

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**7/16/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Contract for Fire Apparatus Repair and Maintenance	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a three-year contract for fire apparatus repair and maintenance to Legacy Fire Apparatus of Shorewood, Illinois the amount of \$120,000.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The cost for this contract in FY19 is \$40,000. The FY19 budget includes \$90,000 in Fleet Services Fund for contract maintenance and repair of vehicles and equipment.

**RECOMMENDATION**

Approval on the July 16, 2019 Consent Agenda.

**BACKGROUND**

The purpose of this contract is to provide a non-exclusive contract with a qualified contractor to perform fire apparatus repair and maintenance services as needed by the Village. The Village currently supplements the Village's in-house staff resources for fire apparatus maintenance when workload or complexity warrants the use of an outside contractor. During the past three years the Village has paid between \$30,000 and \$50,000 for these contractual repairs. By obtaining unit prices for anticipated services the repair time of critical emergency response equipment will significantly decrease and the hourly labor rates and parts costs will be reduced.

The contractor will furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repair, and testing of the Village of Downers Grove fleet of fire apparatus. All services performed by the contractor are required to meet the current National Fire Protection Association (NFPA) Standard 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus. It is the expectation of the Village, as described within the contract specifications, that the contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

The Village issued a request for proposals (RFP) for this service in May, with four proposals received by the due date as summarized below.

	<b>Legacy Fire Apparatus, Shorewood, Illinois</b>	<b>Wirfs Industries, Inc., McHenry, Illinois</b>	<b>Chandler Services Inc., Mokena, Illinois</b>	<b>Interstate Power Systems, Carol Stream, Illinois</b>
Number of Years in Business	5 Years	30 Years	39 Years	62 Years
Number of Repair Employees	7 Employees	4 Employees	10 Employees	1,253 Employees
Number of Service Bays	6 Service Bays	No response.	18 Service Bays	25 Service Bays
Hours of Operation	7:00 a.m. – 3:30 p.m.	Monday – Thursday 6:00 a.m. – 3:00 p.m., Friday until 2:00 p.m.	7:00 a.m. – 5:00 p.m., Monday – Friday, 7:00 a.m. – noon, Saturday	7:00 a.m. – 12:00 a.m., Monday through Friday
Wrecker Service Available	Yes	Yes	Yes	Yes
Additional Services	Custom fabrication, engine overhaul, transmission rebuild, advanced electrical systems, line voltage systems.	Will pick up and deliver vehicles. Two employees at \$23 per hour, each.	Paint and body work, \$80 per hour.	Power generation.
Hourly Labor Rate	\$105 per hour	No response.	\$100 per hour.	\$115 per hour.

Staff is recommending Legacy Fire Apparatus. Legacy focuses solely on fire apparatus, and is outfitted to be a one-stop shop. Their technicians are trained and certified as Emergency Vehicle Technicians (EVTs). Legacy can perform repairs both in the shop and on-site. Their services include on-site aerial ladder service, pump testing, and generator load testing. They are qualified for every type of repair, from basic preventive maintenance, engine repair and overhauls, transmission rebuilds, and aerial repairs to major frame-off repairs and refurbishment of all makes and models of apparatus and offer warranties that meet or exceed any manufacturer's coverage. They are also a factory service center for most fire apparatus components including those employed by the Village.

Legacy also provides fleet maintenance and tracking software to their customers at no charge. Staff can check work status, track repairs, and request service right from a smartphone, tablet, or desktop computer. Legacy also offers free cloud service for all preventive maintenance inspections, aerial inspections, and pump testing. This allows staff to go online at any time and print all maintenance documents to ensure compliance with NFPA. Pick up and drop off of vehicles is available. If access or downtime are issues, Legacy has five mobile service trucks capable of performing 24-hour emergency and scheduled on-site repairs as needed.

The Village has previously worked with Legacy and has received good service. They have performed work on the Tower Ladder with quality that the Fire Department and Fleet were very satisfied with. They have made the Village's equipment a priority when there were follow-up issues. Currently the Fire Department has a 3 year contract with Legacy to perform pump testing on all the Villages fire suppression apparatus. Ferrara, the manufacturer of the Village's 2 newest pumpers, has authorized Legacy as the Village's warranty center.

