



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, December 5, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [24-0023](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, November 21, 2023

6. CONSENT ITEMS

6.A. [24-0030](#)

Public Works - Dynamic Industrial - Recommendation to approve a contract time extension to June 30, 2024, due to a delay in lead time on the installation of expansion joints for the Greene Road Water Tower - Contract extension with no change in the contract total.

7. CLAIMS REPORT

7.A. [24-0031](#)

Payment of Claims - Public Works and Facilities Management

8. JOINT PURCHASING AGREEMENT

8.A. [FM-P-0001-24](#)

Recommendation for the approval of a contract to Trane U.S. Inc., to provide a comprehensive overhaul of the water cooled centrifugal duplex chiller at the power plant, for the period of December 12, 2023 through November 30, 2024, for a contract total amount not to exceed \$180,827. Contract pursuant to the Intergovernmental Cooperation Act – OMNIA Partners Cooperative Quote R1-192593-23-001 Contract Number #3341.

8.B. [FM-P-0002-24](#)

Recommendation for the approval of a contract purchase order to W.W. Grainger, Inc., to furnish and deliver miscellaneous maintenance, repair, and operations parts and supplies, as needed for County facilities, for the period of January 1, 2024 through December 31, 2024, for Facilities Management, for a total contract amount not to exceed \$82,000. Contract let pursuant to the Intergovernmental Cooperation Act OMNIA Partners #192163.

9. BID AWARD9.A. [FM-P-0003-24](#)

Recommendation for the approval of a contract to Amber Mechanical Contractors, Inc., for the JTK HVAC Replacement Project, for Facilities Management, for the period of December 12, 2023 through November 30, 2025, for a total contract amount not to exceed \$5,314,150; per lowest responsible bid #23-125-FM. (PARTIAL ARPA ITEM)

9.B. [24-0032](#)

Recommendation for the approval of a contract to Best Technology Systems, Inc., to provide pistol range maintenance services and repairs, as needed, for the Sheriff's Office, for Facilities Management, for the two-year period of December 6, 2023, through December 5, 2025, for a total contract amount not to exceed \$19,380; per lowest responsible bid #23-115-FM.

10. OLD BUSINESS**11. NEW BUSINESS****12. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0023

Agenda Date: 12/5/2023

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, November 21, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:00 AM.

2. ROLL CALL

Member Galassi arrived at 9:02 a.m. due to attending another committee meeting.

Other Board members present: Member Rutledge, Member Evans arrived at 9:03 a.m., and Member Yoo arrived at 9:05 a.m.

PRESENT	DeSart, Garcia, Ozog, and Zay
ABSENT	Cronin Cahill
LATE	Galassi

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-3730](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, November 7, 2023

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Jim Zay

6. CLAIMS REPORT

6.A. [23-3731](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Jim Zay

7. INFORMATIONAL

7.A. [TE-P-0075-23](#)

Recommendation for the approval of a contract purchase order to Accela, Inc., for Managed Application Services to provide support with permitting software for the Building & Zoning, Transportation, Stormwater, and Public Works departments, for the period of February 21, 2024 through February 20, 2025, for a contract total not to exceed \$199,290; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Proprietary Software Maintenance and Support)

Member DeSart moved and Member Zay seconded a motion to accept and place this item on file.

MOTION TO ENTER INTO EXECUTIVE SESSION

Motion by Member Ozog and seconded by Member DeSart to enter into Executive session. All ayes. Upon a roll call vote, the motion was passed.

Ayes: DeSart, Galassi, Garcia, Ozog, Zay

Nays:

Absent: Cahill

8. EXECUTIVE SESSION

8.A. Section 5 ILCS 120/2(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

8.B. Section 5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

ROLL CALL TO ESTABLISH A QUORUM IN OPEN SESSION

Chair Garcia took a roll call to ensure quorum in open session.

PRESENT	DeSart, Galassi, Garcia, Ozog, and Zay
ABSENT	Cronin Cahill

9. OLD BUSINESS

Member Zay acknowledged that this will be the last Public Works meeting that Deputy Chief Information Officer Wendi Wagner will be attending, as she will be retiring. Chair Garcia and Public Works Director Nick Kottmeyer thanked Ms. Wagner for her years of service and thanked her for being such a huge help to the County and the Information Technology department over the years.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURN

With no further business, the meeting was adjourned.



