

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda  
Bids and Proposals

TO : President and Village Board of Trustees  
FROM : David Hulseberg, Village Manager  
DATE : August 2, 2013                                  Agenda Date: August 15, 2013  
TITLE : Multi-Space Parking Pay Station Bid  
SUBMITTED BY: Carl Goldsmith, Director of Public Works *CG*

**RESULTS:**

Date Bids Were Published: June 12, 2013                                  Bidding Closed: July 8, 2013  
Total Number of Bids Received: 3  
Total Number of Bidders Meeting Specifications: 3  
Bid Security Required:                                   X  Yes                                           No  
Performance Bond Required:                                   X  Yes                                           No  
Were Any Bids Withdrawn:                                           Yes                                   X  No  
Explanation:  
Waiver of Bids Requested?                                           Yes                                   X  No  
If yes, explain:  
Award Recommended to Lowest Responsible Bidder?                                   X  Yes                                           No  
If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate: \$60,000  
Contract Award: \$27,908  
Account # 530.810.110.75770

**BACKGROUND/RECOMMENDATION:**

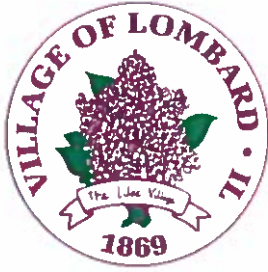
In an effort to improve collections and customer interaction for the Village of Lombard commuter parking facilities, the Staff recommends that the Village Board of Trustees accept a bid from VenTek International of Petaluma, California in the amount of \$27,908 for the purchase and installation of three (3) venSTATION pay stations.

Has Recommended Bidder Worked for Village Previously                                   X  Yes                                           No  
If yes, was quality of work acceptable                                   X  Yes                                           No  
Was item bid in accordance with Public Act 85-1295?                                   X  Yes                                           No  
Waiver of bids - Public Act 85-1295 does not apply                                           Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**



July 29, 2013

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

SUBJECT: Multi-Space Parking Pay Station Bid

### **Background**

As part of the Village's effort to develop sustainable long-term maintenance program for the Village's commuter parking facilities, the Village Board directed staff to solicit pricing for the installation of electronic pay stations for the commuter parking facilities. The multi-space parking pay stations would replace the existing pay boxes that are in need of repair and significant maintenance. The desire was to transition to a system that minimizes the level of staff time for the enforcement of parking regulations and improves the level of service provided to the commuters using the Village facilities. The improvement to the level of service will come in the form of expanded methods of payment and more accuracy to the system, which will reduce the tickets generated in error due deficiencies with the existing meter boxes.

Staff developed specifications for contract PW 13-15, which were published in the *Lombardian* and on the Village's website on June 12, 2013. The specifications required vendors/contractors to provide three (3) multi-space boxes to serve the 273 daily fee spaces currently operated by the Village. The specifications further required that the stations be able to accept paper currency, coins, credit cards, parking payment cards and be compatible with pay-by-smart phone options. The stations are required to be vandal proof, capable of communicating to each other and the Village in real-time, provide separated payment collection and programming areas within the pay stations, be able to be programmed remotely and meet all current security requirements for financial transactions. The Village sought prices for standard hardwired units, as well as solar powered units.

The Village prepared the specifications to provide for three (3) units to be delivered and installed by the contractor. While each unit is capable of processing 1,000s of transactions, the decision to purchase three was based upon the desire to minimize wait time for those using the pay stations. Based upon feedback from several communities and vendors, the typical installation is based upon 75-100 spaces per pay station. Three stations will allow the Village to expand the number of spaces participating in the daily fee program in the event that the Village chooses to convert permit spaces or add spaces to the commuter program. The pay stations will be located

Along Parkside Avenue and Michael McGuire Drive in close proximity to the commuter station to provide easy use by commuters. Staff will ensure that the selected locations are compatible with the planned UPRR Underpass Project. It is anticipated that two boxes will be placed on the north side of the tracks and one unit on the south side of the tracks. This is based upon the planned expansion of the Hammerschmidt facility on the north and the eventual elimination of commuter parking at 101 S. Main Street.