**ATTACHMENTS**

Contract Documents

Village of Downers Grove



## REQUEST FOR PROPOSAL

Name of Proposing Company: Legacy Fire Apparatus.

Project Name: **Fire Apparatus Maintenance & Repair Services**  
 Proposal No.: RFP-0-40-2019/DC  
 Proposal Due: Wednesday, May 29 @ 11:00 a.m.

Pre-Proposal Conference: Informational  
 Pre-Proposal Time/Date: Tuesday, May 21 @ 10:00 a.m.  
 Pre-Proposal Conference Location: Downers Grove Village Hall  
801 Burlington Avenue  
Downers Grove, IL 60515

**Required of All Proposers:**

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

**Required of Awarded Contractor:**

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

Legal Advertisement Published: Wednesday, May 15, 2019  
 Date Issued: Wednesday, May 15, 2019  
 This document consists of 32 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: 630/434-5951  
 FAX: 630/434-5495  
[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.

## Village of Downers Grove

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

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to: Wednesday, May 29 @ 11:00 a.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: 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

## Village of Downers Grove

the requirements of the Contract Documents considered severally and collectively.

**3. PRE- PROPOSAL CONFERENCE**

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

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

**4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

**5. SECURITY FOR PERFORMANCE**

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

**6. DELIVERY**

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

## Village of Downers Grove

**7. TAX EXEMPTION**

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

**8. RESERVED RIGHTS**

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

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

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

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

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

**11. SPECIAL HANDLING**

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

**12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

**13. NONDISCRIMINATION**

## Village of Downers Grove

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

## Village of Downers Grove

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and

## Village of Downers Grove

the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**16. DRUG FREE WORK PLACE**

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

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**17. PATRIOT ACT COMPLIANCE**

- 17.1 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

## Village of Downers Grove

the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**18. INSURANCE REQUIREMENTS**

- 18.1 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
		<b><i>(Applicable on a Per Project Basis)</i></b>
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	

- 18.2 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".

## Village of Downers Grove

- 18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 18.5 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.
- 18.6 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***.
- 18.7 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.
- 18.8 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.
- 18.9 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

## Village of Downers Grove

\$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.

- 18.10 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.

**19. COPYRIGHT/PATENT INFRINGEMENT**

- 19.1 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.

**20. COMPLIANCE WITH OSHA STANDARDS**

- 20.1 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.

**21. CERCLA INDEMNIFICATION**

- 21.1 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.

**22. CAMPAIGN DISCLOSURE**

- 22.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 22.2 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.

## Village of Downers Grove

22.3 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.

22.4 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.

**23. SUBLETTING OF CONTRACT**

23.1 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.

**24. TERM OF CONTRACT**

24.1 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.

**25. TERMINATION OF CONTRACT**

25.1 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.

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

**26. BILLING & PAYMENT PROCEDURES**

26.1 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

## Village of Downers Grove

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.

- 26.2 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.
- 26.3 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.
- 26.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

### **27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 27.1 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.

### **28. STANDARD OF CARE**

- 28.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 29.2 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.
- 29.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s’) failure to perform its work in accordance with contract

## Village of Downers Grove

documents.

**30. GOVERNING LAW**

30.1 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.

**31. SUCCESSORS AND ASSIGNS**

31.1 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.

**32. WAIVER OF CONTRACT BREACH**

32.1 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.

**33. AMENDMENT**

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

**34. NOT TO EXCEED CONTRACT**

34.1 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.

**35. SEVERABILITY OF INVALID PROVISIONS**

35.1 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.

**36. NOTICE**

36.1 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**

## Village of Downers Grove

And to the Proposer as designated in the Contract Form.

