

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
JANUARY 3, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Maintenance of Camera Security Systems at Fire Station #2, Police Station and Parking Deck	✓ Resolution Ordinance Motion Discussion Only	Judy Buttny Finance Director

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a three year agreement and addendum with Advent Systems, Inc. for the camera security system maintenance at Fire Station #2, Police Station and the Parking Deck in the amount of \$34,160 for year one and \$35,304 for years two and three.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY12 budget includes \$34,160 in the General Fund for camera security systems at all three locations.

**RECOMMENDATION**

Approval on the January 3, 2012 consent agenda.

**BACKGROUND**

Advent maintains camera security systems for the Village at Fire Station #2, the Police Station and the Parking Deck. Pursuant to the Village’s Purchasing Policy, in 2008, Advent was recognized as a sole source supplier due to their unique ability as the systems integration firm that designed, built and maintained the above systems. Advent Systems brought together multifaceted components into a complex electrical system and developed custom-made solutions to fit the Village’s particular needs. Consequently, they are in the best position to understand how the system is supposed to work and provide support.

The cost proposal for 2012 contains no increase over the 2011 contract amount. There is a 3.3% increase for Year 2 and no increase for Year 3.

**ATTACHMENTS**

- Resolution
- Addendum
- Quotation

**RESOLUTION NO. \_\_\_\_\_**

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

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

1. That the form and substance of a certain Agreement (the ~~A~~Agreement~~@~~) and Addendum Agreement (the “Addendum”), between the Village of Downers Grove (the ~~A~~Village~~@~~) and Advent Systems, Inc. (“Advent Systems” or “Contractor”), for maintenance of the Parking Deck, Fire Station #2 and Police Station closed circuit television systems, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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

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

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk



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

# Q U O T A T I O N

Date: October 10, 2011

No. 17384-LLR-R1

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

**Project:** Maintenance Agreement  
Parking Garage, Police  
and Fire Departments

Attention: Mr. Steve Sanderson

Email: [ssanderson@downers.us](mailto:ssanderson@downers.us)  
Phone: (630) 434-5523

Prices are for equipment and services as listed only, unless otherwise specified herein. Any alternation or deviation involving extra costs will be executed only upon written order and will become an extra charge over and above this quotation. Because of conditions beyond our control, this quotation is effective only for a period of THIRTY DAYS from the date above. Taxes now in effect or if and when levied on any sale based on this quotation must be added to the price, unless specifically provided for in the quotation. Deliveries are subject to all causes beyond our control, or whatever nature, and also in addition subject to strikes, accidents, and failure of raw material supplies  
**TERMS - THIRTY DAYS NET FROM DATE OF INVOICE.** No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by Advent System, Inc..

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

### Maintenance Agreements

These full service maintenance agreements shall be per the attached service proposal including Scope of Work, Conditions and Equipment Lists.

### **Year One: January 1, 2012 through December 31, 2012**

#### **Parking Garage at 810 Burlington Avenue**

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

#### **Police Department at 825 Burlington Avenue**

Year One Annual Investment..... \$10,280.00

#### **Fire Station #2 at 5420 South Main Street**

Year One Annual Investment..... \$8,280.00

**Total Investment for Year One.....\$34,160.00**

Bi-Annual Investment..... \$17,080.00

# Q U O T A T I O N

Date: October 10, 2011

No. 17384-LLR-R1

## Year Two: January 1, 2013 through December 31, 2013

### Parking Garage at 810 Burlington Avenue

Year Two Annual Investment..... \$16,180.00

### Police Department at 825 Burlington Avenue

Year Two Annual Investment..... \$10,592.00

### Fire Station #2 at 5420 South Main Street

Year Two Annual Investment..... \$8,532.00

**Total Investment for Year Two.....\$35,304.00**

Bi-Annual Investment..... \$17,652.00

## Year Three: January 1, 2014 through December 31, 2014

### Parking Garage at 810 Burlington Avenue

Year Three Annual Investment..... \$16,180.00

### Police Department at 825 Burlington Avenue

Year Three Annual Investment..... \$10,592.00

### Fire Station #2 at 5420 South Main Street

Year Three Annual Investment..... \$8,532.00

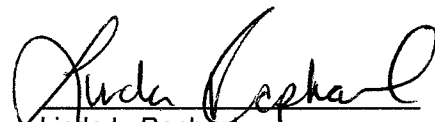
**Total Investment for Year Three.....\$35,304.00**

Bi-Annual Investment..... \$17,652.00

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Linda L. Raphael  
Customer Service & Support  
lraphael@adventsystems.com



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

**Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT  
SCOPE OF WORK**

**This agreement shall cover all the equipment that is shown on the attached Equipment Lists for: Parking Garage at 945 Curtiss  
Police Department at 825 Burlington Avenue  
Fire Station #2 at 5420 South Main Street**

**Service for the Access Control / Alarm Monitoring, Closed-Circuit Television, Intercom and Code Blue Systems will include the following:**

• ***Scheduled Maintenance Visit***

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

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

- Access control panels and associated interface devices
- Digital video recording systems and associated devices
- Cameras with associated lenses
- Intercom masters and substations
- Code Blue emergency duress system and associated interface devices

• ***Software Maintenance***

Performed annually to check and clean up files in order to insure optimum operation.

