

VILLAGE OF DOWNERS GROVE
Report for the 12/19/2017 Council Meeting

SUBJECT:	SUBMITTED BY:
Award of Annual Maintenance Contract Multi-Space Parking Revenue Terminals	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize execution of a contract for the annual maintenance of the Village's eleven (11) existing multi-space parking revenue terminals to Total Parking Solutions, Inc., of Downers Grove, Illinois in the amount of \$22,440.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY18 Budget includes \$25,000 in the Parking Fund, (Page 4-27, Line 20) for this contract.

RECOMMENDATION

Approval on the December 19, 2017 consent agenda.

BACKGROUND

This is a one-year contract with Total Parking Solutions, Inc. to maintain the parking revenue terminals serving commuter parking located at Belmont Road, Main Street and Fairview Avenue Metra Stations.

The Village currently has 11 multi-space parking revenue terminals: five at Belmont Road Metra Station, five in the Parking Deck and one at the Fairview Avenue Station.

Total Parking Solutions, Inc. is the Village's sole source provider for parking revenue terminals and has consistently provided excellent service to the Village.

ATTACHMENTS

Resolution
Contract

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND TOTAL PARKING SOLUTIONS, INC.
(Multi-Space Parking Pay Terminals)**

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 (the "Agreement"), between the Village of Downers Grove (the "Village") and Total Parking Solutions, Inc. (the "Vendor"), for maintenance and web support for eleven (11) multi-space parking pay terminals, 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

**Comprehensive Service & Maintenance Contract for Parking Terminals
Preventative Maintenance (Including Parts & Labor) and
WebOffice™ Monitoring System Contract**

***A. Parking Terminals Preventative Maintenance
(Including Parts and Labor)***

Commencement Date: 1-1-18

Term of Contract: January 1, 2018 through December 31, 2018

Customer: Village of Downers Grove

Contract Number: 00070

Service Provided By: Total Parking Solutions, Inc.
2721 S. Curtiss Street
Downers Grove, IL 60515

Locations: 1. Belmont Road
2. Main Street
3. Fairview Ave.

5 Compact XL Pay by Space terminals @ Belmont Road - Metra Sta.

** 3 terminals South of BNSF tracks inside shelter
* 2 terminal North of BNSF tracks inside canopy*

5 Compact XL Pay by Space terminals @ Main Street - Metra Sta.

** 4 terminals on Level 1 of Parking Deck
* 1 terminal on Level 4 of Parking Deck*

1 Compact104 XL Pay by Space terminal @ Fairview Ave. - Metra Sta.

** 3 terminal South of BNSF tracks under canopy*

Comprehensive Service & Maintenance Contract for Parking Terminals Preventative Maintenance (Including Parts & Labor) and WebOffice™ Monitoring System Contract

Principal Objective:

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

Contract type:

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

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

Preventative Maintenance:

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

WebOffice™ and Software:

Total Parking Solutions will provide all terminal software upgrades and WebOffice™ updates as they become available from Cale Support. This includes any customer changes, i.e. rates, space #'s, or informational displays that can be made via remote WebOffice access, providing Total Parking is notified 72 hours prior to date required. Terminal graphics for rate changes are invoiced at \$35 per terminal.

Customer Responsibilities:

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

Service Calls:

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

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

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

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

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

Service Reporting and Technical Support:

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

Replacement Parts:

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

Term of Contract:

The term of this contract shall be for a period of one year unless otherwise specified. Customer has the right to terminate the contract with 30 days' notice. This contract is binding. However, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written, 30 day notice prior to termination.

Price Deviations:

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

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Exhibit A:

TERMINALS MAINTENANCE INSPECTION DETAILS

Total Parking Solutions will perform the following procedures during all preventive service and maintenance visits:

- Clean and inspect tension and connectivity of all cable connections
- Remove and clean coin validator
- Remove and clean bill acceptor and inspect belts and rollers for wear
- Remove and clean printer moving parts and thermal printing head
- Inspect and clean card reader read heads with alcohol impregnated pads
- Inspect receipt paper sensor and armature, adjust if necessary
- Electronic systems diagnostics check
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary
- Check soundness of door gaskets / Check for any evidence of moisture entering the machine
- ~~Conduct a general housekeeping interior housing of machine~~
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti
- Test the charging voltage being received at the battery
- Inform customer of parts in need of replacement

Materials Used in Preventative Maintenance:

- Aervoe Tef-Lube (multi-component lubricant w/PTFE)
- Dust Air electronics pressure air spray
- Cash Cleaner bill acceptor cleaning cards
- Thermal Printer Kleen pens (print head cleaner)
- Original Rain-Ex cleans and lubricates coin acceptor chute
- Eco-Line electronic contact cleaner
- Generic spray graffiti cleaner (Home Depot)

Comprehensive Service & Maintenance Contract for Parking Terminals Preventative Maintenance (Including Parts & Labor) and WebOffice™ Monitoring System Contract

B. WebOffice™ Monitoring System Pay By Space Parking Equipment

Principal Objective:

Total Parking Solutions, Inc. will directly undertake to provide a reliable, system telemetry monitoring program to our customers; thereby ensuring that the customer can monitor all equipment within the limit of this contract remotely.

