

VILLAGE OF DOWNERS GROVE
Report for the Village
1/9/2024

SUBJECT:	SUBMITTED BY:
Award of Contract – Fire Apparatus Repair and Inspection	David Moody Director of Public Works

SYNOPSIS

A motion is requested to award a one-year contract, with the option to renew twice, for fire apparatus repair and inspection to MacQueen Equipment LLC, of St. Paul, MN, in the amount of \$55,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2023-2025 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY24 budget provides \$55,000 in the Fleet Fund for fire apparatus repair.

RECOMMENDATION

Approval on the January 9, 2024 Consent Agenda.

BACKGROUND

The purpose of this contract is to provide a non-exclusive agreement with a qualified contractor to perform repair and annual inspections of 12 fire apparatus as needed by the Village. The Village currently supplements in-house staff resources for repair when workload or complexity warrants the use of an outside contractor. The contractor will furnish all necessary supervision, labor, tools, and equipment 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.

The Village issued a request for proposals (RFP) for this service in November 2023. Proposals were received from two organizations, Legacy Fire Apparatus and MacQueen Equipment, LLC. Staff recommends selecting MacQueen Equipment since their proposal set forth a lower hourly rate for fire apparatus repairs, did not contemplate a markup for the cost of parts relative to any repairs, and demonstrated a better understanding of the work required to fulfill the fire apparatus inspection requirements of the RFP. The Village has previously worked with MacQueen Equipment, LLC on fire apparatus repairs and has received excellent service.

ATTACHMENTS

Contract Documents

Village of Downers Grove



® REQUEST FOR PROPOSAL

Name of Proposing Company: MacQueen Emergency

Project Name: Fire Apparatus Repair Services
 Proposal No.: RFP-33-1-0-2023
 Proposal Due: November 06, 2023 @ 12:00pm
 Pre-Proposal Conference: NO

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: October 23, 2023
 Date Issued: October 23, 2023
 This document consists of 35 pages.

Return original and a pdf version on a USB Flash Drive in a sealed envelope marked with the Proposal Number as noted above to:

DAVID MOODY
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5460
 FAX: 630/434-5495
www.downers.us

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at PUBLIC WORKS, 5101 Walnut 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 a copy PDF VERSION on a flash drive 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 THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS.
- 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: DAVID MOODY** in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

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

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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.

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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 the selected vendor.

8. RESERVED RIGHTS

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

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

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

10. USE OF VILLAGE'S NAME

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

11. SPECIAL HANDLING

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

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

13. NONDISCRIMINATION

- 13.1 Proposer shall, as a party to a public contract:

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- (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 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

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

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

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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 the Village that the Proposer and its principals, shareholders, members, partners, or

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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
		<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	

- 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".

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- 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

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procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 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.

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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

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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.

- 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.
- 28.2 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.
- 28.3 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;

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or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

29. GOVERNING LAW

29.1 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.

30. SUCCESSORS AND ASSIGNS

30.1 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.

31. WAIVER OF CONTRACT BREACH

31.1 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.

32. AMENDMENT

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

33. NOT TO EXCEED CONTRACT

33.1 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.

34. SEVERABILITY OF INVALID PROVISIONS

34.1 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.

35. NOTICE

35.1 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.

36. COOPERATION WITH FOIA COMPLIANCE

- 36.1 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.*

37. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 37.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

Village of Downers Grove

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

The Village is seeking one or more qualified contractors to provide annual fire apparatus inspections and fire apparatus repair services as needed by the Village. This contract is not intended to be an exclusive agreement for all repairs on all Village-owned fire apparatus. The Contractor shall furnish all necessary supervision, labor, tools, parts, equipment and location required to perform 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 repair services to correct deficiencies and return the vehicle to an in-service status.

FACILITIES AND WORK SITES

The Contractor shall perform services, including inspection, 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, repair, 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

REPAIR SCHEDULING AND COMPLETION**SCHEDULING**

The Fleet Services Manager shall contact the Contractor to schedule apparatus/vehicles due for 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.

NOTIFICATION 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 COMPLETION

The Contractor is responsible for the timely repair 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 repairs at the time service is scheduled in an effort to reduce out of service and down time of the Village apparatus. All repair work to be authorized by the Fleet Service Manager before starting.

The Village's performance standards for completing various work activities are as follows:

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.

