

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
NOVEMBER 10, 2009 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|--|--|--|
| Asset Maintenance Management Software – Water System Module | Resolution Ordinance ✓ Motion Discussion Only | Naneil R. Newlon, P.E. Director of Public Works |

SYNOPSIS

A motion is requested authorizing the execution of a software license and maintenance agreement with GBA Master Series, Inc. of Overland Park, Kansas in the amount of \$20,795 for installation, configuration and training for their GBA Water Master® and GBA Work Order Manager™ modules.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2008-2013 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Upgraded Water System*.

FISCAL IMPACT

The FY09 budget originally included \$27,980 in the General Fund for this project. However, because this expense is directly attributable to the water system, staff evaluated the capacity of the Water Fund Budget to account for these costs. Several water system maintenance contracts such as hydrant flow testing, water valve assessment, leak detection and fire hydrant painting were completed under budget by an amount of \$57,829. Because this is a water system project, and sufficient funds are available in the FY09 Water Fund Budget, staff recommends allocating this \$20,795 expense to the Water Fund Budget.

RECOMMENDATION

Approval on the November 17, 2009 consent agenda.

BACKGROUND

In November 2008, the Village Council authorized an agreement with GBA Master Series, Inc. for asset maintenance management software (AMMS) modules used to manage the Village's public parkway tree inventory. The recommendation to proceed with the GBA Master Series AMMS platform was the result of a competitive, public process that involved evaluating several potential vendors and completing multiple levels of review including obtaining support from the Technology Commission. Further, at that time, staff's recommendation stated that implementation of the software platform would be phased by incorporating a different aspect of the Village's infrastructure systems (trees, water, storm sewers, street lights, etc.) each year with water being the next most likely candidate. As a result, GBA Master Series, Inc. has been designated as a sole source supplier for this purchase in accordance with the Village's Purchasing Policy.

The AMMS is a critical tool needed to efficiently manage and maintain the Village's infrastructure. It works hand-in-hand with the Village's existing geographic information system (GIS) as part of a continuing effort to document the location of infrastructure such as trees, fire hydrants, water distribution valves and storm sewers. Resources have been dedicated to obtaining, inputting, maintaining and updating field information into the GIS. As these components of the GIS become up-to-date, the AMMS provides a cohesive and easily searchable database to document existing maintenance and plan future maintenance activities. As part of its review in 2008, the Technology Commission found particular value

in the fact that the AMMS creates an institutional memory of maintenance completed on the Village's infrastructure assets.

There are several benefits to the use of AMMS that will accrue to a greater degree as different infrastructure modules are implemented. The system will help meet regulatory requirements such as the GASB 34 accounting standard and NPDES stormwater management requirements. Improved allocation of capital improvement dollars will occur by allowing staff the ability to quickly discern where a limited budget is best spent. This will also leverage the Village's already existing and ongoing investment in GIS. The benefits of using the GIS data as an integral and scalable data source throughout the organization will be realized through the use of the AMMS. The infrastructure asset inventory allows the Village to leverage the investment without costly duplication of data. In addition to the financial benefits of increasing the operational efficiencies of the Village's water operation, these improvements also improve customer service, with decreased times that residents are without water and faster response times.

ATTACHMENTS

Software License and Maintenance Agreement

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Agreement is made this 5th day of October, 2009 by and between GBA Master Series, Inc, (the "Consultant") and the Village of Downers Grove (the "Village").

WHEREAS, the Village wishes to purchase from Consultant certain asset maintenance management software for its water system; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is hereby agreed as follows:

I. SCOPE OF SERVICES

See Software Cost Quotation #82922 attached hereto and herein incorporated as **Exhibit A**.

II. TERM OF AGREEMENT

The term of this Agreement shall be one (1) year from the date first written above with two optional one year renewals in conformance with the Village Purchasing Policy or until its termination pursuant to Section V (D).

III. COMPENSATION

All fees shall be based upon the structure set forth in Exhibit A and shall not exceed the total amount of \$20,795.00.

IV. TERMS AND CONDITIONS

A. VILLAGE ORDINANCES

Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

B. USE OF VILLAGE'S NAME

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

C. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Consultant shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise

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directly or indirectly from any negligence or from the reckless or willful misconduct of the Consultant, its employees, or its subcontractors, and the Consultant, its employees, or its subcontractors, and the Consultant shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Consultant shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Consultant to indemnify the Village for its own negligence. The Consultant shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Consultant, its employees, or its Subcontractors.