Seven (7) potential bidders received specifications for the multi-space pay stations. Three (3) bids were received and opened at 10:30 am on July 8, 2013. The bid results are summarized below:

	<b>Automated Parking Technologies LLC</b>	<b>VenTek International</b>	<b>American Parking Systems, LLC</b>
Base Bid	\$49,008.20	\$23,420.00	\$32,442.00
Alternate Bid (SOLAR)	\$51,258.20	\$27,908.00	\$32,142.00

The Village has determined that the lowest responsible bidder for the purchase and installation of three (3) multi-space pay stations is VenTek *International* in the amount of \$23,420.00 for the base units and \$27,908.00 for the solar powered units with AC back-up. Staff recommends the purchase of three (3) solar units with AC back-up. This item had previously been recommended by the Economic and Community Development Committee and the Public Works Committee as part of the ongoing discussions on the commuter parking facilities. At the request of the Public Works Committee, this item will be reviewed by Committee at the August 13, 2013 meeting. The Committee's concern is that the system users pay any and all costs related to the operation and maintenance of the system. Based upon the current funding methods and fund reserves, there will be no subsidy from the General Fund to operate and maintain the multi-space pay stations.

As part of the improved customer service, the VenTek system provides seamless payment options from an Android® or Apple® product with internet connectivity. The fee for the pay-by-phone system is \$.34 per transaction. Each time the mobile application is used to make a payment constitutes a transaction for the purpose of the fee. The Village does not pay any costs for the pay-by-phone system, but will be responsible for the fees associated with the use of a credit card payment at the pay station, just as the Village is with credit card payments that are accepted for other functions/services provided by the Village. The fees will be based upon the processing system that the Village chooses to utilize for the pay stations. The Village has an established relationship with a credit card processing company and the average rate is 2.5% per transaction. This fee is variable and depends on the type of card used. It is anticipated that these fees would be borne by the Commuter Parking Fund.

In addition to the cost to purchase the venSTATION system, the Village will have additional expenses related to the renumbering of all commuter facility spaces. The renumbering is necessary due to the fact that the current lots have numbering of the spaces that begin at 1 and increase, as each lot is served by a dedicated pay box. With the system approach used by the automated system, all spaces will use the pay stations and each space will be required to have a unique identifier (space number). The renumbering will be completed in-house using Village crews, and all expenses for employee time and material will be charged against this project and the Commuter Parking Fund.

Based upon a lead time of six to eight weeks, it is anticipated that the Village will transition to the multi-space payment stations effective January 1, 2014. Upon approval by the Village Board of Trustees, staff will begin to develop a public relations campaign to educate the commuter parking users of the changes and system operations. Additionally, staff will ensure that Village representatives are on-site at each pay station during peak commuting hours during the first week of operation to assist with the transactions and minimize the confusion with the new system.

**Recommendation**

Staff recommends that the Village Board of Trustees accept a bid from VenTek *International* of Petaluma, California in the amount of \$27,908 for the purchase and installation of three (3) venSTATION pay stations.



**VILLAGE OF LOMBARD**  
**SPECIFICATION & CONTRACT DOCUMENT NUMBER (PW-13-15)**  
**FOR**  
**Multi-Space Parking Pay Station**

Bid Opening Date..... : July 8, 2013  
Bid Opening Time..... : 10:30 am  
Bid Opening Location..... : Lombard Public Works Department  
1051 S. Hammerschmidt Avenue, Lombard Illinois 60148  
Bid Opening Room Number : Conference Room  
Bid Deposit ..... : 5%  
Performance Bond..... : YES

Obtain information from and submit bids to:

Carl Goldsmith  
Director of Public Works  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, Illinois 60148  
(630) 620-5700  
[goldsmithc@villageoflombard.org](mailto:goldsmithc@villageoflombard.org)

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.

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## INVITATION TO BID

June 5, 2013

Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the Wednesday, June 12, 2013 edition of the *Lombardian* requesting sealed bid proposals for a Multi-Space Parking Pay System.

Specific instructions to bidders and specifications are enclosed.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

Carl Goldsmith  
Director of Public Works

**NOTICE TO BIDDERS**  
for  
**Multi-Space Parking Pay Station**

The Village of Lombard is now accepting sealed bid proposals for a Multi-Space Parking Pay Station.

Bid proposals must be received prior to 10:30 am on Monday July 8, 2013 at the Public Works Department, 1051 S. Hammerschmidt, Lombard, Illinois, 60148, marked "Attention: Carl Goldsmith" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope and clearly labeled BID DOCUMENT. Only sealed bids will be accepted.

Bid specifications and specific instructions to bidders may be obtained from the Director of Public Works at the Public Works Administration Building. **All questions concerning the bid document or specifications must be submitted in writing to the Director of Public Works.** A written response will then be provided to all known bidders and made available to the public. No interpretations, clarifications or addenda will be issued after the fourth day prior to the scheduled bid opening.

All contractors and subcontractors bidding for work involving fixed works constructed for public use, for public work, or otherwise undertaking public works, must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130).

