

Contract  
#446

**Clerk's Contract and Agreement Cover Page**

**Year:** 2008

**Legistar File ID#:** 2008-0398

**Multi Year:** ☐

**Amount** \$15,320.00

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**Contract Type:**

Goods/Services

**Contractor's Name:**

Progressive Communications, Inc

**Contractor's AKA:**

**Execution Date:**

7/17/2008

**Termination Date:**

9/30/2008

**Renewal Date:**

**Department:**

Administration/MIS

**Originating Person:**

Norm Johnson

**Contract Description:** Orland Park TV4 Broadcasting Equipment Upgrade



Tuesday, July 29, 2008



July 10, 2008

Mr. Joseph Niziolek  
Progressive Communications, Inc.  
1072 North Garfield  
Lombard, Illinois 60148-1336

**NOTICE OF AWARD – Orland Park TV4 Broadcasting Equipment Upgrade**

Dear Mr. Niziolek:

This notification is to inform you that on July 7, 2008, the Village of Orland Park Board of Trustees approved awarding Progressive Communications, Inc. the contract in accordance with the proposal you submitted dated June 4, 2008, for Orland Park TV4 Broadcasting Equipment Upgrade for an amount not to exceed Fifteen Thousand Three Hundred Twenty and No/100 (\$15,320.00) Dollars.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by July 24, 2008.

1. Enclosed is the Contract for Orland Park TV4 Broadcasting Equipment Upgrade. Please sign two (2) copies and return them both directly to me. Do not date the first page of the contract. I will obtain signatures to fully execute and date the Contract and one original executed Contract will be returned to you.
2. Also enclosed are the Certifications and Insurance Requirements. Please complete the Certifications and return them directly to me.
3. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to at minimum and endorsements for **a)** the additional insured status, **b)** the waiver of subrogation for General Liability and **c)** the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

**Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts, Certifications, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
**Denise Domalewski**  
Contract Administrator

cc: Norm Johnson

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

July 29, 2008

Mr. Joseph Niziolek  
Progressive Communications, Inc.  
1072 North Garfield  
Lombard, Illinois 60148

RE: ***NOTICE TO PROCEED***  
***Orland Park TV4 Broadcasting Equipment Upgrade***

Dear Mr. Niziolek:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of July 17, 2008.

Please contact Norm Johnson at 708-403-6210 to arrange the commencement of the work.

The Village has processed Purchase Order #049339 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated July 21, 2008 in an amount not to exceed Fifteen Thousand Three Hundred Twenty and No/100 (\$15,320.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Mary Klinger  
Norm Johnson

**VILLAGE OF ORLAND PARK**  
**(Contract for Purchase of Goods and Services)**

This Contract is made this 21<sup>st</sup> day of July, 2008 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Progressive Communications, Inc. (hereinafter referred to as the "VENDOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and Conditions pertaining to the Contract

The Proposal submitted by the VENDOR on June 4, 2008 to the extent it does not conflict with this contract

All Certifications required by the VILLAGE

Certificates of Insurance

**SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY, SCOPE OF THE WORK AND PAYMENT:** The VILLAGE agrees to purchase from the VENDOR the following:

| <u>Description</u>                             | <u>Unit Price</u> | <u>Quantity</u> | <u>Total Cost</u> |
|------------------------------------------------|-------------------|-----------------|-------------------|
| Leightronix Nexus Video Controller             | \$7,705.00        | 1               | \$7,705.00        |
| Leightronix 500GB USB Certified Hard Drive     | \$590.00          | 1               | \$590.00          |
| Leightronix Rack Mount Kit                     | \$116.00          | 1               | \$116.00          |
| Tascam Commercial DVD Players                  | \$630.00          | 2               | \$1,260.00        |
| Audio Video Cables for 6 inputs and 3 outputs  | \$343.00          | 1               | \$343.00          |
| Sony LMD-1410 LCD Monitor                      | \$731.00          | 1               | \$731.00          |
| Installation, Commissioning and Basic Training | \$2,290.00        | 1               | \$2,290.00        |
| One-day Training Seminar                       | \$1,400.00        | 1               | \$1,400.00        |
| Travel expenses                                | \$885.00          | 1               | \$885.00          |

(Hereinafter referred to as the "GOODS") as further described in the VENDOR's proposal dated June 4, 2008. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE.

