

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**6/6/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Compressed Natural Gas (CNG) Fueling Station Maintenance Services	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested authorizing the execution of a three-year contract for compressed natural gas (CNG) fueling station maintenance services with Ozinga Energy, LLC of Mokena, Illinois in the amount of \$75,246.86, which includes a 10% contingency.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The Village expects a total charge of \$11,299.38 for services in FY17. The FY17 budget includes \$16,200 in the Fleet Services Fund (Page 4-41, Line 20) for CNG fueling station maintenance.

**RECOMMENDATION**

Approval on the June 6, 2017 consent agenda.

**BACKGROUND**

The Village of Downers Grove owns and operates a fast-fill compressed natural gas (CNG) fueling station located at the Public Works Facility at 5101 Walnut Avenue. CNG-powered vehicles require 24 hour per day, seven day per week access for fueling. The station was built by ANGI Energy Systems of Janesville, Wisconsin under a federal grant in 2001. Major system components include two compressors, fuel storage vessels, a gas dryer, and a dispenser.

The purpose of this contract is to provide for a proactive maintenance and support program where the contractor performs preventive maintenance and uses automatic notification capabilities of various monitoring solutions to notify the Village of impending or current problems. In addition, the contractor will be expected to review with the Village detailed reporting about the current health of the CNG station and provide recommendations for improvement on a monthly basis. The scope of services will include weekly inspection visits, monthly preventive maintenance, annual weights and measures certification, documentation of all work performed, and emergency after-hours repairs in the event of a problem.

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

## Three-Year Contract Summary

<b>Service Provider</b>	<b>Proposed Price 2017</b>	<b>Proposed Price 2018</b>	<b>Proposed Price 2019</b>	<b>3-Year Contract Total</b>	
Ozinga Energy, LLC, Mokena, IL	\$11,299.38	\$17,250.74	\$39,856.12	\$68,406.24	<b>Low Bid</b>
Zeit Energy, Dallas, TX	\$26,977.96	\$27,590.86	\$39,509.82	\$94,078.64	
Dual Fuel Systems Inc., Batavia, IL	\$36,649.52	\$55,203.30	\$77,289.68	\$169,142.50	

Ozinga Energy has provided periodic CNG station maintenance services for the Village previously, and has demonstrated professional responsiveness, workmanship, and overall customer service. Ozinga Energy currently owns and operates four retail CNG fueling stations within 20 miles of Downers Grove, and provides contractual maintenance services to Advanced Disposal, W.W. Transport Inc., and the Michigan City Sanitary District.

**ATTACHMENTS**

Contract Documents

# VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: June 6, 2017  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a three-year contract for compressed natural gas (CNG) fueling station maintenance services to Ozinga Energy, LLC in the amount of \$68,406.24 plus 10% contingency in the amount of \$6,840.62 for a total not-to-exceed \$75,246.86.



**SUMMARY OF ITEM:**

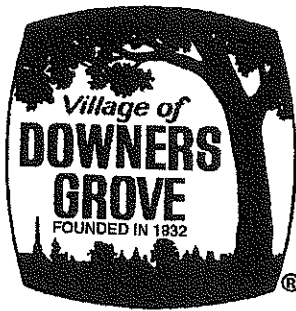
Adoption of this motion shall authorize execution of a three-year contract for compressed natural gas (CNG) fueling station maintenance services to Ozinga Energy, LLC in the amount of \$68,406.24 plus 10% contingency in the amount of \$6,840.62 for a total not-to-exceed \$75,246.86.

**RECORD OF ACTION TAKEN:**

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## ® REQUEST FOR PROPOSAL

Name of Proposing Company: Ozinga Energy, LLC

Project Name: CNG Fuel Station Maintenance

Proposal No.: RFP-0-0-2017/TT

Proposal Due: January 23, 2017, 11:00 a.m.

Public Works 5101 Walnut Downers Grove, IL. 60515

Pre-Proposal Conference: Not Required

**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: **Required**

Legal Advertisement Published: January 9, 2017

Date Issued: January 9, 2017

This document consists of 30 pages.

Return **original and one duplicate copy, and one cd or flash drive**, of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
5101 Walnut Ave.  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://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 Public Works, 5101 Walnut Ave. 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 1 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 Public Works Department will receive sealed Proposals up to January 23, 2017, 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 thirteen (13) 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. Public Works Department  
5101 Walnut Ave. 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. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 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 This Contract is not subject to the Prevailing Wage Act.

**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

Liability

Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	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 The term of this Contract will be for three (3) years unless terminated sooner in accordance with paragraph 28.

**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.

### III. DETAILED SPECIFICATIONS

#### CNG FUEL STATION MAINTENANCE

##### **BACKGROUND**

The Village of Downers Grove (Village) owns and operates a fast-fill compressed natural gas (CNG) fuel station located at the Public Works Facility at 5101 Walnut Avenue, Downers Grove, Illinois, 60515. 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 station was built by ANGI Energy Systems of Janesville, Wisconsin in 2001. Major system components are described as follows:

##### ***Compressors***

#1) Rix, Model 4VX4BG-17.5, Serial Number 3921, Installed 2001

Compressor #1 currently has in excess of 9,400 hours and averages approximately 700 hours per year.

#2) Rix, Model 4VX4BG-17.5, Serial Number 12213, Installed 2008

Compressor #2 currently has in excess of 4,600 hours and averages approximately 600 hours per year.

##### ***Storage***

#1) Three-bank cascade storage system that holds approximately 15,000 scf.

#2) Two 48" diameter Allied Equipment storage spheres. One storage sphere was produced in 2011 (serial number 3016) and one was produced in 2014 (serial number 3770).

