

VILLAGE OF LOMBARD
CONTRACT/PROPOSAL FOR AUTOMATED PAY-BY-SPACE PARKING METERS

Full Name of Bidder: Total Parking Solutions, Inc. ("Bidder")
Principal Office Address: 2221 Curtiss St. Downers Grove, IL 60515
Local Office Address: same
Contact Person: Tom Zawacki Telephone Number: (630) 241-1984

TO: Village of Lombard ("Village")
Public Works Department
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148
Attention: Carl Goldsmith

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. none, which are securely stapled to the end of this Contract/Proposal.

1. Proposal to Provide Products

A. Contract and Products. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, make available, the products, items, materials, merchandise, supplies, or other items identified in the Request for Proposals attached hereto ("Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide the Products to the Village in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the Specifications for Materials and Supplies set forth in the RFP.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Products. If, in the Village's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Proposal, then the Village, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Proposal. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall make the Products available to the Village in accordance with the attached Schedule of Prices.

A. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices.

B. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

- Account statements and invoices shall be provided to the Village of Lombard Finance Department for payment. Payment shall be made via check or electronic transfer, subject to the Village's purchasing procedures and legally required approvals. All payments will be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505).

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal

3. Maintenance Contract Time Proposal and Term

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall make available the Products to the Village not later than 60 days after the Contract/Proposal is accepted. The initial term of the maintenance contract shall begin immediately after acceptance of the Contract/Proposal run for twelve (12) months subject, however, to the right of the Village to cancel and terminate the same at any time by giving a thirty day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

Upon mutual agreement, this contract may be extended for up to four, one year optional extensions.

4. Financial Assurance

- A. Indemnification. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.
- B. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

- A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after purchase by the Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.
- B. Compliance with Laws. All Products, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.
- H. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.
- I. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

- B. Reservation of Rights. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.
- E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal. Except where specifically stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days and time.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.
- G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.
- H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.
- I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.
- J. Governing Law. This Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this 7th day of November, 2014

SCHEDULE OF PRICES

Proposal for Contract Document Number (PF 14-01). We hereby agree to furnish to the Village of Lombard Automated Pay-by-Space Parking Meters 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 (pay station equipment & installation)	3	\$ 11,950 -	\$ 35,850 -
Data Connection Cost (Monthly)		\$ 80 -	\$ 240 -
Software Maintenance Costs		\$ Included	\$ Included
Total Proposal		\$ 12,030 -	\$ 36,090 -
Pre-Paid Card (Alternate)	3	\$ Included	\$ Included
Total Alternate Proposal			\$ Included
Monthly Maintenance	12	\$ 345 -	\$ 4140 -
Labor Rate Per Hour		\$ /hr. 112 ⁵⁰	
After Hours Labor Rate		\$ /hr. 168 ⁷⁵	
Replacement Parts % Markup		45 %	

Total Bid Price in Words: \$ Thirty Six Thousand, Ninety Dollars

Make and Model of Pay Station: Cale CWT

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

If a third party, what vendor is proposed? Passport Parking

Contact information for third party vendor: Robert Youakim
704-280-2489

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

Yes No

Will the maintenance be subcontracted to a third party vendor?

Yes No

If yes, please provide contact information for the third party vendor: _____

Delivery of the item(s) will be within 45 day(s) following notification of bid award.

State length and terms of warranty(s): 90 days Install labor
1 yr. complete part due to normal wear & tear

Is your bid in compliance with specifications? Yes No * see note

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

Signed on this 20th day of November 2014.

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.....: _____

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

PLACE CORPORATE SEAL HERE

By.....: [Signature]
Print Name.....: Thomas Zawacki

Position/Title.....: President

Company Name.....: Total Parking Solutions

Address line 1.....: 2721 Curtiss St. Downers Grove

Telephone.....: 630-241-1984

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.

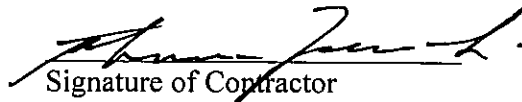
**VILLAGE OF LOMBARD
SPECIFICATION DEVIATION**

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)

Our receipt ticket is completely
customized and can have
anywhere from 4,000 to
5,000 receipts per roll depending
on design.

