

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 8, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Traffic Sign Inventory and Locating Services	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for professional services for the TR-019 Village Wide Sign Inventory project to Mid-West GIS, Inc. of Quincy, Illinois in the amount of \$44,100.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The adopted FY11 Capital Improvement Fund Budget includes \$50,000 for professional services for TR-019, a Village Wide Sign Inventory project. Village Staff anticipates utilizing the remainder of the budgeted amount, \$5,900 for the purchase of a sign asset maintenance software module later this year.

RECOMMENDATION

Approval on the March 15, 2011 consent agenda.

BACKGROUND

New federal traffic sign standards require the Village to implement a traffic sign maintenance program and to begin meeting new minimum sign retroreflectivity requirements for all of our traffic signs in accordance with the following schedule:

- 1) Establish a sign maintenance program by January 2012;
- 2) Meet new minimum retroreflectivity requirements for most of our traffic signs by January 2015 (regulatory, warning, and guide signs); and
- 3) Meet new minimum retroreflective requirements for our street name signs by January 2018.

The Federal Highway Administration (FHWA) has set new minimum retroreflectivity standards to improve nighttime visibility. Retroreflectivity is a measurement of the amount of light that is reflected back to the viewer, making what they see appear brighter and easier to read. Because the retroreflective properties of traffic control signs deteriorate over time, active maintenance of signs is needed in order to ensure that they are clearly visible at night.

The first step necessary to meet the January 2012 deadline is to complete a traffic sign inventory. The results of this inventory will be incorporated into the Village's geographic information system (GIS) and managed using a sign maintenance software module which is an add-on to the existing asset management program currently used to manage the Village's forestry, water and storm water system assets. Staff will have a better idea of the future costs needed to meet the 2015 and 2018 requirements once the inventory is complete. The vendor will begin work in April with completion scheduled for September.

The Village posted a request for proposal for traffic sign inventory and locating services in February 2011 and received eight proposals. Mid-West GIS is the low bidder. Village staff recommends award of this contract for professional services to Mid-West GIS, Inc. based on their approach and understanding of the project, their capability to perform the work, and their experience with similar projects.

ATTACHMENTS

Contract Documents

Capital Project Sheet TR-019



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: MID-WEST GIS

Project Name: Traffic Sign Inventory and GPS Locating Services
Proposal No.: RFP-TR-019-2011/TT
Proposal Due: **February 3, 2011, 2:00 p.m.**
Village Hall 801 Burlington Downers Grove, IL. 60515
Pre-Proposal Conference: None

Required of Awarded Contractor:
Certificate of Insurance: Yes

Legal Advertisement Published: January 20, 2011
Date Issued: January 20, 2011
This document consists of 25 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60510.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **February 3, 2011, 2:00 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment,

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superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The proposer 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.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer 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 directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer 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 Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer 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

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Proposer, its employees, or its Subcontractors.

8. NONDISCRIMINATION

8.1 Proposer 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 Proposer 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.

8.2 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. Proposer 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.

9. SEXUAL HARASSMENT POLICY

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 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
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer'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 Proposer 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

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performance of this contract, the Proposer agrees as follows:

- 10.1.1 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.
- 10.1.2 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.
- 10.1.3 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.
- 10.1.4 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 Proposer'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 Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 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 Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 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.
- 10.1.7 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

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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 Proposer 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 Proposer 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.

11. DRUG FREE WORK PLACE

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

- 11.1 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 proposer'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.
- 11.2 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 proposer'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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.

- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

The Proposer 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 Proposer further represents and warrants to the Village that the Proposer 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 Proposer 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.

13. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 13.1 The Proposer 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 Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this agreement and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 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 Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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- 13.1.6 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;
- 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer 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.
- 13.4 In addition to required insurance coverages, the Proposer 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 Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, Proposer 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.
- 14.2 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.
- 14.3 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.
- 14.4 By signing the bid documents, contractor/proposer/Proposer/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.

15. SUBLETTING OF CONTRACT

- 15.1 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 Awarded Proposer from their obligation or change the terms of the contract.

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All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

16. TERM OF CONTRACT

- 16.1 The term of this contract shall be as set forth in the Detail Specifications set forth in Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer'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 Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer 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.

18. BILLING & PAYMENT PROCEDURES

- 18.1 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 Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer 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.
- 18.2 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 Proposer 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.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer 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.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the

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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.

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

20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer 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.

21. GOVERNING LAW

21.1 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.

22. SUCCESSORS AND ASSIGNS

22.1 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 Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

23. WAIVER OF CONTRACT BREACH

23.1 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.

24. AMENDMENT

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

25. NOT TO EXCEED CONTRACT

25.1 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 who have executed the contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 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.

27. NOTICE

27.1 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 Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. DETAILED SPECIFICATIONS

TRAFFIC SIGN INVENTORY AND GPS LOCATING SERVICES

1.0 BACKGROUND

The Village of Downers Grove has a population of 48,724 residents (2000 Census) and covers an area of approximately 14.5 square miles with 165 centerline miles of streets. The Public Works Department is taking steps to comply with new traffic sign retroreflectivity requirements that are included as Revision 2 of the 2003 MUTCD adopted by the Federal Highway Administration. To comply with the new requirements, public agencies have until January 2012 to implement and then continue to use an assessment or management method that is designed to maintain traffic sign retroreflectivity at or above the minimum levels specified.