Consent Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0030

Agenda Date: 12/5/2023

Agenda #: 6.A.

Consent
PW 12/5
CB 12/12



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Nov 20, 2023

MinuteTraq (IQM2) ID #: NA

Purchase Order #: 5347SERV	Original Purchase Order Date: May 25, 2021	Change Order #: 4	Department: Public Works
Vendor Name: Dynamic Industrial Services		Vendor #: 33093	Dept Contact: Amy Arlowe
Background and/or Reason for Change Order Request:	Extend contract to June 30, 2024. No change in contract total.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$1,041,900.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$1,041,900.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$1,041,900.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only
- Change budget code from: _____ to: _____
- Increase/Decrease quantity from: _____ to: _____
- Price shows: _____ should be: _____
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: Dec 29, 2023 to: Jun 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

<i>[Signature]</i>	*6800	11/20/23	<i>[Signature]</i>	*6800	11/20/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>[Signature]</i>	Procurement Officer	Date	11/27/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo
Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Public Works	Department Contact: Jay Dahlberg
Contact Email: Jay.Dahlberg@dupageco.org	Contact Phone: 630-985-7400
Vendor Name: Dynamic Industrial Services	Vendor #: 33093

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
 Approve time extension with Dynamic Industrial Services. There will be no change to the contract total dollar amount.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 The repairs are delayed due to the lead time on the expansion joints. The painting can not be completed until after the installation of the expansion joints. The tower is located within the DuPage County water system that provides potable drinking water to DuPage County customers.

Strategic Impact
 Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 The Greene Road Water Tower needs the repairs in order to keep the tower functioning properly to continue to provide our County customers with clean drinking water.

Source Selection/Vetting Information - Describe method used to select source.
 We currently have a contract with Dynamic Industrial Services for painting and repairs on the County owned water towers.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 1) Approve the time extension to the contract. Recommended due to the need for a properly functioning water tower in order to provide County customers with clean water.
 2) Do not approve the time extension. Not recommended due to the need for residents to have access to clean water.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
 There will be no fiscal impact to this contract.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 11/19/23

Bid/Contract/PO #: NRW Tower 20-R0679

Company Name: <u>Dynamic Industrial Services Inc.</u>	Company Contact: <u>Tony Bairaktaris</u>
Contact Phone: <u>219-717-2255</u>	Contact Email: <u>tony@dynamicind.net</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[Redacted Signature]

Printed Name

Tony Bairaktaris

Title

Vice President

Date

November 19, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

N/A



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0031

Agenda Date: 12/5/2023

Agenda #: 7.A.