##### ***Dryer***

XEBEC model STV20, single tower, built in 2000.

##### ***Dispenser***

ANGI Energy Systems model FF-050-2-S-3-82 (serial number SERO10375) with two nozzles. One WEH pistol grip nozzle (serial number 603264) and one Parker snap-tite nozzle NGVC2-P36.

##### **PRE-PROPOSAL FIELD REVIEW**

Prior to submitting a Proposal, each prospective contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which the prospective contractor will rely. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective contractor and shall not be the responsibility of the Village.

### SCOPE OF SERVICES

The Village is seeking competitive proposals from experienced, reputable contractors for a proactive maintenance, remote monitoring and support program where the contractor performs preventive maintenance and uses automatic notification capabilities of various monitoring solutions to notify the Village of impending or current problems. In addition, the contractor shall review with the Village detailed reporting around the current health of the CNG station and provide recommendations for improvement on a monthly basis.

The scope of services shall include the following:

- ✓ Weekly Inspection Visits (1 Hour)
- ✓ Providing Remote Monitoring (station is not currently equipped for remote monitoring)
- ✓ Monthly Preventive Maintenance on CNG Station
- ✓ Guaranteed Response Times
- ✓ Monitoring and Management of CNG Nozzles
- ✓ Monthly Testing of Methane Detectors Inside Cabinets
- ✓ Quarterly Health Check on CNG Station and Nozzles
- ✓ Leak Surveys
- ✓ Annual Maintenance Review
- ✓ Documentation of All Maintenance

The following items are outside the scope of services:

- ✓ Parts
- ✓ Upgrades
- ✓ Consumable Items
- ✓ Acts of God
- ✓ Project Related Work
- ✓ Internal Wiring Issues
- ✓ Direct Responsibility for Repairs Hosted by 3<sup>rd</sup> Parties
- ✓ Village-Related Damage

Proposals shall include pricing for all expenses associated with the following maintenance expected to be completed on both compressors in the coming years:

Year 1 (2017)	Year 2 (2018)	Year 3 (2019)
3 <sup>rd</sup> Stage Piston Rings	1 <sup>st</sup> Stage Piston Rings	3 <sup>rd</sup> Stage Piston Rings
4 <sup>th</sup> Stage Piston Rings	2 <sup>nd</sup> Stage Piston Rings	4 <sup>th</sup> Stage Piston Rings
2 Oil Changes	3 <sup>rd</sup> Stage Piston Rings	2 Oil Changes
Check V Belts	4 <sup>th</sup> Stage Piston Rings	Check V Belts
Check Wipers and Packings	2 Oil Changes	Check Wipers and Packings
PM and Routine Check	Check V Belts	PRD Service
	Check Wipers and Packings	Replace All Valves
	Dispenser Filter Changes	Gas Packings
	PM and Routine Check	Oil Wipers
		PM and Routine Check

The Village is required to complete annual weights and measures testing and certification of the CNG dispenser. Proposals shall include an itemized cost for the contractor to complete this process.

The proactive CNG maintenance program shall include the following services:

- ✓ **Baseline Report:** The contractor will perform a baseline report for future service prior to any other work taking place under this agreement. This will include running the CNG station to operating temperature and oil sampling to establish compressor health. The contractor shall inspect all external and internal shutdown circuits for evaluation. The contractor shall run the CNG station under load and record operating parameters. Upon investigation and recording, the contractor shall make recommendations to the Village.
- ✓ **Monthly CNG Station Site Visits:** The contractor shall visit the Village's CNG station on a monthly basis to check fluids and the compressors for any leaks. The contractor shall perform leak tests and visual on the gaseous pressure system inside and outside of the station. The contractor shall run the station to operation to check the overall health of the CNG station for unusual noises/vibrations and proper safety instrumentation adjustments.
- ✓ **Oil/Filter Changes:** The contractor shall perform compressor oil and filter changes based on the equipment manufacturer's recommendation.
- ✓ **Fill Nozzles:** The contractor shall inspect all fast/slow fill assemblies and replace any O-rings that are weathered or missing. Any fast/slow fill nozzles that require replacement will first be brought to the attention of the Village.

### Reporting and Response Requirements:

- ✓ **Quarterly Comprehensive Reporting:** The monitoring provided by the contractor to the Village shall be on the contractor's maintenance software that has the capability to store historical data which will be reviewed with the Village during the regularly scheduled quarterly health assessment meeting.
- ✓ **Annual Consulting Services:** Based on the monthly visit by the contractor, the contractor's technicians will provide the Village with consulting services for use in capacity planning and predictive analysis, designed to help budget and plan for future CNG station expenditures and growth.
- ✓ **Priority Response:** As part of the proactive CNG station maintenance program, the Village will receive priority in the service queue over non-contractual customers.

### LABOR RATES, MONTHLY PM RATE AND SUPPORT HOURS

Proposals shall include the following information regarding remote and/or on-site services.

Labor Rates – Normal Labor Rate, Holiday Labor Rate, Emergency Labor Rate, and Travel Time. Labor rates shall be expressed in \$/hour and travel time shall be expressed as \$/mile portal to portal. A monthly PM rate shall also be provided in \$/month.

Business Hours – Normal Business Hours, After Hours, Overnight Hours and Holidays. Response Times for Remote Response and On-Site response for each category of business hours.

### PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

#### Proposal Format:

In order to be considered responsive, and evaluate proposals fairly and completely, each prospective contractor 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 contractor 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 contractor will comply with all provisions in this RFP.

