

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**7/2/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Air Compressor Replacement	Jeff Pindelski Fire Chief

**SYNOPSIS**

A motion is requested authorizing the purchase and installation of a replacement air compressor at Station 103 from Air One Equipment for the amount of \$43,985.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY19 budget includes \$50,000 in the Capital Equipment Replacement Fund for this repair.

**RECOMMENDATION**

Approval on the July 2, 2019 Consent Agenda.

**BACKGROUND**

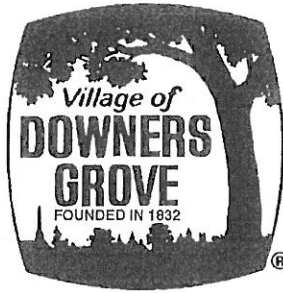
A Request for Proposal was issued on April 5, 2019 in accordance with the Village's Purchasing Policy and Air One Equipment, Inc. submitted the only proposal that was within the budgeted amount and met the specifications. The quoted amount is \$43,985.00 and includes installation and in-service training for the new unit, as well as trade-in and removal of the existing air compressor system.

The air compressor system is used to fill Fire Department air bottles that are used for structural firefighting, SCUBA diving, and rescue tool operation. Air systems used for breathing air must be tested quarterly to ensure there are no contaminants within the air supply. The current system is over 25 years old and is well beyond its life expectancy. The current system is no longer serviceable.

**ATTACHMENTS**

Contract Documents

## Village of Downers Grove

**® REQUEST FOR PROPOSAL**

Name of Proposing Company: Air One Equipment, Inc.

Project Name: Breathing Air Compressor System with Fill Station

Proposal No.: RFP-0-18-2019/DC

Proposal Due: April 5, 2019 @ 10:00am

Pre-Proposal Conference: No

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: No

Certificate of Insurance: **Yes**

Legal Advertisement Published: March 21, 2019

Date Issued: March 21, 2019

This document consists of 26 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

PURCHASING AGENT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-6811  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

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

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**I. REQUEST FOR PROPOSALS****1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to April 5, 2019 @ 10:00am.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: PURCHASING AGENT, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

**2. PREPARATION OF PROPOSAL**

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

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the requirements of the Contract Documents considered severally and collectively.

**3. PRE- PROPOSAL CONFERENCE**

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

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

**4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

**5. SECURITY FOR PERFORMANCE**

5.1 Not applicable

**6. DELIVERY**

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

**7. TAX EXEMPTION**

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

**8. RESERVED RIGHTS**

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

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**II. TERMS AND CONDITIONS****9. VILLAGE ORDINANCES**

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

**10. USE OF VILLAGE'S NAME**

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

**11. SPECIAL HANDLING**

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

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

**13. NONDISCRIMINATION**

- 13.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

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- 13.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

**14. SEXUAL HARASSMENT POLICY**

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

- 14.1.1 Notes the illegality of sexual harassment;  
 14.1.2 Sets forth the State law definition of sexual harassment;  
 14.1.3 Describes sexual harassment utilizing examples;  
 14.1.4 Describes the Proposer's internal complaint process including penalties;  
 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and  
 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**15. EQUAL EMPLOYMENT OPPORTUNITY**

- 15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- 16. DRUG FREE WORK PLACE**  
Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against

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employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 17.1 Not applicable

**18. PREVAILING WAGE ACT**

The Prevailing Wage Act is not applicable to this Contract.

**19. PATRIOT ACT COMPLIANCE**

- 19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims,

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damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**20. INSURANCE REQUIREMENTS**

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

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(Pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$5,000,000	
Products Liability	\$10,000,000	

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.

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- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as

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the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**21. COPYRIGHT/PATENT INFRINGEMENT**

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

**22. COMPLIANCE WITH OSHA STANDARDS**

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

**23. CERCLA INDEMNIFICATION**

- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

**24. BUY AMERICA**

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

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

**25. CAMPAIGN DISCLOSURE**

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

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Campaign Disclosure Certificate, attached hereto.

- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**26. SUBLETTING OF CONTRACT**

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

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

**27. TERM OF CONTRACT**

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

**28. TERMINATION OF CONTRACT**

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or

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negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**29. BILLING & PAYMENT PROCEDURES**

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 29.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**31. STANDARD OF CARE**

- 31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer’s failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer’s services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by

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Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

**32. GOVERNING LAW**

32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**33. SUCCESSORS AND ASSIGNS**

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

**34. WAIVER OF CONTRACT BREACH**

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

**35. AMENDMENT**

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

**36. NOT TO EXCEED CONTRACT**

36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

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

**37. SEVERABILITY OF INVALID PROVISIONS**

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

## Village of Downers Grove

**38. NOTICE**

- 38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**39. COOPERATION WITH FOIA COMPLIANCE**

- 39.1 Contractor acknowledges that the Freedom of Information Act does 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.

