

# REQUEST FOR BID

## PROJECT: BREATHING AIR COMPRESSOR SYSTEM

**Bid Submission Deadline: Thursday, October 11, 2018 at 4 PM**

**Bid Opening: Friday, October 12, 2018 at 9 AM**



**Bartlett Fire Protection District  
234 North Oak Avenue  
Bartlett, Illinois 60103  
(630) 837-3701**

### **BOARD OF TRUSTEES**

James R. McCarthy, President  
Frank G. Giovannelli, Treasurer  
Jay P. Langfelder, Secretary  
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Larry Robbins, Trustee

FINAL  
September 10, 2018

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## **ADVERTISEMENT FOR BID**

### **LEGAL NOTICE**

NOTICE is hereby given that the Bartlett Fire Protection District is accepting sealed bids for Breathing Air Compressor System. Specifications may be obtained at Bartlett Fire Station 1, located at 234 North Oak Avenue, Bartlett, IL 60103. For further information, contact Assistant Chief William Gabrenya at (630) 837-3701.

Sealed Bids will be accepted at Bartlett Fire Station 1, 234 North Oak Avenue, Bartlett until October 11, 2018 at 4 PM. The bids will be publicly opened on October 12, 2018 at 9 AM. The contract may be awarded at the October 17, 2018 meeting of the Board of Trustees. The Bartlett Fire Protection District reserves the right to reject any or all bids received, to waive any formalities or technicalities of the Bid or to reject any non-responsive bid in the interest of the Bartlett Fire Protection District.

RE: Breathing Air Compressor System

DATE: September 10, 2018

Dear Bidder:

Enclosed you will find information relating the Bartlett Fire Protection District's intention to contract for Fire Station 1 Breathing Air Compressor System.

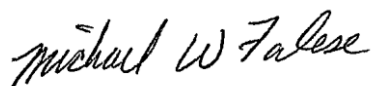
The materials enclosed are as follows:

1. Advertisement for Bids
2. General Conditions for All Bids
3. Bid Specifications
4. Sample Contract
5. Bid Form
6. Addendum
7. Contractor's Certification of Eligibility
8. Affidavit of Experience
9. List of Subcontractors and Suppliers
10. Label for Sealed Bid Envelope

Please return your signed Bid Form, Addendum, Contractor's Certification of Eligibility and List of Subcontractors and Suppliers in an opaque, sealed envelope, showing the Project Name, Date, and Time of Opening in the lower left-hand corner of the envelope. A label has been enclosed for your convenience. These forms must be filled out, signed, and returned in a sealed envelope, or your bid will not be considered.

If you have any questions regarding this bid, please contact Assistant Chief Gabrenya.

Sincerely,

A handwritten signature in cursive script that reads "Michael W. Falese".

Michael W. Falese  
Fire Chief

## BARTLETT FIRE PROTECTION DISTRICT

### REQUEST FOR BID FOR BREATHING AIR COMPRESSOR SYSTEM

DATE: September 10, 2018

ITEM: BREATHING AIR COMPRESSOR SYSTEM

Bids will be received until Thursday, October 11, 2018 at 4 PM on the project, specified herein. The public bid opening will take place on Friday, October 12, 2018 at 9 AM, unless modified by the Bartlett Fire Protection District. All contractors are welcome to attend this opening.

#### **GENERAL CONDITIONS**

##### **1. PREPARATION OF BIDS**

Each bid shall be submitted on the Bid Form furnished in these documents. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, enclosed in an opaque envelope, **sealed and clearly marked showing the bid identification, and date and time of opening in the lower left-hand corner** (a label is enclosed for your convenience). The envelope must also contain the name and address of the bidder. The bidder must insure that the "sealed bid" envelope is properly identified. The Bartlett Fire Protection District is not responsible for the premature opening of bid envelopes that are not properly marked. Any bids which are opened prior to the scheduled bid opening because of a failure to properly mark the envelope in accordance with this section, shall be deemed non-responsive and not considered.

##### **2. EXAMINATION**

Each bidder shall examine each and every part of these Specifications in order to comply with all requirements. Additionally, if there is a need to examine any related equipment i.e. vehicle exhaust system, cot, radios, etc.; please call for appointment. A submission of a proposal implies that this examination has been made.