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village.

Sharon Kuderna  
Village Clerk



## **GENERAL TERMS, CONDITIONS & INSTRUCTIONS**

### **PREPARATION OF PROPOSAL**

The bidder shall prepare proposal on the attached proposal forms furnished by the Director of Public Works. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Management Analyst shall be submitted.

### **SUBMISSION OF PROPOSAL**

All bids must be delivered to the office of the Director of Public Works by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. A label marked BID DOCUMENT with the bidder's name, address, bid item name and bid opening location, room number, time and date, must be affixed to the envelope.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

### **BID DEPOSIT**

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Lombard. All bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required. The remaining

bid deposits of each contractor will be returned within fourteen (14) days after the Village Board has awarded the contract.

### **PERFORMANCE BOND**

When required on the cover sheet, contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor. As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to furnish the required bond within the time specified may be cause for rejection of the bid.

### **CONDITIONS**

Bidders are advised to become familiar with all conditions, instructions, and specifications governing this bid and where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

### **CATALOGS**

Each bidder shall submit when necessary, or when requested by the Director of Public Works, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Director of Public Works for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

### **SAMPLES**

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with bidder's name, address, subject of proposal, date, and time of bid opening. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

### **INSPECTIONS**

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

#### **SPECIAL HANDLING**

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

#### **DELIVERY**

All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

#### **DISCOUNTS**

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

#### **TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS**

Training will be required by the bidders to the Village of Lombard employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

#### **PRICES**

Unit prices shall be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

#### **COMPLIANCE WITH LAWS**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

#### **TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village of Lombard. A copy of the Village Tax-Exempt letter will be provided to the successful bidder when requested.

#### **COMPLIANCE WITH OSHA STANDARDS**

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

#### **INDEMNIFICATION**

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, 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 contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, 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 of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor 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.

#### **PERMITS AND LICENSES**

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

#### **SUBLETTING OF CONTRACT**

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Director of Public Works. In no case shall such consent relieve the successful bidder from his obligation or change the terms of the contract.

#### **GUARANTEES AND WARRANTIES**

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Management Analyst before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

#### **WITHDRAWAL OF PROPOSAL**

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Management Analyst that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

#### **TERMINATION OF CONTRACT**

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Lombard.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as failure of the successful bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Director of Public Works may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Director of Public Works that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful bidder.

#### **COMPETENCY OF BIDDER**

Upon request bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the responsible bidder.

#### **CONSIDERATION OF PROPOSALS**

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Lombard upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Lombard shall accept the bid of the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Management Analyst of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Village's Project Manager shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

**PERFORMANCE REFERENCES**

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name..... : Metro-North Railroad  
Address..... : 347 Madison Avenue  
City & State..... : New York, NY 10017  
Telephone Number..... : 914.461.0480  
Person To Contact..... : Philip Perillo  
Title/Position..... : Mgr., Ops & Parking

Company Name..... : San Jose State University  
Address..... : 129 South Tenth Street  
City & State..... : San Jose, CA 95192  
Telephone Number..... : 408.924.2109  
Person To Contact..... : Jim Renelle  
Title/Position..... : Police Lieutenant/Parking Manager

Company Name..... : University of Vermont  
Address..... : 38 Fletcher Place  
City & State..... : Burlington, VT 05405  
Telephone Number..... : 802.656.2031  
Person To Contact..... : John Casey  
Title/Position..... : Parking Ops. Mgr.

**DISQUALIFICATION OF BIDS**

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Rhonda Heabel, Management Analyst;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;

- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

### CANCELLATION

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

### DEFAULT

In case of the default by the contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

### INTERPRETATION OF CONTRACT DOCUMENTS

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Management Analyst a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Management Analyst. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all bidders known to the Village and made available to the public. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the bid package. If the bidder wishes to submit more than one (1) bid, each bid after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the bid proposal page must be plainly marked "alternate bid."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.



### COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

### INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
  2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
  4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
  5. Umbrella Coverage - \$2,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

### NON-DISCRIMINATION

- a. Bidder/Supplier shall, as a party to a public contract
  1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  2. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

#### VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

#### PREVAILING WAGES

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

**Note:** On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS**  
for  
**MULTI-SPACE PARKING PAY STATION**

**Introduction and Background**

The Village of Lombard currently maintains nine commuter parking lots containing 543 spaces (273 daily fee spaces) around the Union Pacific West Line train station as shown on the commuter parking map (Exhibit C). Commuters parking between 5:00 am and 3:00 pm are currently required to pay \$1.25 per day at one of four (4) manual pay boxes, although the amount is subject to change. The Village is interested in purchasing three automated pay by space parking meters ("Pay Stations") to improve commuters' options by allowing them to use multiple forms of payment and providing them with a receipt of their transaction.