#### Experience/Staff Resumes:

- Contractor shall indicate expertise and experience 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 Program
- 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 contractor

- Past Experience

**Technical Approach/Implementation:**

A detailed work plan and methodology your firm would follow in performing services under the contract. Provide the approach your firm will take and any recommendations. If your firm's approach is different than stated in the Village's Scope of Work, explain how and why.

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

**Cost Proposal:**

In conjunction with the proposal, contractors shall also submit one (1) original and two (2) copies of the cost proposal (all costs). Proposals should include an all inclusive cost to complete the scope of services.

**Submission Requirements:**

- The return of this complete Request for Proposal signed and filled out as required.
- Completed references
- Cost proposal

**CONTRACTOR SELECTION**

Contractor Selection will be based on the following:

- Proposed approach to organizing and understanding of the program
- Experience in CNG fueling station maintenance
- Familiarity with Village's station equipment manufacturers and professional codes and standards
- Depth and breadth of project manager and team experience
- Responsiveness to requirements, terms, timeliness and conditions for performance of the program
- Familiarity with Village of Downers Grove equipment, policies and preferences
- Overall costs

#### **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.)

### 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:**

Ozinga Energy , LLC  
Company Name

Date: 1/17/2017

19001 Old LaGrange Rd  
Street Address of Company

dwesterveld@ozinga.com  
Email Address


Mokena, IL 60448  
City, State, Zip

Dave Westerveld  
Contact Name (Print)

708.326.4200  
Business Phone

888.656.0141  
24-Hour Telephone

708.326.4243  
Fax

  
Signature of Officer, Partner or  
Sole Proprietor

Dave Westerveld, Operations Manager  
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.





**PROPOSER'S CERTIFICATION** (page 1 of 3)

With regard to CNG Fuel Station Maintenance, Proposer Ozinga Energy, LLC hereby certifies the following:  
(Name of Project) (Name of Proposer)

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

BY: David Westerveld  
Proposer's Authorized Agent

4 5 - 5 1 8 0 6 1 6

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 17th day of January, 2017.

[Signature]  
Notary Public



**PROPOSER'S CERTIFICATION** (page 2 of 3)

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Ozinga Energy, LLC, and the full names of its Officers are as follows:

President: Rich DeBoer (Manager)

Secretary: Barry N. Voorn (Manager)

Treasure: Don Van Dyk (Manager) 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_.

**PROPOSER'S CERTIFICATION** (page 3 of 3)

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

Insurer's Name   Arch Insurance  

Agent   Willis Towers Watson  

Street Address   233 S Wacker Drive, Suite 2000  

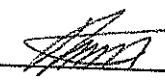
City, State, Zip Code   Chicago, IL 60606  

Telephone Number   312 288 7293  

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

Print Name of Company:   Ozinga Energy , LLC  

Print Name and Title of Authorizing Signature:   Dave Westerveld, Operations Manager  

Signature:     

Date:   01/17/2017

# 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: Ozinga Energy, LLC

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: Dave Westerveld, Operations Manager

Signature: \_\_\_\_\_

Date: 1/17/2017

## 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).*

### Certificate of Compliance

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.

Signature \_\_\_\_\_

Company Name Ozinga Energy, LLC

Title Operations Manager

Date 1/17/2017

### Certificate of Non-Compliance

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.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**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: Ozinga Energy, LLC

Address: 19001 Old LaGrange Rd

City: Mokena Zip Code: 60448

Telephone: ( 708) 326 4200 Fax Number: ( 708) 326 4243

E-mail Address: davewesterveld@ozinga.com

Authorized Company Signature: 

Print Signature Name: Dave Westerveld Title of Official: Operations Manager

Date: 1/17/2017

**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.

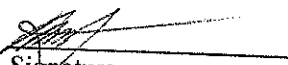
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Dave Westerveld  
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



19001 Old LaGrange Rd  
Mokena, IL 60448  
708.326.4200

**Contractor:**

Ozinga Energy LLC  
19001 Old LaGrange Rd  
Mokena, IL 60448

**Contractor Mailing address:**

Ozinga Energy LLC  
19001 Old LaGrange Rd  
Mokena, IL 60448

**Telephone number of the person to contact regarding this proposal:**  
Dave Westerveld (708) 326-3680

**OZINGA ENERGY****DAVE WESTERVELD***Operations Manager*

2015-Present

- Oversee day to day operations.
- Scheduling technicians, CNG station repairs and maintenance, and CNG fleet vehicle repairs and maintenance.
- Manage customer accounts via quoting, customer satisfaction, and invoicing.
- Manage purchasing and inventory.
- CNG Station design and upgrade.

*CNG Technical Service Manager*

2014-2015

- Develop customer support program.
- Maintain multiple CNG stations across several states.

*CNG Technician*

2013-2014

- Perform routine maintenance and repair of CNG stations.
- Perform diagnostic interpretations of station data.
- Develop CNG process and control systems upgrades.

*Mechanic/Maintenance/Operator*

2006-2013

- Develop and implement yard systems.
- Operate, maintain, and repair belt and pneumatic conveying systems.
- Maintain and repair yard equipment and machines such as: front end loaders, cranes, generators, and other material handling equipment.
- Schedule and oversee outside contractors for specialized projects.
- Meet with engineers and designers for new equipment and retrofits.
- Operate wheel loader, material handlers, and magnet cranes.
- Design, build, install and maintain 480V 3 phase control systems.
- Troubleshoot and repair all electrical systems.

**MONEE FIRE PROTECTION DISTRICT***Volunteer Firefighter/EMT*

2010-Present

- Paid on call and part time Firefighter/EMT-B.
- Ready to respond at any time to serve and protect the community.
- Continued education in the fire service and medical field.