## Village of Downers Grove

**III. DETAIL SPECIFICATIONS**

- Breathing compressor complete with a 4 stage, air cooled compressor 14.0 CFM @ 6000 PSI – 10 H.P electric motor (208-230V/3phase)
- Air Purification System with CO monitoring system to air compressor required to meet NFPA 1989, 2008 edition.
- Fill station with 4 bank manual cascade controls, fill panel with gauges, filling whips and high pressure regulator, 2 position fill station, upgraded to automatic fill option.
- 4 cylinder DOT 6000 PSI cascade system.
- Delivery, freight, installation and training of complete system.
- Provide specifications, drawings, pamphlets or brochures of system being proposed.
- Indicate what the warranty on the system will be.

## Village of Downers Grove

**IV. PROPOSER'S RESPONSE TO RFP**

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

**Sales Specifications**  
**Breathing Air Module**  
**Model BAM06H**

The entire breathing air module shall be integrated into a single, free-standing unit third party certified to meet cTUVus standards. The outer frame shall be of heavy-duty construction consisting of welded two inch square tube. To minimize radiant sound level the enclosure shall contain sound absorbing material.

The unit shall be designed to allow installation flush against a wall without inhibiting cooling air flow or maintenance access. The complete system shall not exceed the following dimensions.

31 ¼" (W) X 42"(D) X 66"(H)

The breathing air module shall be factory assembled and tested to assure quality and reliability. The system scope of supply shall be housed within the confines of the sheet metal enclosure; to include: UL listed electrical panel, purification system, muffler reservoir and pressure bearing components as follows:

**Compressor:** The compressor block shall be four stage, air cooled, pressure oil lubricated of "V" configuration and rated for continuous duty at 6000 psig with a charging rate of 14.0 cfm. The crankcase shall be of all cast iron construction, fully enclosed and support an iron crankshaft with oversized ball bearings on each end. Only two connecting rods shall be utilized. Each connecting rod shall be equipped with needle bearings on each end for long life. All pistons shall be of the captive design, manufactured of aluminum or steel and incorporate rings on all stages. Cylinders shall be of aluminum or cast iron construction with deep cooling fins to provide maximum heat dissipation. The compressor flywheel shall incorporate a high velocity fan to remove heat from the compressor. Cooling air flow from the fan shall be a minimum of 3000 cfm. Individually mounted intercoolers shall be utilized after each stage of compression and the aftercooler shall be designed to deliver final air at a temperature not to exceed 18 degrees F above ambient. Suction and delivery valves shall be designed in such a manner that they can be replaced without replacing the entire assembly. Valve inspection covers are to be provided on the first and second stage cylinders. Relief valves shall be utilized after each stage of compression.

The pressure lubrication system shall include an oil pump to supply metered quantities of lubricant directly to the fourth stage piston through a regulator and replaceable spin-off type, full flow filter. The oil pump shall be directly driven off of the crankshaft. Belt driven pumps shall not be acceptable. An oil level sight glass shall be provided for checking the crankcase oil level.

The compressor system shall have a moisture separator after every stage of compression. An automatic drain system shall be supplied to periodically discharge accumulated condensation from each moisture separator during operation and whenever the unit shuts down.

Compressor systems requiring cool down or (unloaded running periods) and those that require auxiliary cooling fans are not acceptable. The compressor system must be rated for continuous operation with no intermittent duty cycles.

The compressor manufacturer shall have an ISO 9001 quality management system standard approval on the design and manufacture process.

**Compressor enclosure:** The breathing air module shall be fully enclosed with solid steel panels, minimum thickness 14 gauge. All sections of the compressor enclosure shall be lined with sound absorbing material.

An air ducting system that allows against-the-wall installation by drawing cooling air from below the unit and directing it upwards and away from the operator and control panel shall be provided.

Insulated and gasketed maintenance access doors equipped with quarter turn latches shall be located on both sides and in front of the compressor system. These latches shall be designed to draw the access doors into the frame opening. Male-female hinges on side doors shall be used to allow their fast and easy removal without requiring hand tools.

The underside of the cabinet shall be grated to prevent debris from entering the compressor compartment.

**Auto drain muffler/reservoir:** An automatic drain muffler/reservoir system, manufactured of 14 gauge steel, shall be incorporated into the package. The reservoir shall be designed to capture discharged condensation without the need for piping to the outside and to reduce the discharge noise level. A conveniently located valve shall be supplied on the outside of the cabinet to periodically drain the condensate accumulated in the muffler/reservoir at atmospheric pressure.

**Electric motor:** NEMA designed B, 2-pole, 10 horsepower, open drip proof motor shall be furnished for \_\_ phase, \_\_ hertz, \_\_ volts. The motor shall be suspended underneath the compressor baseplate. This baseplate shall incorporate rubber shock mounts, which isolates vibration from the rest of the cabinet. The V-belt drive shall be guarded to meet OSHA requirements.