**Project Description**

The Village of Lombard seeks to replace the current manual pay boxes with three (3) automated pay by space parking meters that accept the following payment methods: coins, bills, debit cards, credit cards and pay by cell phone. The Contractor shall be responsible for installing the Pay Stations and training employees and parking customers.

The Village is also seeking pricing for a monthly maintenance services package including replacement of receipt paper rolls, repairs to the Pay Stations and their components, changes to space numbers and software repairs and upgrades. Additionally, the Contractor shall identify their percentage markup on replacement parts.

**Parking Machine Specifications**

The Contractor shall provide the Village with detailed specifications of the Pay Stations with its proposal. All proposed equipment must satisfy the following minimum requirements:

1. The Pay Stations shall be of an all stainless steel construction and will have an operating tolerance of -30 degrees Fahrenheit to 140 degrees Fahrenheit and a relative humidity of 85%. The Pay Stations shall be fitted with a 400 watt minimum heater for winter operation. This heater must have a static thermostat to allow automatic heater operation.
2. The Pay Stations shall allow software configuration at the Pay Station including rates and display information. Pay Stations must be able to store information on a minimum of 5,000 transactions.
3. The Pay Stations must allow for programming changes at the Pay Station without the need for any separate software or device. Pay Stations also shall allow for programming changes through a remote software package.
4. The Pay Stations shall allow customers to pay for any space within the Village's nine commuter lots.
5. The Pay Stations shall have a minimum four line display screen to provide instructions and rate information. Display shall be mounted behind a clear vandal-resistant material for protection from the elements and vandalism.
6. Each Pay Station will include a keypad for parking space entry and be of vandal resistant material.

7. Each Pay Station will include a thermoelectric printer with a mechanical low paper sensor and support ticket rolls with a capacity minimum of 5,000 receipts.
8. Each Pay Station will provide a card reader for a debit and/or credit card and shall include pay by cell phone capabilities.
9. Each Pay Station will include a cellular modem for real-time connection to management software and processing of credit cards. The cellular modem must be capable of transmitting information in an encrypted form and shall be removable to accommodate upgrades.
10. Pay station shall be equipped with modem, antenna, and required software for General Packet Radio Service (GPRS) communications.
11. The Pay Stations shall adhere to PCI standards for financial transactions.
12. The Pay Stations shall include secured steel collection containers for both coins and bills. Vault areas will not be accessible from the maintenance area of the terminal. Maintenance and vault areas will be keyed differently. The coin selector will allow for six (6) different coin denominations to be used by the terminal. The Pay Station must provide an overfill protection warning for both coin and bill vaults.
13. The note acceptor will allow for a minimum of four (4) different bill denominations (\$1, \$5, \$10 and \$20 dollar bills) and allow for a 1,000 note capacity. The note acceptor unit will be a "stacker" type acceptor capable of bill verification and will allow bills to be inserted in any direction.
14. The Pay Stations shall be capable of providing notifications to Village maintenance personnel by text message and email when machine maintenance is needed for such tasks including but not limited to receipt paper changes, power failures, low batteries, heater failures, and jams in coin and bill changers.
15. Community Service Officers must be able to view paid and unpaid spaces on a wireless device that can download transaction data in real time.

The Village is interested in optional pricing for Pay Stations that are powered by solar panels. Contractors are requested to provide an alternative proposal for Pay Stations that include this option.

#### **Products to be Supplied by the Contractor**

The Contractor's proposal must include the provisions of the following products and materials:

1. Three (3) Pay Stations.
2. One (1) thermal printer per Pay Station (total of 3).
3. Three (3) extra dollar bill and coin containers.
4. Two (2) sets of keys for the dollar bill canisters and coin boxes to be delivered directly to the Director of Finance.
5. Three (3) extra sets of keys to the Pay Stations.
6. Fifty (50) extra rolls of receipt paper.
7. Initial set up of the Pay Stations to include programming rates, valid parking times and parking spaces.
8. Hosted remote monitoring and enforcement software that shall be web based and shall not require any installation on the Village's servers or network.
9. Pay by cell phone capabilities for all major operating platforms.

### **Materials to be Supplied by the Village**

The Village will provide the following services/materials for the Pay Stations:

1. A/C power along with all appropriate and necessary connections.
2. Brick, masonry and concrete work for the installation of the Pay Stations (as needed).