The Village has a GIS database though at this time there are no traffic control sign layers. The GIS software platform is ESRI and the Village uses the NAD State Plane Illinois East coordinate system. Part of this scope of work includes field capturing and downloading GPS coordinates for all traffic signs.

2.0 SPECIFICATIONS/REQUIREMENTS

- The work covered under this project is to develop, plan and execute a program to document and map all traffic control signs on Village-maintained roadways in Downers Grove prior to October 31, 2011 beginning with Notice to Proceed. The Village anticipates awarding a contract prior to April 2011.

2.1 Contractor Contact and Performance Time

- The Contractor shall designate a primary point of contact for this contract who will be available during regular business hours as defined by the Village of Downers Grove. In the event the primary contact is not available, the Contractor shall designate no less than two (2) alternate contacts.
- The Contractor must have sufficient labor and equipment dedicated to this project in order to perform the work within the timeframes described herein.

2.2 Reference Standards

- Traffic control sign data shall be per "Manual on Uniform Traffic Control Devices" (MUTCD).
- Work within Burlington Northern Santa Fe (BNSF) Right of Way shall be performed per BNSF Standard Specifications and Drawings, where applicable, or under a project-specific encroachment permit if such permit is issued and in force.

2.3 Assignment of Work

- The Contractor may not assign any part of the work to another entity without the written permission of the Village.

2.4 Equipment and Materials

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- The Contractor is required to supply all labor, materials, tools, plant, power, water, equipment, insurance, bonds, and supervision to complete the work.
- The Contractor is solely responsible to protect his equipment and materials while engaged in any task under this contract. The Village shall not be responsible for any damage or theft of equipment and materials.
- Contractor shall be responsible for the storage of all necessary construction equipment, tools, and materials. Village property or facilities including but not limited to streets, roads, and highways may not be used except for direct performance of the work or upon written approval of the Village Project Manager.

2.5 Protection of Adjacent Utilities and Structures

- The Contractor shall exercise care and caution to prevent damage to existing structures during the work. All damage to existing public or private structures and utilities shall be repaired at the Contractor's expense.
- The Contractor shall not unduly restrict access to private property or access for mail delivery or trash pickup, or other related public or private services.

2.6 Job Site Safety

- The Contractor is fully responsible for all job site safety to complete the work in full compliance with all applicable safety regulations such as, but not limited to the Illinois Department of Labor (IDOL) and the Occupational Health and Safety Administration (OSHA).
- The public shall, at all times, be kept safe from the work using all reasonable measures per applicable standards and specifications and at the discretion of the Village Project Manager.

2.7 Global Positioning System (GPS) Information for Traffic Control Signs

Traffic control signs encountered in this program are to be GPS mapped with *sub-centimeter* (also known as real time kinematic GPS that is survey grade to within a centimeter on the x, y values and 2 centimeters on the elevation) accuracy and the data delivered in a database compatible with the Village of Downers Grove's GIS. The coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post processing. The contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation.

2.8 Deliverable Database

The Contractor will provide all pertinent traffic control sign data digitally in a spatially accurate geodatabase format compatible with Village of Downers Grove's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. In addition to the coordinate data collected, the database shall contain information in agreement with Village of Downers Grove and at a minimum the following attribute data:

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Traffic Control Signs

- A Unique Identification Number
- Type of Sign
- Sign Category
- Sign Color
- Size of Sign
- Sign Condition
- Type of Post
- Boolean indicating whether post is shared
- Post Condition
- Number of Posts
- Reflectivity
- Visibility
- Direction Facing
- Side of Road
- Street Name
- Other value added attribute items as agreed

Before field operations commence, a meeting will be attended by the contractor and Village of Downers Grove to reach agreement on the specific data schemas to be employed. It is at this juncture that the contractor and Village of Downers Grove will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within Village of Downers Grove's data infrastructure so that it can be appropriately mapped and accessed by Village of Downers Grove's staff. In addition, proposals shall offer a detailed solution to seamlessly integrate field collected GIS data into Village of Downers Grove's enterprise data infrastructure.

2.9 Quality Assurance / Quality Control

A detailed QA/QC plan identifying quality checkpoints throughout the program lifecycle shall be presented in the proposal. The contractor will describe specific methods for developing accuracy consistent with Village Standards and accurate attribute data.

2.10 Project Schedule

The contractor will develop an overall schedule of work to be approved by the Village of Downers Grove prior to the commencement of work. The Village of Downers Grove shall approve the work schedule before allowing the contractor to proceed.