**Purification system:** The purification system and replacement filter cartridges shall be manufactured by the same company as the compressor package. The system shall be a multi-chamber arrangement each constructed of 7075T6

aluminum alloy with a tensile strength of 83,000 psi and designed for 6000 psi working pressure with a 4 to 1 safety factor. The first chamber shall be a mechanical separator to eliminate oil and water. Subsequent chambers shall utilize replaceable filter cartridges constructed of high strength, non-corrosive FDA grade polycarbonate plastic.

Non-corrosive stainless steel springs and spin welded end caps shall be incorporated within the cartridge boundary. The cartridges shall be designed to remove water vapor, hydrocarbons, noxious gases, taste and odors.

Systems requiring depressurization to check filter condition shall not be acceptable. Carbon monoxide shall also be eliminated by catalytic oxidation. The purification system shall process 34,200 cf (with a 70° F inlet temperature) before cartridge replacement. The air delivered shall meet CGA grade D & E and NFPA 1989 (2008 edition) air quality standards.

**Control system:** The unit shall include all necessary controls to assure efficient operation and monitor compressor performance. All necessary electric motor controls shall also be included and rated for NEMA class 12. As a minimum, the control system shall include the following:

- Air pressure switch to automatically start and stop the unit in order to maintain system pressure.
- High air temperature shutdown.
- Direct online IEC starter package with a 24 volt control voltage.
- PLC controller.
- Illuminated power "on" switch.
- Independent "start" and "stop" push button switches.
- Emergency stop button.
- Low oil pressure switch.

**Instrumentation:** The unit shall include all necessary gauges and lights necessary to indicate all normal and shutdown conditions. All gauges, lights and indicators shall be mounted on a steel control panel centrally located on the front of the unit and also within the cabinet.

As a minimum, the instrumentation panels shall include the following:

- Compressor interstage and final air pressure gauges.
- Hour meter.
- High air pressure shutdown light.
- High air temperature shutdown light.
  
- Low oil pressure light

**Carbon monoxide monitoring system:**

The CO monitor shall be mounted on the compressor operations panel.

- Shall be piped into the air flow downstream of the purification system
- Shall be tamper-resistant requiring a keystroke sequence to access monitor controls.
- Must have a warning light, audible alarm & shutdown for high concentrations of CO.
- Shall reliably detect co concentrations from 0 to 10 ppm. A digital readout shall continuously indicate the amount of CO in the compressed breathing air.
- Must be capable of adjustment at any point on the monitor between 5 to 10 ppm for shutdown.
- The unit shall automatically go through the calibration process every 90 days.
- Calibration kit with 20 ppm CO is to be provided. Additionally, a cylinder with 0 ppm of CO shall be provided to conveniently and accurately calibrate the monitor.
- The system shall come complete with solenoids to control system calibration.

**Sales Specifications**  
**Enclosed Containment Fill Station**  
**Model SCFS2-4HP**

The fill station shall be designed for stationary applications. The unit shall be totally enclosed, constructed of 3/16 inch plate steel and designed to contain an SCBA cylinder and metal fragments in the event of rupture during the filling process. The fill station shall be designed to vent rapidly expanding air away from the operator.

The fill station shall be ergonomically designed to allow the filling of two (2) SCBA bottles either separately or simultaneously. The maximum length of the SCBA bottle with the valve and fill adapter shall be 29 inches. Access to the enclosure for loading the SCBA cylinder shall be via a manually operated, tilt out door. The fill station door shall be provided with assisting devices to assure smooth operation and reduce operator fatigue. The fill station door shall be constructed of 3/16 inch plate steel. The SCBA cradle shall contain two (2) fill positions. Each fill position shall be lined with material to protect each SCBA cylinder from abrasion. The carriage shall be mounted on a pivoting system that will lower the cylinders to a near horizontal position and allow full access to all SCBA bottles, fill hoses and valve assemblies with minimal operator fatigue.

To ensure operator protection, a fully automatic safety interlock that prevents SCBA cylinder filling until the door is completely closed shall be provided. Two (2) fill hoses with SCBA adapters shall be provided and located within the enclosure. The fill hoses shall be protected by a safety relief valve set at 4700 psi.

The fill station shall be designed to fill the SCBA cylinders within the fill station boundary. The control panel shall include a 0 to 6000 psi adjustable regulator, regulated outlet pressure gauge, one (1) SCBA fill valve and bottle pressure gauge.

A painted steel fill panel affixed with a silk screen overlay shall be mounted on the front of the unit. The overlay shall contain an embedded airflow schematic. The fill station shall be designed to cascade the air storage system. The control panel shall include pressure gauges and flow control valves for four (4) storage banks. Piping shall be arranged to permit each bank to be filled or drawn down independently of other banks. This allows the operator to draw air from one bank to fill SCBA's, while simultaneously refilling another bank from the compressor. A bypass valve shall be supplied to permit direct use of the compressor, bypassing the storage system. A regulated auxiliary fill outlet, complete with a valve and high pressure coupler with mate shall be standard.