Village of Downers Grove

ANNUAL INSPECTIONS

Annual inspection of Fire Apparatus equipment to include:

- Running of engine until operating temperature
- Lubing door, hood and tailgate hinges
- Testing and repairing/replacing all lights, horn(s), backup alarm(s)
- Checking windshield wipers / washers, mirrors and glass
- Checking heater and A/C operation
- Pressure testing cooling system and cap, inspect radiator and all hoses
- Load testing battery and clean terminals
- Test starting / charging systems
- Checking air filter or restriction gauge if equipped (Replace as needed)
- Draining engine oil and removing filter
- Greasing vehicle completely
- Replacing oil filter
- Checking fuel tank and fuel lines for damage or leakage
- Inspecting steering and suspension components
- Inspecting exhaust system, condition and mounting
- Inspecting engine and transmission mounts
- Inspecting drive belts
- Refilling engine oil
- Checking and topping-off all fluids
- Checking brake operation
- Checking parking brake operation
- Checking brake lining thickness, Inspect wheel bearings and seals
- Inspecting tires, measuring and recording tire thread depth
- Checking condition of wheel studs and nuts
- Checking/Filling tire air pressure to spec
- Rotating Tires
- Power Washing Radiator

Waterous System Inspection

- Checking for any major leaks or drips while not running
- Putting Into pump mode
- Checking indicator lights on shift lever
- Running Pump
- Circulating water and checking function of gauges
- Checking function of pump boss controller
- Checking all levers and valves move freely
- Checking all water way drains
- Checking intake screens
- Checking all caps have retention cables
- Checking any rubber discharge hoses aren't damaged

Village of Downers Grove

- Checking front intake pipes
- Checking deck gun (mounting flange, swivel locks, power assist motor if applicable)
- Checking input / output seals and bearings on pump
- Draining and filling pump (ATF every 100 Hrs)
- Testing emergency lights
- Scene lights / tower light on squad / spot lights on boom and basket of tower
- Run generator (947/944) - All others NON-APPLICABLE

LEVEL OF SERVICES TO BE PROVIDED

The following establishes the level of services to be provided by the Contractor.

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 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;
- 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)

Village of Downers Grove

VEHICLE REPAIR**General**

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

Inspection Service

The objectives of inspection services 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 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 authorized by the Fleet Manager and performed by a repair facility authorized by the manufacturer to perform such work.

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
- Part #s

Modifications

No modifications may be made by the Contractor to any component, system or piece of equipment

Village of Downers Grove

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

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.

Village of Downers Grove

Non-Response

In an emergency situation, if the Contractor does not respond to the requesting officer within **sixty (60) 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. Any Contractor-supplied inventory that has not been installed unto a fire apparatus 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 the invoice. The Village reserves the right to provide parts for any and all repairs, which shall be used by Contractor without additional cost or mark-up.

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 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 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

Village of Downers Grove

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 costs on the fire apparatuses being maintained under this Contract. This information will be uploaded to the CFA fleet management system by the Village, Contractor is not expected to work with CFA system.

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 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

Village of Downers Grove

on the Contract completion date.

TERM OF CONTRACT

The term of this contract shall be for a period of one year, with the option of two one year extensions, commencing from the award date by the Village, unless terminated sooner in accordance with paragraph 25 above.

COSTS

The unit costs and hourly labor rates shall include all charges required for providing the requested services, such as contractor provided tools, equipment, insurance, and all other related costs. The unit costs and hourly labor rates shall be in the form of a firm price for the entire contract period. Charges not specified in the bid will not be honored.

Village of Downers Grove

FIRE APPARATUS LISTING

FD UNIT	TYPE	FLEET #	ASSIGNED STATION	MAKE	MODEL	YEAR
Medic 101	Ambulance	939	Station 105	International	4000	2010
Medic 102	Ambulance	918	Station 102	Ford	F550	2020
Medic 103	Ambulance	915	Station 103	Ford	F550	2016
Medic 104	Ambulance	945	Station 103	Freightliner		2013
Medic 105	Ambulance	917	Station 105	Ford	F550	2016
Engine 101	Engine	932	Station 101	Pierce	Impel	2008
Engine 103	Engine	909	Station 103	Pierce	Impel	2021
Engine 104	Engine	947	Station 103	Pierce	Saber	2014
Engine 105	Engine	908	Station 103	Ferrara	Igniter	2018
Squad 101	Engine	907	Station 101	Ferrara	Igniter	2017
MABAS 16 Light Tower	Light Tower	950	Station 105	Chambers	BHC204M H	
Tower 102	Tower Ladder	944	Station 102	Smeal	Spartan	2011