**NJB Grass and Snow***Partner*

2005-2007

- Incorporated and operated a new lawn services and snow removal business.
- New business development.
- Responsible for billing, scheduling, and customer service.
- Maintained, repaired, and purchased all equipment, trucks, and trailers.

**T.J. BOLL MASONRY***Foreman*

2006

- Manage a crew of up to 10 men.
- Hiring, firing, dismissal, and scheduling of responsibilities.
- Coordinate and communicate with homeowners and general contractors to meet exceptions, deadlines, and special requests/custom work..

- Maintain and repair vital machinery including equipment, trucks, and trailers.
- Interpret blue prints, assign work, and schedule building inspections per local building codes.

### DEAN'S FLOOR SERVICE

*Installer/Finisher*

2000-2003

- Installed and finished hardwood floor.
- Maintained a professional environment in clients home.
- Performed regular maintenance and repairs to equipment onsite.

### DJ'S LAWCARE

*Snowplow Driver*

1998-2007

- On-call 24/7 during winter months.
- Performed roadside repairs of trucks, plows, bobcats, and salt spreaders.
- Routine repairs.
- Route completions and deadlines.

### CERTIFICATIONS

- Ariel Compressors – CNG Mechanic
- Bennett Pump – CNG dispenser technician
- Bauer Compressors – CNG technician
- GE Oil and Gas – High Speed Reciprocating Compressor mechanic
- Sierra Monitoring – Gas detection system design and maintenance technician
- NGVI – Heavy Duty CNG Vehicle repair technician
- Illinois Firefighter
- Illinois Licensed EMT-B
- CPR Certified
- CDL-B with Airbrake Endorsement

## DERRELL DALLAS

**ZINGA ENERGY**

CNG Vehicle Technician

2016 – Present

- Diagnose and repair all of the CNG equipment vehicles – some are bi fuel and some are dedicated CNG only.
- Convert vehicles to CNG – dedicated or bi-fuel.
- Differentiate of natural gas or gasoline failure to determine if it's a natural gas failure or an OEM manufacturer failure.
- Re-flashing and reprogramming of the vehicle processor.
- Assessment of vehicles for alternative fuel conversion.
- Station maintenance and checks.
- Repairing internal and 3<sup>rd</sup> party CNG Stations and compressors.
- Repairs on dispensers, hose replacements, and leaks.
- Checking oil, conditions, quality, quantity, filter conditions, and drainage conditions.
- Servicing CNG vehicle dispenser units.
- Verifying CNG dispenser electronics are in working conditions.
- Preparing compressor for winter conditions.
- Preparing compressor hot summer conditions.
- Aware of CNG station maintenance so that vehicles run properly, receive full fills, and no oil entry into the vehicle systems.

**ALPHA ENGINE SYSTEMS**

CNG System fabricator

August 2015 – Feb. 2016

- Worked with Professional Services of Dallas Ft. Worth Texas to diagnose 2015 Dodge Promasters premature engine failure analysis.
- Provided remote diagnostics for Professional Services and Alpha Engine Systems.
- Worked with engineer to develop CNG drivability fix for K.A.T.S transportation fleet in Oklahoma and D.A.R.T transportation fleet of Dallas Ft. Worth Texas.
- Performed various CNG installations and training throughout the country for Alpha engine systems.
- Responsible for all harness design, fabrication, and installation of high pressure fuel system, electrical system integration, and validation of calibrations.
- Responsible for Data logging specific configuration files to accurately model the needed calibrations for a specific region or area.
- Responsible for communicating and differentiating the customers concerns or needs to the appropriate group or teams, be it service for needed parts or repairs, or engineering group for updated calibrations or components.

**World CNG LLC**

Shop Foreman/Diagnostic Lead

August 2012-August 2015

- Started as diagnostic tech. after 1 month was promoted to Shop foreman.
- Responsible for scheduling and overseeing of all service, repair and conversion of CNG vehicles at Chicago Greshaw location.
- Responsible for properly training all techs on all levels of installs both hardware and software.
- Responsible for working directly with vendors and engineers with tech support, concerns and updates.
- Worked directly with engineers with beta testing for developing calibrations for EPA certifications. Much of this included in depth data-logging with specific drive cycle logs.
- Performed various CNG training courses throughout the country.
- Helped prepare technicians for F-1 (alternative fuel certification).
- Assisted various Ford, Chrysler, and GM dealers throughout the country with diagnosis to differentiate between CNG or OEM related failures.
- Assisted CNG kit manufacturers with drivability diagnostics such as Natgascar (dodge caravan bi-fuel system), M-Tech (ford 5.0 bi-fuel system), and recommended by Landi-Renzo.
- Worked with Ford Motor Company to obtain QVM (Quality Vehicle Modifier) certification.
- Was designated technical leader during the audits from Ford team.
- Performed CNG and LNG conversion installations on medium and heavy duty vehicles; Ford models F-650, F-150, E-450, E-350, transit connect, escapes. GM models Silverado 1500, sierra 1500, savanna 2500, express 1500. Chrysler model, dodge caravan.
- Installed high pressure fuel system on 2015 Peterbilt 365 with Cummins 12G natural gas engine.
- Responsible for Integration of all electronics to Peterbilt 365 platform.

**CR ENGLAND***Class A CDL Driver*

January 2012-June 2012

- Lease operator for refrigerated freight across the contiguous 48 states.
- Operated Qualcomm communication system to receive all load and delivery information.
- Maintained electronic driver logs.
- Performed accurate pre-trip inspections daily.
- Responsible for maintenance, management of scheduling, and all tractor and trailer repairs.

**SUN TAXI CO***Transmission Builder and Drivability Diagnostician*

August 2010-July 2011

- Responsible for diagnosing and repairing all electrical failures with both wiring and electronic communications.
- Fabricated and installed custom wiring harnesses and power supply circuits for required accessories.
- Rebuilt all transmissions, both domestic and import.