2.11 Experience Requirements

The contractor shall be required before the award of any contract to show to the complete satisfaction of the Street Division Manager that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The contractor shall be required to give past history and references in order to satisfy the Street Division Manager in regard to the contractor's qualifications. The Street Division Manager shall make reasonable investigations deemed necessary and proper to determine the ability of the contractor to perform the work. The Street Division Manager reserves the right to reject any proposal if the evidence

submitted by, or investigation of, the contractor fails to satisfy the Street Division Manager that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include:

1. The ability, capacity, skill and resources to perform the work or provide the service required.
2. The ability of the contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the contractor.
4. The quality of performance of previous traffic control sign inventory and GPS locating contracts or services with the Village and other municipalities within the last five (5) years. At least two (2) of the municipal references *must* be for individual traffic control sign and GPS locating contracts for comparably sized agencies. These references must be indicated clearly within the proposal.

2.12 Term of Contract

The term shall be from award through December 31, 2011.

3.0 PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 Proposal Format

In order to be considered responsive, and evaluate proposals fairly and completely, each prospective vendor must follow the format set out in this RFP and provide all information requested. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. A detailed tabbed index in a 3-ring binder is highly suggested (do not use spiral, comb or glue binding) and must include the following:

3.1.1 Introduction

Proposals must include the complete name and address of vendor and the name, mailing address, and telephone number of the person the Village should contact regarding the proposal.

- Proposals must be signed by an authorized representative confirming that the vendor will comply with all provisions in this RFP.

3.1.2 Experience/Staff Resumes

- Vendor shall indicate the expertise and experience of the Vendor relative to the requirements contained in this RFP.
- Submit resumes for the individuals who will be performing the services for the Village.

Resumes shall be formatted in the following order;

- 1) Position with the Company
- 2) Role in the Project
- 3) Experience with the requirements and tasks being requested
- 4) Work history on similar projects with the company

5) Legal relationship of the named person with the prime contractor

- Past Experience as required in Section 2.11 above.

3.1.3 Technical Approach/Implementation

A detailed work plan and methodology your firm would follow in performing services under the contract. *Do not restate the Village's Scope of Work* but rather provide the approach your firm will take and any recommendations. If your firm's approach is different than stated in the Village's Scope of Work, explain how and why.

Provide sample reports, protocol, procedures, or spreadsheets representative of those that will be provided to the Village.

The vendor will present a schedule for the project. The schedule will highlight important milestone dates with a description of what these tasks include. Please include a Gantt-type chart depicting the project from start to final acceptance.

3.1.4 Cost Proposal

In conjunction with the proposal, vendors shall also submit one (1) original and two (2) copies of the cost proposal (all costs) in a sealed and clearly marked envelope accompanying the proposal. Proposals should include an all inclusive lump sump price to complete the scope of services.

4.0 PROPOSAL EVALUATION PROCESS

4.1 Vendor Selection

A technical review committee will evaluate the proposals. Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews. The firm determined best qualified to perform this project will be recommended to the Village Council for contract award. The Village of Downers Grove reserves the right to reject any and all proposals for any reason deemed appropriate by the Village.

The Village may conduct negotiations with the top vendor(s) if required to determine the acceptability of the proposal in regards to specifications, terms and conditions and cost; therefore, the proposal(s) submitted should contain the vendor's most favorable terms and conditions as well as cost with detailed specifications as proposed, since the selection and award may be made without discussion.

The Village will select the highest rated, fully qualified and best suited vendor to continue forward the project. Should the first selected vendor be unable to fulfill the terms of the contract, the Village reserves the right to enter into a contract with the 2nd selected vendor. If the Village does not find that any vendor meets the needs and requirements, the Village is not obligated to enter into agreement for traffic sign inventory and GPS locating services.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detailed specifications and Proposer's response will become the contract with the Village.)



Mid-West GIS

Professional Solutions - Affordable Pricing

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

RE: Proposal # RFP-TR-019-2011/TT

January 26, 2011

Mid-West GIS is submitting this proposal in response to the Village of Downers Grove request for a Traffic Sign Inventory and GPS Locating Services **Proposal # RFP-TR-019-2011/TT**. This letter is a formal offer to perform the project described in this proposal.

The mission of Mid-West GIS is to provide top-quality GIS services at an affordable cost to small & medium sized communities. Our company provides these services in the timeliest manner and with an ongoing comprehensive quality control program to provide 100% customer satisfaction. Mid-West GIS employs highly qualified personnel to ensure a quality end product. Our staff strives to keep up with technology advancements in the industry to make sure our clients are benefiting from these changes. The company's principal officers see each contract as an agreement not between a business and its customers, but between partners that wish to create a close and mutually beneficial long-term relationship.

Mid-West GIS headquarters is located in Quincy, Illinois with an additional office in Wisconsin Dells, Wisconsin. Our company provides Geographic Information System (GIS) Consulting and Data Conversion services. These services include GIS and GPS data collection and conversion, utility mapping, planning and zoning, 911 and addressing, customer location, routing, GIS Website Development and other related GIS services.

Mid-West GIS has completed over 250 traffic sign inventory projects in the Mid-West region.

Point of Contact for this project is:

Shane C. McDermott, President
Mid-West GIS, Inc.
307 S. 11th Street
Quincy, IL 62301
shane@mid-westgis.com
Phone: (217) 222-7793
Cell: (217) 242-1125
Toil Free: (877) 248-2349





Joseph Darnell **Vice President of GIS Services**

Role in Project:

Joe Darnell will be assigned as the Project Lead for the Village of Downers Grove. He will schedule all trips into the field for GPS data collection, as well as be on site for the duration of the project. Joe Darnell is the secondary point of contact for this project.

