

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
11/10/2015

SUBJECT:	SUBMITTED BY:
Purchase of Livescan Biometric Fingerprint Machine	William Budds Acting Chief of Police

SYNOPSIS

A resolution has been prepared to authorize the purchase of a Livescan/Mugshot system from I-Touch Biometrics, 1225 East Golf Road, Schaumburg, IL for a cost of \$22,960.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

The FY15 budget includes \$19,591 in the General Fund for annual maintenance for the existing system, which is being phased out by the manufacturer. The Village will not pay the maintenance fee this year; the funding will be used to purchase the new system, which includes three years of maintenance.

RECOMMENDATION

Approval on the November 10, 2015 consent agenda.

BACKGROUND

This system is used by the Police Department to record arrest and booking information. This system interface will allow for booking or arrest information to be uploaded instantaneously into the countywide police records management system. The Village sought quotes from the two systems that will be supported by the new county records management system: MorphoTrak (Anaheim, CA) and iTouch. iTouch provided the lower quote.

ATTACHMENTS

Resolution
 Contract

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND iTOUCH BIOMETRICS**

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"), between the Village of Downers Grove (the "Village") and iTouch Biometrics (the "Provider"), for Livescan/mugshot software support and maintenance services, as set forth in the form of the Agreement 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, 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.

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

AGREEMENT

This Agreement is made this 28 day of October 2015 by and between iTouch Biometrics ("Provider") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Provider to provide equipment and software support and maintenance services for a Livescan/mugshot system; and

WHEREAS, the Provider is willing to provide the equipment and perform the services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

The Scope of Services is set forth in the Scope and Quote dated October 22, 2015, which are both attached hereto and incorporated herein by reference as Group Exhibit B.

II. Term of Agreement

The term of this Agreement shall be for three (3) years beginning on the date of approval by the Village Council and ending three (3) years thereafter unless terminated sooner in accordance with provisions in this Agreement.

III. Compensation

A. Basic Fees:

Fees for the equipment and services shall not exceed Twenty-two Thousand Nine Hundred Sixty Dollars and No cents (\$22,960.00). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. Provider Invoices:

The Provider shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

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 Provider within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Provider 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 Provider 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.

IV. General Terms and Conditions

A. Relationship Between the Provider and the Village

The relationship between the Village and the Provider 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.

B. Equal Employment Opportunity

In the event of the Provider'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 Provider 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 Agreement, the Provider agrees as follows:

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, 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.
2. That, if it hires additional employees in order to perform this Agreement 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.
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 service.

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 Provider'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 Provider in its efforts to comply with such Act and Rules and Regulations, the Provider will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
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.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

C. Sexual Harassment

Provider, as a party to a public contract, has a written sexual harassment policy so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Provider or supplier's internal complaint process including penalties;
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;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

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

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 grantee's or Provider'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: abide by the terms of the statement; and 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.

2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or Provider'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.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
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.
6. 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. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Non-Discrimination

Provider and its employees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Provider shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

The Provider 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 Provider further represents and warrants to the Village that the Provider 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 Provider hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

Provider acknowledges that the Freedom of Information Act may apply to public records in possession of the Provider. Provider shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Provider 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 Provider that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by Provider 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.

If the Provider fails to meet the foregoing standard, Provider will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Provider's failure to comply with the above

standard and reported to Provider within one (1) year from the completion of Provider's services for the Project.

V. Insurance and Indemnification of the Village

A. Insurance

The Provider shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Provider from the types of claims set forth below which may arise out of or result from the Provider's operations under this Contract and for which the Provider may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Provider's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Provider's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Provider, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Provider or failure to properly perform services under the scope of the agreement between the Provider and the Village.

The Provider shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Provider shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

B. Indemnification

The Provider will indemnify and hold harmless the Village and its officers, employees

and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Provider under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. This provision shall survive termination of this Agreement.

VI. Miscellaneous Provisions

A. Termination

In the event of the Provider's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Provider. The Village will pay the Provider's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Provider will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

B. 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.

C. Successors and Assigns

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.

D. Waiver of Contract Breach

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.

E. Amendment

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

F. Severability of Invalid Provisions

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.

G. Assignment

The Provider will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Provider from its obligations or change the terms of this Agreement.