**THE WARRANTY GROUP***Claims Adjuster*

June 2007-June 2010

- Adjudicate transmission, engine, and electrical system claims including drivability complaints, cause and corrections for all late model cars and trucks sold with TWG administered extended warranties.
- Responsible for determining, from diagnostics provided by shops, if TWG would participate with a justifiable claim request.
- Verified there are no outstanding existing manufacturer recalls or related TSBs would apply to claim request.

**CERTIFICATIONS**

- Electric Fuel Injection, EFI
- Advanced Fuel Injection Programming and Chassis Dynamometer Analysis
- C.S.A CNG fuel system inspector and also the first CNG inspector for the state of Illinois (2013)
- ASE certified mastertech
- Landi Renzo CNG fuel systems certified technician
- Impco CNG fuel systems certified technician
- CLD driver's license

**EQUIPMENT EXPERIENCE**

- Snap-on Vantage pro (various sensor testing)
- Snap-on Solus Pro (diagnostics)
- My Canic ( for data logging and uploading cal files)
- Ease diagnostics (diagnostic, reprogramming and flashing equipment)
- SCT performance software (for performance tuning)
- Various laptop programs with diagnostic and flashing capabilities.

**DAVID DIMPERIO****OZINGA ENERGY***CNG Technician*

2015-Present

- Diagnose and repair CNG compressors.
- Maintain CNG sites.
- Construct new CNG sites.
- Install proprietary equipment.
- Organize inventory.
- Handle emergency call outs.
- Order new equipment/parts.
- Ongoing CNG education/certification.
- Diagnose and repair of CNG dispensers and compressor failures.
- Knowledgeable of low voltage and high voltage (4-20, 480V).
- Phone support.
- Major compressor overhauls.

**ELIJAH'S COFFEE & TEA***Owner*

2007-2015

- Quality control, hiring, customer service, and inventory.
- Managing a team of 20 employees.
- Customer Service.
- Cash management.
- Responsible for maintenance and repair of facility and all equipment.

**AEROTECH***Customer Service Associate*

2006-2007

- Answering call from dealers, repair shops, and policy holders.
- Coordinated auto repairs with repair shops and customers.
- Answered customer calls calmly and efficiently in high pressure situations and high call volumes.
- Facilitated renewal and cancellation of policies.
- Approved repairs according to current rates and book times.

**OLIVE GARDEN***Waiter*

2003-2006

- Insured correct and timely delivery of food.
- Kept work areas clean and free of debris.
- Balanced cash drawer daily.

**CARMAX***Auto Mechanic*

2002-2003

- Inspected and prepared used cars for sale.
- Repaired, replaced or rebuilt necessary parts.
- Kept work area clean.

**MELANIE STUURSMA****OZINGA ENERGY**

*Office Administrator*  
October 2016-Present

- Administrative support to the Operations Manager and Vice President.
- Detailed recording of all costs associated with customer tickets to ensure proper invoicing and paperwork
- Weekly meeting agenda coordinator.
- Quoting and invoicing customers.
- Direct point of contact for customers.
- Implementing processes to improve work flow operations.
- Trade shows and annual Meetings - registering, organizing, and attending to represent Ozinga Energy.

**FIDEI GROUP**

*Executive Administrative Assistant*  
November 2012-June 2016

- Accounts Receivable - receiving payments and applying to accounts.
- Accounts Payable - entering invoices in accounting system for payment processing.
- Receiving inventory for Purchase Orders.
- Recording travel time and onsite time for each project daily.
- Assisting in scheduling technicians for onsite work.
- Assisting in purchasing products from different vendors based on pricing, availability, and location.
- Customer Service - entering service tickets in TigerPaw and reassuring the customer that we will resolve issue in a timely manner.
- Recruiting.
- Maintaining personnel files for all permanent employees.
- Responsible for shipping orders to customers.
- Responsible for shipping Return Merchandise back to vendors.
- Support to 2 Chief Executive Officers.
- Maintaining high levels of confidentiality.
- Screening calls and forwarding caller to the appropriate administrator in a professional manner.
- Professional interaction with all levels of staff.
- Running personal and business related errands for CEO's.
- Programs: QuickBooks, QuoteWerks, TigerPaw, Excel, Word, Publisher, Outlook, Sedona.

**SRI SYSTEMS RESEARCH INC.**

*Account Manager and Recruiter*  
August 2011 - April 2012

- Daily responsibilities include screening and properly sourcing applicants, qualifying references, and submitting leads in a fast paced environment.
- Generate and cold call on sales leads to create new business opportunities.
- Negotiate wage rates and other terms of employment with candidates.
- Negotiate contracts and bill rates with clients.
- Develop recruiting strategies designed to identify qualified candidates.
- Accountable for high weekly productivity standards including number of calls, contacts, submittals, and job leads.
- Interview professionals to obtain information on work history, training, education, and job skills.
- Coordinate candidate interviews and prepare candidates for in-person interviews or phone screens.
- Consult candidates on interview techniques, as well as best general practices.
- Perform pre-employment screening and paperwork for all candidates prior to start dates.
- Partner with co-workers to assess client needs, identify target skill sets, and ensure that client staffing needs are met.
- Manage contract employees while on assignment.
- Create, develop, and maintain relationships with various networking outlets (workforce planning centers, job fairs, local colleges/universities, etc.).

