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VILLAGE OF DOWNERS GROVE Report for the Village 9/4/2018

SUBJECT:	SUBMITTED BY:
Compressed Natural Gas (CNG) Fueling Station Compressor Motor	Nan Newlon
Replacement	Director of Public Works

SYNOPSIS

A motion is requested authorizing the execution of a contract for Compressed Natural Gas (CNG) Fueling Station Compressor Motor Replacement with Ozinga Energy LLC of Mokena, Illinois in the amount of \$74,753.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY18 budget includes \$70,000 in the Fleet Services Fund (Page 4-39, Line 21) for this project. The Fleet Services Fund has sufficient funds for the additional project cost of \$4,753.

RECOMMENDATION

Approval on the September 4, 2018 consent agenda.

BACKGROUND

The scope of this project includes replacing the older of the two compressor motors in the natural gas fueling station located at the Village's Public Works Facility. The compressor motor is a critical component of the station because it pressurizes the fuel before it is sent to storage tanks. The motor being replaced has more than 10,000 hours of use and was installed as part of the original CNG fueling station in 2001. Installation of the new compressor motor will decrease maintenance costs and increase reliability. The new compressor motor will not require its first major overhaul until 12,000 hours, and it offers a 5% energy savings. The manufacturer also guarantees parts availability for 35 years. The old compressor will remain property of the Village for use for spare parts as needed for the backup compressor motor inside the station. The amount of CNG dispensed at the site annually for Village vehicles is about 10,000 gas gallon equivalents (GGEs).

Staff developed a Request for Proposals (RFP) seeking services from a qualified vendor to provide the specified CNG compressor motor replacement in accordance with the Village Purchasing Policy. Two proposals were received with pricing information summarized in the table below.

Service Provider	Proposed Price
Ozinga Energy, LLC, Mokena, IL	\$74,753
Dual Fuel Systems, Inc., Batavia, IL	\$98,303

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Ozinga Energy also provides contract maintenance and repair services for the CNG fueling station.

ATTACHMENTS

Contract Documents



REQUEST FOR PROPOSAL

Ozinga Energy, LLC

Name of Proposing Company:

CNG Fueling Station Compressor Motor Replacement

Project Name: Proposal No.:

RFP-0-41-2018/TT

Proposal Due:

June 15, 2018, 2 p.m.

Pre-Proposal Conference: NA Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: REQUIRED

Required of Awarded Contractor: Performance Bond/Letter of Credit: NA Certificate of Insurance: REQUIRED

Legal Advertisement Published: June 4, 2018

Date Issued:

June 4, 2018

This document consists of 34 pages.

Return (1) original and (1) 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 801 BURLINGTON AVENUE DOWNERS GROVE, IL 60515 PHONE: 630/434-5530

FAX: 630/434-5571 www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

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

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

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

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

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

I. REQUEST FOR PROPOSALS

GENERAL 1.

- Notice is hereby given that Village of Downers Grove will receive sealed proposals up to 1.1 June 15, 2018, 2 p.m.
- Proposals must be received at the Village of Downers Grove by the time and date 1.2 specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in 1.3 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.
- All proposals must be submitted on the forms supplied by the Village and signed by a 1.4 proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- By submitting this proposal, the proposer certifies under penalty of perjury that they have 1.5 not acted in collusion with any other proposer or potential Proposer.

PREPARATION OF PROPOSAL 2.

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

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 person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 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 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

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. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

7. TAX EXEMPTION

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

8. RESERVED RIGHTS

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

II. TERMS AND CONDITIONS

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

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, 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 he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. 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. 1210l 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

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 handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 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 handicap unrelated to ability, 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 subdivision 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:

- 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 contact 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 employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 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 no later than five (5) days after such conviction 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 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for

every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

- In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

19. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

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 of 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 \$1,000,000	Disease Policy Limit Disease Each Employee
Comprehensive General Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate (Applicable on a Per Project Basis)
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	*.

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, 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 Village by any Contractor of 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 insured 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 Agreement pursuant to its terms.
- 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) 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 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.
- 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.
- 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 Awarded 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 Awarded 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 Bid 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 bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Counci! 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 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 sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

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

27. TERM OF CONTRACT

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

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 Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer 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 Awarded Proposer 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 Awarded Proposer 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 Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

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 Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 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 Agreement 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 Agreement, 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.
- 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 Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

33.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

34. WAIVER OF CONTRACT BREACH

34.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

35.1 This Agreement 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 subcontract 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 Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

- 38. NOTICE
- 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

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 FUELING STATION COMPRESSOR MOTOR REPLACEMENT

BACKGROUND

The Village of Downers Grove owns and operates a CNG fueling station located at the Village's Public Works Facility, 5101 Walnut Avenue. The station was built in 2001 by ANGI Energy Systems of Janesville, Wisconsin. It has been upgraded multiple times since being constructed including adding fuel storage, replacing the dispenser, and installing a second compressor motor. 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 DGE (snow plow trucks). At this time, the Village is seeking proposals to replace the oldest of the two compressor motors. The Contractor shall furnish and install one CNG compressor motor as specified herein. The work shall be completed in accordance with the requirements of NFPA 52, and is to be comprised, at a minimum, of the following major equipment items:

- Sauer model WP4341 CNG compressor
- Motor control panel with HMI
- Interconnecting piping

Major system components of the existing station are described as follows:

Compressors

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

Compressor #1 currently has in excess of 10,000 hours and averages approximately 600 hours per year.

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

Compressor #2 currently has in excess of 5,300 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-

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. Proposers needing access to the interior of the CNG station may schedule an appointment in at least 48 hours in advance be sending an email to Mary Zidek (mzidek(a)clowners.us) of the Downers Grove Public Works Department.

DOCUMENTATION

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

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

CODES

The Contractor shall comply with the latest editions of all applicable codes. The appropriate government authorities shall determine the codes that are in force and effect at the time of this proposal. The following codes are applicable to this project as of distribution of this RFP; however, the Contractor shall confirm that the cited codes are applicable at the time the work takes place.