Public Works			
Schedule of Claims			
12/5/2023			
Pay Vendor Name	Description	Check Date	Amount
GRAYBAR	TP514 Cover	11/17/2023	\$22.33
GRAYBAR	Door Switch	11/17/2023	\$38.95
GRAYBAR	LED	11/17/2023	\$204.00
GRAYBAR	Door Switch	11/17/2023	\$194.75
K-FIVE CONSTRUCTION CORP	Asphalt	11/21/2023	\$1,739.21
K-FIVE CONSTRUCTION CORP	Asphalt	11/28/2023	\$1,004.63
K-FIVE CONSTRUCTION CORP	Asphalt	11/28/2023	\$764.03
A & W TRAILER	Switch	11/17/2023	\$14.99
A & W TRAILER	Switch	11/17/2023	\$14.99
AEP ENERGY	Electric 09/26 - 10/25/23	11/17/2023	\$21,483.03
AEP ENERGY	Electric 10/03 - 11/01/23	11/17/2023	\$13,456.48
AEP ENERGY	Electric 09/29 - 10/30/23	11/17/2023	\$378.39
AL WARREN OIL CO INC	Fuel	11/17/2023	\$25,779.88
AT&T	10/04-11/03/23	11/17/2023	\$60.29
BLAINS FARM & FLEET	Boots - Reese	11/17/2023	\$174.99
BLAINS FARM & FLEET	Boots - Gallardo David	11/17/2023	\$150.00
CAPITAL ONE TRADE CREDIT	Flap Wheel	11/17/2023	\$83.19
CAPITAL ONE TRADE CREDIT	Adapters	11/17/2023	\$43.97
CAPITAL ONE TRADE CREDIT	Pressure Washer/Oil	11/17/2023	\$323.97
CHICAGO TIRE INC	Repair	11/17/2023	\$265.00
COM ED	10/03 - 11/01/23	11/17/2023	\$18,625.77
CORE & MAIN LP	Consumer Portal	11/17/2023	\$22,450.00
FEDEX	Shipping	11/17/2023	\$442.21
GARZA, DANIELLE	Planner Purchased by Employee	11/17/2023	\$67.94
HIDDEN GARDENS	Cornus Arctic Fire	11/17/2023	\$128.00
IWEA	Webinar-Dressel	11/17/2023	\$20.00
KESLINKE, LAWRENCE	Reimburse Homeowner	11/17/2023	\$698.14
MANSFIELD POWER AND GAS	Gas 10/1 - 10/31/23	11/17/2023	\$6,143.55
MENARDS	Color Connex/Hammer	11/17/2023	\$30.48
NAPA AUTO PARTS	Fuel Additive	11/17/2023	\$251.76
NICOR GAS	09/21 - 10/20/23	11/17/2023	\$49.86
NICOR GAS	09/12 - 10/11/23	11/17/2023	\$48.87
NICOR GAS	09/15 - 10/16/23	11/17/2023	\$107.19
NICOR GAS	09/22 - 10/23/23	11/17/2023	\$165.14
NICOR GAS	09/25 - 10/24/23	11/17/2023	\$286.27
OZINGA READY MIX CONCRETE, INC	Concrete	11/17/2023	\$1,086.25
PACE ANALYTICAL SERVICES INC	IEPA Testing	11/17/2023	\$261.00
PACE ANALYTICAL SERVICES INC	IEPA Testing	11/17/2023	\$29.00
PEREGRINE CORPORATION	Utility Billing	11/17/2023	\$177.28
RADWELL INTERNATIONAL, INC.	Xylem 1EF142LF	11/17/2023	\$2,300.98
ROCK FUSCO & CONNELLY LLC	Labor Negotiations thru 09/30/23	11/17/2023	\$5,522.00
SAFETY-KLEEN SYSTEMS INC	Parts Washer Service Solvent	11/17/2023	\$821.90
STANDARD EQUIPMENT COMPANY	Repair	11/17/2023	\$736.81
STEWART SPREADING INC	Biosolid Disposal	11/17/2023	\$26,675.00
STONE WHEEL INC	Dfluid/Wiper	11/17/2023	\$142.64
STONE WHEEL INC	Conti-Poly-V	11/17/2023	-\$43.59
STONE WHEEL INC	Brake Rotor	11/17/2023	-\$77.28
STONE WHEEL INC	Alternator	11/17/2023	-\$65.00
STONE WHEEL INC	Wiper Blade	11/17/2023	\$136.18
USA BLUEBOOK	Tube	11/17/2023	\$234.21
USA BLUEBOOK	Repair Kit	11/17/2023	\$366.00
AMERICAN WATER	Meter Reads	11/21/2023	\$165.45
ARLINGTON GLASS & MIRROR	Instal Tempered Glass	11/21/2023	\$4,178.98
AT&T	11/7-12/6/23	11/21/2023	\$295.59