The fill station shall be built and tested to conform to NFPA 1901 and the recommendations in NFPA 1500.

## Sales Specifications

### Optional Accessories

#### Auto cascade control:

For simplicity and ease of operation, a pneumatically controlled automatic priority fill system shall be provided for \_\_4\_\_ air storage banks. The system shall optimize the filling process by permitting the storage system to directly fill the SCBA cylinders through an automatic sequencing valve network. The filling sequence will operate successively starting with the lowest pressure bank and progressing to the next highest pressure bank until the SCBA cylinders are filled. The system shall be flexible enough to utilize the compressor for cylinder top off if there is insufficient pressure in the storage banks. This design shall perform all cascade functions and reduce the possibility of operator confusion.

When the filling sequence is complete the compressor shall automatically refill each storage bank successively starting with the highest pressure cylinder bank first and ending with the lowest pressure cylinder.

A manual bypass valve shall be supplied to permit direct use of the compressor, bypassing the air storage system. An auxiliary outlet, complete with a valve and quick disconnect fitting, shall be supplied as standard.

**Sales Specifications**  
**Air Storage System**  
**Model TM6004**

The breathing air storage system shall include the number and type of cylinders specified below, wall mounted inline using B-channel and Individual clamps. The system shall include all fittings, interconnecting piping, valves and hardware necessary to operate as a cascade system and meet all current DOT, TC, and ISO 9809 code requirements.

**UN system** - The breathing air storage system shall consist of four (4) UN storage cylinders each with a minimum capacity of 509 cubic feet of air at 6000 psig.

**Delivery and Installation:**

- Delivery to DOWNERS GROVE FIRE DEPT
- Disconnect and remove existing system if needed.
- Install all system components for turn-key operation
- Connect compressor to existing electrical disconnect box



Air One Equipment, Inc.  
 360 Production Drive, South Elgin IL 60177  
 Telephone: (847) 289-9000 Fax: (847) 289-9001  
 website: www.aoe.net

**RFP QUOTATION**

**TO: VILLAGE OF DOWNERS GROVE**  
**801 BURLINGTON AVENUE**  
**DOWNERS GROVE, IL 60515**

Date: 3/29/2019

ATTN: RFP-0-18-2019/DC

Ref: MAKO AIR COMPRESSOR

Qty	Part Number	Description	Each	Extended
1	BAM06HE3	MAKO MODEL BAM06HE3 BREATHING AIR MODULE COMPRESSOR COMPLETE WITH 4 STAGE; AIR COOLED COMPRESSOR 14.0 CFM @ 6000 PSI - 10 H.P. ELECTRIC MOTOR(208-230V/3PHASE) MK2C PURIFICATION SYSTEM(34,200CF W/70F INLET TEMP)	\$21,995.00	\$21,995.00
1	* CO *	ADD MAKO CO MONITORING SYSTEM TO AIR COMPRESSOR <b>**CO MONITOR REQUIRED TO MEET NFPA 1989 **</b>	\$3,495.00	\$3,495.00
1	SCFS2	MAKO MODEL CONTAINMENT FILL STATION W/4-BANK MANUAL CASCADE CONTROLS, FILL PANEL WITH GAUGES, FILLING WHIPS AND HIGH PRESSURE REGULATOR; 2 POSITION FILL STATION	\$7,495.00	\$7,495.00
1	4 X 4	FOUR CYLINDER DOT 6000PSI CASCADE SYSTEM COMPLETE	\$5,000.00	\$5,000.00
1	INST/FRT	DELIVERY, FREIGHT, AND INSTALLATION OF COMPLETE SYSTEM	\$2,500.00	\$2,500.00
<b>ADDITIONAL OPTIONAL EQUIPMENT</b>				
1	ADD	UPGRADE FILL STATION TO AUTOMATIC FILL OPTION	\$3,500.00	OPTIONAL
			<b>Total of All Equipment:</b>	<b>40,485.00</b>

**NOTES:**

1. INCLUDES TRADE IN AND REMOVAL OF EXISTING AIR COMPR.
2. INCLUDES INSTALLATION OF 3" FRESH AIR INTAKE.
3. NFPA 1989 REQUIRES CO MONITOR

**Thank You!**

Estimated Delivery:

ON REQUEST

By: Martin Svihra

Air One Equipment, Inc.

Village of Downers Grove

**V. PROPOSAL/CONTRACT FORM**

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

**Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award**

**PROPOSER:**

Air One Equipment, Inc.

