Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Upgrades to Conference Rooms AV Equipment
Submitted By	Mike Baker, Deputy Village Manager

Synopsis

A resolution has been prepared approving a contract with Conference Technologies Incorporated (CTI) to upgrade AV systems in the amount of $14,241.28.

Strategic Plan Alignment

The Goals for 2025 to 2027 include *Exceptional Municipal Services*.

Fiscal Impact

The Fiscal Year 2026 Major Buildings Fund includes funding for this project.

Recommendation

Approval on the December 1, 2026 Consent Agenda.

Background

Village staff has reviewed the performance of the audio-video (AV) systems in the Civic Center and determined that upgrades to systems in two conference rooms are required. A proposal was requested from Conference Technologies Incorporated (CTI), the vendor that installed the current system and is most familiar with the AV systems throughout the building.

This vendor has performed work in other areas, including enhancements to the Police Major Case Room and Council Chambers, in addition to maintenance agreement services. The work completed to date, which totals $44,030.85, falls within the Manager's spending authority. The proposed contract results in cumulative expenses in the amount of $58,272.13 for this vendor, which exceeds the Manager's spending authority.

Attachments

Resolution

Agreement

Proposal

Resolution No.

A Resolution Authorizing Execution of an Agreement Between the Village of Downers Grove and Conference Technologies, Inc.

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

SECTION 1. That the form and substance of a certain Agreement (the "Agreement") between the Village of Downers Grove (the "Village") and Conference Technologies, Inc. (the "Provider") for audio/visual technical support and engineering services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 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.

SECTION 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 Amendment.

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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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

_____

By: Mayor

Passed:

Published:

Attest:

_____

By: Village Clerk

AGREEMENT

This Agreement is made this _____ day of _____, 2026 ("Effective Date') by and between Conference Technologies, Inc. ("Contractor"), and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 850 Curtiss St., Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Contractor to provide certain audio/visual technical support and engineering services, the scope of which is described in more detail on the proposal identifiable by Proposal Number: J26140383 ("Proposal"), attached hereto as Appendix A and incorporated herein by reference ("Services"); and

WHEREAS, the Contractor is willing to 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

See the Proposal, attached hereto as Appendix A and incorporated herein by reference ("Proposal"). If there are any conflicts or ambiguities in the interpretation of the provisions of this Agreement, and the Proposal, the conflicts or ambiguities shall be resolved in favor of this Agreement.

II. Term of Agreement

This Agreement shall be effective as of the Effective Date and shall terminate upon Contractor's completion of the Services to the complete satisfaction of the Village.

III. Compensation

A. Basic Fees:

Fees for the work completed by Contractor pursuant to this Agreement shall be as set forth in the Proposal Any additional work performed that will increase the Agreement price in excess of this amount must be approved in writing by both parties.

B. Contractor Invoices:

The Contractor 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), 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 Village within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Village 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.

IV. General Terms and Conditions

A. Relationship Between the Village and Contractor

The relationship between the Village and the Contractor 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 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 Agreement, the Contractor 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 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.

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.

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

C. Sexual Harassment

Contractor, as a party to a public contract, has a project specific written sexual harassment policy amended 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 Contractor 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

Contractor, 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 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: 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 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.

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

Contractor, its employees and sub-contractors, 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 Contractor 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 Contractor shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. 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.

H. Cooperation with FOIA Compliance

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor. Contractor 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 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.

J. Standard of Care

Services performed by Village 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 that is contrary to this condition is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

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

V. Insurance and Indemnification of the Village

A. Insurance

The Contractor 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 Contractor from the types of claims set forth below which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor 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 Contractor's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Contractor'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 Contractor, 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 Contractor or failure to properly perform services under the scope of the agreement between the Contractor and the Village.

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

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

B. Indemnification

The Contractor will indemnify and hold harmless the Village and its officers, officials, 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 Contractor under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

VI. Tax Exemption

No sales or use tax for the purchase of goods or services in connection with the Services shall be charged to the Village. The Village is exempt from Illinois sales or use tax for the purchase of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to Contractor upon request.