Public Works			
Schedule of Claims			
12/5/2023			
Pay Vendor Name	Description	Check Date	Amount
AT&T	11/7-12/6/23	11/21/2023	\$564.72
AT&T	11/4-12/3/23	11/21/2023	\$134.09
AT&T	11/4-12/3/23	11/21/2023	\$54.89
GROOT INC	Waste/Recycling Removal	11/21/2023	\$7,561.22
HILLS CONCRETE CUTTING	Core Drilling	11/21/2023	\$450.00
ILLINOIS EPA	Annual NPDES Fees	11/21/2023	\$473.21
MID AMERICAN WATER INC	Hydrant	11/21/2023	\$1,766.00
NICOR GAS	10/11-11/09/23	11/21/2023	\$64.20
TREE TOWNS IMAGING & COLOR	Maps	11/21/2023	\$267.00
UNITED STATES POSTAL SERVICE	Postage	11/21/2023	\$16.20
UNIVAR USA INC	Sodium Bisulfate	11/21/2023	\$2,121.36
VILLAGE OF DOWNERS GROVE	Meter Reads Nov 2023	11/21/2023	\$53.57
WATER PRODUCTS-AURORA	Valve	11/21/2023	\$7,680.46
AT&T	11/4-12/3/23	11/28/2023	\$60.20
COM ED	8/21-10/11/23	11/28/2023	\$6,853.54
COM ED	9/20-11/9/23	11/28/2023	\$7,086.15
DYNAMIC INDUSTRIAL SERVICES	NRWF Water Tower Rehabilitation	11/28/2023	\$460,635.00
FULLIFE SAFETY CENTER	Safety Vest	11/28/2023	\$408.40
FULLIFE SAFETY CENTER	Safety Jacket	11/28/2023	\$140.00
FULLIFE SAFETY CENTER	Rain Gear	11/28/2023	\$950.00
FULLIFE SAFETY CENTER	Waterproof Gloves	11/28/2023	\$360.00
FULLIFE SAFETY CENTER	Rain Jacket	11/28/2023	\$76.00
GREAT LAKES CONCRETE, LLC	Riser	11/28/2023	\$147.08
HAWK FORD OF ST. CHARLES	Seal	11/28/2023	\$674.39
METRO ENVIRONMENTAL	Install Submersible Pump	11/28/2023	\$17,530.00
NICOR GAS	10/16-11/14/23	11/28/2023	\$211.82
NICOR GAS	10/01-11/01/23	11/28/2023	\$2,577.04
NICOR GAS	10/16-11/14/23	11/28/2023	\$247.32
PACE ANALYTICAL SERVICES INC	Lab Testing	11/28/2023	\$164.50
PACE ANALYTICAL SERVICES INC	Lab Testing	11/28/2023	\$296.80
PACE ANALYTICAL SERVICES INC	Lab Testing	11/28/2023	\$30.60
POLYDYNE INC	Clarifloc	11/28/2023	\$42,449.60
ROCK FUSCO & CONNELLY LLC	Labor Negotiations thru 10/31/23	11/28/2023	\$2,024.00
STREICH, MARK	Reimbursement Employee CSWEA Training	11/28/2023	\$25.00
SUBURBAN LABORATORIES INC	Lab Testing	11/28/2023	\$60.00
SUBURBAN LABORATORIES INC	Lab Testing	11/28/2023	\$60.00
THE HOME DEPOT PRO	Wypall	11/28/2023	\$822.52
THE HOME DEPOT PRO	Detergent	11/28/2023	\$53.11
THE HOME DEPOT PRO	Wypall	11/28/2023	\$246.93
THE HOME DEPOT PRO	Disinfectant	11/28/2023	\$133.20
WINDY CITY TRUCK REPAIR	Repair	11/28/2023	\$2,093.05
	Total		\$726,278.82

Facilities Management Department

Schedule of Purchases Under \$15,000

December 5, 2023

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23313	Fox Valley Fire & Safety (FE)	Repair & Maintenance Other Equipment	1000	1100	53370	\$2,254.97
23658	AHW LLC (Arends Hogan Walker LLC)	Furn/Mach/Equip Small Value and Auto/Mach/Equip Parts	1000	1102	52000 52250	\$909.48
23659	Bornquist, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$834.91
23660	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$495.19
23661	Villa Park Electric	Maintenance Supplies	1000	1100	52270	\$822.60
23662	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$129.11
23663	Midwest Salt	Chemical Supplies	1000	1100	52330	\$614.25
23664	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$70.08
23666	Johnson Controls, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$664.91