**37. COOPERATION WITH FOIA COMPLIANCE**

- 37.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

## Village of Downers Grove

**III. DETAIL SPECIFICATIONS****FIRE APPARATUS MAINTENANCE & REPAIR SERVICES****SCOPE OF WORK**

The Village is seeking one or more qualified contractors to provide fire apparatus maintenance and repair services as needed by the Village. This contract is not intended to be an exclusive agreement for all repair and maintenance on all Village-owned fire apparatus. The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform inspections, maintenance, repair, and testing of the Village of Downers Grove fleet of fire apparatus. All services performed by the Contractor shall meet the current National Fire Protection Association (NFPA) Standard 1911, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state and local standards and follow all manufacturer's recommendations. It is the expectation of the Village, as described herein, that the Contractor shall provide superior customer service and timely maintenance and repair services to correct deficiencies and return the vehicle to an in-service status.

**TERM OF CONTRACT**

The term of this contract will be for a period of three years commencing from the award date by the Village unless terminated sooner in accordance with paragraph 25 above.

**Facilities and Work Sites**

The Contractor shall perform services, including inspection, maintenance, testing and repair, at its facility, or a Village facility if directed otherwise. The current list of equipment is contained in the attached Equipment Listing. No apparatus/vehicle shall be taken from a Village worksite without prior approval from the Fleet Services Manager.

The Contractor warrants that its facility complies with all applicable local, state and federal regulations and will remain compliant during the Contract term. The Village may inspect the facility and its operations at any time during the Contract term during normal business hours.

**Fire Apparatus Security**

The Contractor is responsible for the security of any units in its custody. The Contractor is responsible for all costs associated with correcting damage while the unit is in the Contractor's custody. While in the Contractor's custody, apparatus/vehicles shall be stored inside, in a temperature controlled environment.

**Contractor's Service Truck**

The Village prefers contractors who are able to provide a service truck sufficient to support the on-site inspection and maintenance, and emergency road call requirements of the Contract. The truck should be outfitted with tools, equipment and parts sufficient to support the spot repair of fire apparatus. The technicians operating the trucks shall be certified as required by the Contract, and capable of making repair and logistic decisions in road call and on-site repair call situations.

## Village of Downers Grove

### **MAINTENANCE / REPAIR SCHEDULING AND COMPLETION**

#### Scheduling

The Fleet Services Manager shall contact the Contractor to schedule apparatus/vehicles due for service or repair. The location at which services will be performed shall be determined between the Fleet Services Manager and the Contractor at the time when service is scheduled and confirmed. If services are to be performed at a Village worksite, the Contractor shall provide the Fleet Services Manager with the time at which the Contractor's service personnel will arrive to begin the service and an approximate time when the service will be completed.

#### Notifications and Communication

It shall be the responsibility of the Fleet Services Manager to notify affected Village worksites and station personnel of scheduled service of apparatus/vehicles. In the event the Contractor must pick-up a piece of apparatus at a Village worksite, the Contractor shall check in with the on-duty Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services the Contractor shall check out with the on-duty Station Officer and provide a report of services completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service). In the event that the Station Officer is not available at the completion of services, a paper form shall be left on the driver's seat of the apparatus indicating what services were completed, deficiencies found, deficiencies repaired, deficiencies that require further attention and the status of the apparatus (in service or out of service).

#### As Needed Repair and Maintenance Completion

The Contractor is responsible for the timely repair or maintenance of the Village's fire apparatus, and the return of each unit to an in-service status. With the exception of Priority and Non-Priority Repairs, it is the expectation of the Village that the Contractor have readily available any routine parts, fluids, testing equipment, etc. that may be required to complete Preventive Maintenance services at the time service is scheduled in an effort to reduce out of service and down time of the Village apparatus. The Village's performance standards for completing various work activities are as follows:

- Preventive Maintenance: Performed at the Contractor's facility, services shall be completed within forty eight (48) hours which includes pick-up and return of the apparatus. If deficiencies are encountered that will require additional time to repair, the Contractor shall notify the Fleet Services Manager immediately.
- Priority Repairs: If performed on-site, services shall be completed within forty-eight (48) hours. If performed at the Contractor's facility, services shall be completed within five (5) business days, which includes pick-up and return of the apparatus. If additional time is needed for repairs the Contractor shall notify the Fleet Services Manager immediately.
- Non-Priority Repairs: Non-priority repairs shall be resolved within ten (10) business days upon notification to the Contractor. The Contractor and the Fleet Services Manager will determine where these types of repairs will be performed. If additional time is needed for repairs the Contractor shall notify the Fleet Services Manager immediately.