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

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

SCOPE OF WORK

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

- Disconnection and removal of the existing Rix CNG compressor, model 4VX4BG-1) 17.5, serial number 3921, installed in 2001. This compressor shall remain the property of the Village. The contractor shall prepare this compressor for long-term storage including placing the compressor on a pallet/skid and shrink wrapping. Proposals shall detail all necessary steps for proper long-term storage of this unit.
- Furnish and install a new Sauer WP4341 CNG compressor in the existing station. 2)
- Furnish and install new compressor mounting. 3)
- 4) Suction gas integration.
- High pressure gas integration. 5)
- 6) Furnish and install new control system for new compressor.
- Commissioning and start-up of the new compressor and demonstration of proper 7) equipment operation.
- Provision of training to Village personnel in the routine operations and maintenance 8) of the facility.
- Delivery of all documentation to Village. 9)
- 10) Provision of a one-year written warranty on materials and labor covering all systems, components, and materials that comprise the compressor motor and its components.

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

High Pressure Tubing

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

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

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

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

START-UP AND COMMISSIONING

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

The Contractor shall provide on-site support to supervise the start-up and commissioning process. Startup will be considered complete when flow, function tests, and calibration have been satisfactorily completed. Personnel designated by the Village of Downers Grove to operate the facility shall be present during the start-up phase and, as part of the training process, shall perform any tasks relative to their respective job titles under the direct supervision of the Contractor.

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

Operation / Minimum Performance Criteria

Simultaneous CNG dispensing through both fuel nozzles

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

Successful operation of the fuel management, ESD, and card-reader system

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

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

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

TESTING AND INSPECTION

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

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

TRAINING

The Contractor shall provide training for Village employees designated by the Village to operate the facility. One training session will be required. The training provided by the Contractor shall include, as a minimum, the following elements:

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

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

WARRANTY

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

Within each response to this solicitation, Contractors shall clearly identify those items of their proposed system, which are generally considered "routine maintenance items" rather than items falling within the one-year warranty required for this project. Unless specifically listed and described as normal station maintenance and repairs, and unless specifically excluded in the Contractor's proposal, the Village will assume that the full warranty coverage is provided by the Contractor as part of this project. During the first year, the Contractor shall adjust, repair, or replace any faulty equipment or assembly covered under the warranty at no cost to the Village. Warranties shall be in writing, in a form satisfactory to the Village, and shall be delivered to the Village before the final acceptance of the facility. In cases where the manufacturer warrants a

specific piece of equipment for a period of more than one year, the manufacturer's warranty shall take precedence until expiration. Emergency repair shall be performed within 24 hours of notification through the one-year warranty period.

EXPERIENCE REQUIREMENTS

The contractor shall be required before the award of any contract to show to the complete satisfaction of the Assistant Director of Public Works that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The contractor shall be required to give past history and references in order to satisfy the Assistant Director of Public Works in regard to the contractor's qualifications. The Assistant Director of Public Works shall make reasonable investigations deemed necessary and proper to determine the ability of the contractor to perform the work. The Assistant Director of Public Works reserves the right to reject any proposal if the evidence submitted by, or investigation of, the contractor fails to satisfy the Assistant Director of Public Works that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include:

- The ability, capacity, skill and resources to perform the work or provide the service required.
- The ability of the contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
 The character intervity apprentiate in the contractor intervity apprentiate in the contractor.
- 3. The character, integrity, reputation, judgment, experience, and efficiency of the contractor.
- 4. The quality of performance of previous contracts or services with the Village and other municipalities within the last five (5) years.

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

Proposal Format

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

Introduction

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

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

Experience/Staff Resumes

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

Resumes shall be formatted in the following order;

- 1) Position with the Company
- 2) Role in the Project
- 3) Experience with the requirements and tasks being requested
- 4) Work history on similar projects with the company
- 5) Legal relationship of the named person with the prime contractor

Technical Approach/Implementation

A detailed work plan and methodology your firm would follow in performing services under the contract. Do not restate the Village's Scope of Work but rather provide the approach your firm will take and any recommendations. If your firm's approach is different than stated in the Village's Scope of Work, explain how and why. Describe the planned testing methodology and field approach to the project. Account for potential problems to be expected and the possible techniques to be employed for solving those problems.

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

The vendor will present a schedule for the project. The schedule will highlight important milestone dates with a description of what these tasks include. Please include a Gantt-type chart depicting the project from start to final acceptance. Project must be completed before the end of 2018.

Cost Proposal

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

PROPOSAL EVALUATION PROCESS

Vendor Selection

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

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

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

IV. PROPOSAL/CONTRACT FORM

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

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award PROPOSER: Ozinga Energy LLC 6/7/2018 Date: Company Name DaveWesterveld@ozinga.com 19001 Old LaGrange Rd Email Address Street Address of Company Dave Westerve:d Mokena, IL 60448 Contact Name (Print) Village, State, Zip 888.656.0141 708.326.3600 24-Hour Telephone Business Phone 708.326.4243 Signature of Officer, Partner or Fax Sole Proprietor Rich DeBoer, President Print Name & Title ATTEST: If a Corporation Signature of Corporation Secretary VILLAGE OF DOWNERS GROVE: ATTEST: Authorized Signature Signature of Village Clerk Title Date Date

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



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEA	ase print or type):	
Name:	Ozinga Energy, LLC	
Addres	is: 19001 Old LaGrange F	R d
VILLAG	E: Mokens	à
State:	IL .	
Zip:	60448	an factor and standard to record for the proper and the contraction of
Phone:	708 326 3600	FAX: 708 326 4243
TAX ID #	455180616 #(TIN):	
(If you are supply		r, please give your full name)
Name:_ Addres		
VILLAG	E:	
State:		Zap:
TYPE OF ENTI	TY (CIRCLE ONE):	
	Individual	Limited Liability Company -Individual/Sole Proprietor
	Sole Proprietor	Limited Liability Company-Partnership
	Partnership	Limited Liability Company-Partnership Limited Liability Company-Corporation
	Partnership Medical	
	Partnership	Limited Liability Company-Corporation