The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS (hereinafter referred to as the "WORK") and further described below:

Progressive Communications, Inc. will provide, install, configure and commission a Leightronix Nexus Video Controller with a 500GB USB hard drive, WinNexus Software and required device control to upgrade the video transmission of the Village's public access channel. Progressive Communications will also provide basic training on the system functionality, as well as, an additional one-day training seminar by a Leightronix factory representative.

The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS and WORK pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following for performance of the described services and upon acceptance of the GOODS:

**TOTAL COST:** Fifteen Thousand Three Hundred Twenty and No/100 (\$15,320.00) Dollars (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the express written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The VENDOR shall deliver the GOODS within 30 days of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously until final completion on September 30, 2008. This Contract shall terminate upon completion of the WORK or September 30, 2008, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

VENDOR agrees that a similar waiver of liability limitation will be incorporated in its agreements with sub-subcontractors or anyone directly or indirectly employed by them. VENDOR agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said sub-subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Execution of this Contract by the VILLAGE is contingent upon receipt of any Insurance Certificates required by the VILLAGE in the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as explained in the Terms and Conditions herein and as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors and any suppliers shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires.

The VENDOR shall maintain, and require that its subcontractors and suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's

ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors and suppliers shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors and suppliers shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

**To the VILLAGE:**

Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

**To the VENDOR:**

Joseph Niziolek  
Progressive Communications, Inc.  
1072 North Garfield  
Lombard, Illinois 60148  
Telephone: 630-268-1789  
Facsimile: 630-268-1798  
e-mail: [joe@pcichicago.com](mailto:joe@pcichicago.com)  
[pat@pcichicago.com](mailto:pat@pcichicago.com)

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party under the requirements of this Section.

**SECTION 8: TERMINATION:** This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

**SECTION 9: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 10: PAYMENTS TO OTHER PARTIES:** The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 11: COMPLIANCE:** VENDOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

Under Terms and Conditions of the Proposal dated June 4, 2008, item #2 shall be stricken. Payment shall be made under the provisions of the Illinois Prompt Payment Act as stated in section 2 above of this document.

**SECTION 14: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

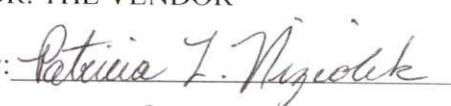
By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 7/21/08

FOR: THE VENDOR

By: 

Print Name: PATRICIA L. NIZIOLEK

Its: SECRETARY

Date: July 15, 2008

**TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS**

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*)

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.

June 4, 2008

Mr. Norm Johnson  
Village of Orland Park  
14700 Ravinia Ave  
Orland Park, IL 60462



RE: Village Cable Playback System

Dear Norm,

Pursuant to our conversations and previous meeting, Progressive Communications is pleased to present this revised **Engineering and Installation Services Proposal** for the installation of a Leightronix Nexus Video Controller and related A/V hardware.

This proposal is considered as a confidential document to the Village of Orland Park and not intended for distribution to any other sources or persons. The design stated below is the intellectual property of Progressive Communications.

### SYSTEM SUMMARY

Per your request after the Nexus demonstration, Progressive Communications will provide, install, configure and commission a Leightronix Nexus Video Controller with a 500GB USB hard drive, WinNexus Software and required device control to upgrade the video transmission of Public access channel. With this new device, the recording and playback options for Public access channel will be simplified as well as updated with direct to disc recording of events in the council chambers. This system will also allow for archiving of chamber proceedings and control of two new DVD players. One Sony 14" video monitor is listed as an option to replace the aging monitor currently being used by the Village. With the provided 500GB drive, an estimated 125 hours on high quality video can be stored on the device without transferring program material to a secondary network drive. The system can be expanded to a full Terabyte of local storage in the future.