##### **3. ERRORS AND OMISSIONS**

All bidders are requested to notify the Bartlett Fire Protection District immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the Bartlett Fire Protection District will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by the Bidder on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission on the Bid Form results in a material defect, the bid will be rejected. Mere computational errors on the Bid Form will be corrected by the Bartlett Fire Protection District.

##### **4. TIMELY SUBMISSIONS**

The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids

received after the scheduled date and time will not be considered unless evidence is presented, acceptable to the Bartlett Fire Protection District that it was in possession of the bid prior to the bid opening date and the bid was misplaced while in possession of the Bartlett Fire Protection District. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the bidder unopened, if at all possible. In many instances it is impossible to determine whom the bid is from unless it is opened. Should this be the case, the bid will be opened, address secured, and returned immediately.

## **5. QUALIFICATIONS OF BIDDERS**

The Bartlett Fire Protection District may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the affidavit of experience form in these Bid Documents and submit such form with the Bid Form. The Fire Protection District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form. Potential bidders must demonstrate successful completion of [**describe ex. Five projects similar in scope and magnitude**]. Bidders must also demonstrate that they have sufficient resources, i.e. capital, laborers, sub-contractors, etc. to accomplish all tasks to complete the project by the specified completion date.

## **6. TAX EXEMPTION**

The Bartlett Fire Protection District is not subject to federal excise tax or Illinois retailer's occupation tax.

## **7. DELIVERY DATE**

Bidder shall provide a delivery timeline in days to complete all work set forth in the Specifications. Failure to deliver within the specified time shall constitute a breach of the agreement.

## **8. SUBSTITUTIONS**

The use of brand name, specific materials, construction type or catalog number in the Specification is only for the purpose of establishing a grade or quality required. Because the Bartlett Fire Protection District does not wish to rule out other competition, whenever a specific brand name, materials, construction type or catalog number is mentioned, the Bidder should add the phrase "or approved equal". Bidders proposing to use an alternate must request approval in writing to the Bartlett Fire Protection District no later than five (5) business days prior to the bid opening. Bids which propose to use a non-approved alternate will be rejected.

**The Bartlett Fire Protection District shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.**

## **9. ADDENDA AND INTERPRETATION**

All interpretations and requests for interpretations of the Bid Documents must be made in writing. Any addenda shall become part of the Contract Documents.

## 10. AWARD SELECTION

Bids will be awarded to the lowest responsible bidder complying with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, **the Bartlett Fire Protection District does not award on price alone. The Bartlett Fire Protection District also considers the quality of product, as judged by the Bartlett Fire Protection District, terms of delivery, serviceability and any and all other factors permitted by law.** If specified on the bid form, awards will be based upon the submitted unit prices. The Bartlett Fire Protection District reserves the right to award the Contract to one bidder for the entire project or to any series of bidders for an appropriate portion of the project. The Bartlett Fire Protection District also reserves the right to: determine whether the selection, in its judgment, meets the needs or purposes intended; to increase or decrease the quantities shown on the bid; to reject any and all price or bids submitted and to waive any formality or technicality. Such decisions shall be final and not subject to recourse.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of **one hundred twenty (120) days** after the date set for the bid opening. Bids are submitted to the Board for approval at a regular meeting of the Board of Trustees for the Bartlett Fire Protection District.

## 11. CONTRACT

The Bidder to whom the project is awarded is required to enter into a contract, with the Bartlett Fire Protection District, substantially in the same form as the Sample Contract contained in these documents. The bidder can supply their own contract, but the language in said contract must meet approval of the District.

## 12. INVOICING AND PAYMENT

The Bidder shall issue an invoice after acceptance of the work by the Bartlett Fire Protection District. Invoices shall be typed and sent to the Bartlett Fire Protection District containing the following information:

1. The name, address and phone number of the Contractor;
2. Any payment discount terms offered;
3. A unique Invoice number (payment will not be made from a statement);
4. An itemization of all materials, supplies and equipment provided;
5. Completed W-9 form.

The Bartlett Fire Protection District is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. Quote all prices F.O.B. Bartlett, Illinois. F.O.B. Bartlett, Illinois, is defined as the total price to the Bartlett Fire Protection District, including all freight and delivery charges to its facility.