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

PROPOSER'S PRICING

INSPECTIONS	
DESCRIPTION	UNIT COST
Annual Inspection – Medic 101 Ambulance	\$ 1,045.00
Annual Inspection - Medic 102 Ambulance	\$ 1,045.00
Annual Inspection - Medic 103 Ambulance	\$ 1,045.00
Annual Inspection - Medic 104 Ambulance	\$ 1,045.00
Annual Inspection - Medic 105 Ambulance	\$ 1,045.00
Annual Inspection - Engine 101	\$ 2,675.00
Annual Inspection - Engine 103	\$ 2,675.00
Annual Inspection - Engine 104	\$ 2,675.00
Annual Inspection - Engine 105	\$ 2,675.00
Annual Inspection – Squad 101	\$ 2,675.00
Annual Inspection – MABAS 16 Light Tower	\$ 300.00
Annual Inspection – Tower 102	\$ 2,975.00
TOTAL ANNUAL INSPECTION	\$ 21,875.00
REPAIRS	
DESCRIPTION	HOURLY RATE
HOURLY RATE PRIORITY REPAIRS	\$ 148.50
HOURLY RATE NON-PRIORITY REPAIRS	\$ 148.50
PICK-UP AND DELIVERY SERVICE	
DESCRIPTION	HOURLY RATE
Pick-up and Delivery (round-trip from apparatus location to the Contractor's facility)	\$ 0.00
SUPPLY PARTS MARKUP Not to exceed 10%	List %

Village of Downers Grove

Date: 11/01/2023

Submitted by (Print Name & Title): Steve Toninato, Director of Operations

Signature: *Steve Toninato*

Company: Macqueen Equipment LLC

Address: 1125 7th St E St Paul MN 55106

Telephone: 800-832-6417

Fax: _____

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:

Macqueen Equipment

Company Name

1125 7th St E

Street Address of Company

St Paul MN 55106

City, State, Zip

800-832-6417

Business Phone

Fax

ATTEST: If a Corporation

Signature of Corporation Secretary

Date: 11/01/2023

steve.toninato@macqueengroup.com

Email Address

Steve Toninato

Contact Name (Print)

952-563-7532

24-Hour Telephone

Steve Toninato

Signature of Officer, Partner or
Sole Proprietor

Director of Operations - Emergency

Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above. **VENDOR W-9**

REQUEST FORM

Village of Downers Grove

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: Macqueen Equipment
 ADDRESS: 1125 7th St E
 CITY: St Paul
 STATE: MN
 ZIP: 55106
 PHONE: 800-832-6417 FAX: _____

TAX ID #(TIN): 41-0845185

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Type text here
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Steve Toninato DATE: 11/1/2023

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP-33-1-0-2023, Proposer MacQueen Emergency LLC 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.

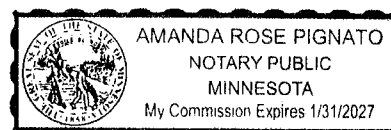
BY: Steve Toninato
Proposer's Authorized Agent Signature

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 2 day of 11, 2023
Amanda Rose Pignato
Notary Public



Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of _____,
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 ByLaws 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 MN,
which operates under the legal name of Macqueen Equipment LLC, and the full
names of its managers or members are as follows:

Manager or Member: Dan Gage

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) Partnership

Signatures and Addresses of All Members of Partnership:



Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

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

(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 10 days of the award of the contract? ☒ YES ☐ NO (circle one)

Insurer's Name The Phoenix Insurance Company

Agent Lockton Companies

Street Address 5500 Wayzata Blvd, Suite 510

City, State, Zip Code MPLS, MN 55416

Telephone Number 763-512-8600

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

Print Name of Company: MacQueen Equipment LLC

Print Name and Title of Authorizing Signature: Steve Toninato, Director of Operations

Signature: Steve Toninato

Date: 11/1/2023

Village of Downers Grove

Suspension or Debarment Certificate

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

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

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

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

Company Name: Macqueen Equipment LLC

Address: 1125 7th St E

City: St Paul Zip Code: 55106

Telephone: (800)832-6417 Fax Number: ()

E-mail Address: steve.toninato@macqueengroup.com

Authorized Company Signature: Steve Toninato

Print Signature Name: Steve Toninato Title of Official: Director of Operations - Emergency

Date: 11/01/2023

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.

Steve Toninato
Signature

Steve Toninato
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