Company Name

Date: April 5, 2019

360 Production Drive

Street Address of Company

airone@aoe.net

Email Address

South Elgin, IL 60177

City, State, Zip

Martin Svihra

Contact Name (Print)

847-289-9000

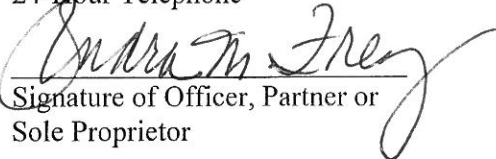
Business Phone

1-888-247-1204

24-Hour Telephone

847-289-9001

Fax



Signature of Officer, Partner or Sole Proprietor

Sandra M. Frey (President)

Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

**BUSINESS** (PLEASE PRINT OR TYPE):

NAME: Air One Equipment, Inc.

ADDRESS: 360 Production Drive

CITY: South Elgin

STATE: Illinois

ZIP: 60177

PHONE: 847-289-9000 FAX: 847-289-9001

TAX ID #(TIN): 36-3695608

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS** (IF DIFFERENT FROM ABOVE):

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY** (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Corporation**
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Government Agency

SIGNATURE: *Andrea M. Frey*

DATE: 4/1/2019

Village of Downers Grove

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

With regard to RFP-0-18-2019/DC, Proposer Air One Equipment, Inc hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *[Signature]*  
Proposer's Authorized Agent

36-3695608

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me  
this 1st day of April, 2019.

*[Signature]*  
Notary Public



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

Village of Downers Grove

(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 Air One Equipment, Inc., and the full names of its Officers are as follows:

President: *Sandra M. Frey* SANDRA M. FREY

Secretary: *Sandra M. Frey* SANDRA M. FREY

Treasurer: \_\_\_\_\_

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its managers or members are as follows:

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

(c) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

The partnership does business under the legal name of: \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

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

Village of Downers Grove

(d) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_

and if operating under a trade name, said trade name is: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_

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

Insurer's Name TRAVELERS & CHARTER OAK

Agent CHARLES L CRANE AGENCY - GEORGE HUBBARD

Street Address 100 NORTH BROADWAY SUITE 900

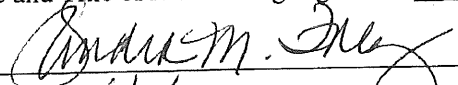
City, State, Zip Code ST. LOUIS, MO 63102

Telephone Number 314-241-8700

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

Print Name of Company: AIR ONE EQUIPMENT, INC

Print Name and Title of Authorizing Signature: SANDRA M. FREY, PRESIDENT

Signature: 

Date: 4/1/2019

Village of Downers Grove

### 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: N/A

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

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

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

Print Name and Title of Authorizing Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Village of Downers Grove

**BUY AMERICA CERTIFICATION**

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

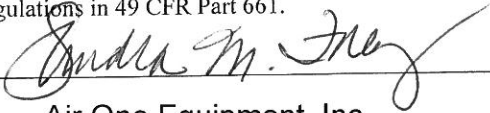
*Instructions:*

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

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

**Certificate of Compliance**

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature 

Company Name Air One Equipment, Inc.

Title President

Date 4/1/2019

**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.

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

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

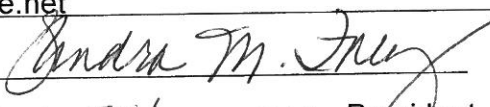
Company Name: Air One Equipment, Inc.

Address: 360 Production Drive

City: South Elgin, IL Zip Code: 60177

Telephone: ( ) 847-289-9000 Fax Number: ( ) 847-289-9001

E-mail Address: airone@aoe.net

Authorized Company Signature: 

Print Signature Name: SANDRA M. FREY Title of Official: President

Date: 4/1/2019

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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

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

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

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

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

*Sandra M. Frey*  
Signature

SANDRA M. FREY  
Print Name

- Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name





STANDARD WARRANTY POLICY  
END USER

Document #: MK-STDWARREU-012014-Rev. A  
Effective Date: January 1, 2014  
Supersedes all previous versions



# WARRANTY POLICY

## END USERS

### I. OVERVIEW

MAKO gives a Warranty on its products for the benefit of end users who purchase those products. MAKO also has a Warranty Service policy to support its Warranty. The Warranty Service policy is for the benefit of both end users and authorized MAKO Distributors/Contractors.

### II. WARRANTY STATEMENT

MAKO warrants this product to operate in accordance with its specifications free from defects in material and workmanship, under normal conditions set forth in its Operating and Maintenance Manual for twenty-four (24) months from initial startup or thirty (30) months from shipment by MAKO, whichever period occurs first. Replacement parts are warranted to be free from defects in materials and workmanship for the remainder of the applicable original 24- or 30-month warranty period for the original product, or ninety (90) days from date of shipment by MAKO, whichever period occurs later.

The warranty does not cover operating failures caused by major accessories (e.g., motors, engines, hose reels, batteries) manufactured and separately warranted by their respective manufacturers, or electrical components; or failures of the product or any part if either has suffered damage due to abuse, accident, operation under abnormal conditions, or repair with parts or by persons not authorized or certified by MAKO.