Total Parking Solutions
Name of Contractor


Signature of Contractor

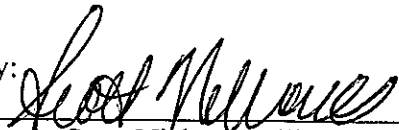
11-20-14
Date

CONTRACT ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lombard ("*Village*") this 4th day of December, 2014.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LOMBARD

By: 

Scott Niehaus, Village Manager



Total Parking Solutions, Inc.

References

Village of Hinsdale
19 E. Chicago Ave
Hinsdale, IL 60521
630-789-9801 Deputy Chief Kevin Simpson

Village of Oak Lawn
9446 Raymond Ave.
Oak Lawn, IL 60453
708-499-7760 Brian Hanigan / Finance Director

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
847-391-5468 Tim Watkins / Asst. Public Works Director

Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515
630-434-5636 Tim Sembach / Community Service Officers Supervisor

Village of Skokie
5127 Oakton Street
Skokie, IL 60077
847-933-8258 Peter Valopados / Asst. to the Village Manager

**Comprehensive Service & Maintenance Contract for Parking Terminals
Preventative Maintenance Including Parts & Labor**

Commencement Date:

Customer:

EXAMPLE

Service Provided By:

Total Parking Solutions, Inc.
2721 Curtiss St.
Downers Grove, IL 60515

Contract Number:

Comprehensive Service & Maintenance Contract for Parking Terminals Preventative Maintenance Including Parts & Labor

Principal Objective:

Total Parking Solutions, Inc. is committed to providing the highest quality, professional service and maintenance in a timely manner to allow for minimal inconvenience to our customers.

Contract type:

This contract shall provide for service and maintenance of Pay & Display / Pay by Space terminals at the specified locations and defined as *Quarterly Preventative Maintenance including Parts and Labor*.

* Damage to terminals caused by vandalism or acts of God or nature are the responsibility of the owner and not covered as part of this contract.

Preventative Maintenance:

Standard preventative maintenance will include internal and external cleaning of all terminals covered by this contract. Inspection of all mechanical operations, calibration and lubrication as required of the terminals to insure optimum operating capability. See attached exhibit A for Preventative Maintenance details.

WebOffice™ and Software:

Total Parking Solutions will provide all terminal software upgrades and WebOffice™ updates as they become available from Cale Support. This includes any customer changes, i.e. rates, space #'s, or informational displays that can be made via remote WebOffice access, providing Total Parking is notified 48 hours prior to date required. Terminal graphics for rate changes are invoiced at \$35 per terminal.

Customer Responsibilities:

Total Parking Solutions, Inc. will provide for training to individuals specified by the customer. This training will allow for the customer to clear note or card jams, replace receipt paper and determine machine faults in reporting service issues to Total Parking Solutions service department. This type of training will be known as "First Line Maintenance".

Service Calls:

Total Parking Solutions, Inc. will operate under a maximum 24 hour response cycle from 7:30 am until 5:00 pm Monday through Friday during which time service calls are covered by TPS at no charge to the customer. After hours and weekend service is available to the customer and will be invoiced as additional to the contract under the following "Emergency Service" and billed as follows...

Friday from 5:00 pm until Saturday 5:00 pm \$168.00 per hour / 2 hour minimum

Saturday from 5:00 pm until Monday at 7:30 am \$224.00 per hour / 2 hour minimum

Holidays \$224 per hour / 2 hour minimum
(Holidays included are New Years Day, Memorial Day, July 4th, Labor Day, Christmas Eve and Christmas)

*Emergency service will be billed as a portal to portal call out.

Comprehensive Service & Maintenance Contract for Parking Terminals Preventative Maintenance Including Parts & Labor

Service Reporting and Technical Support:

All service calls will be reported to our service department at the office of Total Parking Solutions, Inc. Total Parking Solutions will provide telephone assistance to parking staff at no charge.

Replacement Parts:

Total Parking Solutions will guarantee that all parts provided being either new or exchanged will be original manufacturer parts and no substitutions will be used.

Term of Contract:

The term of this contract shall be for a period of one year unless otherwise specified. At the end of the contract term there will be an automatic roll-over for the original contract term unless Total Parking Solutions, Inc. is notified 60 days in advance. This contract is binding. However, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written, 60 day notice prior to termination.