### **Maintenance Services**

The Contractor shall provide all necessary maintenance and repair services for the Pay Stations. These services shall include, but are not limited to:

1. Repairs to cash collection devices, displays, card readers, receipt printers, HMI devices such as keypads, touch screens and other data input devices and cabinets, locks and security devices.
2. Software repairs and upgrades.

The Contractor shall respond to alarms sent by machines and/or requests for services by the Village within three (3) hours. In addition, the Contractor shall physically inspect every machine at least once monthly to ensure proper operation. It is expected that routine maintenance such as paper replacement, bill acceptor cleaning and minor repairs will be performed as part of the monthly inspection.

The Contractor's proposal shall include prices for:

1. Monthly maintenance including typical maintenance items such as receipt paper rolls, bill cassettes, bill acceptors, coin counters, thermal printer heads, etc.
2. Alarm Responses/service requests during normal business hours (7:30 am to 4:30 pm) and after hours (4:30 pm to 7:30 am).

If the Contractor elects to subcontract the maintenance of the machines, the Contractor must identify the subcontractor and provide contact information.

The Contractor shall provide the Village with above described maintenance services as set forth in a separate maintenance agreement to be provided by the Contractor ("*Maintenance Agreement*"). The term of the Maintenance Agreement shall commence upon the acceptance of the Contractor's proposal and shall run for twelve (12) months. Upon mutual written agreement of the Village and the Contractor, the Maintenance Agreement may be extended up to four (4) additional one (1) year terms. The Village may cancel the Maintenance Agreement at any time upon thirty day's written notice to the Contractor.

### **Training**

The Contractor shall provide up to eight (8) hours of end user training to the Village's employees prior to the installation of the Pay Stations. In addition, the Contractor shall provide two employees with comprehensive knowledge of the Pay Station's equipment and operations between 5:30 a.m. and 9:00 a.m. for the initial five business days after the Pay Stations have been installed and activated to assist end users with the operation of the Pay Stations. The Contractor shall also provide an instructional brochure for use

by the end users. In addition, the Contractor will assist the Village's Staff during the first currency collection and train staff on the remote monitoring software.

The Contractor shall provide a training program for the Village's technicians and staff responsible for:

1. Cash collection.
2. Parking usage report generation.
3. Programming rates, valid parking times, space numbering etc. through the management software and at the Pay Station.
4. Monitoring the equipment.
5. Data file collection, credit card file downloading, system monitoring and auditing, set up and maintenance of user account passwords, etc.
6. Replacement/replenishment of materials and supplies.

### **Contractor Support**

1. Cellular Service
  - a. Contractor shall provide technical expertise and assistance in the establishment of cellular service to each Pay Station.
2. Locations of Pay Stations
  - a. The Village has determined some possible locations for the new pay by space meters (map attached). The contractor shall provide technical expertise and assistance in selecting the final location of each pay station. This location will be based on the location of required power, data lines, other infrastructure and other considerations as necessary.
3. Space Numbering System
  - a. The Village currently has a fully developed space identification system using a series of letters and numbers. If this system is not compatible with the Pay Stations, the Contractor shall provide technical expertise and assistance in the development of a numbering system for spaces that is compatible with the Pay Stations. Factors to be considered shall include the ability to pay for any space from any Pay Station, ease of use by end users and the ability to add spaces at a later date.
4. Local Support
  - a. The Contractor must be capable of furnishing all parts, supplies and services required to keep all of the Pay Stations operational at all times.
  - b. The Contractor must have an authorized facility within 50 miles of the Village of Lombard from which parts, supplies and services are available.
  - c. Service is to be provided by the Contractor's local facility within 24 hours of notification.
  - d. The Contractor shall assist the Village's Staff with rate changes and other programming issues for the life of the maintenance contract at no additional charge.

### **Warranty**

The Contractor shall warranty the Pay Stations for a period of no less than 12 months commencing upon final installation and power up of the last Pay Station. The warranty shall cover all parts and labor to repair the Pay Stations in the event of a malfunction. Any masonry, concrete or electrical work provided by the Contractor shall have a warranty of no less than 18 months from the final installation of the last Pay Station.