Experience with the requirements and tasks being requested:

Joe Darnell has been the Project Lead on all of the over 250 Traffic Sign Inventories that Mid-West GIS has been contracted to collect. With over 90,000 traffic control signs collected Joe Darnell has the experience necessary to lead this project. He has seen and experienced about everything possible when it comes to collecting Traffic Sign Inventories. Joe also has experience running the RTK GPS equipment.

Work history on similar projects with the company:

Joe Darnell has been Project Lead, as well as lead GPS data collector for all of the following projects:

Pampa, TX
East Moline, IL
Oregon, IL
Hancock County, IL
Brown County, IL
Pike County, IL
Greene County, IL
Jersey County, IL
Mason County, IL
Sangamon County, IL
Dewitt County, IL
Mercer County, IL
Washington County, IL
Stark County, IL
Crawford County, IL
Lake County, IN

Legal Relationship of the named person with the prime contractor:

Joe Darnell is a full time permanent employee of Mid-West GIS



Shane McDermott
President and Owner

Role in Project:

Shane McDermott will be assigned the role of Project Manager for the project, and is the primary point of contact for the duration of the project. Shane will also be in the field collecting GPS when necessary.

Experience with the requirements and tasks being requested:

Shane McDermott is the Project Manager for all GIS & GPS projects contracted by Mid-West GIS. Shane also has experience running the RTK GPS equipment, as well as multiple projects in the field collecting GPS data for Traffic Sign Inventories.

Work history on similar projects with the company:

Shane McDermott collected GPS data on the following Traffic Sign Inventories:

Hancock County, IL
Pike County, IL
Greene County, IL
Jersey County, IL
Mason County, IL
Mercer County, IL
Washington County, IL
Stark County, IL
Crawford County, IL
Pampa, TX

Legal Relationship of the named person with the prime contractor:

Shane McDermott is the Owner of Mid-West GIS and a full time permanent employee.



Michael Tucker
GIS Technician

Role in Project:

Michael will be in the field collecting GPS under the direct supervision of Joe Darnell for the duration of this project.

Experience with the requirements and tasks being requested:

Michael has experience with the RTK GPS equipment that will be used to collect data for this project. Michael also has extensive ArcMap experience and will be in charge of the first line of Quality Control on all GPS data collected.

Work history on similar projects with the company:

Michael collected GPS data on the following Traffic Sign Inventories:

Calhoun County, IL

***Michael also has prior experience collecting a Traffic Sign Inventory for the Village of Gurnee, IL prior to joining Mid-West GIS

Legal Relationship of the named person with the prime contractor:

Michael Tucker is a full time permanent employee of Mid-West GIS



GPS Information for Traffic Control Signs

The equipment used in this project will be a Real Time Kinematic (RTK) GPS base station and rover. Magellan Pro Mark 500's, with cellular technology will be deployed. The cellular technology is used because radio frequencies create a problem due to line of sight issues. Cellular technology is not line of sight, and therefore will have no problems with the terrain or distance with the Village of Downers Grove being 14.5 square miles. The Magellan Pro Mark 500 RTK system is capable of covering a distance much greater than that.

The RTK data collection for this project will have an accuracy of sub centimeter for the X and Y value, and sub two centimeter on the Z, or elevation value. Mid-West GIS will attempt to collect all GPS data with FIXED positions, ensuring the Rover has the highest possible satellite positions available. By using fixed positions, this eliminates errors and inaccuracies when using autonomous or floating positions. This also eliminates the need for post processing, as the data is Real Time accurate to sub-centimeter. This is both a time and cost saving for the Village. Any GPS points that cannot be collected as a fixed position on the first try, will then be collected re-collected time at a later date. Any points that still cannot be acquired as a fixed position will be post processed to ensure the highest possible accuracy.

Mid-West GIS is one of the only GIS firms in the region that can apply this technology of using our own Real Time Network that allows for the quick and precise collection of Real Time Survey Grade GPS.

Deliverable Database

Mid-West GIS will deliver the database in an ESRI Geodatabase format, with the coordinate system defined as NAD State Plane, Illinois East Zone. Mid-West GIS will meet with Village staff prior to data collection to ensure all data and coordinate systems are compatible with the existing Village of Downers Grove GIS data.

Attribute Data

Unique Identification #	Number of Posts
Type of Sign	Reflectivity
Sign Category	Visibility
Sign Color	Direction Facing
Size of Sign	Side of Road
Sign Condition	Street Name
Type of Post	MUTCD Code
Shared Post (Boolean Expression)	Northing, Easting, Elevation from RTK
Post Condition	Other value added attribute items as agreed



Mid-West GIS and the Village of Downers Grove will identify field collection methodology, features and attributes to be collected, formats to be collected and delivered in, as well as where this data will be stored in the existing GIS data infrastructure prior to any data collection.