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to	ueling Station Motor Replace	ement Ozinga Energy, LLC	
the following:	(Name of Dealers)	(Name of Proposer)	31010037 (PETITION

- 1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
- 2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
- Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
- 5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

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

BY: Rich DeBoer
Proposer's Authorized Agent
4 5 - 5 1 8 0 6 1 6 FEDERAL TAXPAYER IDENTIFICATION NUMBER
OrSocial Security Number
Subscribed and sworn to before me OFFICIAL SEAL JOANN L PITTMAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/13/20 Noyary Public)
(Fill Out Applicable Paragraph Below)
(a) Corporation The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Ozinga Energy, LLC, and the full names of its Officers are as follows: President: Rich DeBoer (Manager)
Secretary: Barry N. Voorn (Manager)
Treasurer: Don Van Dyke (Manager)
and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)
(b) Partnership Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: which name is registered with the office of	
which name is registered with the office of	
	in the state of
(a) Sala Dance	<u>.</u>
(c) Sole Proprietor The Supplier is a Sole Proprietor when figure 1.	
The Supplier is a Sole Proprietor whose full name is: and if operating under a trade name, said trade name is:	
oaid frauc halle is	
which name is registered with the office of	in the state of
Are you willing to comply with the Village's preceding insurar days of the award of the contract? YES	ace requirements within 13
nsurer's Name Arch Insurance	
Agent Willis Towers Watson 233 S Wacker Drive Suite 2000	
Street Address 233 S Wacker Drive, Suite 2000	
/illage, State, Zip Code Chicago, IL 60606	
Telephone Number 312 288 7293	ranga
TWO OFF ALL ALL	· ·
We affirm that the above certifications are true and accurate and nderstand them.	that I/we have read and
rint Name of Company: Ozinga Energy, LLC	
rint Name of Company: Ozinga Energy, LLC rint Name and Title of Authorizing Signature. Rich DeBoer	
rint Name of Company: Ozinga Energy, LLC rint Name and Title of Authorizing Signature. Rich DeBoer	

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

Trume of Proposer: Oemga Ellergy, 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 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 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 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
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
Print Name and Title of Authorizing Signature: RichDeBoer
Signature: OSA DESCRIPTION OF THE STREET OF
Date: 6/7/2018

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 CPR Part 661. Signature
Company Name Ozinga Energy, LLC
Title President
Date 6/7/2018

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 bidder 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 bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: Ozinga Energy, LLC	
Address: 19001 Old LaGrange Rd	
Village: Mokena	Zip Code: 60448
	Fax Number: (708) 326 4243
E-mail Address: RichDeBoer@ozinga.com	
Authorized Company Signature:	1 Deposoul
Print Signature Name: Rich DeBoer	Title of Official:President
Date: 6/7/2018	

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 bid submission, an executed Campaign Disclosure Certificate, attached hereto.

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

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the

By signing the bid 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 Under penalty

Under penalty of perjury, I declar	P.
. /	dorman
Signature	Rich DeBoer Print Name
member of the Villa Print the following inform Name of Contributo	for has contributed a campaign contribution to a current age Council within the last five (5) years.
To whom contribution	(company or individual)
Year contribution ma	ade: Amount: \$
Signature	Print Name
filer/aporez\$\My Documents\templates\RFPs\RFPS\	pecs2007.4.doc

Willis Towers Watson I. IIII.

Direct Line: 312-288-7184

Website:

www.willistowerswatson.com

F-mail:

Sarah.E.Green@willistowerswatson.com

June 15, 2018

Village of Downers Grove 801 Burlington Ave Downers Grove, IL 60515

RE:

Ozinga Energy LLC

Village of Downers Grove - CNG Fueling Station Compressor Motor Replacement Bid

To Whom It May Concern:

Please be advised that Western Surety Company (hereafter referred to as "Western Surety") currently provides bonding credit to Ozinga Energy LLC (hereafter referred to as "Ozinga"). At the time of this letter, Western Surety carries an AM Best rating of A FSC XIV and is listed in the US Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Reserving the surety's rights to practice normal underwriting functions, Western Surety is prepared to provide favorable consideration for suretyship offering a single limit of \$10,000,000 and aggregate limit of \$40,000,000.

Should Ozinga be awarded a contract where surety bonds are required we fully anticipate being in a position to arrange for the required performance and payment bonds, subject to Western Surety's review and approval of the contract terms and conditions, and the application of such other underwriting criteria as are pertinent at the time said bonds are requested by Ozinga. Therefore the arrangement for bonds is always a matter solely between Western Surety and Ozinga, and we assume no liability to you or to third parties by the issuance of this letter.

We hold Ozinga in the highest possible regard. If we can provide further assurance or assistance please do not hesitate to contact our office.

Sincerely,

Sarah E. Green Attorney-In-Fact

Western Surety Company

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ila Delman, Susan K Landreth, Mary Ann Powell, Art Pedraza, Mark V Baechle, Kimberly Bragg, Sarah E Green, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of September, 2015.

SEA STATE

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha) a

On this 24th day of September, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE



WESTERN SURETY COMPANY

J. Relation, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AC	ORD)
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CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Manne: PHONE IAIC No. Extt. 1-877-945-7378 E-MAI ADDRESS; certificates&willis.com Neshville, TN 372305191 USA FAX [A/C, No): 1-888-467-2378 INSURED INSURER(S) AFFORDING COVERAGE Oxings Bros. / Inc. NSURERA; Arch Insurance Company 19001 Old Lagrange Rd., Suite 300 NAIC# INSURERS; QBE Specialty Insurance Company Makens, IL 50448 11150 INSURERC: National Surety Corporation 11515 INSURER D 21881 COVERAGES INSURER E THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. CLAIMS-MADE X OCCUR A LIMITS EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence) 1,000,000 ¥ GEN'L AGGREGATE LIMIT APPLIES PER 41GPP8936403 100,000 MED EXP (Any one person) 03/31/2018 03/31/2019 POLICY X JEST 10,000 PERSONAL & ADVINJURY Loc OTHER: 1,000,000 GENERALAGGREGATE AUTOMOBILE LIABILITY 5,000,000 PRODUCTS - COMP/OP AGG X AWY ALTO 2,000,000 OWNED AUTOS DNLY COMBINED SINGLE LIMIT (En scoldent) HIRED AUTOS ONLY Y NON-DUNED AUTOS ONLY 41CAB8936503 2,000,000 BODILY INJURY (Per person) 03/31/2018 03/31/2019 BODILY INJURY (Per accident) UMBRELLA LIAB B PROPERTY DAMAGE (Per accident) OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTIONS 0 EASULD4400 WORKERS COMPENSATION EACH OCCURRENCE 03/31/2018 03/31/2019 5,000,000 AND EMPLOYERS' LIABILITY AGGREGATE AND BANKLOVENS LIABILITY
ANYTHOPRETORPARTNER/EXECUTIVE
DEFICIERAEMBEREXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below s 5,000,000 X SEXTUTE ĮN/Δ 41WCZ8926103 d3/31/2016 d3/31/2019 E.L. BACH ACCIDENT Excess Limbility 1,000,000 EL DISEASE - EA EMPLOYEE SHX - 00015334758 1,000,000 03/31/2018 03/31/2019 \$5,000,000 xs of EL DISEASE - POLICY LIMIT 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AGORD 401, Additional Remarks Schedule, may be attached if more space is required) 5,000,000 Village of Downers Grove, its officers, officials, employees and volunteers are included as Additional Insured with Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation, as permitted by General Liability policy shall be Primary and Non-Contributory to any other insurance in force for or which may be CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

illage of Downers Grove thn: Theresa H. Tarka, Purchasing Agent

AUTHORIZED REPRESENTATIVE

owners Grove, IL 60515

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CORD 25 (2016/03)

<u></u>	AGEN	CY CUSTOMER ID:	
ACORD		Loc #:	
AGENCY	DDITIONAL REMA	RKS SCHEDULE	D.
Willis of Illinois, Inc.		NAMED INSCIPED	Page 2 of 2
POLICY NUMBER		Osinga Bros., Inc. 19001 Old LaGrange Rd., Swite 300	
See Page 1		Mokena, IL 60448	теменина
Sec Page 1	NAIC CODE		
ADDITIONAL REMARKS	See Page 1	EFFECTIVE DATE: See Page 1	
THIS ADDITIONAL REMARKS FORM IS A CO			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto Liability policy shall be Primary to any other insurance in force for or which may be purchased by Additional

Umbrella Follows Form of the General Liability, Automobile Liability, and Employers Liability policies.



Ozinga Energy, LLC 19001 Old LaGrange Road, Mokena, IL 60448 888.656.0141

RFP-0-41-2018/TT

June 15, 2018

To: Village of Downers Grove

Re: CNG Fueling Station Compressor Motor Replacement

Thank you for the opportunity to work towards improving the air quality in the Midwest and promoting the use of compressed natural gas as a transportation fuel. Ozinga is a U.S. based company, and we are excited to partner with local fleets on this environmental initiative.

As a fourth generation, family owned and operated company we are extremely passionate about establishing partnerships that will positively impact our communities, climate and industry. As an Illinois based company, we are available to service the CNG station quickly and effectively. We are well positioned to support Illinois efforts to protect and improve the health and safety of its environment.

The information covered in this proposal includes an overview of Ozinga Energy, our staff and technicians, distributor and dealer information.

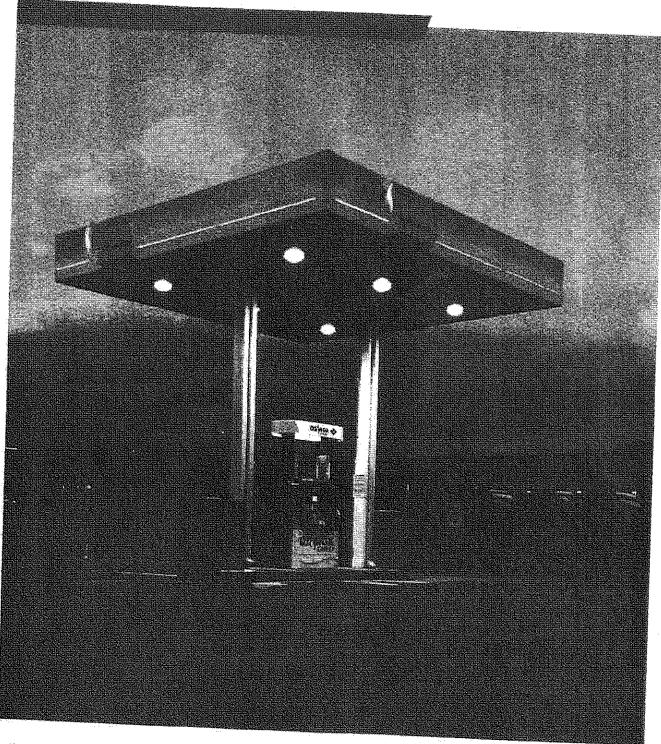
Please contact Rich DeBoer in regards to this proposal. He can be reached at 708.326.4255.

Sincerely

Rich DeBoer

President of Ozinga Energy

Ozinga Energy Statement of Qualifications RFP-0-41-2018/TT







Ozinga Energy

Ozinga is your trusted source for compressed natural gas solutions in the United States. Our energy group began as an effort to promote alternative energy use and help lay the foundation for the nation's clean energy future. We offer on-site and public fleet fuel sales; CNG station construction, design and repair services; and CNG parts and vehicle repair services.