**EDUCATION**

Illinois State University  
Bachelor's Degree, 2011

**OZINGA ENERGY***Senior Systems Engineer*

2015-Present

- Assists with developing and maintaining our marketing and inventory control software.
- Organize and manage Company Data.
- Generating data-sets from a database.
- Building and maintaining Point of Sale Systems.
- Producing and formatting user friendly reports as internal web pages and interfaces.
- Updating/revising e-commerce websites.
- Maintaining and deploying workstations, printer maintenance and configuration, and User Interface issues.
- Both IT and programming tasks will require you to communicate effectively with non-technical staff.
- Be a detail-oriented self-starter with good troubleshooting, problem-solving, and time-management skills.
- Ability to manage/prioritize a variety of projects.

**AARON CUNNINGHAM****TRILLIUM CNG***Senior Software Engineer*

2009-2015

- Advanced development on NgasSCADA automation control system for compressed natural gas systems.
- Led design team for internal accounting package CBI.
- Technologies used included: VS 2008,2010,2012,2013,VB6, Wago 750 PLC's, SQL Server 2008,2012, ModBus TCP, HDMI's, CoDeSys, SSIS, SSRS.

**ADVANCE CONSULTANTS***Director of Research and Development*

2002-2007

- Led team of 3 that maintained instruments, computer hardware and computer software.
- Corrected problems in existing software, as well as designed, programmed, and implemented new software for field data acquisition and distribution.
- Technologies used include Delphi 7.0, Paradox, LAS Files, HTML, Indy components, Windows Server 2003, DAQ Cards, Network Design, Hydrocarbon Gas Detector, Electrical Components and small scale PCB's.

**DECADE SOFTWARE***Software Engineer*

March 2002-November 2002 (Contract)

- Designed and programmed new areas of the primary application and repaired existing bugs in the software.
- Wrote RUP documentation.
- Technologies used include Delphi 6.0 and SQL Anywhere.

**WILDISOFT INTERNATIONAL***Software Engineer*

March 2002-October 2002 (Contract)

- Maintenance of existing software package.
- Repaired problems with the program.
- Technologies used include Delphi 3.0 and Interbase.

**BLOCKBUSTER ENTERTAINMENT***Software Engineer*

July 2000-February 2001 (Contract)

- Engineered and developed additional features for an existing system.
- Technologies used include Delphi 5.0, Windows API, DCOM, and Oracle 8i.

**PLAINS TECHNOLOGIES***Software Engineer*

2005-2000

- Designed, programmed, and implemented custom software packages for multiple clients. Many of the projects included integrating customized hardware and/or automation.
- Technologies used include Delphi 1.0-5.0, Windows API, Async Pro, SSL, RS232, TCP/IP, Interbase 5.0, Webhub, Delphi Internet Components, IMAIL, Barcode scanner, Serial scale, Paradox, InfoPower Quick Reports, Faircom's C-Tree, Sybase 4.0, GPIB, Informix, Windows Terminal Server, Java Script.

**OZINGA ENERGY****JASON VANDER WAL***Technician*

2007-Present

- Installs, sets up, and tunes all new Command Batch plant control systems.
- Designs, builds, and programs automated equipment and systems.
- Maintains and repairs electrical systems.

**CERTIFICATES AND CONTINUING EDUCATION**

- Mercruiser Certified Mechanic
- DirectLogic PLC Programming
- Certificate
- ConECo plant training
- Ozinga's Fundamentals of Industrial Electricity

**EDUCATION**

Marine Mechanics Institute

*Associates in Science, Boat Mechanics*

**JEFF BAILEY****COZINGA ENERGY***Electrical Engineer*

1996-Present

- Two decades of experience with the railroad as an Electrician Apprentice, Electrician, Electrical Supervisor, Signal Supervisor, Electrical Engineer, and General Foremen.
- Has attended many industry focused training schools from manufacturers such as GM- Electromotive, GE Transportation Systems, NY, Westinghouse Air Brake, and signal system schools.
- Installs batch control systems, automated material handling systems, and various other controls and instrumentation.
- In-depth knowledge and experience with plant power systems, CNG fueling systems, Cement Handling systems, and Quarry control and power systems.
- For ten years, he operated his own business building and installing control and instrumentation systems in many industries in the U.S. and Canada.
- Has a widely varied background with steel mills, ceramic fabrication plants, marine dredging, shipboard systems, bottling plants, railroads, mining, concrete, and concrete products plants.

**Education**

Purdue University

*Associates, Electronics Technology**Bachelors, Electrical Engineering Technology*

University of Wisconsin, School of Management

*Certificate in Railway Management*

Dale Carnegie

*Leadership Challenge Course*

CH Auxiliary Leadership and Management "C" School

**OZINGA ENERGY**

**JOSHUA SLAGER**

*Technician*

014-Present

- Installs, sets up, and tunes all new Command Batch plant control systems.
- Designs, builds, and programs automated equipment and systems.
- Maintains and repairs electrical systems.

**EDUCATION**

Joliet Junior College

*Associates, Industrial Control and Automation – currently pursuing*

**JOEL KROPIEWNICKI****ZINGA ENERGY***Electrical Engineer Apprentice*

2006-Present

- Command Alkon COMMAND batch Certified Installer.
- Wiring Electrical Controls and Power Systems.
- PLC and Computer Based Automation.
- Process Control.
- Motor Drive Systems.
- Preventive Maintenance.
- Network and Communications Systems.
- Installs batch control systems, automated material handling systems, and various other controls and instrumentation.

**CERTIFICATIONS**

Command Alkon COMMAND batch certified installer

**Education**

Purdue University Calumet

*Currently pursuing Electrical Engineering Technology degree*

Copies of licenses and certifications must be attached to this *Contractor Profile*.