A Traffic Sign Inventory is comprised of a single GIS data layer, which is attributed with sign information, and symbolized with unique sign symbols. This data layer will be setup prior to data collection with the appropriate coordinate system and attribute table. In the field the Rover (GPS data collector) being used to collect data will be running ArcPad, which will allow for the use of dropdown menus as well as text editing. Mid-West GIS will create this Geodatabase for use in ArcPad so that the collection is quick, as well as accurate. The use of dropdown menus minimizes human error by not typing in all fields, instead selecting from predetermined values for fields, which will be agreed to by Mid-West GIS and the Village of Downers Grove prior to data collection.

Mid-West GIS will be using existing GIS data from the Village of Downers Grove Enterprise GIS system. Data layers to be used are: aerial photography, street centerlines, and corporate limits. By using this data during the GPS collection phase, this will ensure that the data collected by Mid-West GIS is spatially accurate and compatible when incorporated back into the Village of Downers Grove Enterprise GIS System.

Quality Control Procedures

Throughout the course of the project Mid-West GIS will perform weekly Quality Control Checks on the following:

- Attribute data:** Verify all fields for each point collected have been populated
Verify all fields that are manually typed have been entered correctly (spelling and case)
- Spatial Integrity:** Using RTK fixed position data collection will ensure that all GPS points collected are accurate within a centimeter, eliminating the need for a visual inspection of the data over aerial photography. However, Mid-West GIS takes pride in the quality of data collected, and will perform random spot checks using the Village of Downers Grove aerial photography. With the high resolution aerial photos many of the post shadows will be visible, and the GPS points should show up directly at the base of the shadow.

Project Schedule

Mid-West GIS is prepared to incorporate this project into our existing workflow within 2 weeks of being given notice to proceed. Project award is anticipated to be prior to April 1, 2011 with a completion deadline of October 31, 2011. Mid-West GIS estimates that this project will take approximately 90 - 120 days to complete. With work commencing in April of 2011 the estimated completion date for this project would be by the end of August 2011.



Experience Requirements

Mid-West GIS has completed well over 250 Traffic Sign Inventories. This includes Counties, Townships, and Municipalities mainly across the Mid-West. Below is a partial list of these projects:

Top two Municipal References are in Bold:

City of Pampa, TX (All Municipal Roads)
9.0 Square Miles, 150 centerline miles of road
Contact: Donny Hooper, Director of Public Works
DHOOPER@cityofpampa.org
(806) 669-5750

Hancock County, IL (12 Municipalities & 24 Townships) - All under one project
806 Square Miles, 174 Miles of Municipal Road, 1115 Miles of Township Road
Contact: Elgin Barry, County Engineer
hancockh@adams.net
(217) 357-3155

Lake County, IN (All County & Township Roads)
497 Square Miles
Sub Contracted through The Sidwell Company
Contact: Neal Carpenter
NCarpenter@sidwellco.com
(630) 549-1000

Mason County, IL (All Townships and Most Municipalities)
557 Square Miles, 877 Miles of Road
Contact: Mike Pedigo, County Engineer
countyengineer@grics.net
(309) 543-3253

DeWitt County, IL (All County & Township Roads)
401 Square Miles, 752 Miles of Road
Contact: Craig Fink, County Engineer
dchd@verizon.net
(217) 935-2438

Jersey County, IL (All County & Township Roads, Most Municipalities)
377 Square Miles, 601 Miles of Road
Contact: Tom Klasner, County Engineer
tklasner@jerseycounty-il.us



Mid-West GIS

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Pike County, IL (All County, All Townships, Most Municipalities)
837 Square Miles, 1291 Miles of Road
Contact: Chris Johnson, County Engineer
pikehd@adams.net
(217) 285-4364

Brown County, IL (All County, some Townships & Municipalities)
304 Square Miles, 473 Miles of Road
Contact: Howard Timmons, County Engineer
brncohwy@yahoo.com
(217) 773-2427

Greene County, IL (All County, All Townships & All Municipalities)
541 Square Miles, 838 Miles of Road
Contact: David Marth, County Engineer
grncohwy@verizon.net
(217) 942-6941

Sangamon County, IL (All County & Township Roads)
880 Square Miles, 1330 Miles of Road
Contact: Timoth Zahn, County Engineer
TimZ@co.sangamon.il.us
(217) 535-3070

Washington County, IL
564 Square Miles, 790 Miles of Road
Contact: Mitch Burdick, County Engineer
wchd1@sbcglobal.net
(618) 327-3322

City of Oregon, IL
2.0 Square Miles
Contact: Mike Bowers, Street Superintendent
streetdummy@yahoo.com
(815) 732-6321

City of East Moline, IL (**Project Just Started**)
9.0 Square Miles
Contact: Joseph Miller, GIS/CAD Coordinator
jmiller@eastmoline.com
(309) 752-1540





Technical Approach / Implementation

With over 250 Traffic Sign Inventories completed to date, Mid-West GIS has implemented processes and procedures that lower time and overhead in the field, which in turn lowers the direct cost to our clients.