CNG Stations

Compressed natural gas is a clean and safe fuel that is perfect for passenger vehicles and large fleets. Ozinga offers on-site public and fleet fueling stations throughout the Midwest. Our fueling stations are conveniently located near major roadways and offer enough space for vehicles of all sizes to enter, refuel and exit quickly and safely. Plus, each one is well-lit, covered and

Ozinga has been helping expand the use of compressed natural gas since we debuted our first CNG-powered concrete mixer in 2011. Since then, we have added more CNG-powered mixers to our fleet and have broadened our products and services to

We offer expert consultations in every aspect of compressed natural gas fueling. Our experienced team can guide you through the entire process of integrating CNG into your operation—from evaluating your current fueling systems to helping you estimate and shape your long-term needs. Our natural gas fueling consultants can recommend custom fueling solutions, and our CSA-

Over the years, we have built strong partnerships with other CNG innovators, including Xebec, Kraus Global, Bauer

Products and Services

Whether you are looking to service your personal CNG vehicle or need a natural gas solution for your large company fleet, Ozinga can help. We offer a variety of CNG products and services that suit your specific needs and help prepare you for future

CNG ON-SITE PUBLIC AND FLEET FUEL SALE

Compressed natural gas is a clean and safe fuel that is perfect for passenger vehicles and large fleets. Ozinga offers on-site public and fleet fueling stations throughout the Midwest. Our fueling stations are conveniently located near major roadways and offer enough space for vehicles of all sizes to enter, refuel and exit quickly and safety. Plus, each one is well-lit, covered and

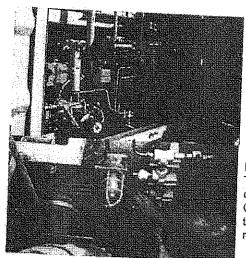
CNG STATION REPAIR SERVICES

Your CNG station is an asset to your company's operation. When it's in need of repair, it can cost you time and money. Ozinga specializes in CNG station repair services so that you can maximize your fleet and keep your business running smoothly.



24/7 Emergency Call Out

Accidents happen, but when they do, you need someone who understands how valuable your time truly is to your business. Ozinga offers 24/7 emergency callout repair services for your CNG station. No matter if you have an issue at 3 PM or 3 AM, one of our expert technicians will get to your station ASAP to help you get

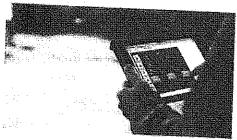


Preventative/Scheduled Maintenance

In order to keep your CNG station running efficiently, preventative and scheduled maintenance plans are a must. We offer contracts to ensure your equipment is always functioning in the right way. We also offer quarterly health checks on stations and nozzles. Our expert technicians will visit once every quarter and thoroughly inspect your station and nozzles. This not only keeps you aware of your station's current needs but also helps catch issues before they become larger problems.

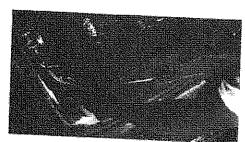
Free Baseline Station Health Evaluations

There is a lot that goes into ensuring your CNG station is healthy. If you're not careful, you may overlook an important element, instead of hoping for the best, let Ozinga provide you with a free baseline station health evaluation. Our expert technicians will thoroughly assess your station and provide you with recommendations and solutions to keep your operation running efficiently.



Station Software Remote Repair Capability

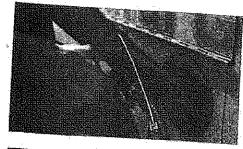
Having the ability to remotely control your station reduces on-site travel costs and allows challenges to be addressed quickly. We offer software with remote repair capability that enables seamless testing and monitors your CNG station. This software sends diagnostics data to our database so we can assess your station in real time. This diagnosis helps to define proactive care activities and preventive maintenance, as well as improves uptime via proactive fault notification and automated repair.



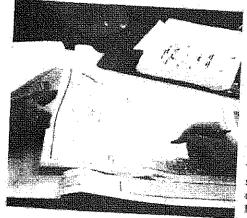
Leak Surveys

CNG leaks can deter your operations and be costly to repair. Ozinge offers leak surveys that will rigorously check your CNG containers and lines for signs of damage and leaks. We will then provide the right solution to help keep your CNG station running efficiently.

CNG FUELING STATIONS



Whether your fleet utilizes five or fifty CNG-powered vehicles. Ozinga can get you up and running with compressed natural gas fast. We offer a variety of CNG station layouts and CNG fueling solutions to help you find the best fit for your fleet. With a vast knowledge of CNG station implementation and various CNG solutions, we can assess your current needs and prepare for today and prepare you for future growth.

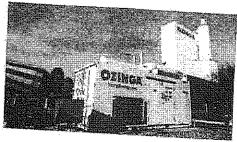


Station Custom Design and Construction

From fast-fill to time-fill, our team will work with you to determine the right type of CNG station that best suits your current needs while also offering a vision for the

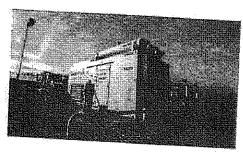
Fast-fill CNG fueling stations are an option for fleets that can also be converted for retail use. These stations are a convenient method of delivering CNG as quickly as traditional liquid fuels, with delivery speeds up to 20 gasoline gallon equivalents (GGEs) in less than five minutes. If your fleet requires occasional fillups throughout the workweek, a fast-fill CNG fueling station may be the solution

Time-fill CNG fueling stations are a lower cost option that can be designed and scaled to meet your fleet fueling needs. Whether it's a fleet of a few trucks or 60, our time-fill CNG fueling systems can provide you with a cost-effective CNG fueling solution that meets your individual needs now and plans ahead for future growth. No matter what type of fleet works best for your needs, you can count on Ozinga to be there every step of the way provide right solution.



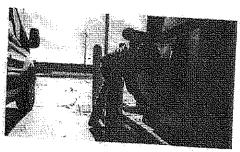
Compressor Systems

Our team has the expertise to provide your CNG station with a trusted compressor system. We offer compressors from the following companies: Bauer Compressors, GE Compressors, Atlas Copco, Angi, Sauer, and J-W Power



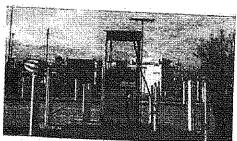
Storage Systems

Ne matter what type of CNG station you have, you need to ensure you are storing your natural gas in a safe place. Our team will provide your station with the right storage system that suits your needs.



