

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
11/16/2021

SUBJECT:	SUBMITTED BY:
Maintenance of Security Systems at Fire Station #2, Police Station and Parking Deck	Dave Kenny Director, Information Technology

SYNOPSIS

A resolution has been prepared authorizing the execution of a one year agreement and addendum with Allied Universal Technology Services (formerly Advent Systems, Inc.) of Elmhurst, IL for the security systems maintenance at Fire Station #2 (access control, security camera system, intercom), the Police Station (security camera system) and the Parking Deck (security cameras, duress system) in the amount of \$34,596.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The Proposed FY22 Budget includes \$35,500 for this renewal:

- \$17,500 in the General Fund
- \$18,000 in the Parking Fund

RECOMMENDATION

Approval on the November 16, 2021 consent agenda.

BACKGROUND

Allied Universal Technology Services maintains security systems (cameras, recorders, access control, duress system) for the Village at Fire Station #2, the Police Station and the Parking Deck.

Pursuant to the Village's Purchasing Policy, in 2008, Allied Universal Technology Services (formerly Advent Systems, Inc.) was recognized as a sole source supplier due to their ability to design and integrate the security systems. Allied Universal Technology Services brought together multifaceted components into a complex electrical system and developed custom-made solutions to fit the Village's particular needs. Consequently, they are in the best position to understand how the system is supposed to work and provide support.

ATTACHMENTS

Resolution
Contract Documents

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF
AN AGREEMENT AND ADDENDUM
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
ALLIED UNIVERSAL TECHNOLOGY SERVICES**

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 an Agreement and Addendum (the "Agreement"), between the Village of Downers Grove ("Village") and Allied Universal Technology Services ("Allied"), for security system 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

Allied Universal® Technology Services
435 W Fullerton Ave
Elmhurst, IL 60126-
Phone: (630) 279-7171
www.aus.com



Maintenance Agreement 1/1/22 to 12/31/22

Statement of Work

Place of Performance

Village of Downers Grove
825 Burlington Avenue
Downers Grove, IL 60515

Primary Point of Contact

William Budds
Village of Downers Grove
+1 (630) 434-4783
Wbudds@Downers.us

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, Video Surveillance, 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 system panels and associated interface devices
- Cameras including lenses
- Intercom master and substations
- Code Blue emergency duress system and associated interface devices

Software Maintenance

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

Software revisions released by Software House, Inc. will be furnished and installed by Allied Universal. 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.

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 and will be new or refurbished by manufacture. Replaced parts become the property of Allied Universal upon exchange. Substitute replacement parts will be used only

Allied Universal® Technology Services
435 W Fullerton Ave
Elmhurst, IL 60126-
Phone: (630) 279-7171
www.aus.com



after receiving approval from owner. Should damage to components or system be due to neglect or abuse, the service call rate shall apply to the repair of said items as listed in Exhibit A.

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) at no charge, keeping your down time to a minimum. The defective equipment will be repaired by the manufacturer and returned to your site accordingly. All freight charges are paid by Allied Universal.

On-Call Telephone Support

Includes telephone support during Allied Universals normal working hours, as defined below. Telephone support can be obtained by calling our Service Department directly at 630-532-5260.

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 must be placed by the owner via telephone or email. Allied Universals service phone numbers are 630-532-5260 or 630-279-7171. Our service email address is: AUTS-ChicagoService@aus.com.

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 as listed in Exhibit A.

Off-Hour Support

Requests for service and support outside of Allied Universals normal working hours are handled by calling our answering service at 708-237-6604. The appropriate charges will be incurred as outlined in Exhibit A.

Holidays are New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

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 workday on site.

Limitations

Allied Universal 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 Allied Universal, including but not limited to strikes, floods, accidents, wars, insurrections, riots, other acts of God, errors or defects in data, any materials supplied to Allied Universal by owner, delays of supplies or actions of owner, except when due to the negligence or willful misconduct of Allied Universal, its employees or agents.

