

CONTRACT NO. 1855-17433

PURCHASE ORDER No.: 70000072469

Cook County Domestic Violence Courthouse Emergency C-Cure System Repair

for the

Department of Facilities Maintenance

SECTION I

SPECIFICATIONS

1. Overview:

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's quote (See Attachment A) to provide repairs/upgrade to the C-Cure security system at the Domestic Violence Courthouse.

Scope of Work: The Contractor has been selected to perform the emergency repair which consists of furnishing all labor, materials and equipment required to repair the C-Cure security system located at the Domestic Violence Courthouse, 555 W. Harrison, Chicago, Illinois 60607.

2. Contract Value: \$78,335.00

*Any contingency fee to be pre-approved

3. Vendor Information:

Advent Systems, Inc.
435 West Fullerton Ave.
Elmhurst, IL 60126

Contact Person: John Skwirbies
Phone: 630-279-7171
E-mail: johns@adventsystems.com

SECTION II

GENERAL CONDITIONS

GC-01 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-02 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-03 PAYMENT TO CONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

GC-04 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-05 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-06 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

GC-06: AUDIT: EXAMINATION OF RECORDS (continued)

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-07: GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-08: COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Office of the Chief Procurement Officer

Advent Systems, Inc.



30 May 2018



5/30/18

Shannon E. Andrews, Chief Procurement Officer

Date

Authorized Signature

Date

Printed Name: Michael Schwarz

ATTACHMENT A



435 West Fullerton Ave
 Elmhurst, IL 60126-1404
 Office # (630) 279-7171
 Fax # (630) 279-7676
 www.AdventSystems.com

QUOTATION

May 25, 2018

AS79804

To: Cook County Domestic Violence Courthouse
 118 N Clark Street
 Chicago, Illinois 60602

Project: Cook County Domestic Violence
 Courthouse CCure 9000

Attn: Danuta Rusin

Phone: (312) 603-3948

Email: danuta.rusin@cookcountyl.gov

Prices are for equipment and services as listed only, unless otherwise specified herein. Any alteration or deviation involving extra costs will be executed only upon written order and will become an extra charge over and above this quotation. Because of conditions beyond our control, this quotation is effective only for a period of THIRTY DAYS from the date above. Taxes now in effect or if and when levied on any sale based on this quotation must be added to the price, unless specifically provided for in the quotation. Deliveries are subject to all causes beyond our control, or whatever nature, and also in addition subject to strikes, accidents, and failure of raw material supplies.

TERMS - THIRTY DAYS NET FROM DATE OF INVOICE. ALL QUOTATIONS IN U.S. DOLLARS UNLESS OTHERWISE NOTED. No cash discounts for prepayment. Any order based on this quotation shall be subject to approval and acceptance by Advent Systems, Inc.

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

CCure 800 Upgrade to CCure 9000

Qty	Description	Material (each)	Price
1	Server for CCure Model P	\$4,500.00	\$4,500.00
2	Client Workstations	\$2,500.00	\$5,000.00
1	CCure 9000 Model Series P	\$5,850.00	\$5,850.00
1	CCure 9000 Pelco License	\$1,400.00	\$1,400.00
1	SWH Bi directional interface	\$2,150.00	\$2,150.00
1	CCure 9000 Stentofone License	\$1,400.00	\$1,400.00
18	Software House apC/8X Firmware	\$140.00	\$2,520.00
1	Videology 1/3" USB Color Camera with LED Flash	\$750.00	\$750.00
1	Fargo Single Sided Video Badge Printer (DTC4500e)	\$2,535.00	\$2,535.00
1	Four Color Ribbons (500/Roll)	\$250.00	\$250.00
1	Fargo Cleaning Kit	\$45.00	\$45.00
1	Field Startup/Testing	\$0.00	\$0.00
Subtotal			\$26,400.00
Tax			\$0.00
Warranty			\$1,750.00
Freight			\$495.00
Labor			\$16,650.00
Engineering			\$8,675.00
Drafting			\$800.00
Software			\$23,565.00
Total Investment			\$78,335.00

Qualifications

- Conduit, Conduit whips, conduit stubs, riser, coring, junction boxes and 120VAC 20-amp circuit furnished and installed by others.
- System operating training is included.



435 West Fullerton Ave
Elmhurst, IL 60126-1404
Office # (630) 279-7171
Fax # (630) 279-7676
www.AdventSystems.com

QUOTATION

May 25, 2018

AS79804

- All work will be performed during normal working hours
- Taxes have been excluded
- Network connectivity with static IP addresses including subnet and gateway as required furnished by others.
- Programming and System testing included.
- Advent assumes all existing panels, wiring, card readers, electric strikes/locks/magnetic locks, power supplies and any other access control equipment are working properly. If any existing needs to be repaired/replaced, additional charges will apply.
- Invoicing will be done on a progress payment basis.
- For the existing video integration, Advent cannot guarantee that an integration between CCure 9000 and the Pelco/Panasonic is possible due to the age of the video system. Advent will do its best to achieve the integration that is required. It may not be available.

Accepted by: _____

Title: _____

Date: _____



John T. Skwirblies
Senior Account Executive