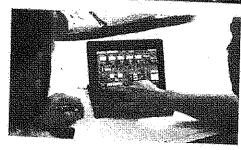
Dispensing Systems

The right CNG dispenser makes it easy for your fleet to fuel up. Ozinga offers a variety of dispensing systems, including Bennett, OPW, Wayne, Angl and Kraus



Point of Sale Systems

Having the right point of sale system can help ensure your public fueling station is more convenient and accessible. From accepting all major credit cards to exclusive fuel cards, our team can work with you to ensure you receive the POS system you need to keep your operation running smoothly.

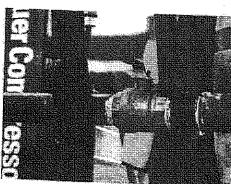


Monitoring Services

Keeping an eye on your operation is always important, and so is ensuring that your station has the right backup in place. Ozinga works with Sierra Monitor Corporation to provide the remote and backup station monitoring services necessary for optimal operation.

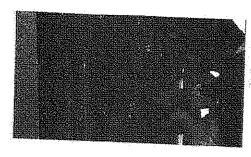
CNG PARTS

A lot of moving parts go into creating a CNG station, and when there's an issue with even the smallest one, it could put your entire operation on hold. Thankfully, Ozinga offers CNG parts replacement and service to keep your fueling station operating efficiently.



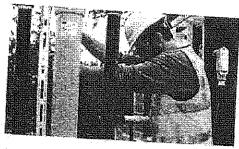
Compressor Parts

When an issue arises with your compressor, you want to have the issue addressed by an experienced professional. Ozinga specializes in servicing and providing CNG compressor parts from manufacturers including Bauer Compressors, GE Compressors, Sauer, Angi, Ariel, Atlas Copco, and J-W Power Company.



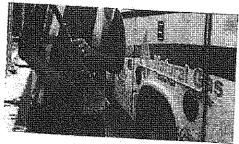
Dispenser Parts

Properly working dispensers are an asset to your business. If you're in need of dispenser parts, such as Bennett, OPW, Wayne, Angi, and Kraus Global, let Ozinga supply you with the exact piece you need to keep your natural gas supply flowing.



Dryer/Filtration Parts

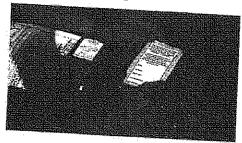
If there's an issue with your filtration system, it can wreak havoc on your entire operation. Ozinga offers dryer/filtration parts from Xebec and PSB Industries, Inc. to help keep your natural gas operation running efficiently.



Nozzles, Hoses and Fittings

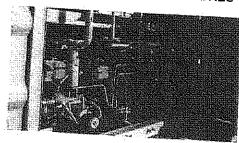
Needing a small part is just as important as needing something larger. When your operation is in need of CNG nozzles, hoses and fittings, you can count on Ozinga to deliver. We work with OPW, Bennett, and Kraus Global to supply you with the

VEHICLE SERVICE

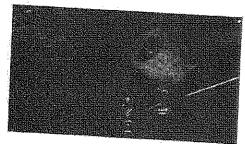


Your CNG vehicle is different than vehicles that run on petroleum-based fuels. It requires different maintenance and the care of an expertly trained technician. Our team at Ozinga can provide the right type of CNG vehicle service you need to improve your vehicle's safety and longevity.

MAINTENANCE REPAIR FACILITIES

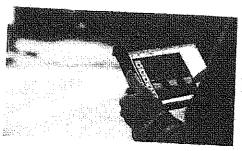


Whether you run a small CNG station or a large operation, you need to be aware of the common risks and hazards associated with storing natural gas. Ozinga offers methane detection system installation and maintenance as well as ventilation systems to ensure that your CNG station always puts safety first.



Methane Detection System installation/Maintenance

Natural gas is comprised of methane, and too much methane in one area can lead to fire or explosion. Ozinga provides methane detection systems that will monitor your methane levels and alert you if they are abnormal. Our team also provides regular maintenance to current methane detection systems to ensure they are functioning properly to give you peace of mind.



Ventilation Systems

Combustible and toxic gases can create health and safety hazards. When you have a CNG station, you need to ensure that you have the right ventilation system in place. Ozinga offers ventilation system installation to keep your operation protected. Our team will work with you to provide the right system that matches the size and needs of your operation.

Third Party Station Work

SERVICES WE OFFER:

- Full Operation and Maintenance Full coverage, Fixed Price or per GGE price
- Preventative Maintenance Fixed price for manufacturer's recommended maintenance
- Time and Materials Guarantied response times. Locked pricing for parts and labor
- Remote Monitoring 24/7/365 call center, access to remote technicians round the clock
- Point of Sale maintenance and upgrades
- PLC and SCADA systems maintenance and upgrades
- Factory trained total station repair, maintenance, and warranty
- Station performance modifications
- Equipment reconfiguration/station upgrades
- Station design and consulting
- Gas detection and miligation system design, installation, repair, maintenance, and calibration
- CNG Training station operators, station users, station owners, and first responder

MANAGEMENT TEAM

RICH DEBOER

PRESIDENT OF OZINGA ENERGY

Rich has over 41 years in property and fleet maintenance for Ozinga. He implemented the compressed natural gas program at Ozinga in 2011. Overseeing the administration of the Ozinga Energy program, 5 CNG fleet fueling stations, maintenance and

JEFFREY BONNEMA

VICE PRESIDENT OF FLEET MAINTENANCE

Jeffrey has 15 years of experience in personnel and parts management, a strong mechanical engineering background, and indepth knowledge of fleet operations and alternative fuel. For the last 8 years, Jeff has been involved in building numerous LNG and CNG stations and currently manages the Ozinga Energy program, which includes overseeing five CNG fleet fueling stations

DAVE WESTERVELD

OPERATIONS MANAGER

David has 12 years experience with fleet and plant maintenance and the last 6 years have been in the CNG industry. As the operations manager he manages the day to day operations as well as consulting, sales, customer service, station design and build, and repairs.

MELANIE STUURSMA

OFFICE MANAGER

Melanie is the direct point of contact to the customer and handles various administrative tasks such as quote creation, invoicing, service tickets,

TECHNICIAN TEAM

AARON CUNNINGHAM

SENIOR SYSTEMS ENGINEER

- Assists with developing and maintaining our marketing and inventory control software.
- Organize and manage Company Data.
- Generating date-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.