Progressive Communications will also provide basic training on system functionality. As an option to this proposal, Leightronix will provide a factory representative to provide a one day training seminar on the functions and features of the Nexus product. Also included in this quote is the upgrade to add a live weather and news stream provided by Leightronix called "Total Info". This is a yearly subscription provided directly from Leightronix.

### EXCEPTIONS

The following components must be supplied by others in order to provide a complete system.

1. The installations of components not specified in this proposal are not included in our labor price. All additions, deletions, or changes must be presented in writing in order to be implemented.

2. No warranty is expressed or implied for the existing hardware owned by the village. Any costs to repair such equipment will be an additional expense.
3. This new hardware will require a connection to the Village Network to provide the desired functionality. If remote access is allowed, this system and required emergency changes can be administered remotely via an Internet connection.

### **COST OF SERVICES**

Based on our discussions, below is a list of services that Progressive Communications will provide to complete the system. These prices include our engineering services, labor to properly install the provided hardware, programming time for the proposed control system and training time for the village staff.

**The system hardware will include:**

|   |                                                                |            |
|---|----------------------------------------------------------------|------------|
| 1 | Leightronix Nexus Video Controller                             | \$7,705.00 |
| 1 | Leightronix 500GB USB Certified Hard Drive                     | \$590.00   |
| 1 | Leightronix Rack Mount Kit                                     | \$116.00   |
| 2 | Tascam Commercial DVD Players (RS-232 Control)                 | \$1,260.00 |
| 1 | Lot required control and A/V cables for 6 inputs and 3 outputs | \$343.00   |

**System Hardware Total** **\$10,014.00**

**Installation, Commissioning and Basic Training Labor** **\$2,290.00**

*This labor service covers install and testing of all listed components. This charge also includes connecting the Nexus to the Village IP Network, data entry of the existing Public access channel schedule into the new software, supervision of one council chambers event and basic operational training of village staff as required.*

**System Total** **\$12,304.00**

### **Optional Training**

Per your request, Leightronix will provide a one day Factory Training Seminar for Village Staff once the system is installed and functional. This cost covers the labor for the trainer. This person will travel round trip from Ohio with lodging and travel expenses. These travel expenses are estimated and actual costs will be billed.

|                                         |                   |
|-----------------------------------------|-------------------|
| <b>One Day Factory Training Seminar</b> | <b>\$1,400.00</b> |
| <b>Estimated Travel Expenses</b>        | <b>\$885.00</b>   |

### **Optional Total Info services**

Via a network connection to the Nexus, Leightronix will provide a streaming news and weather service that can be added to any current programming.

**Total Info Services** **\$975.00 per year**

### Optional Sony Video Monitor

Per your request, PCI will provide a Sony LMD-1410 LCD Monitor to replace the aging video monitor. The necessary cabling will also be included to connect the monitor to the new hardware.

**One Sony LMD-1410 LCD Monitor**

**\$731.00**

Progressive Communications will work with the village to ensure that all possible functionality and features will be provided.

### TERMS AND CONDITIONS

1. A Purchase Order and a 50% deposit for the hardware and labor shall be due upon proposal acceptance.
2. ~~The final 50% of listed charges will be due net 30 day from date of acceptance.~~ dd 7/10/08
3. The labor prices listed in this proposal remain firm for a period of 60 days.
4. Installation labor will be scheduled to minimize the impact on other activities planned for the village.
5. All on-site labor is quoted as non-union labor. Any additional expenses to supply union labor will be the responsibility of the village.
6. Currently, Progressive Communications carries a combined total of \$2,000,000.00 of liability insurance. If the client or building management requests any additional coverage including listing as an additionally insured by Progressive Communications, that cost will be an additional expense to the Village of Orland Park.
7. Delivery and installation is estimated at four weeks from time of order.

### ACCEPTANCE OF PROPOSAL

The terms of this proposal are agreed acceptable including the specific items listed in System Summary, Scope of Services, Exceptions, Cost of Services, and Terms and Conditions. I hereby acknowledge acceptance by providing:

**I HAVE READ AND AGREE TO THE TERMS OF THIS PROPOSAL INCLUDING:**

The specified retainer fee

\_\_\_\_\_  
(Please initial)

A Purchase Order

dd  
(Please initial)

The delivery date specified under Terms and Conditions

dd  
(Please initial)

Thank you for the opportunity to submit this proposal and to be of service to you and The Village of Orland Park. If you have any questions or concerns, please bring them to my attention and I will address them immediately.