**BID PROPOSAL**

Proposal for Contract Document Number (PW-13-15). We hereby agree to furnish to the Village of Lombard *Multi-Space Parking Pay Station* in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

**Schedule of Prices**

Product	Quantity	Unit Price	Extension
Pay Stations	3	\$ 6,975	\$20,385
<i>Solar Powered Pay Stations (Alternate)</i>	3	\$ 7,690	\$23,070
Data Connection Cost - Annual		\$ 240	\$ 720
Software Maintenance Costs - Annual		\$ 480	\$ 1,440
Labor and Material to Install Pay Stations	3	\$ 300	\$ 900
Training (please insert proposed number of training hours into "Quantity" column)	4	\$75/hr	\$300
Shipping <i>No Solar Panels / Yes Solar Panels</i>			<i>\$575/\$689</i>
<b>Total Bid No Solar Option/Yes Solar Option</b>	<b>3</b>		<b>\$24,320/\$27,119</b>
Maintenance	12	\$	\$1095
Labor Rate Per Hour		\$ 125/hr	
After Hours Labor Rate		\$ 150/hr	
Replacement Parts % Markup		** %	

Total Bid Price in Words: \$ Twenty-Four Thousand, Three Hundred Twenty & No/100

Total Alternate Bid Price in Words: \$ (solar) Twenty-Seven Thousand, One Hundred Nineteen

*\*\*Special pricing can be negotiated after contract award. VenTek does not disclose its own markup of parts due to the proprietary nature of the information.\*\**

**BID PROPOSAL (CONTINUED)**

Make and Model of Pay Station: venSTATION

Is the proposed Pay-by-Cellular Solution provided by your firm or a third party? VenTek

If a third party, what vendor is proposed?: \_\_\_\_\_

Contact information for third party vendor: \_\_\_\_\_

Does the Pay Station allow for a space identification system that uses both numbers and letters?

X  Yes \_\_\_\_\_ No

Will the maintenance be subcontracted to a third party vendor?

X  Yes \_\_\_\_\_ No

If yes, please provide contact information for the third party vendor: George & Brian Anderson.  
A&A Vending Repair. George: 708.259.2559; Brian: 815.531.2174  
AAVendingRepair@yahoo.com

Delivery of the item(s) will be within 90 day(s) following notification of bid award.

State length and terms of warranty(s): 1 year

Is your bid in compliance with specifications?:  Yes   X  No

If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 5th day of July, 2013.

If an individual or partnership, all individual names of each partner shall be signed:

By.....: \_\_\_\_\_

Print Name.....: \_\_\_\_\_

Position/Title.....: \_\_\_\_\_

By.....: \_\_\_\_\_

Print Name.....: \_\_\_\_\_

Position/Title.....: \_\_\_\_\_

Company Name.....: \_\_\_\_\_

Address line 1.....: \_\_\_\_\_




Address line 2 .....: \_\_\_\_\_  
Telephone .....: \_\_\_\_\_

LLC *AK*

**If a corporation, an officer duly authorized should sign and attach corporate seal**

*PLACE CORPORATE SEAL HERE*

By.....:   
Print Name .....: Lew Kious  
Position/Title.....: Director of Sales  
Company Name .....: VenTek International  
Address line 1 .....: 1260 Holm Road #1, Petaluma, CA 94954  
Telephone.....: 707.773.3373

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

**VILLAGE OF LOMBARD  
SPECIFICATION DEVIATION**

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

~~NO~~ <sup>XX</sup> DEVIATIONS SPECIFIED

#3, p. 11: A laptop is required to program at the venSTATION machine.

#12, p. 13: The venSTATION does not have a separate compartment for

maintenance and money collection but the money vault is secured by a

series of locks with proprietary keys. The venStation will accept all coins,

including variations of dollar coins, but will not accept pennies.

  
Signature of Bidder

July 5, 2013

Date

## **INSTRUCTIONS TO BIDDERS ON FILLING OUT FORMS**

### **BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:**

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

**IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.**

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits A and B (contract execution certification, sexual harassment policy, Illinois Department of Revenue tax compliance certification, and additional insured endorsement) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

**VILLAGE OF LOMBARD**  
(Sample Contract for Construction  
Projects) CONTRACT DOCUMENT  
NUMBER  
PW-13-15

This agreement is made this 5th day of July, 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (VenTek International) hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

(The description, quantities and proposal prices are stated here)

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:

- a. Specification and contract document no. PW-13-15  
for Multi-Space Parking Pay Stations, consisting of the following:

- i. Cover Sheet
- ii. Table of Contents
- iii. Invitation to Bid on Contract Document  
No. PW-13-15 - Legal Notice
- iv. General Terms, Conditions and Instructions
- v. Specific Terms, Conditions and Instructions and Blue  
Prints
- vi. Bid Proposal Form
- vii. Plans and Specifications and Specification Deviation Form

- b. The Contractor's Bid Proposal Dated July 5, 2013

- c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ TBA (according to the final options chosen) paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 90 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this 5th day of July, 2013.