### **LEVEL OF SERVICES TO BE PROVIDED**

## Village of Downers Grove

The Fire Chief has established an in-house inspection regime for frontline and reserve fire apparatus. These are daily, weekly and monthly operational inspections performed by fire and rescue personnel and are not work tasks included in this Scope of Work.

The following establishes the level of services to be provided by the Contractor. The Contractor shall work with the Village to determine preventive maintenance for fire apparatus, which the Village operates. The criteria for each level of preventive maintenance shall be based on compliance with NFPA 1911, apparatus and component manufacturer's most severe service recommendation, generally accepted best industry practices and any applicable federal, state and local standards.

### Preventive Maintenance

Preventive maintenance due based on the Village's records and Schedule. The Contractor will be provided with documentation of services to be performed.

### Priority Repairs

Priority repair status indicates that the apparatus has been placed into an out-of-service status due to mechanical breakdown or component failure. Calls for priority repairs may occur during and/or after normal business hours.

### Non-Priority Repairs

Non-Priority Repairs indicates a deficiency that needs to be corrected; however, does not meet the criteria set forth in NFPA 1911 to warrant the apparatus be placed into an out-of-service status. Non-Priority Repairs shall be approved by Fleet Services Manager and handled by the Contractor during normal business hours. Non-Priority Repairs may be deferred to the next inspection and preventive maintenance service to be corrected at the discretion of the Fleet Services Manager.

Inspection, preventive maintenance, repairs and testing required for loose equipment (i.e., nozzles, hose, ground ladders, etc.) will be handled by the Village and will not be the responsibility of the Contractor.

Any time services are completed on Village apparatus, the results, findings and actions taken shall be documented by the Contractor in a professional format. The Contractor shall submit, as part of its proposal, copies of the service documentation it will use to inspect, maintain, repair and test Village apparatus. This documentation shall demonstrate that the Contractor's procedures meet or exceed the Contract-required levels of service. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings and actions taken, the service documentation shall contain the following information:

- a. Date services were performed;
- b. Work Order Number;
- c. Name of the technician that performed the services;
- d. Location where services were performed;
- e. Unit Designation;
- f. Village Vehicle Number;
- g. Apparatus Manufacturer;

## Village of Downers Grove

- h. Apparatus Make;
- i. Apparatus Model;
- j. Manufacturer Job Number or Serial Number;
- k. Odometer/Hour Reading In;
- l. Odometer/Hour Reading Out; and
- m. Vehicle Identification Number (VIN)

**VEHICLE MAINTENANCE AND REPAIR**General

At the Fleet Manager's request, the Contractor shall perform any preventive maintenance, priority or non-priority repairs for all fire apparatus. All maintenance and repair activities for this equipment shall comply with the manufacturer's recommendations, including warranties.

Inspection and Preventive Maintenance Service

The objectives of inspection and preventive maintenance service are to ensure that: (a) fire apparatus safely operate to the next scheduled service without a failure; and (b) component service life is maximized. All minor deferred repairs will be completed during the inspection and preventive maintenance service.

Repair and Replacement

Repair is the work necessary to restore a fire apparatus, or a component to sound condition after failure or damage. Replacement is the work necessary to remove an unserviceable item and install a serviceable counterpart in its place. Original equipment manufacturer (OEM) parts and supplies shall be used on repairs and replacements required on equipment included in this Contract. If the Contractor has a specific situation that warrants a request for a waiver, the provisions of the **PARTS** section, below, shall be followed.

Major Repairs

All major repairs shall be performed by a repair facility authorized by the manufacturer to perform such work, and the Fleet Manager shall be notified.