Contract Type:

The contract shall be for the WebOffice™ monitoring service of Cale Pay & Display / Pay-By-Space machines at the locations specified in "Locations" below.

This contract covers WebOffice™ Telemetry monitoring including all maintenance alarms, statistical and financial information, credit card data transfer and remote enforcement.

Description of Service:

Full parts and labor contract with quarterly preventative maintenance program

Technical Support Help-Desk:

We provide telephone assistance at no extra charge for parking operator's staff to call our help-desk for on-site assistance.

630.241-1984

Passwords for WebOffice™ Telemetry Monitoring Service:

To be issued when contract is signed.

Price Variations:

The current prices, for WebOffice™ telemetry monitoring, shall be held firm for a period of 12 months from the date of commencement of contract. Prices after that date may be subject to annual revision and agreement. Total Parking Solutions shall state the index (or indices) to be used in this revision. In the absence of a quoted index being accepted, the U.S. consumer price index shall be used. Total Parking undertakes that there shall be no variations to the prices at any other time during the contract.

Comprehensive Service & Maintenance Contract for Parking Terminals Preventative Maintenance (Including Parts & Labor) and WebOffice™ Monitoring System Contract

Right of Termination:

Customers reserve the right to terminate this service contract with 30 days written notice anytime. There will be a cancellation fee per machine for the cellular modem service as determined by the wireless carrier.

Locations:

- 1. Belmont Road**
- 2. Main Street**
- 3. Fairview Ave.**

5	Compact XL Pay by Space terminals @ Belmont Road - Metra Sta.
	<i>* 3 terminals South of BNSF tracks inside shelter</i> <i>* 2 terminal North of BNSF tracks inside canopy</i>

5	Compact XL Pay by Space terminals @ Main Street - Metra Sta.
	<i>* 4 terminals on Level 1 of Parking Deck</i> <i>* 1 terminal on Level 4 of Parking Deck</i>

1	Compact 104XL Pay by Space terminal @ Fairview Ave. - Metra Sta.
	<i>* 1 terminal South of BNSF tracks under canopy</i>

11 machines x \$1,080/each	= \$ 11,880.00
11 Web Office™ Monitoring x \$960/each	= \$ 10,560.00
TOTAL 2018 COST	= \$22,440.00

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**ADDENDUM A TO COMPREHENSIVE SERVICE AND MAINTENANCE
CONTRACT FOR PARKING TERMINALS PREVENTATIVE
MAINTENANCE INCLUDING PARTS AND LABOR AND
WEBOFFICE™ MONITORING FOR:**

The following additional terms shall apply to contract number 00070 effective date of January 1, 2018 between Total Parking Solutions, Inc. ("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.

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.

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

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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(c) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are

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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

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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

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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.

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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.

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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:

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


Signature

Thomas Zawacki
Print Name

☐ Bidder/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)

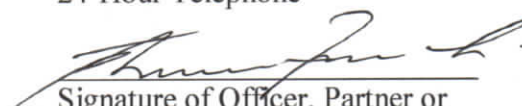
To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

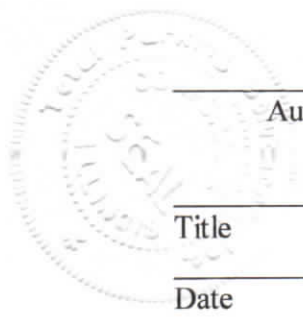
Signature

Print Name

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CONTRACTOR:	
<u>Total Parking Solutions</u> Company Name <u>2721 Curtiss St.</u> Street Address of Company <u>Downers Grove IL 60515</u> City, State, Zip <u>630-241-1984</u> Business Phone <u>630-241-1985</u> Fax	Date: <u>12-15-17</u> <u>tzawacki@totalparking.net</u> Email Address <u>Tom Zawacki</u> Contact Name (Print) <u>630-241-1984</u> 24-Hour Telephone  Signature of Officer, Partner or Sole Proprietor <u>Thomas Zawacki Pres.</u> Print Name & Title
ATTEST: If a Corporation _____ Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:



_____ Authorized Signature _____ Title _____ Date	ATTEST: _____ Signature of Village Clerk _____ Date
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