



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

| | |
|------------------------|---|
| BID NUMBER: | 25-056-PW |
| COMPANY NAME: | DRYDON EQUIPMENT INC - DXR ENTERPRISES INC. |
| MAIN ADDRESS: | 2445 WESTFIELD DRIVE SUITE 100 |
| CITY, STATE, ZIP CODE: | ELGIN IL 60124-7840 |
| TELEPHONE NO.: | 630 814 9150 |
| BID CONTACT PERSON: | GRACE N. ARKINIS |
| CONTACT EMAIL: | GARKINIS@DRYDON.COM |

Section II: Contract Administration Information

Complete the contract administration information below.

| CORRESPONDENCE TO CONTRACTOR: | | REMIT TO CONTRACTOR: | |
|-------------------------------|------------------------|----------------------|------|
| NAME: | DRYDON EQUIPMENT | NAME: | |
| CONTACT: | G. ARKINIS | CONTACT: | |
| ADDRESS: | 2445 WESTFIELD DR #100 | ADDRESS: | SAME |
| CITY, ST., ZIP: | ELGIN IL 60124 | CITY, ST., ZIP: | |
| PHONE NO.: | 630 814 9150 | PHONE NO.: | |
| EMAIL: | GARKINIS@DRYDON.COM | EMAIL: | |

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole
Proprietor

☒ A Member authorized to
sign on behalf of the
Partnership

☐ An Officer of the
Corporation

☐ A Member of the Joint
Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

[Redacted Signature]

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: George N. Aramis

Signature: [Redacted Signature]

Title: Partner

Date: 4/21/21



5301 Hollister St, Houston, TX 77040

WATER DIVISION SUBSIDIARIES

Carter & VerPlanck, a DXP Company
Drydon Equipment, a DXP Company
Florida Valve & Equipment, a DXP Company
Premier Water, a DXP Company
Sullivan Environmental Technologies, a DXP Company

DXP Enterprises, Inc.
5301 Hollister St
Houston, TX 77040
Phone 713.996.4700
Fax 713.996.4701
www.dxpe.com



ADDITIONAL REMARKS SCHEDULE

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| | | |
|--|------------------|---|
| AGENCY Marsh & McLennan Agency LLC | | NAMED INSURED DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

contract that requires such status. General Liability Per Project Aggregate Limit (Other Than Products - Completed Operations) applies where required by written contract. General Liability Per Location Aggregate Limit (Other Than Products - Completed Operations) applies where required by written contract.

Named Insured to read:

