

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 18, 2010 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|--|--|----------------------------------|
| Computer Aided Dispatch Maintenance Agreement | ✓ Resolution Ordinance Motion Discussion Only | Robert Porter Chief of Police |

SYNOPSIS

A resolution has been prepared authorizing an agreement and addendum thereto for maintenance of the Sungard Public Sector Computer Aided Dispatch (CAD) System in the amount of \$101,832.46. This agreement has a one (1) year term.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals identified *Exceptional Services and Communication*.

FISCAL IMPACT

The FY10 budget provides \$101,832.46 in the General Fund for this expenditure.

UPDATE & RECOMMENDATION

This item was discussed at the May 11, 2010 meeting. Staff recommends approval on the May 18, 2010 consent agenda.

BACKGROUND

The Village has been utilizing the Sungard Public Sector CAD system for dispatching, records collection, electronic reporting, and LEADS inquiries for almost twenty years and it has proven to be a very reliable system. Sungard Public Sector Inc. holds the proprietary rights for all of the software associated with the CAD system. Thus, Sungard should be considered a sole source vendor to provide maintenance for their products. The proposed agreement for the maintenance of the Village’s CAD system is for a term of one year.

Below is a brief description of some of the software applications that this agreement covers:

- Looking Glass Mapping provides the dispatchers with a visual display of all Police/Fire/EMS calls. It also provides the officers visual maps on their laptops when they are dispatched to calls.
- QREP is a reporting tool used to extract data and write programs for CAD and Records databases.
- Mobil Data Browser Client is the base product that drives all of the Public Safety personnel’s ability to receive and send information to Dispatch and provides access to LEADS, which allows officers to obtain license plate, drivers license, and criminal history information.
- Field Reporting Client provides the products that drive the Police Department’s electronic field reporting system.
- E911 CAD400 Interface provides the interface for the ALI/ANI information for the 911 system that automatically enters the name, address, and phone number of the caller into CAD.
- CAD400 Redundancy is the secondary CAD system that runs on a separate AS400 system that mirrors and provides back-up to the primary CAD system.
- Pager Connect Interface interface’s CAD with the Byteware paging system. This system allows staff to pre-set call types, status changes, and call outs in CAD that will automatically send pages to pre-defined groups such as, Fire Command, Police Command, and FIAT members.

- Imageware Mugshot Interface interfaces the mugshot system with the CRIMES adult arrest and juvenile arrest system.
- CAD-Computer Aided Dispatch is the central system that all of the above systems connect to. This system provides dispatchers with all of the data and information needed to dispatch Public Safety personnel to calls efficiently.
- CRIMES-Police Records Management System is the central data entry system for all information or reports generated by the Police Department.
- ISIS interface provides LEADS access to all police officers on patrol.
- Firehouse Interface downloads the CAD call data to the Firehouse server and starts to prepare a fire department report.

ATTACHMENTS

Resolution

Agreement

Addendum

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A MAINTENANCE AGREEMENT AND ADDENDUM BETWEEN THE VILLAGE OF DOWNERS GROVE AND SUNGARD PUBLIC SECTOR, 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 (the “Addendum”), between the Village of Downers Grove (“Customer”) and SunGard Public Sector, Inc. (“SunGard Public Sector”), for maintenance, service and support for the Village’s CAD computer system software applications utilized by the police and fire departments, 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

**SUNGARD PUBLIC SECTOR INC. SUPPORT SERVICES AGREEMENT
CONTRACT NO. DWNR-100499**

This SunGard Public Sector Inc. Support Services Agreement ("Agreement") is entered into by and between **SunGard Public Sector Inc. (SunGard Public Sector)**, a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and
Village of Downers Grove, IL
(Customer),
with its principal place of business at
825 Burlington Avenue
Downers Grove, IL 60515

1.