DAVID DIMPERIO

CNG TECHNICIAN

- Diagnose and repair compressors
- Maintain CNG sites
- Construct new cng sites
- install proprietary equipment
- Organize inventory
- Handle emergency call outs
- Order new equipment/parts
- Ongoing education/certification
- Diagnose and repair of dispensers and compressor faltures
- Knowledgable of low voltage and high voltage (4-20, 480V)
- Phone support
- Major compressor overhauls in high pressure situations and high call volumes.
- Facilitated renewal and cancellation of policies.

DARRYL DUNN

FIELD SERVICE TECHNICIAN

- Diagnose and repair compressors
- Maintain CNG sites
- Construct new cng sites
- install proprietary equipment
- Organize inventory
- Handle emergency call outs
- Order new equipment/parts
- Ongoing education/certification
- Diagnose and repair of dispensers and compressor failures
- Knowledgable of low voltage and high voltage (4-20, 486V)
- Phone support
- Major compressor overhauls
- Delivered product to customers safely and incident free
- 300 hours training on safety procedures, spill procedures and fire hazards

SETH EENIGENBURG

FIELD SERVICE TECHNICIAN

Diagnose and repair compressors

- Maintain CNG sites
- Construct new cng sites
- instali proprietary equipment
- Organize Inventory
- Handle emergency call outs
- Order new equipment/parts
- Ongoing education/certification
- Diagnose and repair of dispensers and compressor failures
- Knowledgable of low voltage and high voltage (4-20, 480V)
- Phone support
- Major compressor overhauls
- Delivered product to customers safely and incident free
- 300 hours training on safety procedures, spill procedures and fire hazards

JEFF BAILEY

ELECTRICAL ENGINEER

- Two decades of experience with the railroad as an Electrician Apprentice, Electrician, Electrical Supervisor, Signal Supervisor, Electrical
- Has attended many industry focused training schools from manufacturers such as GM- Electromotive, GE Transportation Systems, NY,
- 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
- For ten years, he operated his own business building and installing control and instrumentation systems in many industries in the U.S. and
- Has a widely varied background with steel mills, ceramic fabrication plants, marine dredging, shipboard systems, bottling plants, railroads,

JOEL KROPIEWNICKI

ELECTRICAL ENGINEER APPRENTICE

- 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.

JASON VANDER WAL

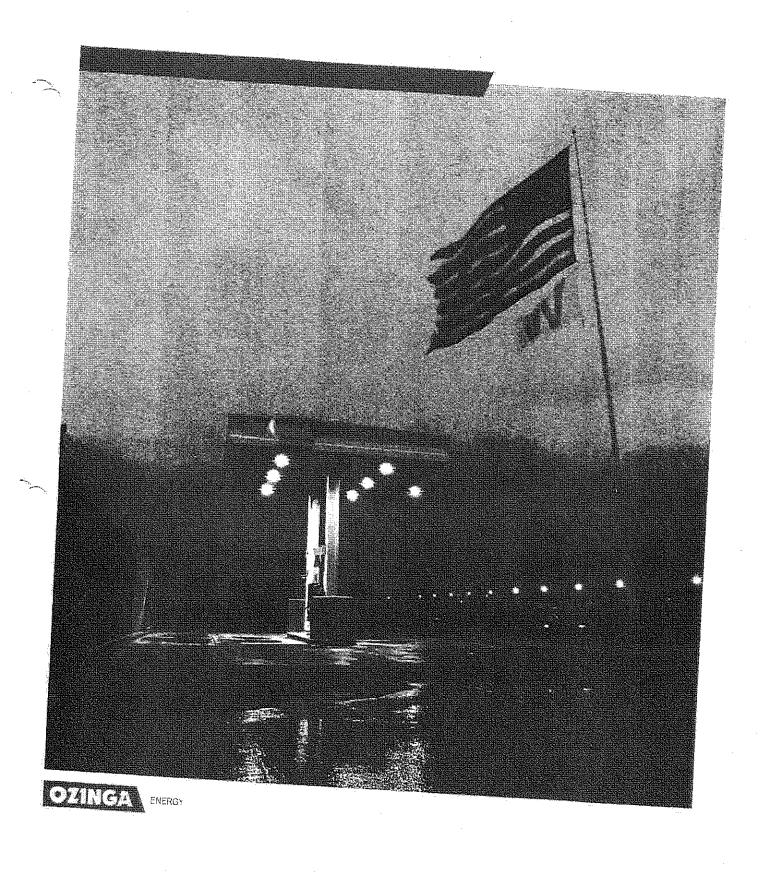
TECHNICIAN

- 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.

Authorized Dealer and Distributors

Ozinga technicians are factory trained and certified to service and maintain today's most cutting edge equipment. We have developed long standing relationships with the best manufacturers in the industry.

- Bauer Compressors USA
- J-W Power Company
- GE oil and gas
- Atlas Copco
- Greenfield
- Sauer Compressors USA
- Sierra Monitoring Corporation



RESUMES

MANAGEMENT TEAM

RICH DEBOER

PRESIDENT OF OZINGA ENERGY

Rich's role in the project would consist of technical support and project planning. Rich has over 41 years in property and fleet maintenance for Ozinga. He implemented the compressed natural gas program at Ozinga in 2011. Overseeing the administration of the Ozinga Energy program, 5 CNG fleet fueling stations, maintenance and future CNG station builds are Rich's main responsibility. Rich's legal relation to the contractor is "employee".

JEFFREY BONNEMA

VICE PRESIDENT OF FLEET MAINTENANCE

Jeffrey's role in the project would consist of project planning. Jeffrey has 15 years of experience in personnel and parts management, a strong mechanical engineering background, and in-depth knowledge of fleet operations and alternative fuel. For the last 8 years, Jeff has been involved in building numerous LNG and CNG stations and currently manages the Ozinga Energy program, which includes overseeing five CNG fleet fueling stations as well as planning and executing all future CNG station builds. Jeffrey's legal relation to the contractor is "employee".