MAKO's only obligation under the warranty is, at its option, to repair or replace any parts of MAKO manufacture which are determined by it to have become defective during the applicable warranty period, provided the warranty claim is made within thirty (30) days after the end of the applicable warranty period. This is the buyer/owner's exclusive and sole remedy for breach of the warranty.

Genuine MAKO OEM parts must be used for the duration of the warranty period. Failure to use genuine OEM parts will result in immediate warranty denial. Examples of OEM parts include but are not limited to: MAKO Blue S lubricant, purification cartridges, filter elements, auto condensate drain kits, test gas cylinders, etc.

The owner/user assumes all risks of any other direct, indirect, incidental or sub-sequential loss or damages, and no claim for any such loss or damages based on (i) breach of warranty, (ii) negligence, strict liability or other tort, or (iii) breach of contract, will be asserted by the owner/user or accepted by MAKO.

This warranty is made in lieu of the warranties or merchantability, fitness for particular purpose, and all other warranties, express or implied and may not be varied or extended except in writing by an authorized official of MAKO.



# WARRANTY POLICY

## END USERS

### III. Products Coverage

The following MAKO products will carry our standard warranty coverage as stated above:

#### **Compressors:**

Breathing Air Module (BAM)  
AirCharge Innovator (ACI)  
Horizontal Breathing Air (HBA)  
EconoAir (EA)  
Modular Breathing Air Center (M-BAC)  
Water-Cooled Package (WCP)  
OEM Truck-Mount Package  
MAKO Industrial Package  
Bare Block

#### **Fill Stations:**

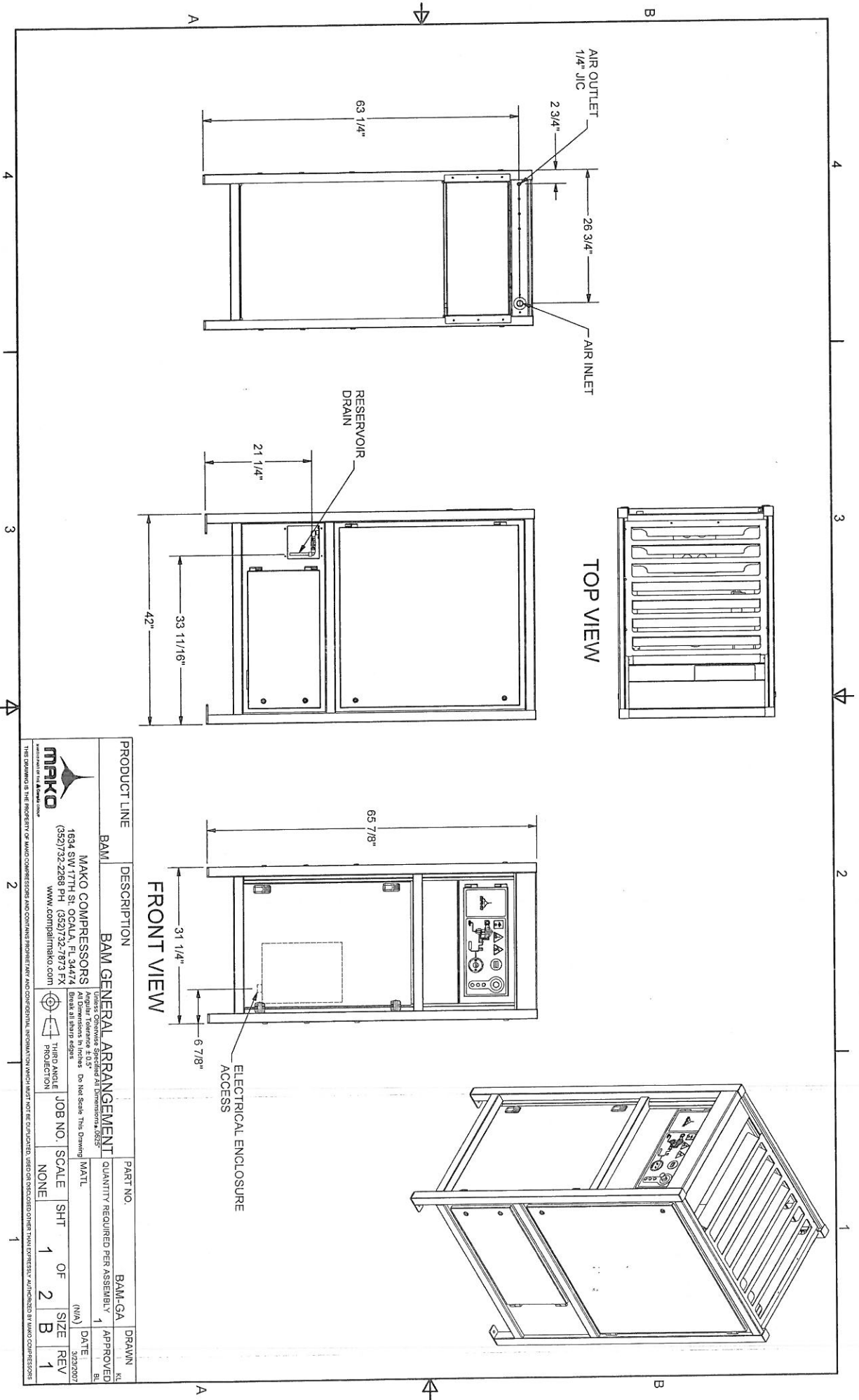
Stationary Fill Station (SCFS, SSCFS, HDCFS)  
Mobile Fill Station (MCFS, MSCFS)  
Oxygen Fill Station (OXY)

