

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
NOVEMBER 12, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Purchase of New GPS Emergency Vehicle Pre-Emption (EVP) Intersection and Vehicle Sensing Devices	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, Director of Public Works

SYNOPSIS

A resolution is requested to award a contract for the purchase of ten (10) new intersection Global Positioning Satellite (GPS) Emergency Vehicle Pre-Emption (EVP) devices and six (6) matching in-vehicle component devices to Traffic Control Corporation Inc., of Woodridge, Illinois in the amount of \$74,995.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

This purchase is unbudgeted. There is sufficient budget authority in the Equipment Replacement Fund and the Asset Forfeiture Fund.

RECOMMENDATION

Approval on the November 12, 2013 consent agenda.

BACKGROUND

The Village is proposing to purchase ten (10) new intersection GPS-EVP units and a set of six (6) GPS-EVP units for Village emergency vehicles from Traffic Control Corporation. The purchase will be an upgrade to existing traffic signal control devices that do not reliably activate traffic signals for emergency vehicles due to physical obstacles such as tree foliage.

This upgraded technology relies on GPS technology to activate the signal via a receiver mounted on a traffic signal mast arm. With the purchase of these initial units, staff will equip the most sensitive intersections and vehicles first. In following years the Village will continue to upgrade the remainder of the intersections and emergency vehicles.

The Village proposes to purchase these GPS/EVP Intersection and Vehicle Sensing devices from Traffic Control Corporation (TCC), which is the Village's Sole Source provider for traffic signals, pedestrian and pre-emption equipment, and has consistently provided excellent service to the Village.

ATTACHMENTS

Resolution
Price Quote
Addendum

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT AND ADDENDUM BETWEEN THE VILLAGE OF DOWNERS GROVE
AND TRAFFIC CONTROL CORPORATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement and Addendum (the “Agreement”), between the Village of Downers Grove (the “Village”) and Traffic Control Corporation (“Traffic Control Corporation”), for GPS Opticom Traffic Signal Control Equipment, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

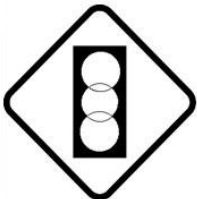
4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



TRAFFIC CONTROL CORPORATION

10435 Argonne Woods Drive
Woodridge, IL 60517
(630) 543.1300 • Fax (630) 543.5050
www.trafficcontrolcorp.com

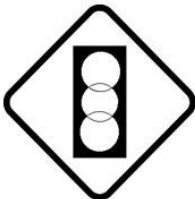
Quotation

Quotation # E06009-01
Quotation Date: 10/03/2013
Customer Number: 013050
Salesperson: MB

**DOWNERS GROVE, VILLAGE OF
PUBLIC WORKS DEPARTMENT
5101 WALNUT AVENUE
DOWNERS GROVE IL 60515
PHONE: (630)434-5460 FAX: (630)434-5494
Attention : DORIN FERA**

**Book/
Contract: OPTICOM GPS**

Item	Part No. /Description	Quantity	Unit Price	Extended Price
001	GPS INTERSECTION Opticom GPS Intersection Matched Components Model 1010 GPS Antenna Model 764 Multimode Phase selector Model 768 Interface Panel Model 760 Card Rack	5.00 SET	5,899.00	\$ 29,495.00
002	GPS INTERSECTION Opticom GPS Intersection Matched Components Model 1010 GPS Antenna Model 764 Multimode Phase selector Model 768 Interface Panel Model 760 Card Rack BUY ONE GET ONE FREE (LINE ITEM 1)	5.00 SET	0.00	\$ 0.00
003	MODEL 1070 GPS Installation Cable	2,500.00 FT	0.60	\$ 1,500.00
004	MODEL 1070 GPS Installation Cable BUY ONE GET ONE FREE (LINE ITEM 3)	2,500.00 FT	0.00	\$ 0.00
005	INTER SITE SURVEY INTERSECTION SITE SURVEY	10.00 EA	300.00	\$ 3,000.00
006	INT SET-UP & ASSISTANCE INTERSECTION SET-UP AND TURN ON ASSISTANCE	10.00 EA	500.00	\$ 5,000.00