## 13. COMPLIANCE WITH LAW

All materials, supplies and equipment provided under this bid must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Additional certifications, attached as

addenda, will be required in the event federal or state funds are being used to fund this contract. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. The Fire Protection District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the vendor.

#### **14. MATERIALS**

All materials supplied by the Contractor under the provisions of this document and any attachments hereto shall be new materials of the kind and character called for. Defective equipment or materials, including material damaged in the course of manufacture, shipping, delivery, installation or testing shall be replaced or repaired in a matter satisfactory to the Bartlett Fire Protection District. All material and equipment furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

#### **15. WARRANTY/ GUARANTEE**

The Bidder warrants to the Bartlett Fire Protection District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Bartlett Fire Protection District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

Bidder must provide the Bartlett Fire Protection District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Bartlett Fire Protection District.

#### **16. FAIR EMPLOYMENT**

Bidder's signature on the Bid Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this Proposal and Specifications.

#### **17. EQUAL OPPORTUNITY**

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. The



contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

## **18. NON-BARRED BIDDING**

The Bidder must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

## **19. PREVAILING WAGE ACT**

The Bidder to whom the work is awarded shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, as required by the Illinois Department of Labor. The Bidder to whom work is awarded agrees that, prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idol/>. The Bidder shall require all subcontractors, sub-subcontractors and all other lower tiered subcontractors to cause to be inserted into each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. The Bartlett Fire Protection District shall have the right to immediately terminate Bidder in the event that Bidder violates any provision of the Prevailing Wage Act.

The Bartlett Fire Protection District may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Owner. The Contractor shall agree to indemnify the Owner for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. In any case, submission of certified payrolls as required by 820 ILCS 130/5, shall be a condition precedent of payment.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

*The Bidder, by signing the Bid Form, acknowledges, understands and abides by all of the above "General Conditions"*

## **TERMS AND CONDITIONS OF THIS BID**

1. **SCOPE** – This specification covers the removal and trade-in of the old Breathing Air Compression System. The Bartlett Fire Protection District reserves the right to reject the trade-in in the interest of the Bartlett Fire Protection District.
2. **PURPOSE:** The purpose of this document is to provide minimum specifications and test parameters for the Breathing Air Compressor System. It establishes criteria for the design, performance, equipment and appearance of the Breathing Air Compressor System.
3. **GENERAL:** This is a construction delivery type specification and it is not the intention of this agency to write out vendors or manufacturers of similar or equal products. It should be noted, be accepted providing the vendor provides documentation in the bid that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.
4. **SPECIFICATION COMPLETION:** The Breathing Air Compressor System specification begins on page 1 are to be reviewed by the bidder. **Any specification item not able to be met by vendor shall include an explanation or alternative options, reasons, or justification why the specification item is not needed. This documentation shall be submitted on a separate sheet of paper.**
5. **TERMINATION OF THE CONTRACT:** The Bartlett Fire Protection District may terminate the contract upon breach by the bidder which remains uncured after thirty (30) days following written notice of termination, or without cause after sixty (60) days written notice.
6. **INSURANCE REQUIREMENTS:** Bidder shall obtain insurance of the types and in the amounts listed below:

### **A. Commercial General and Umbrella Liability Insurance**

Bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on the most recent Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

### **B. Business Auto and Umbrella Liability Insurance**

Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01,

CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. Workers Compensation Insurance:** Bidder shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Bidder waives all rights against the Bartlett Fire Protection District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Bidder's activities.

#### **D. General Insurance Provisions:**

##### **1. Evidence of Insurance**

Bidder shall furnish the Bartlett Fire Protection District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Bidder's certificate of insurance shall list the Bartlett Fire Protection District, its officers, employees, agents and volunteers as additional insureds.

All certificates shall provide for thirty (30) days' written notice to the Fire Protection District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Fire Protection District shall be by certified mail, return receipt requested.

Failure of the Fire Protection District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Fire Protection District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Bidder's obligation to maintain such insurance.

The Fire Protection District shall have the right, but not the obligation, of prohibiting Bidder from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Fire Protection District.