Re-Assembly

The Contractor shall ensure that all re-assembly tasks performed after any required vehicle repair maintain the vehicle's OEM configurations as originally received from the manufacturer. System examples include, but are not limited to, the wiring and clamping, pump system pressures and flows, hydraulic system pressures, hose and orifice sizing, ladder table and ladder mounts.

Repair Approvals

The Contractor shall have specific pre-approval from the Fleet Services Manager prior to completing repairs. In obtaining approval, the Contractor shall advise the Fleet Services Manager of the estimated cost of the repair work and the estimated time it will take to return the unit to an in-service status. Any repairs performed without documented pre-approval authorization will be at the expense of the Contractor. The estimate shall include the following:

- Estimated time
- Parts cost

## Village of Downers Grove

- Part #s

### Modifications

No modifications may be made by the Contractor to any component, system or piece of equipment maintained under any resulting Contract unless, and until, specific written authorization is provided by the Fleet Services Manager. A pre-approved cost estimate and individual work order issued for the modification tasks are also required before Village approval.

### Apparatus or Equipment Damage

No accident damage may be repaired until the Contractor receives written authorization from the Village. Any damage noted by the Contractor during an inspection shall be immediately reported to the Fleet Services Manager. The email or phone report should include the unit identification number, the date, a brief description of the damage, one or more digital photographs documenting the extent of the damage and an estimated cost of repair.

The Contractor is responsible for all costs of repair for any accident damage incurred while the Contractor has custody of the vehicle.

### Repair Facilities

If the Contractor receives authorization to repair accident damage, the Contractor shall ensure that all required repairs shall be performed by repair facilities capable of restoring the damaged vehicle, its systems and components to its original configuration, appearance and structural integrity; and meeting all OEM specifications for the equipment. The Contractor may be responsible for transporting the vehicle to the repair facility location, including the original equipment manufacturer's facility, when required, and for the vehicle's return transport to the operational location of the equipment. The proposed repair facility shall be acceptable to the Village. A pre-approved cost estimate, schedule and individual work order for the damage repair tasks are also required before Village approval.

### Village Inspections

The Contractor shall advise the Fleet Services Manager within one (1) hour of the completion of repairs. The Village reserves the right to send a representative to perform a quality control acceptance inspection.

## **EMERGENCY CALL RESPONSE FOR PRIORITY REPAIRS**

### General

The Village would prefer a contractor with 24hr availability. A call for Priority Repair Service indicates that the apparatus has been placed in an out-of-service status due to mechanical breakdown and/or component failure which has rendered the apparatus unsafe to operate. Calls for Priority Repair Service require immediate assistance from the Contractor to evaluate the situation, decide on the best course of action, and/or take the necessary actions to place the apparatus back into an in-service status. Calls for Priority Repair Service may occur at any time.

### Emergency Contact

## Village of Downers Grove

If providing emergency response, the Contractor shall have an individual accessible by telephone available twenty-four (24) hours per day, seven (7) days per week to receive reports of emergency repair requirements. At that time, the Contractor will provide the Village with an estimated on-scene response time. The on-scene response time shall not exceed two (2) hours for both road-side repair service requests and break-down requests for equipment at a Village facility.

### Non-Response

In an emergency situation, if the Contractor does not respond to the requesting officer within ten (10) minutes, the Village shall exercise the option to contact another vendor that is available and can provide the services needed.

### Wrecker Service

The Village has existing contractual agreements in place with area wrecker services. In the event that an apparatus requires wrecker service, the Village shall coordinate this service and the location to which the apparatus shall be towed.

## **PARTS**

### Parts Inventory

The Contractor shall maintain reasonable inventory levels at its facility to assure timely repair of the Village's fire apparatus. The Contractor-supplied inventory shall remain the property of the Contractor upon completion of the Contract term. Mark-up on parts shall not exceed 10%. Contractor shall show proof of mark-up on invoice. The Village also reserves the right to provide parts for any and all repairs.

### Tires

The Village has existing contractual agreements in place with area tire vendors. The replacement of tires shall be the responsibility of the Village. The Contractor's role in tire replacement is to recommend when tire replacement is necessary.