D. NONDISCRIMINATION

Consultant shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Consultant 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 #11136 and #11375, 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.

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. Consultant shall comply with standards set forth in Title VII of the Civil Rights Act of 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

E. SEXUAL HARASSMENT POLICY

The Consultant, as a party to a public contract, shall have a written sexual harassment policy that:

- 1. Notes the illegality of sexual harassment;
- 2. Sets forth the State law definition of sexual harassment;
- 3. Describes sexual harassment utilizing examples;
- 4. Describes the Consultant's internal complaint process including penalties;
- 5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 6. Describes the protection against retaliation afforded under the Illinois Human

Rights Act.

F. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the

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Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

G. DRUG FREE WORK PLACE

Consultant, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later

than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

H. PATRIOT ACT COMPLIANCE

The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

I. INSURANCE REQUIREMENTS/INDEMNIFICATION

- a. The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this agreement and for which the Consultant may legally liable:
 - 1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

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- 3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
 - 4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;
 - 5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7 Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.
- b The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
 - c As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
 - d In addition to required insurance coverages, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-Consultant to the Consultant under the Consultant's agreement with the Village.

J. CAMPAIGN DISCLOSURE

Any contractor, Consultant, Consultant or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

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By signing the bid documents, contractor/Consultant/Consultant/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

K. SUBLETTING OF CONTRACT

No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Consultant from their obligation or change the terms of the contract.

L. TERMINATION OF CONTRACT

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

M. BILLING & PAYMENT PROCEDURES

Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

N. RELATIONSHIP BETWEEN THE CONSULTANT AND THE VILLAGE

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint

venture or partnership with the other.

O. STANDARD OF CARE

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

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

For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Consultant during construction or equipment installation or the furnishing of Project representatives shall not make Consultant responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

P. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

Q. SUCCESSORS AND ASSIGNS

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-Contractors.

R. WAIVER OF CONTRACT BREACH

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

S. AMENDMENT

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

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T. CHANGE ORDERS

The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties.

U. SEVERABILITY OF INVALID PROVISIONS

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

V. NOTICE

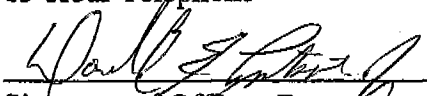
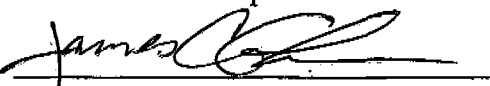
Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Contractor:

**Joel Knight
GBA Master Suites, Inc.
10561 Barkley, Suite 500
Overland Park, KS 66212**

Village of Downers Grove

| | |
|--|---|
| Consultant: | |
| <u>GBA Master Series</u> Company Name | Date: <u>10/5/09</u> |
| <u>10561 Barkley, Suite 500</u> Street Address of Company | <u>jknight@gbams.com</u> Email Address |
| <u>Overland Park, KS 66212</u> City, State, Zip | <u>Joel Knight</u> Contact Name (Print) |
| <u>800-492-2468</u> Business Phone | <u>913-488-3984</u> 13-Hour Telephone |
| <u>913-341-3128</u> Fax |  Signature of Officer, Partner or Sole Proprietor |
| | <u>Donald Pinkston Jr., President</u> Print Name & Title |
| ATTEST: If a Corporation  Signature of Corporation Secretary | |

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: GBA MASTER SERIES, Inc

ADDRESS: 10561 BARKLEY, SUITE 500

CITY: OVERLAND PARK

STATE: KANSAS

ZIP: 66212

PHONE: 800.492-2468 **FAX:** 913-341-3128

TAX ID #(TIN): 48-1234072

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation**
- Government Agency

SIGNATURE: *Donald J. [Signature]*

DATE: 10/5/09

CONSULTANT'S CERTIFICATION (page 1 of 3)

With regard to _____, Consultant GBA Master Series hereby certifies
(Name of Project) (Name of Consultant)
the following:

1. Consultant is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Consultant certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Consultant certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Consultant agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Consultant agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Consultant and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Consultant in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Consultant certifies that Consultant and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Consultant, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Consultant certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Consultant further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Consultant is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Consultant further certifies that if it owes any tax payment(s) to the Department of Revenue, Consultant has entered into an agreement with the Department of

CONSULTANT'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Consultant is in compliance with the agreement.