Semi-Annual Billing

Payment for these services will be invoiced semi-annually, in advance. Any invoices outside the scope of this Agreement will be billed within fourteen (14) business days. Payments are thirty (30) days net from receipt of invoice.

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 Allied Universal by certified or registered mail delivery. Upon cancellation,

Allied Universal® Technology Services
 435 W Fullerton Ave
 Elmhurst, IL 60126-
 Phone: (630) 279-7171
www.aus.com



owner may have a balance due or will be entitled to a prorated refund for pre-paid services after the effective date of such termination providing proper notification has been made, less all costs Incurred by Allied Universal, including but not limited to software support costs, labor, material, and repair costs, costs for third party agreements or work in progress. Such prorated refunds will be paid within ten (10) working days of the termination effective date.

Exhibit A

<u>Service Type</u>	<u>Service Time</u>	<u>Billing Structure</u>
Pricing - Equipment Included under Contract	Normal Working Hours	Included
	4:30 p.m. - 8:00 a.m. Weekdays & 8:00 a.m. - 4:30 p.m. Saturday	\$60.00 per hour, minimum of 4 hours. Travel time is included.
	4:30 p.m. Saturday - 8:00 a.m. Monday	\$120.00 per hour, minimum of 4 hours. Travel time is included.
	Holidays	\$120.00 per hour, minimum of 4 hours. Travel time is included.
Pricing - Equipment Not Included under Contract	Normal Working Hours	\$120.00 per hour, minimum of 2 hours. Travel time is included.
	4:30 p.m. - 8:00 a.m. Weekdays & 8:00 a.m. - 4:30 p.m. Saturday	\$180.00 per hour, minimum of 4 hours. Travel time is included.
	4:30 p.m. Saturday - 8:00 a.m. Monday	\$240.00 per hour, minimum of 4 hours. Travel time is included.
	Holidays	\$240.00 per hour, minimum of 4 hours. Travel time is included.

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

Allied Universal® Technology Services
435 W Fullerton Ave
Elmhurst, IL 60126-
Phone: (630) 279-7171
www.aus.com

**Digital Recording System:**

- 1 - 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

Police Department at 825 Burlington Avenue**Video Surveillance System:**

- 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 Camera
- 6 - Vicon SVFTWM Wall Mounts
- 1 - Clinton VX50B Vandal Resistant Dome Camera
- 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 16 Channel Digital Video Encoder

Equipment Covered on a Time and Material Basis:

- 1 - Vicon VN1000 Viconet Software with Master Nucleus Configuration
- 1 - Vicon Viconet Nucleus/Web Server Software
- 1 - Vicon 6TB Network Video Recorder

Fire Station #2 at 5420 South Main Street**Access Control System:**

- 1 - Software House C•Cure 9000 Model M Software S/N: 9-10241 Version 2.6
- 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

Intercom System:

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

Allied Universal® Technology Services
435 W Fullerton Ave
Elmhurst, IL 60126-
Phone: (630) 279-7171
www.aus.com

**Video Surveillance 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

Equipment Covered on a Time and Material Basis:

- 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

Not included under this maintenance agreement:

- Servers, workstations, or badging printers
- Network switches or network related issues
- Wire and telephone lines
- Electric locks/strikes or mag locks
- Software upgrades for the Viconnet system

**Maintenance Agreement 1/1/22 to 12/31/22****Customer Number:** 1061275**Village of Downers Grove**

825 Burlington Avenue

Downers Grove, IL 60515

Contact: William Budds**Phone:** +1 (630) 434-4783**Email:** Wbudds@Downers.Us**Proposal No.:** 49785-1-0**Date:** November 3, 2021**Your Reference:****Valid To:** 12/31/2021**Payment Terms:** TBD**Quoted By:** Linda Raphael**Phone:** 630-532-5235**Email:** linda.raaphael@aus.com**Fire Station #2 at 5420 South Main Street****Annual Amount** **\$8,088.00****Police Department at 825 Burlington Ave.****Annual Amount** **\$9,576.00****Parking Garage at 945 Curtiss****Annual Amount** **\$16,932.00****Investment Summary****Total Proposal Amount** **\$34,596.00****Semi-Annual Amount** **\$17,298.00****By:** *Linda Raphael*