Failure to maintain the required insurance may result in termination of this Contract at the Fire Protection District's option.

Bidder shall provide certified copies of all insurance policies required above within ten (10) days of the Fire Protection Districts' written request for said copies.

##### **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no

less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Fire Protection District has the right to reject insurance written by an insurer it deems unacceptable.

### **3. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Fire Protection District. At the option of the Fire Protection District, the Bidder may be asked to eliminate such deductibles or self-insured retentions as respects the Fire Protection District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

### **4. Subcontractors**

Bidder shall cause each subcontractor employed by Bidder to purchase and maintain insurance of the type specified above. When requested by the Fire Protection District, Bidder shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

### **E. Indemnification:**

To the fullest extent permitted by law, the Bidder shall indemnify, defend and hold harmless the Bartlett Fire Protection District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Bidder's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Bidder shall similarly protect, indemnify, defend and hold and save harmless the Fire Protection District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Bidder's breach of any of its obligations under, or Bidder's default of, any provision of the Contract

# **SAMPLE CONTRACT**

## **AGREEMENT FOR BREATHING AIR COMPRESSOR SYSTEM**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Bartlett Fire Protection District, Cook County, Illinois, an Illinois unit of local government (the "Fire District") with its principal place of business at 234 North Oak Avenue and \_\_\_\_\_, a(n) [Corporation/Partnership, Sole Proprietorship/Individual], with its principal place of business at \_\_\_\_\_ ("Vendor"), collectively the "Parties."

### **WITNESSETH**

That the Fire District and Vendor, for the consideration hereinafter named, agree as follows:

#### **1. AGREEMENT**

The Vendor shall provide all the labor and any necessary materials required to remove the old and install a new breathing air compressor system. The work and any materials agreed to be furnished for the Project shall be completed in accordance with the Bid Documents. The Fire District agrees to pay Vendor for the performance of his/her work and the furnishing of any necessary materials, minus the trade-in value, in the sum of \_\_\_\_\_ (\$) in accordance with the payment terms set forth in the Contract Documents.

#### **2. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement between the Fire District and the Vendor and the Legal Notice, Letter to Bidder, General Conditions, Terms and Conditions, Bid Form and Project Manual ("Bid Documents"), any addenda issued prior to the execution of this Agreement and Modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

The Contract Documents comprise the entire Agreement between the Parties and no statement, promise or inducement made by either party to the other or to the agency of the other party that is not contained in this written Agreement shall be valid or binding.

#### **3. INSURANCE**

Insurance shall be provided as required under TERMS AND CONDITIONS OF THIS BID starting on page xi.

#### **4. COMPLETION DATE**

The Vendor agrees to complete the work required to complete the Project within \_\_\_\_\_ days from order date to delivery date. Failure to complete the work by the specified date(s) shall constitute a material breach of the Contract entitling the Fire District to immediately replace the Vendor at the Fire District's sole option.

## **5. PERFORMANCE OF WORK**

Vendor agrees to perform all work in a good and workmanlike manner. Vendor shall not interfere in any way with and shall cooperate fully with other Vendors procured by Fire District for the work.

Vendor, on receipt of this contract executed by the Fire District, shall immediately place orders for materials and otherwise commence the work immediately. No claim for extras shall be allowed unless such claim shall be first submitted in writing to the Fire District and approved in writing by an authorized agent of the Fire District. All extras shall be subject to approval pursuant to the Fire District's change order process and in accordance with the applicable law.

## **6. INDEPENDENT CONTRACTOR**

Vendor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it, as well as any persons or agents as it may employ are not employees of the Fire District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

## **7. INTELLECTUAL PROPERTY OWNERSHIP RIGHTS**

The Fire District and Vendor agree that the Vendor's preparation of all drawings, designs, specifications, notes and other services rendered in the performance of this Agreement is a service work done for hire and that the ownership of such documents vests in the Fire District. The Fire District agrees to, and does hereby grant and transfer to the Vendor, an exclusive, royalty-free license to all such data and documents which the Fire District may obtain by copyright and of all designs and specifications as to which the Fire District may assert any rights or establish any claim under prevailing patent or copyright laws. In the case of future reuse of any of the documents by the Fire District, the Vendor's and consultant's name and seal if applicable shall be removed from the reused document(s) and the Vendor and its consultants shall not be liable to the Fire District or to third parties for their reuse.

