

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
OCTOBER 14, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Compressed Natural Gas (CNG) Fueling Station Improvements	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested authorizing the execution of a contract for Compressed Natural Gas (CNG) Fueling Station Improvements with Dual Fuel Systems, Inc. of Batavia, Illinois in the amount of \$42,660.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The FY14 budget includes \$35,000 in the Equipment Replacement Fund for the CNG Fueling Station Improvements. The recommended proposal is over budget for this line item by \$7,660. The Equipment Replacement Fund budget includes sufficient budget authority for this expense. Costs for this upgrade are offset by revenues from the CNG station.

RECOMMENDATION

Approval on the October 14, 2014 consent agenda.

BACKGROUND

The scope of this project includes the purchase and installation of a new CNG storage vessel for the natural gas fueling station located at the Village’s Public Works Facility as well as a fast-fill pistol type fueling nozzle. Installation of the new storage vessel will increase the station’s fuel capacity by about 50 percent to 180 gas gallon equivalents (GGE’s), and will support a growing number of natural gas powered vehicles. The Village owns and operates 28 CNG vehicles, 14 of which have been added within the past three years. There are also 12 private fleet customers fueling CNG vehicles at the site. The CNG dispensed at the site has steadily increased from 7,500 GGE’s in 2011 to 35,000 GGE’s to date in 2014. Without additional storage vehicles will experience delays in fueling and the proper operation of the station will be affected.

Staff developed a Request for Proposals (RFP) seeking services from a qualified vendor to provide the specified CNG Fueling Station Improvements in accordance with the Village Purchasing Policy. Four proposals were received from three vendors with pricing information summarized in the table below.

Service Provider	Proposed Price
WEH Technologies, Katy, TX	\$2,330
WEH Technologies, Katy, TX	\$3,755
Dual Fuel Systems, Inc., Batavia, IL	\$42,660
Zeit Energy, Dallas, TX	\$68,426

The two proposals provided by WEH Technologies include only variations of the fast-fill nozzle they produce. Dual Fuel Systems submitted a complete proposal and originally built the Village’s CNG station in 2001. Dual Fuel also provides non-contract maintenance and repair services.

ATTACHMENTS

Contract Documents – Dual Fuel Systems



DUPLICATE

REQUEST FOR PROPOSAL

Name of Proposing Company: DUAL FUEL SYSTEMS, INC.

Project Name: CNG Fueling Station Improvements
Proposal No.: RFP-0-65-2014/IT
Proposal Due: September 22, 2014, 11:00 a.m.
Pre-Proposal Conference: None

Required of All Proposers:

Deposit: No
Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No
Certificate of Insurance: Yes

Legal Advertisement Published: September 8, 2014

Date Issued: September 8, 2014

This document consists of 33 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

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 60515.

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. PROPOSER'S RESPONSE TO RFP
- V. 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, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **September 22, 2014, 11:00 a.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 the 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.
- 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 the Village's proposers 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, bonds, royalties, transportation charges, use of all tools and equipment, 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. PRE-PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

4.2 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 the 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.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within ten (10) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

8.1 The Village 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 Proposals will not be waived.

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

10.1 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.

11. SPECIAL HANDLING

11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

12.1 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 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 Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

13.1 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 it 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.

13.2 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 1964, 42 U.S.C. Sec. 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. Sec. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The Proposer, 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 Proposer'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.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 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 performance of this Contract, the Proposer agrees as follows:

15.1.1 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 disability unrelated to ability, military status, order of protection status, 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.

- 15.1.2 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.
- 15.1.3 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 disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 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.
- 15.1.5 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.
- 15.1.6 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.
- 15.1.7 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 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 subdivisions or municipal corporations.

16. DRUG FREE WORK PLACE

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

- 16.1 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.
- 16.2 Establishing a drug free awareness program to inform employees 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.
- 16.3 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.
- 16.4 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 from an employee or otherwise receiving actual notice of such conviction.
- 16.5 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.
- 16.6 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.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors

shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

18. PREVAILING WAGE ACT

- 18.1 If applicable, Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor 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. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 18.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 five (5) years from the date of the last payment on the public work.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer 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.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic

control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.

- 18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

19. PATRIOT ACT COMPLIANCE

- 19.1 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 Contract 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.