### Contractor-Furnished Parts

The Contractor shall include all parts used during the maintenance or service of a unit on the work order and specifically invoice the parts to the unit receiving the part. Parts should be listed by:

- Part Number;
- Part Description; and
- Unit Price of Part.

## **WARRANTIES**

### Warranty Repairs

The Contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee compliance with necessary warranty requirements. The Village shall communicate the warranty status of all apparatus. The Contractor shall notify the Village when a warranty repair is required and work with the Village to determine the best course of action. The Fleet Services Manager will determine if the Contractor is able to handle the warranty repair or if it is more appropriate for the repair to be handled by the warranting vendor. If the Contractor fails to

## Village of Downers Grove

acknowledge a warranty repair and/or notify the Village prior to proceeding with the repair, the Contractor shall be responsible for the labor and parts associated with the repair. The Contractor shall track all warranty work on work orders including parts and labor expended for warranty work performed on equipment and components. Credit memos will not be accepted by the Village in lieu of making the required repair(s) to correct a warranty problem.

### Contractor Repair Warranty

The Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for those parts replaced and at least ninety (90) days on other minor repairs. On major repairs, the Contractor shall warranty repairs for a period of not less than the manufacturer's warranty for both labor and parts. In the event the repair is a Contractor in-house rebuild, the warranty shall be for not less than one (1) year, 12,000 miles or 750 operating hours, whichever occurs first. For purposes of this Contract, a major repair is defined as one with a combined cost of parts and labor exceeding \$5,000.

### Original Equipment Manufacturer (OEM) Warranty

If the Contractor is a dealer or distributor of the part or component being repaired or replaced, the Contractor will, at no cost to the Village, recapture the warranty from the OEM. If that repair or part had been charged to the Village, the Contractor will credit that cost to the Village account. The Village will reduce any outstanding Contractor invoices by the amount of the credit. If the Contractor is not a distributor, warranty recovery of any parts or labor costs is the responsibility of the Contractor. This includes recapturing any costs to the Contractor from the warranting entity.

### Warranty Claims

The Contractor shall be responsible for submitting claims for reimbursement to the manufacturer or supplier, including defending claims. Further, the Contractor shall be responsible for pursuing claims that have been denied, at the direction of the Village.

## **WORK DOCUMENTATION**

### Management Information System

The Village uses the CFA fleet management information system to document all information for its vehicle fleet. The Contractor shall develop work orders, maintain equipment histories and capture cost and maintenance data on the fire apparatus being maintained under this Contract.

### Vehicle Record Files

The Contractor shall establish and maintain a record for each piece of fire apparatus being serviced under this Contract. The records will be available for review by the Village during normal business hours.

### Ownership of Maintenance Information

The Village owns all information related to activity that occurs as part of the Contract. At the completion of the Contract term, all data, hardware, software, records (both electronic and paper), complete vehicle records and other information developed and maintained by the Contractor during the Contract term remain the property of the Village and will be transferred to the Village on the Contract completion date.

Village of Downers Grove

## 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.)

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:**

Legacy Fire Apparatus  
Company Name

Date: 5/28/2019

600 Earl Rd  
Street Address of Company

ben@legacyfireapparatus.com  
Email Address

Shorewood, IL 60404  
City, State, Zip

Ben Brown  
Contact Name (Print)

630-388-9686  
Business Phone

630-388-9686  
24-Hour Telephone

815-582-4949  
Fax

Jennifer A. Brown  
Signature of Officer, Partner or  
Sole Proprietor

Jennifer Brown, Owner  
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: SKM, LLC dba Legacy Fire Apparatus

ADDRESS: 600 Earl Rd

CITY: Shorewood

STATE: IL

ZIP: 60404

PHONE: 630-388-9686 FAX: 815-582-4949

TAX ID #(TIN): 47-1870861

(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
- Government Agency
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Charitable/Nonprofit

