 PDSI in its efforts to comply with such Act and Rules and Regulations, the PDSI will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 7.1.5 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.
- 7.1.7 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.
- 7.1.7 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, PDSI 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 PDSI 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.

7. DRUG FREE WORK PLACE

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

- 7.1 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 PDSI'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.
- 7.2 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 PDSI'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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.7 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

PDSI 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. PDSI further represents and warrants to the Village that PDSI 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. PDSI 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.

9. INSURANCE REQUIREMENTS

- 9.1 Prior to starting the work, PDSI 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 PDSI 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	\$1,000,000	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	\$1,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 1,000,000	

- 9.2 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"
- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 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.
- 9.7 PDSI 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 PDSI of 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*.

- 9.7 PDSI 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 PDSI 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 PDSI or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- 9.8 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 PDSI or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the PDSI 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.
- 9.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, PDSI 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. PDSI 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.

9.10

10. COPYRIGHT/PATENT INFRINGEMENT

- 10.1 The PDSI 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 PDSI that constitutes a misuse of any proprietary or

trade secret information or an infringement of any patent or copyright.

11. COMPLIANCE WITH OSHA STANDARDS

11.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

12. CERCLA INDEMNIFICATION

12.1 In the event this is a contract that has environment aspects, PDSI shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9701, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded PDSI, both before and after its disposal.

13. CAMPAIGN DISCLOSURE

13.1 Any 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.

13.2 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.

13.3 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.

13.4 By signing the bid documents, PDSI 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.

14. SUBLETTING OF CONTRACT

14.1 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 PDSI from their obligation or change the terms of the contract.

15. TERM OF CONTRACT

- 15.1 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. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

16. TERMINATION OF CONTRACT

- 16.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded PDSI, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 16.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded PDSI, in the event of default by the Awarded PDSI. Default is defined as failure of the Awarded PDSI to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms.

17 BILLING & PAYMENT PROCEDURES

- 17.1 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 PDSI within 70 days of receipt of a proper bill or invoice. If payment is not issued to the PDSI within this 70 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 70 day period, until final payment is made.
- 17.2 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 PDSI 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.
- 17.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 89 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 17.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL. 60515.

18. RELATIONSHIP BETWEEN PDSI AND THE VILLAGE

- 18.1 The relationship between the Village and the PDSI is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint

venture or partnership with the other.

19. STANDARD OF CARE

19.1. Services performed by PDSI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

19.2 If the PDSI fails to meet the foregoing standard, PDSI will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by PDSI's failure to comply with the above standard and reported to PDSI within one (1) year from the completion of PDSI's services for the Project.

19.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by PDSI during construction or equipment installation or the furnishing of Project representatives shall not make PDSI responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

20. GOVERNING LAW

20.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

21. SUCCESSORS AND ASSIGNS

21.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The PDSI will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub PDSIs.

22. WAIVER OF CONTRACT BREACH

22.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

23. AMENDMENT

23.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

24. CHANGE ORDERS

- 24.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.
- 24.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 513/1)

25. SEVERABILITY OF INVALID PROVISIONS

- 25.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

26. NOTICE

- 26.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 7057**

And to PDSI:

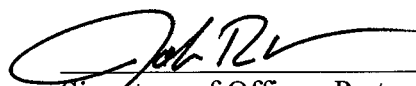
As designated below

PDSI:	
<u>Principal Decision Systems International</u> Company Name	Date: <u>12-2-2008</u>
<u>50 Corporate Park</u> Street Address of Company	<u>AARON@TRIEstaff.com</u> Email Address
<u>IRVINE, CA 92606</u> City, State, Zip	<u>AARON SULLIVAN</u> Contact Name (Print)
	<u>714-943-6134</u> 24-Hour Telephone

Business Phone

(714) 703-2795

Fax

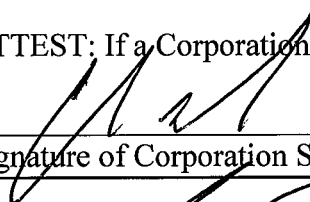


Signature of Officer, Partner or
Sole Proprietor

John R. Moore, CTO

Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:


Authorized Signature

Title

Date

President

12/3/08

ATTEST:

Signature of Village Clerk

Date



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$700 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

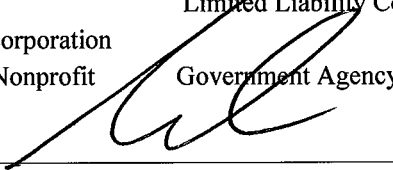
NAME: Principal Decision Systems Intl

ADDRESS: 50 CORPORATE PARK

CITY: IRVINE

STATE: CA

ZIP: 92606

PHONE: 800-850-7374 FAX: 714-703-2795
 TAX ID #(TIN): 77-0268909
 (If you are supplying a social security number, please give your full name)
REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):
 NAME: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____
TYPE OF ENTITY (CIRCLE ONE):
 Individual Limited Liability Company –Individual/Sole Proprietor
 Sole Proprietor Limited Liability Company-Partnership
 Partnership Limited Liability Company-Corporation
 Medical Corporation
 Charitable/Nonprofit Government Agency
 SIGNATURE:  DATE: 12/3/08

PDSI'S CERTIFICATION (page 1 of 3)

With regard to TeleStaff, PDSI Greg Ekstrom hereby certifies
(Name of Project) (Name of PDSI)
the following:

1. PDSI is not barred from bidding this contract as a result of violations of Section 79 ILCS 5/33E-3 (Bid Rigging) or 79 ILCS 5/33E-4 (Bid-Rotating);
2. PDSI certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. PDSI further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that PDSI is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. PDSI further certifies that if it owes any tax payment(s) to the Department of Revenue, PDSI has entered into an agreement with the Department of

PDSI'S CERTIFICATION

Revenue for the payment of all such taxes that are due, and PDSI is in compliance with the

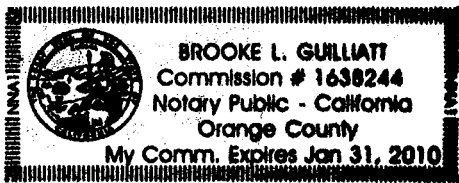
agreement.

BY: [Signature]
PDSI's Authorized Agent

77-0258909

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 3rd day of December, 2008.

[Signature]
Notary Public)
Brooke L. Guillatt

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The PDSI is a corporation organized and existing under the laws of the State of California which operates under the Legal name of Principal Decision Systems International, Inc. and the full names of its Officers are as follows:

President: Greg Ekstrom

Secretary: Chris McCormack

Treasurer: John Moore

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

[Signature]

PDSI'S CERTIFICATION

The partnership does business under the legal name of: Principle Decision Systems International
which name is registered with the office of Secretary of State in the state of
California.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Golden Empire Insurance Agency

Agent Steve Helfman

Street Address 28720 Roadside Drive, Ste. 376

City, State, Zip Code Agoura Hills, CA 91301

Telephone Number 818-597-7880

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: PDSI

Print Name and Title of Authorizing Signature: Kathryn Prancevic National Sales Manager

Signature: 

Date: 12/2/08

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: PRINCIPAL DECISION SYSTEMS INTERNATIONAL

Address: 50 CORPORATE PARK

City: IRVINE, CA Zip Code: 92606

Telephone: (800) 850-7374 Fax Number: (714) 703-2795

E-mail Address: AARONS@TELESTAFF.COM

Authorized Company Signature: _____

Print Signature Name: Greg Ekstrom Title of Official: President

Date: 12/3/08

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, PDSI, 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.

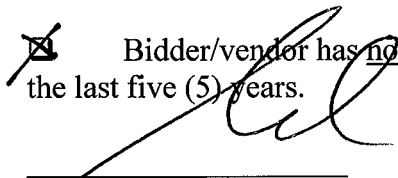
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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/PDSI/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

Greg Etzkorn

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