20. INSURANCE REQUIREMENTS

- 20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile	\$1,000,000	Each Accident

Village of Downers Grove

Liability

Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

21. COPYRIGHT/PATENT INFRINGEMENT

- 21.1 The Proposer 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 Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage,

personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

24. BUY AMERICA

24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

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

25.2 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.

25.3 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.

25.4 By signing the bid or proposal documents, contractor/proposer/bidder/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.

26. SUBLETTING OF CONTRACT

26.1 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.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

27. TERM OF CONTRACT

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

29. BILLING & PAYMENT PROCEDURES

- 29.1 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.

- 29.2 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 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.

- 29.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said

records.

29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

30.1 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.

31. STANDARD OF CARE

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

31.2 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.

31.3 For Professional Service Agreements (i.e. Engineer, Consultant): 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.

32. GOVERNING LAW

32.1 This Contract 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.

33. SUCCESSORS AND ASSIGNS

33.1 The terms of this Contract 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 Contract 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 subcontractors.

34. WAIVER OF CONTRACT BREACH

34.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

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

36. NOT TO EXCEED CONTRACT

36.1 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 initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, 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.

38. NOTICE

38.1 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.

39. COOPERATION WITH FOIA COMPLIANCE

39.1 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.

40. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

40.1 If the work contemplated by this Contract is funded or financed in whole or in part with State

Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

III. DETAILED SPECIFICATIONS

CNG FUELING STATION IMPROVEMENTS

BACKGROUND

The Village of Downers Grove owns and operates a fast-fill compressed natural gas (CNG) fueling station. CNG-powered vehicles require 24 hour-per-day, seven day per week access for fueling. Each CNG-powered vehicle has a nominal filling requirement of between 10 GGE (light duty vehicles) and 60 GGE (snow plow trucks). The system improvements shall be furnished in accordance with the requirements of NFPA 52, and are to be comprised, at a minimum, of the following major equipment items:

- Spherical CNG ground storage vessel with a capacity of 11,300-12,350 scf at 5,000 psig, rated at 5,500 psig minimum
- One WEH® fueling nozzle TK17 CNG for fast filling of cars (NGV1), single-handed operation, self-service, twin hose system, external 3-way valve, 200 bar / 250 bar
- Interconnecting piping

DOCUMENTATION

The Contractor shall provide a complete set of documentation for operation and maintenance of the CNG components. The Contractor shall provide documentation that is both complete and code compliant. Applicable codes include National Fire Protection Association (NFPA) Code 52 that contains specific language concerning the content of the documentation required for this project.

In addition to the manuals, the Contractor shall provide written certification that the delivered equipment meets the design specification and has been tested according to good engineering practices and complies with all applicable code requirements.

NOTE: Where manufacturers' manuals and leaflets are included in the above documentation, the Contractor shall clearly indicate all information that is not relevant to the specific equipment being supplied.

The Operation and Maintenance (O&M) Manuals furnished for this project shall be consistent with NFPA 52. The Contractor shall be responsible for determining the adequacy of each O&M Manual as to content, organization, and quality.

CODES

The Contractor shall comply with the latest editions of all applicable codes. The appropriate government authorities shall determine the codes that are in force and effect at the time of bidding. The following codes are applicable to this project as of distribution of this RFP: however, the

Contractor shall confirm that the cited codes are applicable at the time the construction proposal is submitted to the Village.

- NFPA 52, Vehicular Fuel Systems Code, 2010 or latest edition.
- NFPA 70, National Electric Code (latest edition).
- NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages (latest edition).

Note that these codes incorporate, by reference, portions of numerous other design and building codes, which are not listed here. In addition to adhering to the applicable codes, the Contractor shall perform the design, construction, installation and test of the CNG components with a degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar tasks. The equipment shall be safe and reliable and perform as specified and intended.

SCOPE OF WORK

The following items will be required as part of this project and should be included in the Contractor's costs for this project:

- 1) Procurement and installation of an ASME-certified CNG ground storage vessel with a minimum nominal total capacity of 11,300-12,350 scf at 5,000 psig and rated for 5,500 psig. A sphere may be used for the storage. Storage vessel should be complete with ASME safety relief device and properly designed support structure and vent stack. Vessel to be supplied with a support structure for stable mounting to an existing concrete pad.
- 2) Procurement and installation of one (1) WEH® fueling nozzle TK17 CNG for fast filling of cars (NGV1), single-handed operation, self-service, twin hose system, external 3-way valve, 200 bar / 250 bar
- 3) Commissioning and start-up of the expanded CNG fueling station and demonstration of proper equipment operation.
- 4) Provision of training to Village personnel in the routine operations and maintenance of the facility.
- 5) Delivery of all documentation to Village.
- 6) Provision of a one-year written warranty on materials and labor covering all systems, components, and materials that comprise the new CNG system components.