#### **Air Storage Systems:**

UN 4500/ 5000/ 6000  
ASME 5000/6000  
Cellular Rack System  
Storage Rack

#### **Accessory Products:**

Wall-Mounted Carbon Monoxide (CO) Monitor  
Wall-Mounted Carbon Monoxide and Moisture Monitor (CMM)  
Air Purification System (Non-CE Marked & CE Marked)  
Air Management Panel



<b>PRODUCT LINE</b>	BAM	<b>DESCRIPTION</b>	BAM GENERAL ARRANGEMENT	<b>PART NO.</b>	BAM-GA	<b>DRAWN</b>	KL
<b>MAKO COMPRESSORS</b>	1634 SW 17TH ST Ocala, FL 34474	<b>MAKO COMPRESSORS</b>	Angular Tolerance ±0.5° All Dimensions in Inches Do Not Scale This Drawing Scale: 1/8" = 1" (SEE DIMENSIONS)	<b>QUANTITY REQUIRED PER ASSEMBLY</b>	1	<b>APPROVED</b>	BL
(352)732-2288 PH (352)732-7873 FX	www.compaltrmako.com	<b>THIRD ANGLE PROJECTION</b>		<b>DATE</b>	3/23/2007	<b>SIZE</b>	B
				<b>REV</b>	1	<b>OF</b>	2
				<b>SHT</b>	1	<b>SCALE</b>	NONE
				<b>JOB NO.</b>		<b>SCALE</b>	NONE
				<b>SCALE</b>		<b>SCALE</b>	NONE

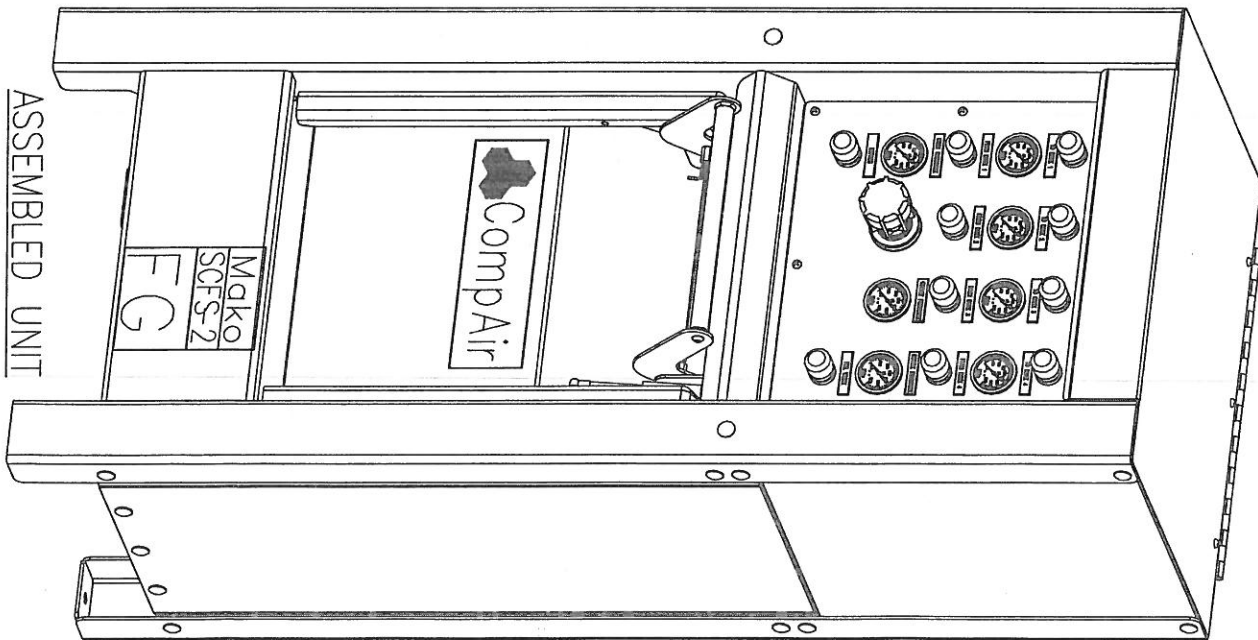
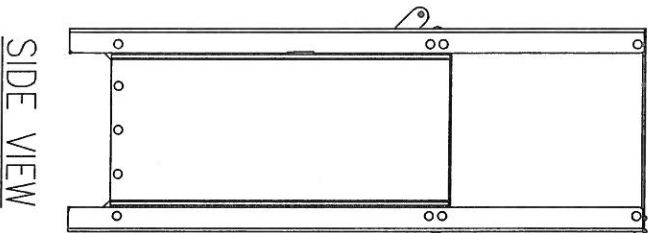
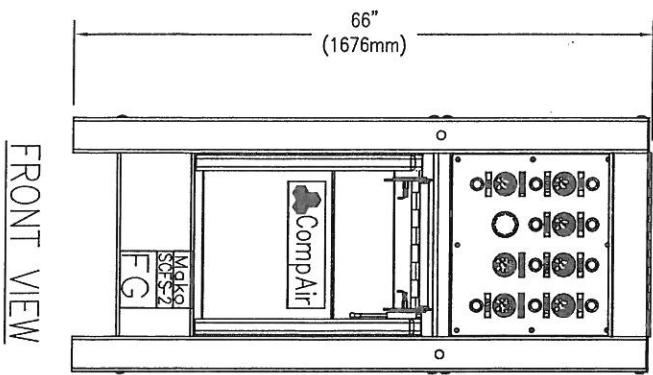
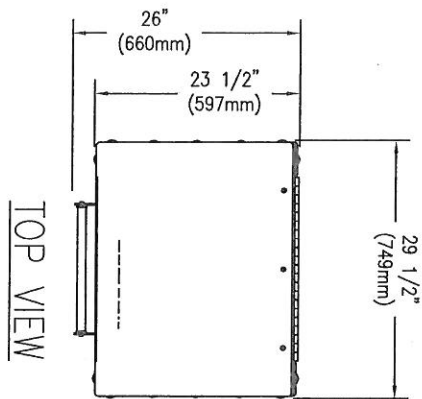