| Schedule of Licensed Programs Covered Under this Agreement | Support Services Fee for Initial Term May 1, 2010 - April 30, 2011 |
|---|--|
| Message Switch (101-200 user) | \$ 15,282.80 |
| Mobile Data Browser Client (2 units) | 384.80 |
| Field Incident Reporting (2 units) | 384.80 |
| ISIS Switch | 5,460.00 |
| NaviLine CAD 400 | 11,008.40 |
| NaviLine Crimes Management | 9,490.00 |
| QRep Catalog (C3, CC) | 644.80 |
| QRep Administrator (1) | 312.00 |
| QRep End User (2) | 624.00 |
| Mobile Data Browser Police Client (68 units) | 13,436.80 |
| Mobile Data Browser - Fire Client (15 units) | 2,964.00 |
| Field Reporting Server Software | 5,392.40 |
| Field Incident Reporting (68 units) | 13,436.80 |
| E911 - CAD400 | 1,164.80 |
| CAD400 Redundancy | 4,232.80 |
| Pager Connect - CAD 400 | 780.00 |
| Mugshot Imageware | 1,799.20 |
| QRep End User (2 units) | 624.00 |
| Mobile Data Browser Client - CAD400 (11 units) | 2,173.60 |
| QRep End User (3 units) | 936.00 |
| CAD400 to Firehouse Interface | 3,473.60 |
| Mobile Data Browser (CAD IV or CAD V) (4 units) | 790.40 |
| LGmobile (69 workstations) | 6,790.98 |
| GTG Looking Glass Mobile (2 units) | 245.48 |
| Total | \$ 101,832.46 |

2. **TERM.** The Term of this Agreement shall be as stated above ("Initial Term"). This Agreement can be renewed for successive one (1) year terms through written agreement only and by payment of the then-current annual Support Services Fee. SunGard Public Sector will invoice Customer when the Support Services Fees are due.
3. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to SunGard Public Sector, Customer shall be entitled to receive, and SunGard Public Sector agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:

- 3.1 **Program Fix Service.** Customer shall promptly report to SunGard Public Sector any errors or defects in the Licensed Program's which prevents the Licensed Programs from operating substantially in accordance with their documentation and shall further provide such information as may be required by SunGard Public Sector to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for SunGard Public Sector to investigate reported errors or defects. SunGard Public Sector will address any such replicable errors or defects with an effort commensurate with their severity and will deliver to Customer a remedial release or workaround as it becomes available. In the event the problem Customer reported as an error or defect was in fact not in the Licensed Programs, then Customer shall pay SunGard Public Sector, at SunGard Public Sector's then current list price therefore, for time spent as a result of Customer's report.
 - 3.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, upgrades and updates to the Licensed Programs which are generally made available at no cost by SunGard Public Sector to customers who have purchased Support Services. Customer shall receive one original of any upgrade or update to the Licensed Programs delivered hereunder in electronic form or on media, according to the general form of distribution implemented by SunGard Public Sector. Customer agrees that any upgrades or updates provided by SunGard Public Sector shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting Customer the right to use the Licensed Programs.
 - 3.3 **Telephone Support.** SunGard Public Sector shall make available a toll free telephone support line, twenty-four (24) hours a day, seven (7) days per week, for use by Customer's representatives who shall have received training on the Licensed Programs and who shall be relatively proficient in the operation of the Licensed Programs.
 - 3.4 **Exclusions.** Support Services do not include on-site services nor Licensed Programs that are not at the latest release level or the level immediately prior to the latest release, or for which Customer has not installed all distributed corrective code, or Licensed Programs that have been modified or customized, or that have been damaged by negligence, misuse, use with inappropriate software or equipment or by other external causes.
4. **SUPPORT SERVICES FEES.**
- 4.1 Support Services Fees for the Initial Term hereof are as provided in Paragraph 1, and are due and payable upon execution of this Agreement.
 - 4.2 Support Services Fees for Renewal Terms are due and payable prior to the first day of the Renewal Term, and are subject to change upon each renewal date.
 - 4.3 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.
 - 4.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 7.3 hereof.
5. **WARRANTIES AND REMEDIES.** SunGard Public Sector warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT SunGard Public Sector BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 7 BELOW.
6. **LIMITATION OF LIABILITY.** SunGard Public Sector's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall SunGard Public Sector be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
7. **TERMINATION.** This Agreement may be terminated as follows:
- 7.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
 - 7.2 By SunGard Public Sector, if Customer fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from SunGard Public Sector to Customer of such non-payment setting forth the sum then due and how such sum was determined.

7.3 Except as provided in Paragraph 7.2 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.

7.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, SunGard Public Sector's then-current policy with regard to reinstatement shall apply.

8. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Illinois. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for DuPage County, Illinois for resolution of all disputes in connection with this Agreement.

Binding Agreement. The individual signing this Agreement for Customer warrants that he/she has been duly authorized to bind Customer to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of Customer.

Assignment. This Agreement and the rights, title, and interest herein, may not be assigned or transferred by Customer without the prior written consent of SunGard Public Sector, which consent may be withheld. SunGard Public Sector may assign its rights, title and interest herein by providing prior written notice to Customer.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and permitted assigns of Customer and SunGard Public Sector.

Force Majeure. Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms hereof.

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard Public Sector or persons who have been employed by SunGard Public Sector within the immediate past twenty-four (24) months without prior written consent of SunGard Public Sector.

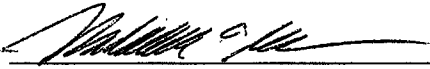
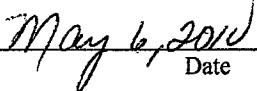
Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Support Services, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement supersedes all previous communications, representations or agreements, either written or oral, between the parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of Customer and of SunGard Public Sector. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by Customer, are of no force or effect.

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

VILLAGE OF DOWNERS GROVE, IL

SUNGARD PUBLIC SECTOR INC.

| | |
|----------------------|--|
| _____ |  |
| Authorized Signature | Authorized Signature Ronald E. Goodrow Exec.VP, SunGard Public Sector Inc |
| _____ | _____ |
| Print Name & Title | Print Name & Title |
| _____ |  |
| Date | Date |

**ADDENDUM A TO AGREEMENT NO. DWNR-100499 BETWEEN
SUNGARD PUBLIC SECTOR INC. AND VILLAGE OF DOWNERS GROVE, IL**

The following terms shall apply to Agreement No. DWNR-100499 (“Support Agreement”) attached hereto between SunGard Public Sector Inc.(“Contractor”) and the Village of Downers Grove, IL (“Village”):

A. USE OF VILLAGE'S NAME

The Contractor 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. Notwithstanding, Contractor reserves the right to include Customer’s name on its complete customer listing.

B. TERM OF CONTRACT

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

C. TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in accordance with Section 7 of the Support Agreement.

D. INSURANCE REQUIREMENTS

Prior to starting the work, Contractor 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 by anyone employed by Contractor, or by anyone for whose acts Contractor 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 |
| Commercial Automobile Liability | \$1,000,000 | Each Accident |
| Professional Errors & Omissions (pursuant to section .9 below) | \$2,000,000 | Each Claim |
| | \$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.

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

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 shall have their respective Comprehensive General Liability (including products/completed operations coverage) policy endorsed to provide a blanket "additional insured" endorsement with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any of Contractor's employees, however caused, related to the performance of operations under the Contract Documents. Such insurance, excluding professional liability, afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

Contractor shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers authorized to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VII. In the event that the Contractor fails to procure or maintain any insurance 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 withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

Contractor's insurance carriers will endeavor to ensure 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. Contractor's insurance agent will endeavor to provide Renewal certificates to the Village not less than five (5) days 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 of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder.

Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor 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 retroactive date shall be prior to the start of the Work under the Contract Documents. Contractor endeavors 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.

E. 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.

F. 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. However, the following will not be considered an "assignment" for purposes of this contract: Contractor's assignment of this contract or of any Contractor's rights under this contract to Contractor's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

L. 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.

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.

M. INDEMNITY AND HOLD HARMLESS

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, judgements, 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 subcontractor, 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 omission of the Contractor, its employees, or its Subcontractors.

| | |
|--|---|
| CONTRACTOR: SunGard Public Sector Inc. 1000 Business Center Drive Lake Mary, FL 32746 800-727-8088 Business Phone 407-304-3355 Fax | Date: <u>May 4, 2010</u> Contact Name (Print) <u>407-304-3235</u> 24-Hour Telephone <u>Thomas V. Huber</u> Signature of Officer, Partner or Sole Proprietor Thomas V. Huber President, SunGard Public Sector Inc Print Name & Title |
| ATTEST: If a Corporation <u>For Smith</u> Signature | |

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.

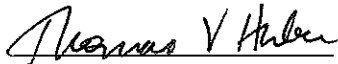
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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. **Thomas V. Huber**
President, SunGard Public Sector Inc


Signature

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