The Contractor shall use proven, industry-standard equipment and hardware in the construction of these improvements, as approved by the Village. All equipment shall be new and unused. The Contractor shall use packaged-units and skid-mounted equipment, wherever practical, to simplify the configuration and construction process.

CNG Storage Vessel

ASME CNG spherical storage vessel shall be provided. The total capacity of the vessel shall be 11,300-12,350 scf at 5,000 psig and must be rated for a MAWP of 5,500 psig. The storage vessel shall be designed, fabricated, tested and stamped in compliance with the ASME Boiler and Pressure Vessel Code, Section 8, Division 1. Cylindrical vessels shall not be permitted, and spherical vessels shall be constructed from welded plates. A suitable concrete foundation for the vessel shall be provided by the Village as part of this contract.

The CNG storage vessel shall be located outside of the existing CNG fueling station building and shall have the appropriate relief valves and vent stack as required by code.

The CNG storage vessel shall be equipped with a full-port manual ball valve at the inlet/outlet connections, and a "Y" valve for mounting and isolating pressure relief valves capable of being locked in the open position. Valves shall have stainless steel bodies and trim, and shall be designed for a working pressure of 6,000 psig and a set pressure of 90% of the vessel MAWP rating.

High Pressure Tubing

If any high-pressure tubing is required to be installed below grade it shall be continuous and suitably protected by a continuous polyethylene or PVC sleeve. Sleeves used to protect buried gas tubing shall have a minimum inside diameter of three inches, and shall consist of SDR 11 high-density polyethylene pipe, or Schedule 40 PVC pipe. The radius of curvature of any conduit elbow used to house gas tubing shall not be less than four feet. Tubing penetrations through sleeve ends shall be sealed by a watertight UV-resistant sealant, such as hardening silicone.

Swagelok, Bi-lok®, Hoke, or Parker A-lok tube fittings shall be used outside of the priority valve panel. The Contractor shall use tube fittings from a single manufacturer throughout the project so as to simplify identification of appropriate repair parts. The Contractor shall use 300-series stainless steel fittings with stainless steel tubing. Personnel who install tubing and tube fittings shall be trained and certified by the fitting manufacturer for such activity and proof of such training shall be provided to the Village prior to installation. The Contractor shall provide the appropriate high-pressure tubing test reports from the manufacturer to the Village.

CNG tubing shall be drawn, seamless stainless steel, manufactured and labeled in compliance with ASTM A269 or A213, or equivalent and fabricated with TP 304 or TP 316 stainless steel. Tubing system must be designed in accordance with ASME B31.3 for a design pressure of up to 5,500 psig. All tubing shall be installed neatly and in a workman-like manner. All tubing shall be properly anchored and supported and shall be protected from impact.

As CNG tubing expands and contracts in response to its wide range of operating pressures, Parker ParKlamp assemblies or approved similar resilient anchors, shall be used to support gas tubing. All tubing installed above ground shall be from straight "stick" stock and shall not be from rolled stock.

START-UP AND COMMISSIONING

The Contractor shall be responsible for the commissioning, start-up, adjustment, preliminary maintenance, and checkout of all equipment and instrumentation. If any equipment or system does not operate according to the manufacturer's specifications; this performance specification; or the Contractor's proposal, drawings, specifications and project submittals; the Contractor shall immediately repair or replace components until they operate properly.

The Contractor shall provide on-site support to supervise the start-up and commissioning process for a minimum period of one (1) business day (Monday - Friday). Startup will be considered complete when flow, function tests, and calibration have been satisfactorily completed. Personnel designated

by the Village of Downers Grove to operate the facility shall be present during the start-up phase and, as part of the training process, shall perform any tasks relative to their respective job titles under the direct supervision of the Contractor.