Mid-West GIS will deploy a crew of two GPS Technicians in our Mid-West GIS RV. This 30 foot camper has many amenities, such as a full kitchen and bathroom, as well as other comforts that allow for a much more comfortable atmosphere for our employees. The average stay at an RV park is around \$20 per day, while the average nightly stay at a hotel is around \$75 per day. The average expense for meals per day in the RV is around \$15 per day, while meals in a restaurant are around \$30 per day. These two items alone constitute a saving of \$70 per day, which is passed directly along to our clients.

Mid-West GIS will identify and locate survey grade monuments around the Village of Downers Grove. These monuments will be occupied by the base station for the duration of each day of data collection during the project. This base station will relay the real time correction from the base station, to the Mid-West GIS Real Time Network Controller at our Corporate Headquarters, to the Rover using cellular technology. The hardware in use is the Magellan Pro Mark 500 series RTK system, and provides real time sub centimeter data collection at more than 45 to 50 miles from the base station.

Mid-West GIS uses ArcPad on all GPS data collectors. This allows for the use of dropdown menus, as well as the use of GIS data layers such as aerial photography and geodatabase models. The use of dropdown menus will allow the GPS Technician to not have to manually type in all fields, as predetermined values are loaded in and can be selected from a list. The use of aerial photography allows the GPS Technician to use the aerial photo as a first round of quality control as they can see their current location on the aerial photo and allows for them to identify any errors in the GPS collection, which rarely occur.