Alliance Pump & Mechanical Service, Inc.
 APO Pumps & Compressors LLC
 B27 Engineered Pumps & Systems
 B27 Resources, Inc.
 Bayou Pumps, Inc.
 Bert Gurney and Associates, a DXP Company
 Best Equipment Service & Sales Company, LLC dba Best Pump Works
 Carter & Verplanck Inc.
 Cisco Air Systems, Inc.
 Cisco Air Systems, Inc. dba Optimum Air Compressor Solutions
 Compressed Air Energy Solutions
 Corporate Equipment Company, LLC
 Cortech Engineering LLC dba Cortech Service & Pump Repairs
 CRS Technologies, Inc.
 Drydon Equipment Inc.
 DXP Enterprises, Inc.
 DXP Enterprises, Inc. dba Alaska Pump & Supply, Inc.
 DXP Enterprises, Inc. dba Aledco, Inc.
 DXP Enterprises, Inc. dba Application Specialties, Inc.
 DXP Enterprises, Inc. dba Burlingame Engineers
 DXP Enterprises, Inc. dba C.W.Rod Tool Company, Inc.
 DXP Enterprises, Inc. dba Cortech Engineering LLC
 DXP Enterprises, Inc. dba D&F Distributors
 DXP Enterprises, Inc. dba Delta Process Equipment
 DXP Enterprises, Inc. dba Falcon Pump & Supply
 DXP Enterprises, Inc. dba Florida Valve & Equipment, a DXP Company
 DXP Enterprises, Inc. dba Gulf Coast Torch & Regulator, Inc.
 DXP Enterprises, Inc. dba HSE Integrated Inc.
 DXP Enterprises, Inc. dba Indian Fire and Safety, Inc.
 DXP Enterprises, Inc. dba Jerzy Industries
 DXP Enterprises, Inc. dba Jerzy Supply
 DXP Enterprises, Inc. dba Kenneth Crosby, LLC
 DXP Enterprises, Inc. dba Machine Tech Services
 DXP Enterprises, Inc. dba Machine Tooling & Supply
 DXP Enterprises, Inc. dba MaxVac
 DXP Enterprises, Inc. dba Mid-Continent Safety
 DXP Enterprises, Inc. dba M.W. Smith Equipment
 DXP Enterprises, Inc. dba Northshore Pump & Equipment
 DXP Enterprises, Inc. dba PMI Operating
 DXP Enterprises, Inc. dba Precision Industries, Inc.
 DXP Enterprises, Inc. dba Production Pump Systems
 DXP Enterprises, Inc. dba Pump & Power Equipment
 DXP Enterprises Inc. dba Pumping Solutions
 DXP Enterprises Inc. dba Pumping Systems, Inc.
 DXP Enterprises, Inc. dba Quadna
 DXP Enterprises, Inc. dba RA Mueller, Inc.
 DXP Enterprises, Inc. dba Rocky Mountain Supply
 DXP Enterprises, Inc. dba Safety Alliance
 DXP Enterprises, Inc. dba Safety International
 DXP Enterprises, Inc. dba Sepco
 DXP Enterprises, Inc. dba Strategic Supply
 DXP Enterprises, Inc. dba Tool Supply
 DXP Enterprises, Inc. dba Tool Tech Industrial Machinery and Supply
 DXP Enterprises, Inc. dba Tucker Tool Company
 DXP Enterprises, Inc. dba Turbo Machinery Repair
 DXP Enterprises, Inc. dba York Pump & Equipment
 DXP Investments, LLC
 DXP Services, LLC
 Environmental MD, Inc.
 Florida Valve & Equipment LLC
 Hartwell Environmental Corporation
 Hennesy Mechanical Sales LLC
 Integrated Flow Solutions, LLC

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

| | | |
|---------------------------------------|-----------|--|
| AGENCY Marsh & McLennan Agency LLC | | NAMED INSURED DXP Enterprises, Inc. (see attached named insured list) 5301 Hollister St Houston TX 77040 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Kappe Associates, Inc.
Machinery Tooling and Supply, LLC
MB Equipment Inc. dba JL Wingert Co
Northstar Metalcraft LLC
Optimum Air Compressor Solutions
Pelican State Supply Company, Inc.
PMI Investments, LLC
PMI Operating Co, LTD, dba Machine Tech Services
PMI Operating Co, LTD, dba Power Machinery
PMI Operating Co, LTD, dba Production Pump
Precision Industries, Inc.
Premier Water LLC
Process Machinery Inc.
Pro-Seal, Inc. dba Pro-Seal Service Group, Inc.
Pump-PMI, LLC
Pumpworks 610, LLC dba Best Pump Works
Riordan Materials Corporation
Sport RE, LLC
Sullivan Environmental Technologies, Inc.
Total Equipment Company



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LIMITATIONS ON THE AUTHORITY OF THE COUNTY OF DUPAGE TO CONTRACT

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|--|
| BID NUMBER: | 25-056-PW |
| COMPANY NAME: | Dayton Equipment Inc - DXP Enterprises Inc |
| CONTACT PERSON: | George N. Arhizis |
| CONTACT EMAIL: | GARHIZIS@DAYTON.COM |

Section II: Limitations

The County of DuPage ("County") is a non-home rule unit of local government under the Constitution and laws of the State of Illinois. Pursuant to Section 7 of Article VII of the Illinois Constitution of 1970, counties and municipalities which are not home rule units have only the powers granted to them by law and the powers set forth in the state constitution. Accordingly, and unlike Cook County and many of Illinois's larger municipalities, every action DuPage County takes must be tied to a specific constitutional or statutory grant of authority or be necessarily inferred from that specifically granted authority. Any action the County takes in excess of that authority is *ultra vires* and void *ab initio* as a matter of law.

During the course of the procurement process, vendors frequently provide standard form contracts or propose exceptions that contain terms which, though commercially reasonable in a particular industry, are outside of the County's authority to agree to. The most common areas of conflict involve proposed provisions that require the County to provide a vendor with an indemnity, exclude the state's attorney's participation in the selection and control of outside counsel, or provide for more aggressive payment and interest terms than are permitted by law.