Provide on a separate sheet, a list of these employees that will be assigned to complete work covered under this Contract. Please include their qualifications, total years of experience, and years of employment with your Company. Pace may require additional evidence to determine Contractor's ability to successfully perform the work specified in this proposed contract.

Dave D'Imperio

**Qualifications:** Dave has a strong mechanical, electronic, and pneumatics background. He is able to interpret wiring, tubing, and structural drawings or specifications. He specializes in troubleshooting, repairs, and complete equipment overhauls of high pressure breathing air, CNG, and other gas systems using both mechanical and electrical procedures. He is able to properly read and use mechanical and electrical schematics, obtain and provide parts breakdowns, and provide mechanical and electrical technical troubleshooting to compete repairs and assist customers in troubleshooting and diagnosing problems. For every service call, he keeps record of work hours and parts utilized. He completes technical product reports and maintains proper repair standards.

**Total Years' Experience:** 10

**Employment Years with Ozinga:** 2

Derrell Dallas

**Qualifications:** Derrell performs CNG Station and compressor maintenance which includes dispensers, hoses, leaks, checking oil, winterization, drainage, filter conditions, and dispenser electronics. He is able to differentiate natural gas or gasoline failure to determine if it's a natural gas failure or an OEM manufacturer failure. His knowledge of CNG vehicles is a key part in station maintenance because he is aware what the vehicles need to run properly, receive full fills, and to have 0 oil entry into the vehicle systems. He performs CNG system inspections and certifications on mixer trucks, maintenance and repair work to all company vehicles, and mechanical and electrical technical troubleshooting to diagnose problems. He properly reads and uses mechanical and electrical schematics to complete repairs and assists customer in troubleshooting and diagnosing problems. Derrell inspects warranty parts, completes technical product reports, documents problems encountered, and maintains proper repair standards.

**Total Years' Experience:** 20

**Employment Years with Ozinga:** 1

Dave Westerveld

**Qualifications:** Dave oversees day-to-day operations. He schedules technicians, CNG station repairs and maintenance, and fleet vehicle repairs and maintenance. He manages customer accounts, purchasing, and inventory. He works directly with Melanie on quotes and invoices for customers and customer service is a top priority. Station design, upgrade, and maintenance are Dave's specialties. He is able to maintain multiple CNG stations across several states, develop CNG process and control system upgrades, and perform diagnostic interpretations of station data.

**Total Years' Experience:** 19

**Employment Years with Ozinga:** 10.5

Jeff Bailey

**Qualifications:** Jeff has a Bachelor's Degree in Electrical Engineering Technology from Purdue. He earned a Certificate in Railway Management from the University of WI, School of Management. Completed the USCG Auxiliary Leadership and Management "C" School and completed the Dale Carnegie Leadership Challenge course. He has a two decade with the railroad as an Electrician Apprentice, Electrician, Electrical Supervisor, Signal Supervisor, Electrical Engineer, and General Foremen. During that time, he attended many industry focused training schools from manufacturers such as GM-Promotive, GE Transportation Systems, NY, Westinghouse Air Brake, and signal system schools

He installs batch control systems, automated material handling systems, and various other controls and instrumentation. He has in-depth knowledge and experience with plant power systems, CNG fueling systems, Cement Handling systems, and Quarry control and power systems..

For ten years, he operated his own business building and installing control and instrumentation systems in many industries in the U.S. and Canada. He has a widely varied background with steel mills, ceramic fabrication plants, marine

dredging, shipboard systems, bottling plants, railroads, mining, concrete, and concrete products plants. These many years and various industrial exposures and experiences have taught him many unique concepts that can be applied across other industries.

**Total Years' Experience: 46**

**Employment Years with Ozinga: 22**

Jason Vander Wal

**Qualifications:** Jason has an Associates in Science degree and a trade school degree for boat mechanics at Marine Mechanics Institute. Certificates include Mercruiser Certified Mechanic, Direct Logic PLC Programming, Certificate, Con E Co plant training, Ozinga's Fundamentals of Industrial Electricity, and American Trainco electrical troubleshooting. He installs, sets up, and tunes all the new Command Batch plant control systems. He assists in the design, building, and programming of many of the automated equipment and systems. He also maintains and repairs many electrical systems throughout the Ozinga organization.

**Total Years' Experience: 11**

**Employment Years with Ozinga: 10**

Joel Kropiewnicki

**Qualifications:** Joel is currently a senior at Purdue University Calumet pursuing his degree in Electrical Engineering Technology. His strengths include: Command Alkon COMMAND batch Certified Installer, Wiring Electrical Controls and Power Systems, PLC and Computer Based Automation, Process Control, Motor Drive Systems, Preventive Maintenance, and Network and Communications Systems.

**Total Years' Experience: 11**

**Employment Years with Ozinga: 11**

Joshua Slager

**Qualifications:** Joshua has been with Ozinga for 3 years as a part-time employee while he completes his studies at Joliet Junior College in Industrial Control and Automation. His Associates Degree will be complete in one year.

**Total Years' Experience: 3**

**Employment Years with Ozinga: 3**

Melanie Stuursma

**Qualifications:** Melanie has a Bachelor's Degree from Illinois State University. She keeps the company's filing system in order. She uses a variety of office software such as excel, outlook, and internal databases. She handles new leads, incoming calls, and customer requests and questions. She monitors, dispatches, and tracks in-house/field technicians. In addition to being a positive team player, she brings best in class thinking, strategies and ideas that align to our firm values, unique culture, and vision for the future. She works directly with new and existing customers to make sure their needs are heard and executed. She reports to and works alongside the operations manager, who would be a main point of contact for PACE.