Software revisions released by Software House, Inc. will be furnished and installed by Advent Systems. These may include new features, system enhancements, new documentation, dial-in diagnostics, and support. Software coverage will include the C•Cure 9000 Series M Access Control software package. This work may be performed in concurrence with the preventative maintenance visits.

Some software revisions may require changes to computer hardware and/or new operating system software to enable the revision to be installed. Computer hardware upgrades and operating system software and installation are not provided under this Agreement and will be performed only upon formal request and shall be billed outside of the scope of this agreement.

**Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT  
SCOPE OF WORK**

- ***Software Maintenance (continued)***

Performed bi-annually to check and clean up files in order to insure optimum operation.

Any and all software revisions and upgrades by Code Blue and Kollector, will be furnished and installed by Advent Systems. This includes new features, system enhancements, new documentation, and support. Software coverage will include the Code Blue and Kollector LAN master software packages.

Viconnet software upgrades released by Vicon Industries, Inc. will be furnished and installed by Advent Systems. These enhancements include upgrades for the Kollector Elite recorders, the ViconNet network video recorders and the ViconNet master workstations including software. These upgrades may include new features, system enhancements, new documentation, dial-in diagnostics, and support.

Virus protection, third party software or network related troubles are the responsibility of the owner and are not included under this agreement. Should the owner's software malfunction due to a computer virus; then these costs are not included under this agreement and will be performed only upon formal request and shall be billed separate from this agreement.

- ***Hardware Repair Service***

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

- ***Instant Loaner***

We maintain a service pool of loaner equipment specifically designed to support our full service plan customers. If our field technicians are not able to repair a piece of faulty equipment at your location, then we will replace it with a loaner (based upon availability), keeping your down time to a minimum. The defective equipment will be repaired by the manufacturer, and returned to your site accordingly.

**Village of Downers Grove  
801 Burlington Avenue  
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**MAINTENANCE AGREEMENT  
ADDITIONAL CONDITIONS**

- ***On-Call Telephone Support***

Includes telephone support during Advent Systems normal working hours.

- ***Emergency Services***

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

- ***Service Calls***

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

- ***Off-Hour Support***

Requests for service and support outside of Advent Systems normal working hours are handled by calling our answering service at (708) 237-6604. The appropriate charges will be incurred as outlined in this section.

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

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

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

**Village of Downers Grove  
801 Burlington Avenue  
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**MAINTENANCE AGREEMENT  
ADDITIONAL CONDITIONS**

- ***Off-Hour Support (continued)***

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

- ***Limitations***

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

- ***Bi-Annual Billing***

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

- ***Cancellation, Early Termination***

Owner may terminate this Agreement at any time during the Term of this Agreement, with or without cause, upon formal written notification to Advent Systems, Inc. by certified or registered mail delivery. Upon cancellation, Owner may have a balance due or may be entitled to a prorated refund for pre-paid services after the effective date of such termination providing proper notification has been made, less any and all costs incurred by Advent Systems, including but not limited to software support costs, labor, material, and repair costs, costs for third party agreements or work in progress.



**Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515**

**MAINTENANCE AGREEMENT  
EQUIPMENT LIST**

**Downers Grove Parking Garage at 945 Curtiss**

**Code Blue Emergency Duress System:**

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

**Digital Recording System:**

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

**Village of Downers Grove  
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**MAINTENANCE AGREEMENT  
EQUIPMENT LIST**

**Police Department at 825 Burlington Avenue**

**Closed-Circuit Television System:**

- 1 - Vicon KE120A-16-900 Kollector Elite 900GB Digital Video Recorder
- 2 - Vicon SVFT-W23-V Pan, Tilt and Zoom Day/Night Dome Cameras with V Option
- 2 - Vicon SVFT-UWM Wall Mounts
- 8 - Vicon V910AV-DN Day/Night IP Dome Cameras
- 6 - Vicon V910AV-PH Pendant Adapters for Dome Cameras
- 2 - Vicon V910AV-CA Fixed IP Dome Cameras
- 2 - Vicon V910-ICD In-Ceiling Mounts
- 1 - Pelco ICS090-CA3.6 Mini Dome Cameras
- 6 - Vicon SVFTWM Wall Mounts
- 1 - 19" Flat Panel Monitor
- 2 - Vicon S28WPS-1 28 VAC Camera Power Supplies
- 10- Vicon S24PS 24 VAC Camera Power Supplies
- 1 - Vicon V7525-UPS Uninterruptible Power Supply
- 1 - Vicon VN1000 Viconet Software with Master Nucleus Configuration

**Village of Downers Grove  
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**MAINTENANCE AGREEMENT  
EQUIPMENT LIST**