BY: *Wall E. Pinkston*
Consultant's Authorized Agent

4 8 - 1 2 3 4 0 7 2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 5 day of Oct., 2009.



Teresa Lovell
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Consultant is a corporation organized and existing under the laws of the State of Kansas, which operates under the Legal name of GBA Master Series, Inc., and the full names of its Officers are as follows:

President: Donald Pinkston

Secretary: James Graham

Treasurer: Karen Backues

and it does have a corporate seal. (In the event that 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.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

CONSULTANT'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of
_____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Acord

Agent Holmes Murphy-Kansas

Street Address 6300 W 143rd St, Suite 200

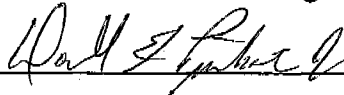
City, State, Zip Code Overland Park, KS 66223

Telephone Number 866-574-6282

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: GBA Master Series, Inc.

Print Name and Title of Authorizing Signature: Donald Pinkston, Jr., President

Signature: 

Date: 10/5/09

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: GBA Master Series, Inc.

Address: 10561 Barkley, Suite 500

City: Overland Park

Zip Code: 66212

Telephone: (913) 341-3105

Fax Number: (913) 341-3128

E-mail Address: dpinkston@gbams.com

Authorized Company Signature: 

Print Signature Name: Donald Pinkston Jr.

Title of Official: President

Date: 10/5/09

Campaign Disclosure Certificate

Any contractor, Consultant, Consultant or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/Consultant/Consultant/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Consultant/vendor has not contributed to any elected Village position within the last five (5) years.

[Handwritten Signature]
Signature

Donald E. Pinkston Jr.
Print Name

Consultant/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Donald Pinkston, Jr.
Print Name

August 28, 2009

Village of Downers Grove, IL
Stan Balicki



Software Cost Quotation
(SQL Server Platform)

Quote # 82922

| | Site | Licenses | | License Fee |
|---|------|------------|---------|-------------|
| | | Concurrent | Seat | |
| GBA Work Order Manager™ | * | | Install | N/A |
| GBA Water Master® | * | | Install | N/A |
| Subtotal | | | | \$5,500.00 |
| Annual Support & Maintenance (20% of software license fees) | | | | \$1,100.00 |
| Total ¹ | | | | \$6,600.00 |

| Services | Unit Cost | Units | Cost |
|---------------------------------|----------------------|-------|-------------|
| On-Site Training ² | \$1,500/day | 3 | \$4,500.00 |
| Web Based Training | \$400/2 hour session | 2 | \$800.00 |
| Data Conversion ⁴ | \$100/hour | 60 | \$6,000.00 |
| Project Management ³ | Lump Sum | N/A | \$1,695.00 |
| Subtotal ¹ | | | \$12,995.00 |

| Direct Expenses | Unit Cost | Units | Cost |
|-----------------------|------------|-------|------------|
| Air Travel | \$450/trip | 1 | \$450.00 |
| On-Site Expenses | \$250/day | 3 | \$750.00 |
| Subtotal ¹ | | | \$1,200.00 |

License Fee Total \$5,500.00
 Annual Support & Maintenance Package \$1,100.00
 Services \$12,995.00
 Direct Expenses \$1,200.00
Total Initial Cost¹ \$20,795.00

¹Directs are estimated costs only and will be billed at actual.

²5 people maximum limit to be trained at one time (add'l fees added for add'l persons trained)

³Project Management is a percentage of training and services costs to cover administration fees associated with project management and will fluctuate with changes in the services contracted for.

Note: Recommended training days are estimates only. GBA Master Series will work with each prospective client individually to determine actual training days necessary for their specific needs.

Purchase Terms (as applicable)

- Above quoted prices are good for sixty (60) days from date of quote.
- Above prices are standard license fees for Microsoft SQL Server or Oracle database platform.
- Above prices are in U.S. dollars. Taxes not included.
- License fees for any "GBA GIS" products do not include ArcGIS by ESRI.
- Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date.
- Shipping and Handling is included.
- Products that are priced "per device" do not include the cost of the device or any further software that may be required to run the gbaMS program.

Please address questions and concerns to:
GBA Master Series, Inc.

c/o Susan Cook
10561 Barkley, Suite 500
Overland Park, KS 66212

(800)492-2468
Fax: (913) 341-3128