If an ~~individual or partnership~~, LLC, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 5th day of July, 2013.

Individual or Partnership \_\_\_\_\_ LLC \_\_\_\_\_ X

Lew Kious

Director of Sales

By Lew Kious

Position/Title

VenTek International

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5<sup>th</sup> day of JULY, 2013

\_\_\_\_\_  
Keith Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

Approved for issuance:

\_\_\_\_\_  
Rhonda Heabel  
Management Analyst

\_\_\_\_\_  
Date

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer  
Village Attorney

\_\_\_\_\_  
Date

**EXHIBIT A - CONTRACTOR'S CERTIFICATION**

Lew Kious, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the Director of Sales for VenTek Internation,  
(Title) (Name of Company)

(the "Contractor"), which has submitted a proposal for *Multi-Space Parking Pay Station*, to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

- 1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
- 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it:
  - a. is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;

- 3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

All employee drivers (Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

- 4. 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 Article 33E of the Illinois Criminal Code of 1961.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 5th  
day of July, 2013.

[Signature]  
Notary Public



### EXHIBIT B - ADDITIONAL INSURED ENDORSEMENT

See sample Insurance Liability Limits attached/Actual COI with additional insured to be furnished upon award of contract

Name of Insurer: \_\_\_\_\_

Named Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Endorsement Effective Date: \_\_\_\_\_

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/4/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Rogers &amp; Young Insurance Services</b> 800 Edgewood Place P.O. Box 1738 Windsor CA 95492	CONTACT NAME: <b>Stephanie Weirmann</b>
	PHONE (A/C No. Ext.): (707) 687-2200 FAX (A/C No.): (707) 687-2021 E-MAIL ADDRESS: <b>stephanie@rogers-young.com</b>
INSURED <b>Caracal Enterprises, LLC.</b> DBA: <b>Ventek International</b> 1260 Holm Road, Suite A Petaluma CA 94954	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A <b>Nationwide Mutual Ins Co</b> 42579
	INSURER B <b>Granite State Ins Co</b> 23809
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ACP7862305668	9/26/2012	9/26/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		ACP7862305668	9/26/2012	9/26/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		ACP7862305668	9/26/2012	9/26/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC 009-93-0899	10/4/2012	10/4/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate is issued as Evidence of coverage only.

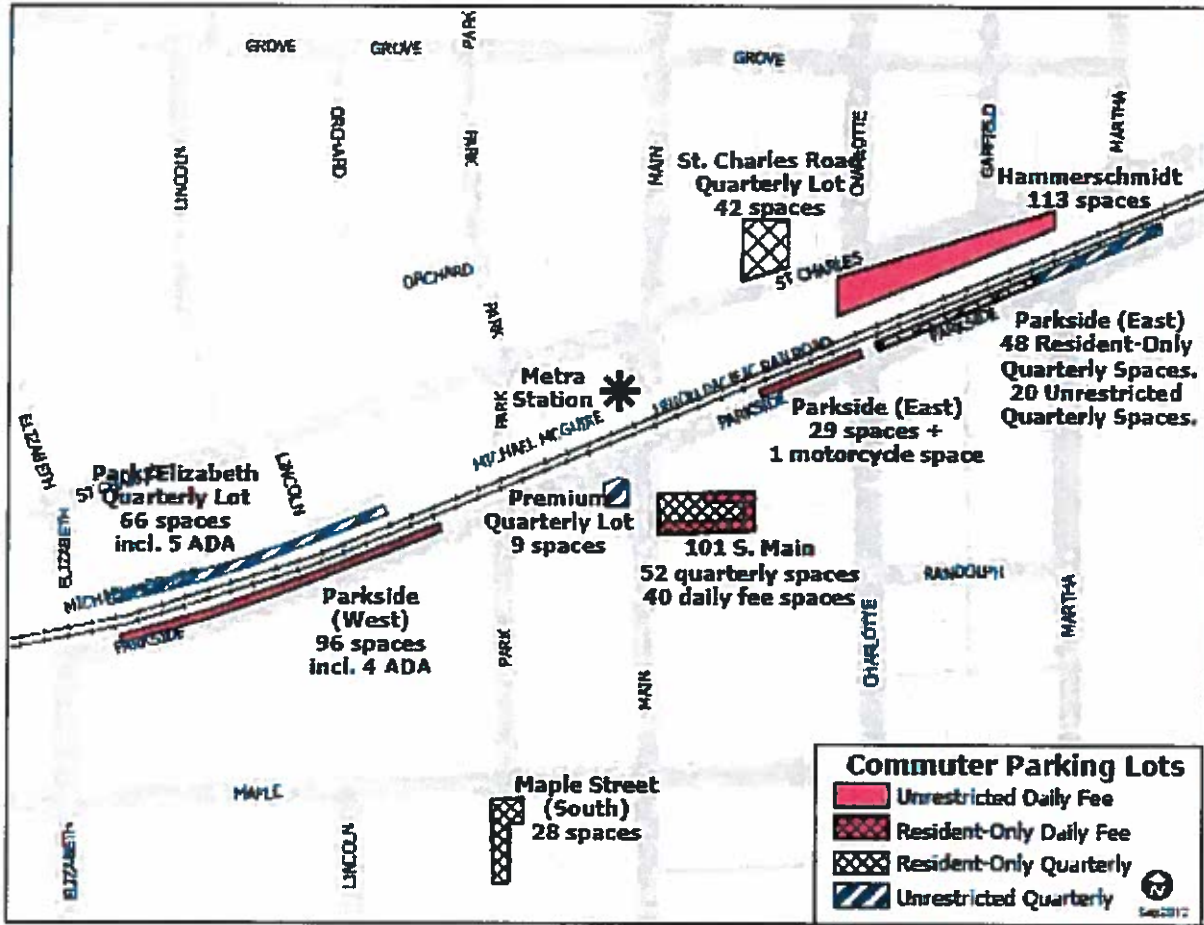
Cancellation: Except 10 days notice for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