## **8. LICENSED PROGRAMS**

Vendor warrants that, except for third-party products for which Vendor acts as a licensing agent, it owns and possesses all rights and interests in any licensed computer software programs ("Licensed Programs") required to perform this Contract. Vendor further warrants that, except third-party products for which Vendor acts as a sales agent, Fire District's use of the Licensed Programs will not infringe upon the United States copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Fire District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Fire District in connection with any such infringement claim by any third party, provided however that Fire District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if Fire District is enjoined from using the Licensed Programs due to an actual or claimed infringement of any United States patent right or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for Fire District, at Vendor's expense, the right to continue using the Licensed Programs; or (ii) replace or modify the Licensed Programs, at Vendor's expense, so that the Licensed Programs become non-infringing.

## **9. PAYMENT**

Terms for payment are as set forth in the General Conditions in the Bid Documents.

## **10. ASSIGNMENT**

This Agreement is non-assignable in whole or party by the Vendor, and any assignment shall be void without prior written consent of the Fire District.

## **11. WAIVER**

Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by the Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of contract.

## **12. TIME**

Time is of the essence for all matters concerning this Agreement.

## **13. HUMAN RIGHTS ACT**

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and protection against retaliation as provided by Section 6-101 of the Rights Act.

The Vendor understands, represents and warrants to the Owner that Vendor and its subcontractors (for which the Vendor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be construed as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

## **14. TERMINATION**

The Fire District may, at any time and in accordance with the Bid Documents, terminate the Contract in whole or in part for the convenience of the Fire District and without cause. Termination by the Fire District under this section shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Fire District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the contract; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and, (6) take actions that may be necessary or that

the Fire District may direct, for the protection and preservation of the terminated work. The Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date. Vendor shall not be entitled to damages resulting from termination for convenience under this Section.

#### **15. CHOICE OF LAW, BREACH AND REMEDIES**

Any suit or action arising under this Contract shall be commenced in the Circuit Court of the Sixteenth Judicial Circuit, County of Cook, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the Fire District shall be entitled to an award of reasonable attorney's fees and costs of litigation if Vendor is found liable. Vendor, its successors or assigns shall maintain no suit or action, against Fire District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year from the Fire District's acceptance of the work performed herein. Vendor acknowledges that each provision of this Agreement is important and material to the business and success of the Fire District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Vendor shall also pay to the Fire District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Fire District's reasonable attorney fees.

#### **16. PREVAILING WAGE ACT**

All contracts for Work herein are subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, providing for the payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on work provided for by this Agreement. The Contractor agrees that, prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idol/>.

The Fire District may at any time inquire of the Vendor as to rates of wages being paid employees of the Vendor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Vendor. The Vendor shall agree to indemnify the Fire District for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. Submission of certified payrolls as required by 820 ILCS 130/5, shall be a condition precedent of payment.

The Vendor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

[signature page follows]



IN WITNESS WHEREOF the parties hereto have set their respective hands and seals and year first above written.

FIRE DISTRICT

VENDOR

By:

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

\_\_\_\_\_

By:

President  
Board of Trustees

\_\_\_\_\_

ATTEST

Its: \_\_\_\_\_

By:

\_\_\_\_\_  
Secretary  
Board of Trustees

# **BID FORM**

## **BARTLETT FIRE STATION 1 BREATHING AIR COMPRESSOR SYSTEM**

### **A. ACKNOWLEDGMENT**

By its signature below, the Bidder acknowledges it has received a complete set of Specifications and understands that meaning of their content and shall willingly comply with the guidelines set forth in these documents. The Bid Documents are composed of the following documents, which the Bidder acknowledges it has received in full:

- Letter to Bidder
- Advertisement for Bid
- General Conditions for All Bids
- Bid Specifications
- Sample Contract
- Bid Form
- Addendum
- Contractor's Certification of Eligibility
- Affidavit of Experience
- List of Subcontractors and Suppliers

If any of the above documents have been omitted, please contact the Bartlett Fire Protection District immediately to receive replacements for the missing documents.