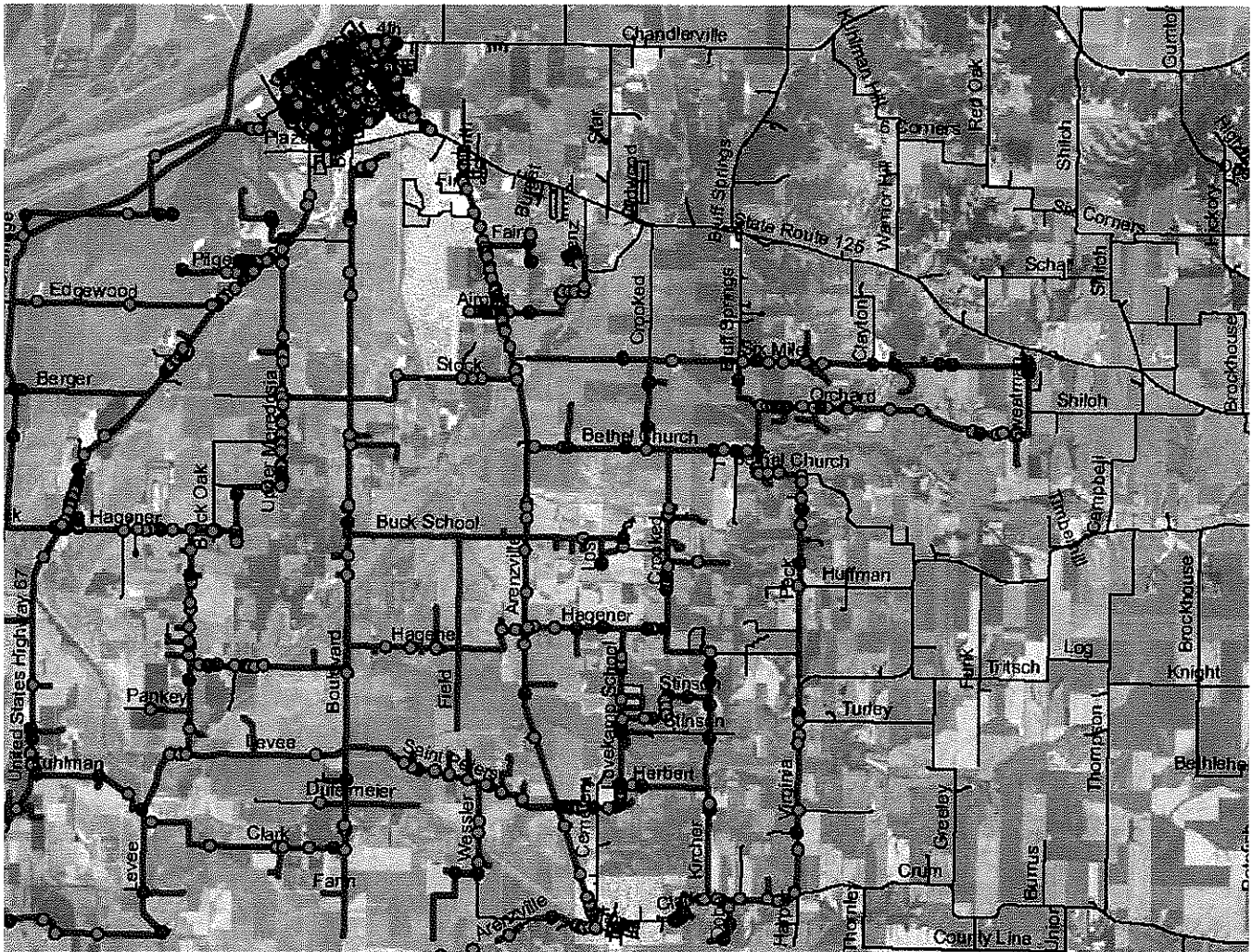


Sample Project Report

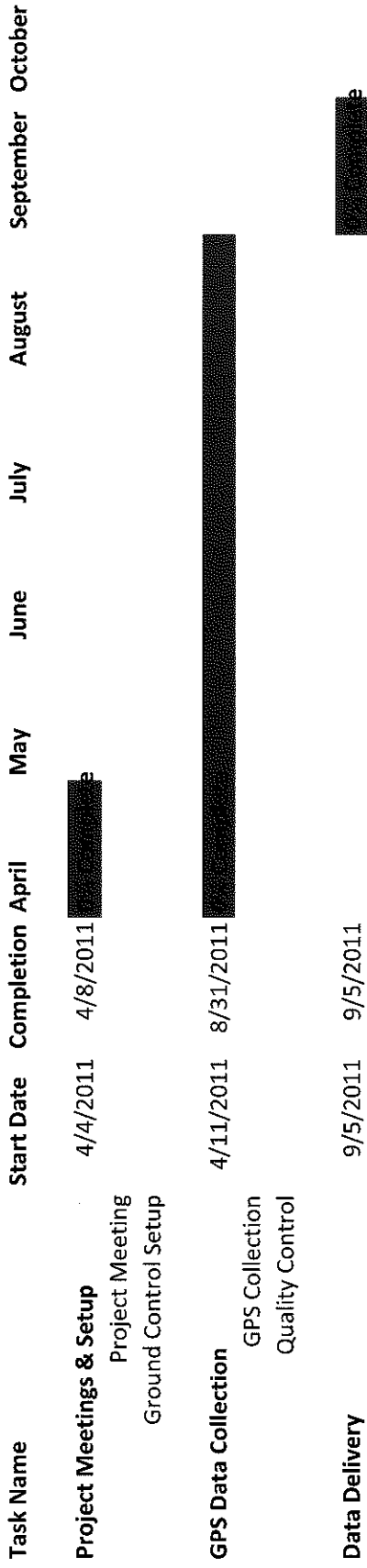
GPS Data Collected as of 01/21/2011

2495 points collected

Estimated 50% complete



Traffic Sign Inventory & GPS Locating Services Gantt Chart





Recommendations

An alternate approach to the collection of a Traffic Sign Inventory is to collect the data using a combination of vehicle mounted and handheld GPS data collectors. The data is not sub-centimeter accurate, however it is spatially accurate using the GPS data collector and the accuracy of photo interpretation of the aerial photography. Since the Village of Downers Grove has high resolution aerial photography, many of the posts for signs can be seen on the photo and the GPS point can be placed accordingly using ArcPad. When not seen, the technician can use the accuracy of the handheld GPS unit, or using other features on the aerial photo such as sidewalks and other visible features to correctly place the point where the sign belongs.

Out of the 250+ sign inventories that Mid-West GIS has collected, all of our clients have chosen this method because of the huge cost savings of not having to deploy an RTK setup. Traffic signs are a large enough feature that sub centimeter accurate GPS is not usually necessary, as this type of accuracy is normally reserved for features that are hard to find or the elevation value is necessary, such as manholes. Signs are normally six foot tall or more, and easy to locate in the field. One way in which survey grade accurate GPS may be necessary is where two signs are in close proximity, and a sub meter or sub foot GPS unit may place them in the wrong order. In order to avoid this, Mid-West GIS uses a manual placement method using the aerial photo to make sure the signs are placed in their correct location.

Using this method all signs are still collected, and placed in their appropriate geographic location, and all of the necessary attributes are collected as well. The only difference is the method and equipment used, and the result is the same; a complete and comprehensive Traffic Sign Inventory.

Cost for this method is a significant difference and will be identified in the Cost Proposal.



Terms & Conditions

Equal Opportunity Employer

Mid-West GIS is an Equal Opportunity Employer. This company does not and will not discriminate in employment and personnel practices on the basis of race, sex, age, handicap, religion, national origin or any other basis prohibited by applicable law. Hiring, transferring, and promotion practices are performed without regard to the above listed items.

Sexual Harassment

Mid-West GIS is committed to providing a productive and pleasant work environment. In keeping with this commitment, Mid-West GIS maintains a strict policy of prohibiting any type of harassment. Sexual harassment interferes with an employee's work performance and creates an intimidating, hostile and offensive work environment. Sexual harassment will not be tolerated.

Drug Free Workplace

It is the policy of Mid-West GIS to maintain a workplace that is free from the effects of drug and alcohol abuse. Specifically, any location at which Mid-West GIS business is conducted, whether at the Corporate Office, in the field or any other site, is declared to be a DRUG FREE WORKPLACE. This means:

Employees are prohibited from the

- unlawful possession
- use
- dispensation
- distribution
- manufacture

of controlled substances on work premises or work sites.



Specifications & Requirements

Contractor Contact and Performance Time

Primary Point of Contact:

Shane McDermott, President
Cell - (217) 242-1125
Email - shane@mid-westgis.com

Secondary Contact:

Joe Darnell, Vice President & Project Lead
Cell - (217) 440-6499
Email - joe@mid-westgis.com

Tara Seiler, Business Development Manager
Cell - (608) 617-9573
Email - tara@mid-westgis.com

Labor & Equipment

Mid-West GIS currently has the capacity to complete this project within the necessary timeframes, and is prepared to add it to our current workflow immediately upon being given notice to proceed.