Sincerely,

**Joseph Niziolek**

Joseph Niziolek  
President

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: ILLINOIS  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

PROGRESSIVE COMMUNICATIONS, INC (Corporate Seal)  
Business Name

Patricia L. Niziolek PATRICIA L. NIZIOLEK  
Signature Print or type name

SECRETARY / OFFICE MANAGER 7/11/08  
Title Date



## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

\_\_\_\_\_, having submitted a proposal for  
PROGRESSIVE COMMUNICATIONS INC (Name of Contractor) for  
A/V SYSTEMS IMPROVEMENTS (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual  
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).



By: Patricia L. Nichols  
Authorized Agent of Contractor

Subscribed and sworn to before  
me this 11<sup>th</sup> day of July, 2008

Eric C. Hutchcroft

Notary Public

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT:**      **THIS CERTIFICATION MUST BE EXECUTED.**

I, PATRICIA L NIZIOLEK, being first duly sworn certify and say  
that I am SECRETARY  
(insert "sole owner," "partner," "president," or other proper title)

of PROGRESSIVE COMMUNICATIONS, INC, the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of  
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois  
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United  
States.



Patricia L Niziolek  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 11<sup>th</sup> Day  
of July, 2008.

Eric C. Hutchcroft  
Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) 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.
- C. 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, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and

Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts.

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

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: Patricia L. Nigro  
ATTEST: Eric C. Hawthorn  
DATE: 7/11/08

TAX CERTIFICATION

I, Eric Hutchcroft, having been first duly sworn  
depose and state as follows:

I, PATRICIA L. NIZIOLEK, am the duly  
authorized

agent for PROGRESSIVE COMMUNICATIONS, INC.,  
which has

submitted a proposal to the Village of Orland Park for

VILLAGE CABLE PLAYBACK SYSTEM and I hereby certify  
(Name of Project)

that PROGRESSIVE COMMUNICATIONS, INC. is not

delinquent in the payment of any tax administered by the Illinois  
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in  
accordance with procedures established by the appropriate  
Revenue Act; or

b. it has entered into an agreement with the Department of  
Revenue for payment of all taxes due and is currently in  
compliance with that agreement.



Eric C. Hutchcroft  
Subscribed and Sworn to  
Before me this 11<sup>th</sup>  
Day of July, 2008

By: Patricia L. Niziolek  
Title: SECRETARY / OFFICE MANAGER

## **Progressive Communications Reference Sheet**

Listed below are clients that Progressive Communications has an ongoing professional relationship.  
Projects listed below are a representation of completed projects.

### **Ceavco Audio Visual**

Attn: Dana Sanders

6240 E. 54<sup>th</sup> Avenue

Arvada, CO 80002

800-876-0422 Ext. 3416

Projects include: Grant Thornton Denver Offices, US District Courthouse– Denver Branch, Central Wyoming College Distance Learning Network

### **Fox Valley Technical College**

Attn: Mike Devries

1825 N Bluemound Road

Appleton, WI 54912

920-735-4894

System Includes: Multiple A/V Distance Learning Classrooms, Control Room, Training Rooms and Video Conferencing facilities

### **Brookfield Zoo**

Attn: Robert Dulski

8400 W. 31<sup>st</sup> Street

Brookfield, IL 60513

708-485-0263

Projects include two video conferencing systems, classroom presentation systems, zoo exhibit control, building lighting control, design and maintenance, picnic grove A/V installations

### **Media Resources Inc.**

Attn: Brian Maska

740 Front Street

Lisle, IL 60532

630-493-1046

Numerous Exelon Projects, College of DuPage Culinary School, Redken Training Facility (NY)

### **Field Museum of Natural History**

Contact: Tony Stepovy

Roosevelt Road and Lake Shore Drive

Chicago, IL 60605

A/V systems installations for DNA Lab, Lava Flow Theatre, Evolving Planets, Nature Unleashed, Museum wide Meeting Manager system.