After installation is complete, Contractor shall demonstrate to the Village that the systems operate in accordance with the intent and meaning of this performance specification; the Contractor's drawings and specifications; and the manufacturer's specifications and recommendations. The Contractor will be required to demonstrate to the Village the successful and repeated operation of all components of bulk storage, dispensing and metering during a scheduled 72-hour period. The Contractor shall document in writing the official start and ending times for this 72-hour period, complete with signatures from the proper Village officials. Scheduling and documentation of the start and end of this demonstration period shall be the responsibility of the Contractor. The Village will use the following performance criteria in reviewing the operation of the delivered CNG refueling station.

Operation / Minimum Performance Criteria

Tie-in of new CNG ground storage to the existing priority panel system under the direction of the Village or their technical representative.

By-pass of CNG ground storage by priority panel system when storage is empty and CNG fuel is required at the dispenser

It is only upon the demonstration of the above, in addition to the other requirements of this RFP that the facility will be considered complete and accepted by the Village and the one-year warranty period started.

The Contractor and Village representative shall agree that personnel have been adequately trained in operation and maintenance of the facility, including all emergency procedures, before the Village accepts responsibility for facility operation and maintenance.

Delivery of the equipment to the Village will be dictated per the above performance testing requirements and other deliverables.

TESTING AND INSPECTION

Each piece of equipment shall be inspected and tested by the Contractor to the satisfaction of the Village and to verify compliance with this performance specification before the facility is put into normal day-to-day operation.

When the equipment start-up is complete, the Contractor shall submit appropriate test reports to the Village to verify compliance as part of the documentation requirements.

TRAINING

The Contractor shall provide training for Village employees designated by the Village to operate the facility. One training session will be required. This training shall be consistent with the requirements of NFPA 52.

The training provided by the Contractor shall include, as a minimum, the following elements:

- An overview of the new equipment's integration into the existing facility and its operation.
- An overview of each piece of equipment, including its function as part of the total system.
- Instruction on routine daily operations and maintenance checks.
- Instructions on safety and emergency procedures.

Training shall include hands-on training during the actual start-up of the facility. Wherever possible, the Contractor shall utilize factory-trained personnel or factory-provided training materials. The Village shall determine which employees are to receive training.

WARRANTY

The Contractor shall guarantee in writing all facility equipment and workmanship for a period of one year, commencing after the date of final completion and acceptance of the facility by the Village. The one-year warranty period shall not commence until the stated provisions have been fulfilled and the Village has accepted the facility.

EXPERIENCE REQUIREMENTS

The Contractor shall be required before the award of any contract to show to the complete satisfaction of the Assistant Director of Public Works 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 Assistant Director of Public Works in regard to the Contractor's qualifications. The Assistant Director of Public Works shall make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The Assistant Director of Public Works reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the Assistant Director of Public Works 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 contracts or services with the Village and other municipalities within the last five (5) years.

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

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:

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.

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

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. Describe the planned testing methodology and field approach to the project. Account for potential problems to be expected and the possible techniques to be employed for solving those problems.

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.

Cost Proposal

In conjunction with the proposal, vendors shall also submit one (1) original and two (2) copies of the cost proposal (all costs).

PROPOSAL EVALUATION PROCESS

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

Village of Downers Grove

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 an agreement for this project.

IV. PROPOSER'S RESPONSE TO RFP

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



Quote
2633

Quote Date
Sep 19, 2014

1245 Paramount Parkway Batavia, IL 60510
Office 630-406-5700 Fax 630-406-5705

SOLD TO:

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515-4074

SHIP TO:

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515-4074

Customer ID	Customer PO	Payment Terms	
18575	2633	Net 15 Days	
Customer Phone	Customer Fax	Good Through	Page number
630-434-5500	630-434-5498	Oct 19, 2014	1

Quantity	Item	Description	Unit Price	Amount
1.00		Allied Equipment Compressed Natural Gas Storage Sphere	34,056.00	34,056.00
		• 48" Inside Diameter		
		• 5,500 o 10,000 PSI design pressure		
		• Fabricated to ASME Code Section VIII, Division 1 or 2		
		• 33.5 Cubic Ft. Water Volume		
		• 1" Relief Valve with Isolation and Bleed Block Included		
		• 1/2" Drain Valve Included		
		• Outer Dimensions 63"(H) x 56"(W)		
		• Weight 8,735 lbs		
		• White Epoxy Paint		
4.00		hours of Crane Rental of off load and set two spheres at	311.75	1,247.00
		Downers Grove...not to exceed 4 hours		
1.00		1/2" x .083 Stainless Steel Tube and fittings	353.00	353.00
8.00	CNG LABOR	Site Supervision	84.75	678.00
8.00	CNG LABOR	On Site Construction	176.50	1,412.00
		• Set storage tubes		
		• Fasten Storage Spheres to concrete pad		
		• Provide labor to connect spheres to existing CNG		
		storage		
1.00		WEH Fueling Nozzle TK17 CNG for fast filling cars (NGV1)	3,738.00	3,738.00