Contract will be invoiced in full 30 days prior to the anniversary date for renewal and is due in accordance of the standard payment terms; net 30 days.

Price Deviations:

Total Parking Solutions, Inc. will agree to hold the agreed upon contract price for a period of one year from the date of execution of this agreement. If consumer indexes or manufacturer parts pricing dictate Total Parking Solutions will have subsequent ability to increase contract pricing prior to renewal. Any such increase will be made known to the customer in advance and will be subject to agreement between both parties.

**Comprehensive Service & Maintenance Contract for Parking Terminals
Preventative Maintenance Including Parts & Labor**

Execution of Agreement by: _____

Title: _____

For: Total Parking Solutions, Inc.

And

Execution of Agreement by: _____

Title: _____

For: _____

P.O. Number: (if applicable) _____

Date of Execution: _____

Term:

Description of Service: Full parts and labor contract with quarterly preventative maintenance program

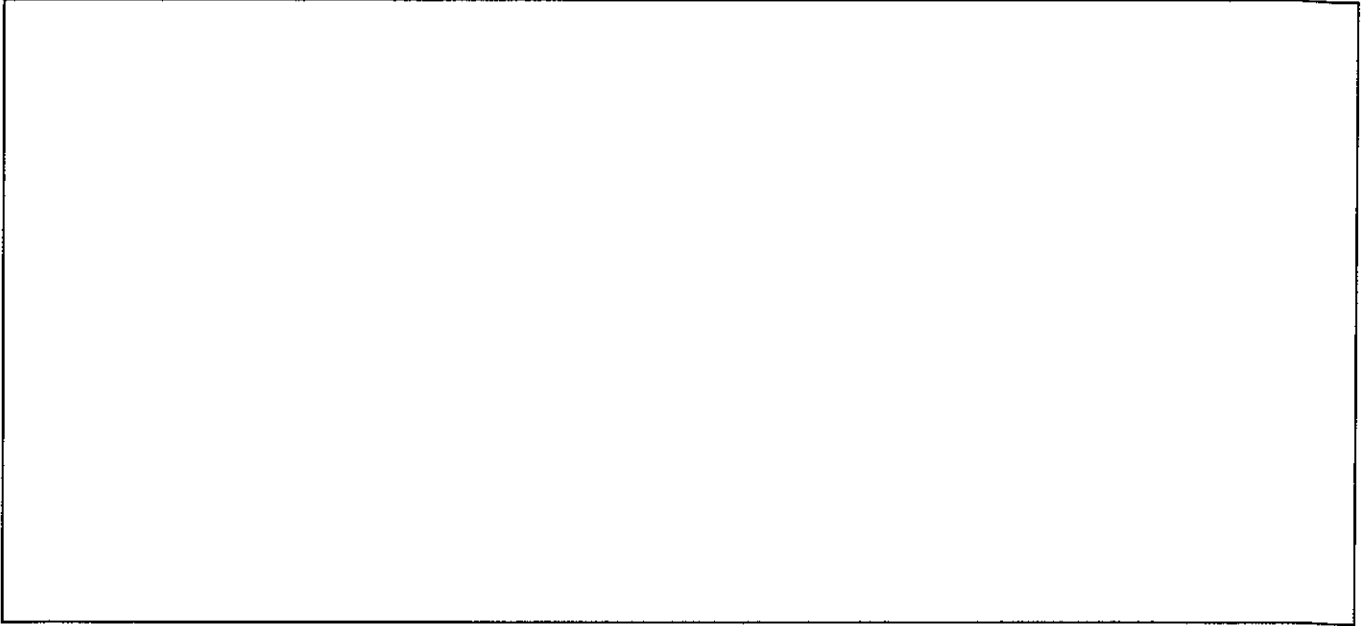
Number of Terminals:

Annual rate per terminal:

Total Cost: (less applicable taxes)

**Comprehensive Service & Maintenance Contract for Parking Terminals
Preventative Maintenance Including Parts & Labor**

Terminal Locations:

A large, empty rectangular box with a thin black border, intended for listing terminal locations. The box is currently blank.