SIGNATURE: Jennifer A. Brown

DATE: 5/28/2019

Village of Downers Grove

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

With regard to Fire Apparatus Maintenance and Repair Services (Name of Project) Proposer Legacy Fire Apparatus (Name of Proposer) hereby certifies 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: Jennifer A. Brown  
Proposer's Authorized Agent

47-1870861

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me  
this 29 day of May, 2019  
Rebecca Ortland  
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 \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

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 Illinois, which operates under the legal name of SKM, LLC dba Legacy Fire Apparatus and the full names of its managers or members are as follows:

Manager or Member: Benjamin Brown

Manager or Member: Jennifer Brown

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

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

(c) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

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

Village of Downers Grove

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

(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)** NO (circle one)

Insurer's Name Travelers

Agent George Hubbard

Street Address 100 N. Broadway, Ste 900

City, State, Zip Code St. Louis, MO 63102

Telephone Number 314-444-4884

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

Print Name of Company: SLM, LLC dba Legacy Fire Apparatus

Print Name and Title of Authorizing Signature: Jennifer Brown, Owner

Signature: Jennifer A. Brown

Date: 5/28/2019

**Suspension or Debarment Certificate**

## Village of Downers Grove

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: Legacy Fire Apparatus

Address: 600 Earl Rd.

City: Shorewood Zip Code: 60404

Telephone: (630) 388-9686 Fax Number: (815) 582-4949

E-mail Address: ben@legacyfireapparatus.com

Authorized Company Signature: Jennifer A. Brown

Print Signature Name: Jennifer Brown Title of Official: Owner

Date: 5/28/2019

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.

*Jennifer A. Brown*  
Signature

Jennifer A. Brown  
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

## Village of Downers Grove

**Contractor Questionnaire**

1. Number of years the company has been in the business of vehicle maintenance and repair services: 5 years

2. Number of repair employees: 7

3. Number of service bays: 6

4. Hours of operation: 7 AM - 3:30 PM

5. Do you have a wrecker or have a wrecker company under contract in case the Village has an inoperable vehicle that needs to be towed to your location?

Yes.

6. Are there any additional services you want to offer to the Village? If so list below, and provide costs.

Corrosion abatement. Custom fabrication of all vehicles.

Engine overhauls, Transmission rebuilds, Advanced

electrical systems, Line voltage systems, rebuild and test.

Village of Downers Grove Apparatus List

Unit	Make	Model	Year	VIN	Type	Placement	Build Number	Engine
907	FERRARA	IGNITER	2017	1F9455624HH140481	Rescue Pumper	Squad 101	H6042	Cummins ISL-9
908	FERRARA	CINDER	2018	1F9454528JH140677	Fire Engine	Engine 103	H6331	Cummins ISL-9
925	PIERCE	ENFORCER	2005	4P1CE01A75A004755	Fire Engine	Reserve Engine 104	15772	Cummins ISL400
932	PIERCE	ENFORCER	2007	4P1CJ01A98A009486	Fire Engine	Reserve Engine 101	20048	Cummins ISL400
935	PETERBILT	PB330	2000	2NPNHD7X7YM502858	Fire Rescue	Hazmat 101		CAT 3126B
944	SMEAL	SPARTAN	2011	4S7AX2C95AC072199	Ladder Truck	Tower 102	3931	Cummins ISM500
947	PIERCE	SABER	2013	4P1CS01A1EA014223	Fire Engine	Engine 105	27020	Cummins ISL-9



These are our current 2019 rates for preventive maintenance. We provide on site repair and maintenance as well as free pick up and drop off of any vehicles needing to come back to our shop (excludes towing charges).

### **Standard Fire Apparatus Pricing**

#### **PM "A" Service-\$1350.00 (plus filters)**

For this service we inspect the entire vehicle (excluding aerial device) and check for proper operation and function. We provide an inspection report for your records as well as a list of any issues that might be found. We replace engine oil and filters, fuel filters, coolant filters, brake dryer cartridge, chassis lubrication, transmission fluid and filter (excluding transynd), differential service (excludes synthetic oil), and generator service (hydraulic/ vehicle mounted). The engine air filter will also be replaced but will be billed at a time and materials rate (vehicle specific).