**C. ADDENDUM**

Each Bidder for this project shall be responsible for acknowledging all addenda that are issued by the Bartlett Fire Protection District during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1

---

Signature

Title

ADDENDUM NO. 2

---

Signature

Title

ADDENDUM NO. 3

---

Signature

Title

ADDENDUM NO. 4

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Signature

Title

ADDENDUM NO. 5

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Signature

Title

ADDENDUM NO. 6

---

Signature

Title

ADDENDUM NO. 7

---

Signature

Title

**D. AFFIDAVIT OF EXPERIENCE** (This Affidavit must be executed)

STATE OF \_\_\_\_\_ )  
 ) SS: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, says that he/she is

\_\_\_\_\_ of \_\_\_\_\_,  
(Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Bartlett Fire Protection District to contact the individuals listed below.

<u>Project Name</u>	<u>Contact</u>	<u>Phone #</u>	<u>Completion Date</u>
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.
_____	_____	_____	_____.

\_\_\_\_\_  
(Signature)

**E. LIST OF SUBCONTRACTORS AND SUPPLIERS**

The subcontractors and suppliers listed below will be involved in this contract work in the assignments. We understand that any deviation from this list must be requested and approved in writing ten days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors

Work Assignment


Suppliers

Material


**F. CERTIFICATIONS AND SIGNATURE**

The undersigned has checked the plan(s), specifications and the above figures and understands that he shall be responsible for any errors or omissions based upon these specifications as submitted on the Bid Offer Form.

It is understood and agreed that the Bartlett Fire Protection District reserves the right to accept or reject any or all bids and to waive any formality in any bid received.

The undersigned further declares that this bid is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Bartlett Fire Protection District Board of Trustees or other officer of the Bartlett Fire Protection District , or any person in the employ of the Bartlett Fire Protection District is directly or indirectly interested in this bid, or in any portion of the profits thereof.

---

Name of Person or Entity submitting this Bid

---

Street Address

---

City

State

Zip

---

Telephone Number

Fax Number

Bid Form is not valid unless properly signed:

---

SIGNATURE

---

Date

**G. CONTRACTOR'S CERTIFICATION OF ELIGIBILITY**

In Compliance 720 ILCS 5/33E-11:

\_\_\_\_\_, a(n) \_\_\_\_\_  
Print name of Contractor Individual, Partnership, Corporation

as part of his bid on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

\_\_\_\_\_  
Date

Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

\_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: \_\_\_\_\_ Notary Public: \_\_\_\_\_



# LABEL FOR SEALED BID ENVELOPE

Cut out and tape label below to the lower left hand corner of your return sealed bid envelope.

Return to:

**Bartlett Fire Protection District  
234 North Oak Avenue  
Bartlett, Illinois 60103  
ATTENTION: BREATHING AIR  
COMPRESSOR SYSTEM**

**Bartlett Fire District**  
**Bid Specification**

**Breathing Air Module**

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

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

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

**Compressor:** The compressor block shall be four stage, air cooled, pressure oil lubricated of "V" configuration and rated for continuous duty at 6000 psig with a charging rate greater than 17.0 cfm. The crankcase shall be of all cast iron construction, fully enclosed and support an iron crankshaft with oversized ball bearings on each end. Only two connecting rods shall be utilized. Each connecting rod shall be equipped with needle bearings on each end for long life. All pistons shall be of the captive design, manufactured of aluminum or steel and incorporate rings on all stages. Cylinders shall be of aluminum or cast-iron construction with deep cooling fins to provide maximum heat dissipation. The compressor flywheel shall incorporate a high velocity fan to remove heat from the compressor. Cooling air flow from the fan shall be a minimum of 3000cfm. Individually mounted intercoolers shall be utilized after each stage of compression and the aftercooler shall be designed to deliver final air at a temperature not to exceed 18 degrees F above ambient. Suction and delivery valves shall be designed in such a manner that they can be replaced without replacing the entire assembly. Valve inspection covers are to be provided on the first and second stage cylinders. Relief valves shall be utilized after each stage of compression.