**Total Years' Experience: 6**

**Employment Years with Ozinga: .5**

Aaron Cunningham

**Qualifications:** Aaron has been a key component to Ozinga Energy. He assists with developing and maintaining our marketing and inventory control software, organizes and manages company data, and generates data-sets. He also built and maintains our point of sale system. He produces as formats user friendly reports as internal web pages and interfaces. He maintains and deploys workstations, printer maintenance and configuration, and user interface issues. Previous to Ozinga Energy employment, he was a senior software engineer for six years at another CNG company where he led a design team for internal accounting packages, developed an automation control system for CNG systems, corrected problems in existing software, and designed and implemented new software for data use.

**Total Years' Experience: 11**

**Employment Years with Ozinga: 1**

### Scope of Services

- ✓ Weekly Inspection Visits (1hr)
- ✓ Monthly Preventative Maintenance on CNG Station
- ✓ Guaranteed Response Times
- ✓ Monitoring and management of CNG nozzles
- ✓ Monthly testing of Methane Detectors inside cabinets
- ✓ Quarterly Health Check on CNG Station and Nozzles
- ✓ Leak Surveys
- ✓ Annual Maintenance Review
- ✓ Documentation of all Maintenance

### The following items are outside the Scope of Services

- ✓ Parts
- ✓ Upgrades
- ✓ Consumable items
- ✓ Acts of God
- ✓ Project Related Work
- ✓ Internal wiring issues
- ✓ Direct responsibility for repairs Hosted by 3<sup>rd</sup> Parties
- ✓ CLIENT related damages

### Proactive CNG Maintenance Agreement Program Features:

- ✓ **Baseline Report:** Ozinga Energy will perform a baseline report for future service. This includes running the CNG Station to operating temperature and oil sampling to establish compressor health. Ozinga Energy will inspect all external and internal shutdown circuits for evaluation. Ozinga Energy will run the CNG Station under load and record the values. Upon investigation and recording a possible recommendation will be made to CLIENT before the Proactive CNG Station Management Agreement can begin.
- ✓ **Monthly CNG Station Site visits:** Ozinga Energy will visit CLIENT'S site on a monthly basis to check fluids and compressor unit for any leaks. Ozinga Energy will perform leak tests and visual on gaseous pressure system inside and outside of unit. Ozinga Energy will run the unit to operation to check the overall health of the CNG Station to check for unusual noises/vibrations and proper safety instrumentation adjustments.
- ✓ **Proactive CNG Station Maintenance:** Ozinga Energy will perform Compressor Oil/Filter change based on the Equipment Manufactures recommendation.

**CNG Station Fast/Slow Fill Nozzles:** Ozinga Energy will inspect all fast/slow fill assemblies and replace any O-rings that are weathered or missing. Any FAST/SLOW fill nozzles that require replacement will be advised to the CLIENT.



Normal Rate	\$125.00/hour	
Holiday Rate	\$150.00/hour	
Emergency Rate	\$165.00/hour	
Travel Time	\$1.00/mile portal to portal	
<b>Business Hours</b> Monday-Saturday 7:00 AM – 5:00 PM	Remote Response: 15 minutes  On-site Response: 2 Hours	
<b>After Hours</b> Monday-Saturday 5:01 PM – 11:00 PM	Remote Response: 1 hour  On-site Response: 3 hours	
<b>Overnight</b> Monday-Friday 11:01 PM – 6:59 AM Sunday 12:00 AM – Monday 6:59 AM	Remote Response: 2 hours  On-site Response: 3 Hours	
<b>Holiday</b>	<b>Date</b>	<b>Service Hours Support</b>
New Year's Day	January 1	12:00 AM – 11:59PM
Memorial Day	Last Monday in May	12:00 AM – 11:59 PM
Independence Day	July 4	12:00 AM – 11:59PM
Labor Day	1 <sup>st</sup> Monday in September	12:00 AM – 11:59 PM
Thanksgiving Day	4 <sup>th</sup> Thursday and Friday in November	12:00 AM – 11:59 PM
Christmas Day	December 25	12:00 AM – 11:59 PM

Year 1	Year 2	Year 3
3 <sup>rd</sup> Stage Piston Rings	1 <sup>st</sup> Stage Piston Rings	3 <sup>rd</sup> Stage Piston Rings
4 <sup>th</sup> Stage Piston Rings	2 <sup>nd</sup> Stage Piston Rings	4 <sup>th</sup> Stage Piston Rings
2 Oil Changes	3 <sup>rd</sup> Stage Piston Rings	2 Oil Changes
Check V Belts	4 <sup>th</sup> Stage Piston Rings	Check V Belts
Check Wipers and Packings	2 Oil Changes	Check Wipers and Packings
PM and Routine Check	Check V Belts	PRD Service
<b>\$7,499.38</b>	Check Wipers and Packings	Replace all Valves
	Dispenser Filter Changes	Gas Packings
	PM and Routine Check	Oil Wipers
	<b>\$13,450.74</b>	PM and Routine Check
		<b>\$36,056.12</b>

Payment Option 1	Payment Option 2
Yearly	Monthly
3 Payments: \$19,002.08	36 Payments: \$1,583.51

Annual Weights and Measures Option	
Payment Option 1	Payment Option 2
Yearly	Monthly
3 Payments: \$3,800.00	36 Payments: \$316.66



## REFERENCES

WW Transport Inc  
301 Ferguson Ave  
Wood River, IL 62095  
Kyle Weuve  
[kweuve@wwtransport.com](mailto:kweuve@wwtransport.com)  
515.249.9435

Advanced Disposal  
2800 Shermer Rd  
Northbrook, IL 60062  
Dan Vlcek  
[Danvlcek@gmail.com](mailto:Danvlcek@gmail.com)  
708.674.2622

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Darren Pflaumer  
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