H. Notice

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 designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

iTouch Biometrics
1225 E. Golf Road
Suite A
Schaumburg, IL 60173

I. Village Ordinances

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

J. Use of Village's Name

The Provider 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

iTouch Biometrics

By: _____


Village of Downers Grove

By: _____

Title: President

Title: _____

Date: 10/23/2015

Date: _____

**Exhibit A
Campaign Disclosure Certificate**

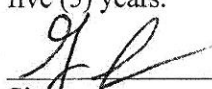
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 this Agreement, Provider 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:

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



Signature



Print Name

Provider 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

Scope – Livescan/Mugshot System

10-Print & Palm Print Livescan device:

500 ppi FBI Appendix F certified

Appendix P certified (major case)

Illinois Criminal Justice Application Software configured for IL and FBI records.

Illinois Civil Application Software configured for IL and FBI records.

Mugshot camera and Type 10 Mugshot/Photo capture software

Desktop computer with 22" touchscreen monitor

FBI certified printer and print client

Ruggedized Booking Cabinet

Conversion of existing mug shot data from IWS system

Print card format for local ordinance violations that are not reported to the State of IL

Freedom of Information Act Arrest Log report mandated by the State of IL

Regular updates to system of changes/additions/deletions to IL statutes

On site installation and training (train the trainer)

Warranty Period

1st, 2nd and 3rd year maintenance costs for hardware, software and upgrades



1225 East Golf Road, Suite A
Schaumburg, IL 60173
(847) 706-6789
www.iTouchBiometrics.com

QUOTE

Quote Number
Date November 4, 2015

EXPIRATION DATE: December 31st, 2015

State of Illinois Contract Pricing Live Scan Purchase PBC83900 Illinois State Police

TO: Deputy Chief Kurt Bluder
Downers Grove P.D.
825 Burlington Ave
Downers Grove, IL 60515
Phone: (630) 434-5600
Email: kbluder@downers.us

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Gerry Bornhofen		Ground			Net 30	
Line	QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL	
1	1	10-Print & Palm Print	10-Print & Palm Print Livescan device: 500 ppi FBI Appendix F Certified & Appendix P certified (Major Case) Livescan Device. 1st Year warranty included.	\$ 15,000.00	\$ 15,000.00	
2	1	IL Criminal Justice Applications	Software: Illinois Criminal Justice Applications. <u>iTouch Accurate-ID Live Scan Software</u> : Configured for IL & FBI records. This software captures demographics information and livescan management of the device. 1st year support included.	Inc.	Inc.	
3	1	IL Civil Applications	Software: Illinois Civil Applications. <u>iTouch Accurate-ID Live Scan Software</u> : Configured for IL & FBI records. This software captures demographics information and livescan management of the device. 1st year support included.	Inc.	Inc.	
4	1	Photo	Logitech HD Camera and Type 10 Mugshot/Photo Capture Software.	Inc.	Inc.	
5	1	Computer	Desktop Computer with 22" Touch Screen Monitor	Inc.	Inc.	
6	1	Print	FBI Certified Printer and Print Client	Inc.	Inc.	
7	1	Booking Cabinet	Ruggedized Booking Cabinet	Inc.	Inc.	
8	1	Migrate Pic Link	Conversion of existing mug shot data from IWS system. Migrate & Merge Current IWS Database with New Accurate-ID Database. Scripts & Professional Services.	\$ 3,500.00	\$ 3,500.00	
9	1	FOIA	DOWNERS GROVE PD FOIA Report to include: NAME, AGE, ADDRESS, ARREST DATE & TIME, LOCATION OF ARREST, RELEASED OR TRANSPORTED?, BOND AMOUNT, DATE & TIME OF RELEASE, CHARGES. The arrest log is for ADULT arrests only. Custom Development.	\$ 500.00	\$ 500.00	
10	1	INST	On-Site Installation and Training.	Inc.	Inc.	
11	1	Warranty	1st Year Warranty including Software Support and Maintenance.	Inc.	Inc.	
1.1	2	EXTENDED WARR	2nd and 3rd year extended warranty on scanner and software support including upgrades.	\$ 1,980.00	\$ 3,960.00	
					SUBTOTAL	\$ 22,960.00

Quotation prepared by: Gerry Bornhofen 847-706-6789

SUBTOTAL \$ 22,960.00
SALES TAX

This is a quotation on the goods named, subject to the conditions noted below:

TOTAL \$ 22,960.00

To accept this quotation, sign here and return