*** Proof of Coverage ***	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Steve Rogers/STEPH

### EXHIBIT C - COMMUTER PARKING MAP



# venSTATION

Innovation and excellence

PAY & DISPLAY

PAY BY SPACE

PAY ON FOOT

## REAL-TIME PAYMENT PROCESSING & CENTRALIZED SYSTEM MANAGEMENT

- PCI-DSS Level 1 & PA-DSS Data Security Certifications
- Real Time Payment Authorization & Automated Settlement
- Relational System Database
- Central Communications Facility

## MULTIPLE APPLICATIONS

- Parking
- Parks & Recreation
- Transit
- Amusement Rides
- Electrical Metering
- Liquid Metering

## MULTIPLE PAYMENT METHODS

- Coins & Bills
- SmartCards & Value Cards
- Validations: Cards & Remote
- Credit Cards
- Debit Cards
- Electronic Coupons

## MULTIPLE VENDING MODES

- Permit Only
- Pay for Space Receipt
- Entrance Passes
- Permit & Receipt
- Payment/Credential Gate Access
- Turnstile Access

## NETWORK SUPPORT FOR 2 TO 200+

- DSL, Cable, Frame Relay
- Wi-Fi 802.11 (WPA/WPA2)
- Satellite and Dial-up for Remote Locations
- Digital Cellular Wireless (GPRS/CDMA)

## REMOTE RATE MANAGEMENT PROGRAMMABLE BY...

- Variable Rates
- Flat Rates
- Multiple Picks
- Variable Time Durations
- Times of Day
- Days of Week
- Specific Dates (Special Events)

## REAL-TIME LOCAL/ REMOTE REPORTING & NOTIFICATION

- Audit Reports
- Sales Reports
- Cash Collection Reports
- Service Alerts
- Intrusion Detection
- Enforcement Reports



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We proudly build our products in the USA



### Interface

Large, easy to read LCD display  
ATM-style menu driven interface  
Custom graphics & colors available

### Payment Processing

US & Canadian & International Currency  
Customer-controlled electronic pay cards  
PCI Compliant Credit Card Processing  
VISA, Mastercard, AMEX and Discover  
Tokens: Programmable value

### Change Giving (Optional)

All Coin Denominations  
Programmable Coin Acceptor  
600 Coin Capacity Coin Hopper

### Ticket Printer

Low maintenance thermal printer  
In excess of 5,000 tickets per paper roll

### Security

10 Gauge steel with 1/4" steel reinforcement  
Maximum security Medeco lock  
Audible & remote alarm capability  
Sealed cash system  
High-strength, Double-locking Coin bag  
1,000 Note Double-locking Bill Cassette  
Audit reports & Complete Transaction Log History

### Dimensions

Approximately 25" w x 58" h x 15" d  
Full ADA with max keypad height of 54"

### Power Sources

110v A/C (w/optional Battery Backup)  
Solar - Battery

1260 -A Holm Rd, Petaluma, CA 94954