**Fire Station #2 at 5420 South Main Street**

**Access Control System:**

- 1 - Software House C•Cure 9000 Model M Software S/N: 9-10241
- 1 - Software House iSTAR Sixteen Reader Access Control Panel
- 1 - Software House iSTAR Eight Reader Access Control Panel
- 2 - Software House apS Power Supplies
- 1 - Software House Eight Position Input Board
- 19 - HID 140-350 Black Wall Switch Readers
- 4 - HID 5365 Mullion Readers
- 8 - Sentrol 2207A Overhead Door Contacts
- 22 - Sentrol 1076W Flush Mounted Door Contacts
- 23 - Bosch DS-160i Request to Exit Motion Sensors
- 2 - Altronix AL600ULX Lock Power Supplies
- 5 - Altronix PD8 Fused Output Boards

**Closed-Circuit Television System:**

- 5 - Vicon VN1000V4 Workstation Software
- 5 - Vicon VE-1000-I Workstation Software Enhancements
- 1 - Vicon VE-NVR-I Workstation Software Enhancements
- 1 - Vicon VN-NVR-1000V4-R Network Video Recorder
- 1 - Vicon VM-619LCD 19" LCD Monitor
- 7 - Vicon V910A-IP4 IP Cameras
- 4 - Vicon V910-W3312-DNV4 Outdoor IP Cameras
- 1 - Vicon V725-UPS Uninterruptable Power Supply
- 1 - Wareforce Mini Keyboard
- 1 - Pelco MSC16-20 Camera Power Supply
- 4 - ADI DK-MRJ45C5E Surge Protectors
- 2 - Wareforce KVM Switches

**Village of Downers Grove  
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**MAINTENANCE AGREEMENT  
EQUIPMENT LIST**

**Fire Station #2 at 5420 South Main Street**

**Intercom System:**

- 4 - Aiphone LEF10 Ten Station Intercom Masters
- 7 - Aiphone LED Intercom Substations
- 1 - Aiphone PS1225UL Power Supply
- 4 - Aiphone RY-PA Relays

**Notes:**

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

This maintenance agreement will cover support and upgrades for the Vicon Kollektor, master nucleus and IP cameras.

Personal computers, electric locks or strikes are not covered under this maintenance agreement.

**ADDENDUM TO AGREEMENT BETWEEN ADVENT SYSTEMS, INC.  
AND THE VILLAGE OF DOWNERS GROVE**

The following terms shall apply to the Agreement dated October 10, 2011 (Quotation Number 17384-LLR-R1) between Advent Systems, Inc. ("Contractor") and the Village of Downers Grove ("Village"):

**A. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

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

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

**B. COPYRIGHT/PATENT INFRINGEMENT**

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

**C. CAMPAIGN DISCLOSURE**

Contractor shall execute the Campaign Disclosure Certificate, attached hereto as Exhibit A.

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 Agreement, Contractor 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.

**D. 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.

**E. 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.

**F. 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.

**G. 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.

#### **H. 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.

#### **I. EQUAL EMPLOYMENT OPPORTUNITY**

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

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take

appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the

Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

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

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

Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.

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

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

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

**K. INDEMNITY AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all

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

**L. RELATIONSHIP BETWEEN THE CONSULTANT AND THE VILLAGE**

The relationship between the Village and the Consultant 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.

**M. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

**N. COOPERATION WITH FOIA COMPLIANCE**

Consultant agrees to cooperate with the Village if any public records in possession of the Consultant are required to be released pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.).

**CONTRACTOR:**

Advent Systems, Inc.

Company Name

435 West Fullerton Avenue

Street Address of Company

Elmhurst, IL 60126-1404

City, State, Zip

630-279-7171

Business Phone

630-279-7676

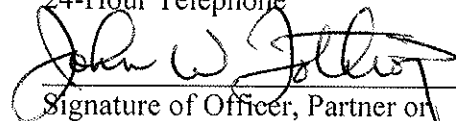
Fax

Date: December 20, 2011

Lraphael@adventsystems.com  
Email Address

Linda Raphael  
Contact Name (Print)

630-279-7171  
24-Hour Telephone

  
Signature of Officer, Partner or  
Sole Proprietor

John W. Lothrop, Vice President  
Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

**EXHIBIT A CAMPAIGN DISCLOSURE CERTIFICATE**

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

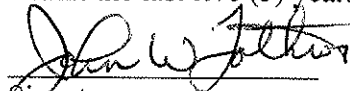
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
Signature

John W. Lothrop  
Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**CONTRACTOR:**

Advent Systems, Inc.

Company Name

435 West Fullerton Avenue

Street Address of Company

Elmhurst, IL 60126-1404

City, State, Zip

630-279-7171

Business Phone

630-279-7676


Fax

Date: December 20, 2011

Lraphael@adventsystems.com  
Email Address

Linda Raphael  
Contact Name (Print)

630-279-7171  
24-Hour Telephone

  
Signature of Officer, Partner or  
Sole Proprietor

John W. Lothrop, Vice President  
Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date