Sales Representative Signature

By:

Client Signature

By: Linda Raphael

Sales Representative Printed Name

By:

Client Printed Name

Date: November 3, 2021**Date:****Approved:**Authorized Representative Signature
Allied Universal® Technology ServicesAuthorized Representative Signature
Village of Downers Grove**Billing Information**

Street Address	
City	
State	
Zip Code	
Contact Name	
Contact Phone	
Contact Email	
Invoice Delivery Method (email, portal, mail, other)	
PO #	

Village of Downers Grove

**ADDENDUM TO MAINTENANCE AGREEMENT BETWEEN
ADVENT SYSTEMS LLC dba ALLIED UNIVERSAL TECHNOLOGY SERVICES
AND THE VILLAGE OF DOWNERS GROVE**

The following terms and conditions shall apply to the Agreement dated 11/10, 2021 by and between Advent Systems LLC dba Allied Universal Technology Services (“Allied”) and the Village of Downers Grove (“Village”):

1. INSURANCE REQUIREMENTS

Prior to starting the work, ALLIED 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 ALLIED 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	\$1,000,000	Each Claim
(pursuant to section .9 below)	\$1,000,000	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”.

Village of Downers Grove

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.

ALLIED and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), 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 ALLIED 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***.

ALLIED 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 ALLIED or any Subcontractor 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 ALLIED 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) 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 ALLIED or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the ALLIED 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, ALLIED or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 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

Village of Downers Grove

Documents. ALLIED 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 ALLIED shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

2. COPYRIGHT/PATENT INFRINGEMENT

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

3. CAMPAIGN DISCLOSURE

Any vendor who enters into a contract with the Village of Downers Grove shall be required to submit 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 Agreement, ALLIED 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.

4. SUBLETTING OF CONTRACT

This Agreement shall not be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve ALLIED from their obligation or change the terms of the contract.

5. 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 ALLIED within 60 days of

Village of Downers Grove

receipt of a proper bill or invoice. If payment is not issued to ALLIED 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 ALLIED 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.

6. PATRIOT ACT COMPLIANCE

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

7. NONDISCRIMINATION

ALLIED 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 signing this Agreement, ALLIED certifies that it is an "equal opportunity employer" as defined by Section 900(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11247 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 7.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Agreement.

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. ALLIED shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 900 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-

Village of Downers Grove

101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

8. **SEXUAL HARASSMENT POLICY**

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

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

9. **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of ALLIED'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"), ALLIED 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, ALLIED 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 ALLIED's obligations under the Illinois Human Rights Act and the Department's Rules and

Village of Downers Grove

Regulations. If any such labor organization or representative fails or refuses to cooperate with ALLIED in its efforts to comply with such Act and Rules and Regulations, ALLIED 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, ALLIED 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, ALLIED 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.

10. DRUG FREE WORK PLACE

ALLIED, 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 ALLIED'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 ALLIED'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

Village of Downers Grove

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.

11. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

12. RELATIONSHIP BETWEEN ALLIED AND THE VILLAGE

The relationship between the Village and ALLIED 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.

13. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions.

14. COOPERATION WITH FOIA COMPLIANCE

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

Advent Systems LLC. Dba ALLIED UNIVERSAL TECHNOLOGY SERVICES:

Signature of Corporation Secretary

Date

Village of Downers Grove

Campaign Disclosure Certificate

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

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, ALLIED 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.

Michael A Schwarz
Signature

Michael A Schwarz
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