## INSURANCE REQUIREMENTS

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

### GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

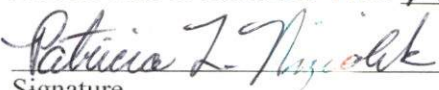
### PROFESSIONAL LIABILITY

~~\$1,000,000 Limit~~ Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" shall be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 14<sup>th</sup> DAY OF July, 2008

  
Signature  
Patricia L. Niziolek  
Printed Name & Title

Authorized to execute agreements for:

PROGRESSIVE COMMUNICATIONS, INC.  
Name of Company

# CERTIFICATE OF INSURANCE

This certifies that ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois  
☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois  
insures the following policyholder for the coverages indicated below:

Name of policyholder PROGRESSIVE COMMUNICATIONS, INC

Address of policyholder 1072 N. Garfield St.

LOMBARD, IL 60148-1245

Location of operations \_\_\_\_\_

Description of operations Orland Park TV4 Broadcasting Equipment Upgrade

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| POLICY NUMBER            | TYPE OF INSURANCE                                                                                  | POLICY PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 | LIMITS OF LIABILITY<br>(at beginning of policy period)                                                                    |
|--------------------------|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------|
|                          |                                                                                                    | Effective Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Expiration Date |                                                                                                                           |
| 93-BB-Q379-6             | Comprehensive<br>Business Liability                                                                | 02/25/08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 02/25/09        | BODILY INJURY AND<br>PROPERTY DAMAGE                                                                                      |
| This insurance includes: |                                                                                                    | <input checked="" type="checkbox"/> Products - Completed Operations<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> Underground Hazard Coverage<br><input checked="" type="checkbox"/> Personal Injury<br><input checked="" type="checkbox"/> Advertising Injury<br><input type="checkbox"/> Explosion Hazard Coverage<br><input type="checkbox"/> Collapse Hazard Coverage<br><input type="checkbox"/> General Aggregate Limit applies to each project<br><input type="checkbox"/><br><input type="checkbox"/> |                 | Each Occurrence \$1,000,000<br><br>General Aggregate \$2,000,000<br>Products - Completed Operations Aggregate \$2,000,000 |
| 93-V7-0470-5             | EXCESS LIABILITY<br><input checked="" type="checkbox"/> Umbrella<br><input type="checkbox"/> Other | 07/01/08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 07/01/09        | BODILY INJURY AND PROPERTY DAMAGE<br>(Combined Single Limit)                                                              |
|                          |                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | Each Occurrence \$1,000,000<br>Aggregate \$1,000,000                                                                      |
| 93-XJ-9416-0             | Workers' Compensation<br>and Employers Liability                                                   | 02/25/08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 02/25/09        | Part 1 STATUTORY<br>Part 2 BODILY INJURY                                                                                  |
|                          |                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | Each Accident \$1,000,000<br>Disease Each Employee \$1,000,000<br>Disease - Policy Limit \$1,000,000                      |
| POLICY NUMBER            | TYPE OF INSURANCE                                                                                  | POLICY PERIOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 | LIMITS OF LIABILITY<br>(at beginning of policy period)                                                                    |
|                          |                                                                                                    | Effective Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Expiration Date |                                                                                                                           |
| P08 1194-B25             | 1996 Dodge                                                                                         | 02/25/08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 08/25/08        | 500/500/500                                                                                                               |
| 120 0190-B28             | 2003 Ford                                                                                          | 02/27/08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 08/28/08        | 500/500/500                                                                                                               |
| 461 3182-C06             | 2002 Toyota                                                                                        | 03/06/08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 09/06/08        | 500/500/500                                                                                                               |

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If, however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder  
Add'l Ins/Primary Non-Contrib  
W/Waiver of Subrogation  
The Village of Orland Pk 14700  
S. Ravinia Ave Orland Pk, IL 60462

*Kelli H. Nguyen*  
*Diana Klimovskaya* LSAY  
Signature of Authorized Representative

Title

Date

*Agent*  
7/11/08