Check/Credit Memo No:

Subtotal
Sales Tax

Continued
Continued

TOTAL **Continued**



Quote
2633

Quote Date
Sep 19, 2014

1245 Paramount Parkway Batavia, IL 60510
Office 630-406-5700 Fax 630-406-5705

SOLD TO:

SHIP TO:

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515-4074

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515-4074

Customer ID	Customer PO	Payment Terms	
18575	2633	Net 15 Days	
Customer Phone	Customer Fax	Good Through	Page number
630-434-5500	630-434-5498	Oct 19, 2014	2

Quantity	Item	Description	Unit Price	Amount
1.00		Freight	1,176.00	1,176.00

Check/Credit Memo No:

Subtotal 42,660.00
Sales Tax

TOTAL 42,660.00

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 Proposal Is To Be Considered For Award

PROPOSER:

Dual Fuel Systems, Inc.

Company Name

Date: Septmeber 19, 2014

1245 Paramount Parkway

Street Address of Company

john@diversifiedfleetservices.com

Email Address

Batavia, IL 60510

City, State, Zip

C. John Schwab

Contact Name (Print)

(630) 406-5700

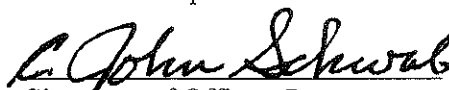
Business Phone

(630) 406-5700

24-Hour Telephone

(630) 406-5705

Fax



Signature of Officer, Partner or
Sole Proprietor

C. John Schwab, 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: Dual Fuel Systems, Inc.

ADDRESS: 1245 Paramount Parkway

CITY: Batavia

STATE: Illinois

ZIP: 60510

PHONE: (630) 406-5700 FAX: (630) 406-5700

TAX ID #(TIN): 36-3125487

(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: *C. John Schwarz*

DATE: Sept. 19, 2014

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to CNG Fueling Station Proposer Dual Fuel Systems, 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 5/2-105(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 five (5) 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 A 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 Revenue for the payment

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: C. John Schwab
Proposer's Authorized Agent

3 6 - 3 1 2 5 4 8 7

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 19th day of Sept, 2014.

Ivory Flores
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of Dual Fuel Systems, Inc., and the full names of its Officers are as follows:

President: C. John Schwab

Secretary: Patricia F. Schwab

Treasurer: Patricia F. Schwab

and it does have a corporate seal. (In the event that this Proposal 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 Proposer 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 _____.

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

Insurer's Name Country Companies Insurance

Agent Timothy Ohm

Street Address 245 South Gary Avenue

City, State, Zip Code Carol Stream, IL 60188

Telephone Number (630) 668-4518

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

Print Name of Company: Dual Fuel Systems, Inc.

Print Name and Title of Authorizing Signature: C. John Schwab, President

Signature: 

Date: 9/19/2014

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Proposer will perform with its own forces. The Proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

<p><i>Certificate of Compliance</i></p> <p>The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.</p> <p>Signature _____</p> <p>Company Name _____</p> <p>Title _____</p> <p>Date _____</p>

<p><i>Certificate of Non-Compliance</i></p> <p>The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.</p> <p>Signature _____</p> <p>Company Name _____</p> <p>Title _____</p> <p>Date _____</p>

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

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: Dual Fuel Systems, Inc,

Address: 1245 Paramount Parkway

City: Batavia, Illinois Zip Code: 60510

Telephone: (630) 406-5700 Fax Number: (630) 406-5705

E-mail Address: john@diversifiedfleetservices.com

Authorized Company Signature: *C. John Schwab*

Print Signature Name: C. John Schwab Title of Official: President

Date: September 19, 2014

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed 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 bid or proposal documents, contractor/proposer/bidder/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:

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


Signature

C. John Schwab
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