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**Book/
Contract: OPTICOM GPS**

Item	Part No. /Description	Quantity	Unit Price	Extended Price
007	GPS VEHICLE KIT OPTICOM GPS VEHICLE KIT	3.00 EA	3,000.00	\$ 9,000.00
008	GPS VEHICLE KIT OPTICOM GPS VEHICLE KIT BUY ONE GET ONE FREE (LINE ITEM 7)	3.00 EA	0.00	\$ 0.00
009	ONSITE Opticom Onsite Programming Software (OFFERED AT NO CHARGE TO VILLAGE OF DOWNERS GROVE)	1.00 EA	0.00	\$ 0.00
010	GPS INTER INSTL OPTICOM GPS INTERSECTION INSTALLATION TRAINING	1.00 EA	1,000.00	\$ 1,000.00
011	GPS OPER TRAINING OPTICOM GPS OPERATOR TRAINING	1.00 EA	1,000.00	\$ 1,000.00
012	MMM-76-0301-4373-1 CENTRAL MANAGEMENT SOFTWARE BASIC LICENSE 1-75 INTERSECTIONS	1.00 EA	25,000.00	\$ 25,000.00
			Total Items Price	\$ 74,995.00

**TERMS: BASED ON CREDIT APPROVAL AT TIME OF ORDER
PRICES FIRM FOR 30 DAYS
PRICES BASED ON PURCHASING ALL ITEMS IN QUANTITIES LISTED**

**ADDENDUM A TO CONTRACT FOR PURCHASE OF
GPS OPTICOM EQUIPMENT**

The following additional terms shall apply to the contract to purchase GPS Opticom equipment (#E06009-01) between Traffic Control Corporation ("Contractor") and the Village of Downers Grove ("Village"):

A. COPYRIGHT/PATENT INFRINGEMENT

The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

B. CAMPAIGN DISCLOSURE

Contractor shall execute the Campaign Disclosure Certificate, attached hereto as Exhibit A.

C. SUBLETTING OF CONTRACT

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

D. 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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 Contractor 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 60515.

E. PATRIOT ACT COMPLIANCE

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

F. NONDISCRIMINATION

Contractor 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 Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, 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. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 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.

G. SEXUAL HARASSMENT POLICY

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

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Contractor's internal complaint process including penalties;

- 14.1.5 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
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

H. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor'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 Contractor 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 Contractor agrees as follows:

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.

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.

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.

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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources

when necessary to fulfill its obligations thereunder.

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.

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.

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 Contractor 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 Contractor 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.

I. DRUG FREE WORK PLACE

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

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 Contractor'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.

Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Contractor'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.

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.

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 from an employee or otherwise receiving actual notice of such conviction.

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.

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.

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

J. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor 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 Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor 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 Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor 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 Contractor, its employees, or its Subcontractors.

CONTRACTOR:

Traffic Control Corporation

Company Name

Date: 11/6/13

10435 Argonne Woods Dr.

Street Address of Company

mbright@trafficcontrolcorp.com

Email Address

Woodridge, IL 60517

City, State, Zip

Mitch Bright

Contact Name (Print)

630-543-1300

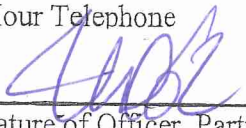
Business Phone

630-543-1300

24-Hour Telephone

630-543-5050

Fax


Signature of Officer, Partner or

Sole Proprietor

John LIZZADRO - Pres.

Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Signature of Village Clerk

Title

Date

Date

EXHIBIT A - CAMPAIGN DISCLOSURE CERTIFICATE

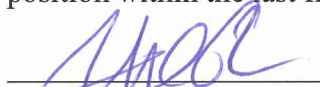
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 agreements, Contractor 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:

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


Signature

John Lizzadro
Print Name

☐ Contractor/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