Indemnification

DuPage County has no authority to provide an indemnity to a vendor. As noted above, the County has only those powers conferred by the Illinois Constitution or state law or which can be necessarily inferred from those powers. While state law does require the County to indemnify its officers and employees and authorizes it to indemnify a limited number of other governmental entities, the legislature has not authorized counties to indemnify private vendors. Moreover, the Illinois Constitution requires that all expenditures of public funds be for public purposes. In an indemnity agreement, the indemnifying party agrees to be liable for the costs associated with the defense of the other party. If the indemnified party is not a public entity, then an indemnification agreement would impermissibly require an expenditure of public funds the benefit of that private party and not for the public. Finally, an indemnity contract is an extension of the public credit and an agreement to undertake a liability. Such an extension of credit requires an appropriation for that purpose sufficient to cover the obligation at the time of contract formation.

Choice of Counsel, Waiver of Defenses

Under Illinois law, the state's attorney shall "defend all actions and proceedings brought against his county." Historical and judicial precedents along with various opinions of Illinois's attorneys general, interpret this language to mean that **the state's attorney is the exclusive legal representative of his county**. The state's attorney will generally appoint any attorney recommended to him by an indemnifying party or its insurance carrier who meets his approval as a "special" assistant state's attorney for the purposes of the litigation. While the state's attorney must retain the right to approve outside counsel and control the litigation, he will not interfere unreasonably with the indemnifying party's attorney selection or legal strategy (or those of its insurance carrier). The County has no authority to retain or permit counsel to represent its interests nor can it contract away the duties of the state's attorney. For this reason, the County also cannot contractually waive any defenses, privileges or immunities which may be available to it in litigation.

Payment Terms

The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. apply to all purchases made by DuPage County. The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues on a monthly basis at 1%. While the County may not offer payment or interest terms which are more generous to the vendor than authorized by the Act, the parties may agree to provide an incentive for more rapid payments.

Section III: Acceptance

The above list is not exhaustive, but it does address the most common areas of concern during the contract negotiation phase. **Accordingly, all prospective offerors are on notice that the County is without the authority to accept nor will it respond to any exceptions which purport to impose a duty on the County to indemnify a vendor, abridge the duties of the state's attorney, waive any legal privilege, defense, or immunity available to it, or obligate it to payment and interest terms other than as permitted by the Local Government Prompt Payment Act. Further all prospective offerors are on notice that any such provision in any standard form contract is unenforceable and void as a matter of law whether or not approved by the County.**

Please acknowledge your Acceptance of the Limitations on the Authority of the County of DuPage to Contract as stated above. Your signature below shall establish your consent to a contract subject to such limitation on the County's authority to contract. This page must also be incorporated as an exhibit to any contract the County will be asked to sign.

Receipt of the above ACCEPTANCE is hereby acknowledged by:

Printed Name: G. Archinis

Signature:

A black rectangular box redacting the signature of the official.

Title: Partner

Date:

4/21/25



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AWARDED CONTRACTOR DISCLOSURE

Section I: Contact Information

Please complete the contact information below.

| | |
|-----------------|---------------------------------------|
| BID NUMBER: | 25-056-PW |
| COMPANY NAME: | Dryden Equipment A DXP Company |
| CONTACT PERSON: | George N. Argini |
| CONTACT EMAIL: | GEORGE GARGIRIS@DRYDEN.COM |

Section II: Contractor Reporting

In accordance with 35 ILCS 200/18-50.2, the County requires the Awarded Contractor to provide (i) whether it is a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/01 *et seq.*) and (ii) whether the it or any of its subcontractors hold any certifications for those categories or if it or any of its subcontractors are self-certifying.

If self-certifying, the Awarded Contractor and its subcontractors shall disclose if it qualifies as a small business under federal Small Business Administration standards. Following award of a contract by the County, the Contractor shall complete the requested information for itself, and for each subcontractor within 60 calendar days of the date of award. If awarded, Contractor will enter information in the following website: <https://mww.dupageco.org/> or under the Procurement Division website under "Vendor Questionnaire" at <https://www.dupagecounty.gov/purchasing/>.

Section III: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: G. Argini

Signature: 

Title: Partner

Date: 4/21/25