Reference Standards

All Traffic Sign Inventories follow the MUTCD codes.

Assignment of Work

Mid-West GIS will not sub-contract any portion of this project. All work will be done by permanent full time employees of Mid-West GIS

Jobsite Safety

Mid-West GIS will follow all local and state regulations as well as OSHA and IDOL requirements.

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

MID-WEST GIS, INC.
Company Name

Date: 1-21-2011

307 S. 11TH ST.
Street Address of Company

SHANE@MID-WESTGIS.COM
Email Address

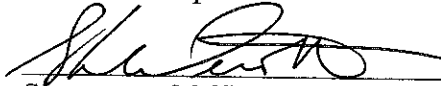
QUINCY, IL 62301
City, State, Zip

SHANE McDERMOTT
Contact Name (Print)

217-222-7793
Business Phone

217-242-1125
13-Hour Telephone

217-222-7794
Fax


Signature of Officer, Partner or
Sole Proprietor

SHANE McDERMOTT, PRESIDENT
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



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: MID-WEST GIS, INC.
ADDRESS: 307 S. 11TH ST
CITY: QUINCY
STATE: IL
ZIP: 62301
PHONE: 217-222-7793 FAX: 217-222-7794
TAX ID #(TIN): 20-8983619

(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: [Signature] DATE: 1-21-2011

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

TRAFFIC SIGN INVENTORY AND

With regard to GPS LOCATING SERVICE, proposer MID-WEST GIS, INC. hereby certifies
(Name of Project) (Name of Proposer)

the following:

1. Proposer 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. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer 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. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer 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. Proposer 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 Proposer 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. Proposer certifies that proposer 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 proposer, 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. Proposer 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. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer 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. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: [Signature]
Proposer's Authorized Agent

20-8983619

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 21st day of January 11.

Janiece Clifton
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of MID-WEST GIS, INC., and the full names of its Officers are as follows:

President: SHANE C. McDERMOTT

Secretary: JENNIFER L. McDERMOTT

Treasurer: JOSEPH M. DARNELL

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:

PROPOSER'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?

Insurer's Name _____

Agent _____

Street Address _____

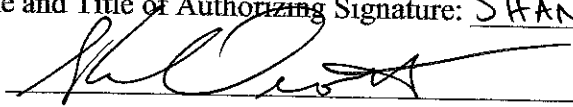
City, State, Zip Code _____

Telephone Number _____

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

Print Name of Company: MID-WEST GIS, INC.

Print Name and Title of Authorizing Signature: SHANE McDERMOTT, PRESIDENT

Signature: 

Date: 1-21-2011

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: MID-WEST GIS, INC.

Address: 307 S. 11TH ST.

City: QUINCY, IL Zip Code: 62301

Telephone: (217) 222-7793 Fax Number: (217) 222-7794

E-mail Address: SHANE@MID-WESTGIS.COM

Authorized Company Signature: 

Print Signature Name: SHANE MCDERMOTT Title of Official: PRESIDENT

Date: 1-21-2011

Campaign Disclosure Certificate

Any contractor, proposer, Proposer 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.

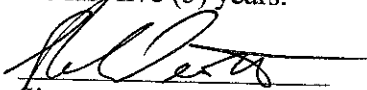
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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/proposer/Proposer/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: _____

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


Signature

SHANE McDERMOTT
Print Name

Proposer/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

Print Name



Cost Proposal

This project is a **lump sum project**. Billing will be done on a monthly basis. All work done for each month will be billed by the hour. The total cost of the project is not to exceed the total stated below.

The project will encompass the following tasks:

	Cost
GPS Collection of Traffic Control Signs (RTK Sub Centimeter) -----	\$59,000

Alternate Method:

GPS Collection of Traffic Control Signs (Vehicle Mounted & Handheld GPS) -----	\$42,000
--	----------

This cost is good for 90 days from the date on this proposal. After that time expires, the project cost will have to be re-evaluated.

Shane McDermott is an authorized Agent of Mid-West GIS and can agree to and sign all contractual agreements.

2011-2015 Capital Project Sheet

Project # **TR-019**

Project Description **Village Wide Sign Inventory**

Project summary, justification and alignment to Strategic Plan

This project involves locating and identifying all signs on Village streets, and measuring their retro-reflectivity. A federal mandate requires that this be completed before the year 2012.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future	TOTAL
									Years	
Professional Services		X		50,000						50,000
Land Acquisition										-
Infrastructure										-
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				50,000	-	-	-	-	-	50,000

Funding Source(s)

220-Capital Improvements Fund	▼	50,000								50,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES		50,000	-	-	-	-	-	-	-	50,000

Project status and completed work

All work will be completed in 2011.

Grants (funded or applied for) related to the project.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Internal staff information:

Priority Score **Medium**

Project Manager:

Stan Balicki

Program: **344**

Department:

Public Works