VII. Miscellaneous Provisions

A. Termination

In the event of the Contractor'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 Contractor. The Village will pay the Contractor's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Contractor 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 Contractor 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 Contractor 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
850 Curtiss St.
Downers Grove, IL 60515

Conference Technologies, Inc.
1501 Ardmore Ave.
Itasca, IL 60143

I. Village Ordinances

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

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

Conference Technologies, Inc.

By: D~B

Title: CFO

Date: 10/12/2026

Village of Downers Grove

By:

Title: VILLAGE MANAGER

Date: 10/12/26

3/mw/contracts/professionalservices/CTIAgreement10.6.26

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, 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.

Under penalty of perjury, I declare:

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

D B
Signature

Dan Bunyard, CFO
Print Name

☐ Contractor 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

Appendix A
Proposal

PROPOSAL

Downers Grove Civic Center

Downers Grove Civic Center 120 and 240 upgrades

Date
Tuesday, October 13, 2026

Prepared by
Mark Foehring
Design Consultant

Scope of Work

Proposal Number: J26140383
Proposal Date: 10/13/2026

Prepared for: Downers Grove Civic Center

Attn: Douglas Kozlowski

Phone: (630) 434-5550

Email: dkozlowski@downers.us

Prepared by: Mark Foehring

Phone: 872-240-9412

Email: mark.foehring@cti.com

Bill to:
Downers Grove Civic Center
850 CURTISS ST
VILLAGE OF DOWNERS GROVE
DOWNERS GROVE, IL 60515-4761

Ship to:
Downers Grove Civic Center
850 CURTISS ST
VILLAGE OF DOWNERS GROVE
DOWNERS GROVE, IL 60515-4761

We propose to install the owner furnished equipment and materials necessary to upgrade the AV systems in Rooms 120 and 244. These upgrades are needed to improve operational reliability and consistency in the rooms.

The existing Atlona switcher and twisted-pair extenders in each room will be replaced with owner furnished Extron equipment. The control panel in each room will be reprogrammed for the new equipment.

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary – Rooms 120 and 244

Description	Price
Implementation Services- Engineering, Installation, Programming, Commissioning, Training, Project Management	$14,241.28
Subtotal	$14,241.28
Tax	$0.00
Grand Total	**$14,241.28**

Down Payment Requirements

Down payment of 60% required to initiate order.

Bill of Materials – Owner Furnished Equipment

Manufacturer	P/N	Description	Qty
Extron	42-361-01	UCS 504	2
Extron	60-1870-12	DA2 HD 8K AE, De-Embedder	2
Extron	60-1902-53	DTP3 T 101 D White	2
Extron	60-1869-63	DTP3 R 201	2

Standard Disclaimer

CTI provides for twelve (12) months of **CTI Complete** on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee. All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restock fees may apply. This proposal is valid for fourteen (14) days.

Taxes and Tariffs

Downers Grove Civic Center is responsible for all applicable taxes, including but not limited to sales tax, value-added tax (VAT), and goods and services tax (GST), as well as any import duties, tariffs, and customs fees imposed by the destination location. These charges are not included in the product price or freight and must be paid by Downers Grove Civic Center. The Seller will provide all necessary documentation for customs clearance, and both parties agree to comply with all relevant laws and regulations regarding these charges.

Installation Description and Requirements

Provided by CTI: If installation is purchased, CTI will install all A/V components. CTI will also perform all programming, alignments, and end-user training. CTI will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in CTI Scope of Work.

Statement

This system proposal is the property of CTI and is delivered with the sole intent of being viewed by management of Downers Grove Civic Center for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor, or CTI competitor without the written consent of CTI. Any effort to do so will be considered a violation of copyright law.

Next Steps

1. Upon Notice to Proceed, CTI will begin executing the project plan with an internal handoff of the project to our operations team.

2. If you have questions about the process as we move forward, please contact me at mark.foehring@cti.com or 872-240-9412.

3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Total
J26140383 - $14,241.28

Customer Signature

DAVID FIELDMAN
Printed Name

VILLAGE MANAGER
Title

10/13/26
Date

Mark Foehring
CTI Signature

Mark Foehring
Printed Name

Design Consultant
Title

10/13/26
Date