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

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

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

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

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

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

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

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

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

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

**Purification system:** The purification system and replacement filter cartridges shall be manufactured by the same company as the compressor package. The system shall be a multi-chamber arrangement each constructed of 7075T6 aluminum alloy with a tensile strength of 83,000 psi and designed for 6000 psi working pressure with a 4 to 1 safety factor. The first chamber shall be a mechanical separator to eliminate oil and water. Subsequent chambers shall utilize replaceable filter cartridges constructed of high strength, non-corrosive FDA grade polycarbonate plastic.

Non-corrosive stainless steel springs and spin welded end caps shall be incorporated

within the cartridge boundary. The cartridges shall be designed to remove water vapor, hydrocarbons, noxious gases, taste and odors.

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

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

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

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

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

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

**Carbon monoxide monitoring system:** The CO monitor shall be mounted on the compressor operations panel.

- Shall be piped into the air flow downstream of the purification system
- Shall be tamper-resistant requiring a keystroke sequence to access monitor controls.
- Must have a warning light, audible alarm & shutdown for high concentrations of CO.
- Shall reliably detect co concentrations from 0 to 10 ppm. A digital readout shall

- continuously indicate the amount of CO in the compressed breathing air.
- Must be capable of adjustment at any point on the monitor between 5 to 10 ppm for shutdown.
  - The unit shall automatically go through the calibration process every 90 days.
  - Calibration kit with 20 ppm CO is to be provided. Additionally, a cylinder with 0 ppm of CO shall be provided to conveniently and accurately calibrate the monitor.
  - The system shall come complete with solenoids to control system calibration.

**Storage Bank:** Air Storage system including:

- eight (8) 6000 psi UN/ISO 10-Year hydro test cylinders with service valve, bleed valve and safety relief valve
- Self-standing vertical inline rack
- Interconnecting hardware

**Enclosed Containment Fill Station:** The fill station shall be designed for stationary applications. The unit shall be totally enclosed, constructed of ¼ inch plate steel and designed to contain an SCBA or SCUBA cylinder and metal fragments in the event of rupture during the filling process. The fill station shall be designed to vent rapidly expanding air away from the operator.

The fill station shall be ergonomically designed to allow the filling of two (2) SCBA or SCUBA bottles (120 cubic foot) either separately or simultaneously. The maximum length of the SCBA or SCUBA bottle with the valve and fill adapter shall be 31 inches. Access to the enclosure for loading the SCBA cylinder shall be via a manually operated, tilt out door. The fill station door shall be provided with assisting devices to assure smooth operation and reduce operator fatigue. The fill station door shall be constructed of ¼ inch plate steel. The SCBA cradle shall contain two (2) fill positions. Each fill position shall be lined with material to protect each SCBA or SCUBA cylinder from abrasion. The carriage shall be mounted on a pivoting system that will lower the cylinders to a near horizontal position and allow full access to all SCBA or SCUBA bottles, fill hoses and valve assemblies with minimal operator fatigue.

To ensure operator protection, a fully automatic safety interlock that prevents SCBA or SCUBA cylinder filling until the door is completely closed shall be provided. Two (2) fill hoses with SCBA or SCUBA adapters shall be provided and located within the enclosure. The fill hoses shall be protected by a safety relief valve set at 4700 psi, but adjustable to 5700 psi for future expansion.

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

A painted steel fill panel affixed with a silk screen overlay shall be mounted on the front of the unit. The overlay shall contain an embedded airflow schematic. The fill station

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

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

A copy of a signed certificate, by an accredited professional engineer and a third party witness, shall be provided stating that a prototype fill station has been successfully tested to contain a ruptured 100 cubic foot cylinder pressurized to no less than 6100 psig and that the fill chamber safely vented the expanding air.

### **Optional Accessories**

#### **Auto cascade control:**

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

When the filling sequence is complete the compressor shall automatically refill each storage bank successively starting with the highest-pressure cylinder bank first and ending with the lowest pressure cylinder. The eight (8) cylinders can be configured in such a way as to allow more volume for topping off the SCBA.

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

**Trade-In Value Information**

**Mako BAM07H3**  
**CFM – 20.7**  
**Max Pressure – 6000**  
**Hours – 509.8**  
**Date – 05-01-1996**

**Trade-In Value \$ \_\_\_\_\_ (includes compressor, fill station, and 4 bottles)**