#### **PM "B" Service- \$500.00 (plus filters)**

For this service we inspect the vehicle (excluding aerial device) and check for proper operation and function. We provide an inspection report for your records as well as a list of any issues that might be found. This includes engine oil and filters, fuel filters, and chassis lubrication.

#### **PM "C" Service-\$350.00 (plus filters)**

For this service we do a minor inspection of the vehicle (excluding aerial device) and check for proper operation and function. We provide an inspection report for your records as well as a list of any issues that might be found. We also lubricate the chassis.

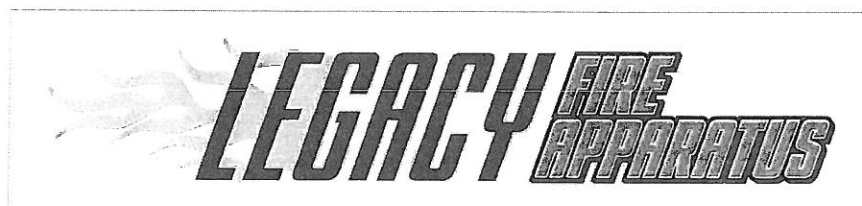
#### **Aerial service- \$800.00 (plus filters)**

We will operate and inspect your aerial device. We will also lube ladder and outrigger slides and blocks and all pivot points, service the waterway, replace hydraulic filters, and lube cables as needed. Aerial cables and slide blocks will be adjusted as needed, per specific manufacturer recommendation. (excludes, Schwing, Bronto, other specialty ladders). An inspection form will be provided for your records.

### **Standard Ambulance Pricing- Ford/ Chevrolet/ Dodge (pick up chassis, van, etc.)**

#### **Ambulance "A" \$400.00 (plus filters)**

This service includes an inspection of ambulance specific components, oxygen system leak testing, and a complete vehicle inspection with report. This is will also work as a periodic maintenance including engine oil and filters, fuel filters, and lube chassis. Additional services available as needed.



**Pump Service (included in PM "A" package) \$250.00** (excludes synthetic)

We will replace the oil in the pump transfer case and service the pump auto lube (if equipped, Hale). We perform a dry vacuum test to check the pump primer for function and the intake and discharge valves for leaks. We will also lubricate pump linkage and valves as needed.

**Differential Service (1 axle included in PM "A" package) \$225.00**

We will replace the oil in the differential, clean all vents, and check all input, and output shaft seals for leaks.

**Transmission Service (included in PM "A" package, excludes Transynd) \$350** (plus filters)

We will replace the internal transmission filters, replace the transmission fluid, diagnostically check the transmission for trouble codes, and visually inspect the transmission.

**Generator service, hydraulic. (included in PM "A" service) \$195.00** (plus filters)

We will run the generator per the annual vehicle load test described in NFPA 1911. We will also replace the hydraulic filter and check the oil for proper level and appearance. The A/C circuit breaker box will be inspected for wiring and circuit breaker mounting.

**Mobile Pump Testing 1 pump- \$350.00, 2 pumps \$300.00, 3 or more pumps \$250.00**

We will provide on site NFPA compliant mobile pump testing. Upon completion of testing an electronic pump test report will be provided.

**In shop labor rate- 105.00**

**Mobile labor rate- 105.00**

**Emergency call out labor rate- \$135.00 per hour plus \$85.00 per hour drive**

**time Scheduled pick up and drop off services are free.**

# Illinois Business Authorization

SKM, LLC

DBA: EVT FLEET MAINTENANCE AND FABRICATION

3913 PANDOLA AVE

JOLIET IL 60431-2735

Loc. Code: 099-0001-2-001  
Joliet (Will)  
Will County

## Certificate of Registration

Expiration Date:

9/21/2019

Sales and use taxes and fees

(4150-5093)

Director  
DEPARTMENT OF REVENUE  
Issued Date: 09/22/2014

IDOR-50-A (N-01/07)  
IL-492-4163

P-000187