DAVE WESTERVELD

OPERATIONS MANAGER

David has 12 years' experience with fleet and plant maintenance and the last 6 years have been in the CNG industry. As the operations manager he manages the day to day operations as well as consulting, sales, customer service, station design and build, and repairs. Dave's role in the project would be overseeing all operations and equipment installation. Dave's legal relation to the contractor is "employee".

MELANIE STUURSMA

OFFICE MANAGER

Melanie's role in the project includes any administrative duties including ordering, billing, and customer support. Melanie has 10 years of administrative experience. Melanie's legal relationship to the contractor is "employee".

TECHNICIAN TEAM

AARON CUNNINGHAM

SENIOR SYSTEMS ENGINEER

- Aaron's role in the project would consist of technical support and project planning.
- Aaron has 10 years' experience in the CNG industry.
- 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 c-commerce websites.

RESUMES

- Maintaining and deploying workstations, printer maintenance and configuration, and User
- Both IT and programming tasks will require you to communicate effectively with non-
- Be a detail-oriented self-starter with good troubleshooting, problem-solving, and time-
- Ability to manage/prioritize a variety of projects.
- Aaron's legal relation to the contractor is "employee".
- Participated in all aspects of Compressed Natural Gas Station builds for the company which includes 25 or more projects.

DAVID DIMPERIO

CNG TECHNICIAN

- Dave's role in the project would be the technician onsite.
- Dave Dimperio has 4 years experience building, repairing, and maintaining CNG stations.
- Participated in all aspects of Compressed Natural Gas Station builds and maintenance for the company which includes 25 or more projects.
- Diagnose and repair compressors.
- Maintain CNG sites.
- Construct new CNG sites.
- Install proprietary equipment.
- Organize inventory,
- Handle emergency call outs.
- Order new equipment/parts.
- Ongoing education/certification.
- Diagnose and repair of dispensers and compressor failures.
- Knowledgeable of low voltage and high voltage (4-20, 480V).
- Phone support.
- Major compressor overhauls in high pressure situations and high call volumes.
- Facilitated renewal and cancellation of policies.
- David's legal relation to the contractor is "employee".

DARRYL DUNN

FIELD SERVICE TECHNICIAN

- Darryl's role in the project would be the technician onsite.
- Darryl has 9 years' experience working with compressors and natural gas.
- Diagnose and repair compressors.
- Maintain CNG sites.
- Construct new CNG sites.
- Install proprietary equipment.
- Organize inventory.
- Handle emergency call outs.
- Order new equipment/parts.
- Ongoing education/certification.
- Diagnose and repair of dispensers and compressor failures.

RESUMIES

- Knowledgeable of low voltage and high voltage (4-20, 480V).
- Phone support.
- Major compressor overhauls.
- Delivered product to customers safely and incident free.
- 300 hours training on safety procedures, spill procedures and fire hazards.
- Darryl's legal relation to the contractor is "employee".

SETH EENIGENBURG

FIELD SERVICE TECHNICIAN

- Seth's role in the project would be the technician onsite.
- Seth has I year experience in the CNG industry building CNG stations.
- Diagnose and repair compressors.
- Maintain CNG sites.
- Construct new cng sites.
- Install proprietary equipment.
- Organize inventory,
- Handle emergency call outs.
- Order new equipment/parts.
- Ongoing education/certification.
- Diagnose and repair of dispensers and compressor failures.
- Knowledgeable of low voltage and high voltage (4-20, 480V).
- Phone support.
- Major compressor overhauls.
- Delivered product to customers safely and incident free.
- 300 hours training on safety procedures, spill procedures and fire hazards.
- Seth's legal relation to the contractor is "employee".

JEFF BAILEY

ELECTRICAL ENGINEER

- Jeff's role in the project would be any electrical consulting and/or electrical work onsite.
- Jeff has 25 years' experience in the electrical industry.
- 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
- 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.

RESUMES

Jeff's legal relation to the contractor is "employee".

JOEL KROPIEWNICKI

ELECTRICAL ENGINEER

- Joel's role in the project would be any electrical consulting and/or electrical work onsite. Joel has 15 years' experience in the electrical industry.
- 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
- Joel's legal relation to the contractor is "employee".

JASON VANDER WAL

TECHNICIAN

- Jason's role in the project would be any electrical consulting and/or electrical work onsite. Jason has 15 years' experience in the electrical industry.
- 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.
- Jason's legal relation to the contractor is "employee".

	Project Name: Downers Grove CNG Station Upgrade Bectrical Contact: Main Contact: Jeffrey Bonnema Address: 5101 Walnut Averne, Downers Grove, IL
Week	1 2 2 2 Towners Grove
Order Equipment Onsite Visit for Scope of Work	
Coordinate Delivery of Equipment	
Goordinate with DG to Remove and Install Equipment Deliverad	
Remove Old and Install New Compressors	
Suction and High Pressure Integration	
Start up.	
Contribssion Station and Punch List	
**** Upon contract significa On Fronting will	
o o criscial will push to e	expedite the equipment

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CNG Fueling Station Compressor Motor Replacement RFP-0-41-2018/TT

SCOPE OF WORK

- Disconnect and remove RIX compressor
- Furnish and install new compressor mounting
- Furnish and install new Sauer 4341 CNG compressor
- Suction gas integration
- High Pressure gas integration
- Furnish and install new control system for new compressor
- Start-up and commissioning
- Provide I year full warranty

COST PROPOSAL

Sauer 4341 1,200 RPM CNG	Compressor
Motor Control Panel with HM	11
Freight	
Electrical	
Labor and Installation	
Total	\$74,753.00





19001 Old LaGrange Road, Mokena, IL 60448 708.326.4200

CNG Fueling Station Compressor Motor Replacement FRP-0-41-2018/TT References

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ivanvleet@cityofhobart.org
219.942.2489

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Kyle Weuve
kweuve@wwiransport.com
515.249.9435

Michigan Sanity District 1100 E 8th Street Michigan City, IN 46360 Darren Pflaumer dinflaumer@mesan.org 219.874.7799