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MAKO COMPRESSORS INC.



SCFS-2 STATIONARY CONTAINMENT FILL STATION  
GENERAL ARRANGEMENT



DRAWING NUMBER AND/OR FILE:  
D:\SDDL\SCFS\  
DIO21371.DWG

SCALE: 1/16" SIZE  
REPLACES DWG: -----

DRAWN BY: K. M. BAGGETT  
DATE: NOV. 1, 2000  
APPROVED BY: S. M. BAGGETT  
PART NO: ---

1634 SW 17th STREET, OCALA, FLORIDA 34474 TELEPHONE (352) 732-2268 FAX (352) 732-7873



Air One Equipment, Inc.  
 360 Production Drive, South Elgin IL 60177  
 Telephone: (847) 289-9000 Fax: (847) 289-9001  
 website: www.aoe.net

# Quotation

TO: Downers Grove Fire

Date: 6/6/2019

ATTN: Jason Slager

STATION 1  
 Ref: MAKO AIR COMPRESSOR

Qty	Part Number	Description	Each	Extended
1	BAM06HE3	MAKO MODEL BAM06HE3 BREATHING AIR MODULE COMPRESSOR COMPLETE WITH 4 STAGE; AIR COOLED COMPRESSOR 14.0 CFM @ 6000 PSI - 10 H.P. ELECTRIC MOTOR(208-230V/3PHASE) MK2C PURIFICATION SYSTEM(34,200CF W/70F INLET TEMP)	\$21,995.00	\$21,995.00
1	* CO *	ADD MAKO CO MONITORING SYSTEM TO AIR COMPRESSOR <b>**REQUIRED TO MEET NFPA 1989, 2008 EDITION **</b>	\$3,495.00	\$3,495.00
1	SCFS2	MAKO MODEL SCFS CONTAINMENT FILL STATION W/4-BANK MANUAL CASCADE CONTROLS, FILL PANEL WITH GAUGES, FILLING	\$7,495.00	\$7,495.00
1	ADD	UPGRADE FILL STATION TO AUTOMATIC FILL OPTION	\$3,500.00	\$3,500.00
1	4 X 4	FOUR CYLINDER DOT 6000PSI CASCADE SYSTEM COMPLETE	\$5,000.00	\$5,000.00
1	INST/FRT	DELIVERY, FREIGHT, AND INSTALLATION OF COMPLETE SYSTEM	\$2,500.00	\$2,500.00

Total of All Equipment: **43,985.00**

**NOTES:**

1. INCLUDES TRADE IN AND REMOVAL OF EXISTING AIR COMPR.
2. INCLUDES INSTALLATION OF 3" FRESH AIR INTAKE.
3. NFPA 1989 REQUIRES CO MONITOR

**Thank You!**

Estimated Delivery:  
 ON REQUEST

By: Martin Svihra  
 Air One Equipment, Inc.