Facilities Management Department

Schedule of Other Payments								
December 5, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
5186-0001 SERV	AEP Energy, Inc	Electricity	09/08/23	10/09/23	1000	1100	53210	\$93,967.64
6620-0001 SERV	AHW LLC (Arends Hogan Walker LLC)	Equipment and Machinery	09/19/23	11/30/23	1000	1102	54130	\$23,987.64
5566-0001 SERV	Allied Universal Technology Services	Repair & Maintenance Other Equipment	11/10/21	11/09/23	1000	1100	53370	\$448.00
6561-0001 SERV	Amazon.com LLC	Operating Supplies & Materials, Auto/Mach/Equip Parts, Maintenance Supplies and Cleaning Supplies	08/08/23	11/30/23	1000	1100	52200 52250 52270 52280	\$368.45
6588-0001 SERV	AMS Industries, Inc.	Repair & Maintenance Facilities	08/30/23	11/30/23	1000	1100	53300	\$3,899.00
6533-0001 SERV	Ashland Lock & Security Solutions	Maintenance Supplies	07/19/23	07/18/24	1000	1100	52270	\$1,043.80
6624-0001 SERV	Atlas Bobcat LLC	Equipment and Machinery	09/20/23	11/30/23	1000	1102	54130	\$10,041.80
4943-0001 SERV	Earthwise Environmental, Inc.	Other Professional Services	10/01/23	10/01/23	1000	1100	53090	\$1,980.00
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	10/01/23	12/31/23	1000	1100	53300	\$375.00
6195-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Fuel & Lubricants and Maintenance Supplies	12/14/22	12/31/23	1000	1100	52000 52260 52270	\$1,025.94
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/01/23	01/31/25	1000	1100	52270	\$637.37
5827-0001 SERV	Groot, Inc.	Custodial Services	09/01/23	09/30/23	1000	1100	53810	\$3,737.49
5611-0001 SERV	Knox Swan & Dog LLC	Other Contractual Services	10/01/23	10/31/23	1000	1102	53830	\$600.00
6042-0001 SERV	Lamp Incorporated	Building Improvements	06/01/23	06/30/23	6000	1220	54010	\$11,101.50
5461-0001 SERV	Nicor Gas	Natural Gas	09/13/23	10/12/23	1000	1100	53200	\$192.67
6353-0001 SERV	ODP Business Solutions LLC	Operating Supplies & Materials	04/12/23	11/30/23	1000	1100	52200	\$241.97
5904-0001 SERV	PPG Architectural Finishes, Inc.	Maintenance Supplies	06/29/22	01/15/24	1000	1100	52270	\$53.32
6284-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	02/24/23	02/23/24	1000	1100	52270	\$172.80
5722-0001 SERV	Sheffield Safety & Loss Control, LLC	Other Professional Services	06/01/23	07/31/23	1000	1100	53090	\$562.50
6119-0001 SERV	The Home Depot Pro	Furn/Mach/Equip Small Value and Cleaning Supplies	11/09/22	10/31/25	1000	1100	52000 52280	\$2,218.00
6339-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	09/01/23	11/30/23	1000	1100	53300	\$3,940.00
5442-0001 SERV	Trane U.S. Inc	Repair & Maintenance Facilities	10/01/23	10/31/23	1000	1100	53300	\$10,918.75
6191-0001 SERV	V3 Companies, Ltd.	Building Improvements	08/27/23	09/30/23	6000	1220	54010	\$4,457.76
6125-0001 SERV	Valdes Supply	Cleaning Supplies	10/01/23	10/31/23	1000	1100	52280	\$10,591.35
5972-0001 SERV	Village of Glendale Heights	Rental of Office Space	10/01/23	10/31/23	1000	1100	53400	\$6,087.06
5425-0001 SERV	Village of Winfield	Water & Sewer	09/12/23	10/12/23	1000	1100	53220	\$68.77
5403-0001 SERV	Wheaton Sanitary	Water & Sewer	09/06/23	10/05/23	1000	1100	53220	\$38,629.26



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0001-24

Agenda Date: 12/5/2023

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO TRANE U.S. INC.
TO PROVIDE A COMPREHENSIVE OVERHAUL
OF THE WATER COOLED CENTRIFUGAL DUPLEX
CHILLER AT THE POWER PLANT
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: \$180,827.00)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and OMNIA Partners, the County of DuPage will contract with Trane US Inc.; and

WHEREAS, the Public Works Committee recommends County Board Approval for the issuance of a contract, to provide a comprehensive overhaul of the water cooled centrifugal duplex chiller at the power plant, for the period December 12, 2023, through November 30, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide a comprehensive overhaul of the water cooled centrifugal duplex chiller at the power plant, for the period of December 12, 2023, through November 30, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division, to Trane U.S. Inc., 3600 Pammel Creek Road, La Crosse, WI 54601, for a contract total amount not to exceed \$180,827.00.

Enacted and approved this 12th day of December 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$180,827.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$180,827.00
	CURRENT TERM TOTAL COST: \$180,827.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Trane U.S. Inc.	VENDOR #: 10180	DEPT: Facilities Management	DEPT CONTACT NAME: Gavin Carroll
VENDOR CONTACT: Jason Jellison	VENDOR CONTACT PHONE: 630-734-6150	DEPT CONTACT PHONE #: 630-407-2687	DEPT CONTACT EMAIL: gavin.carroll@dupagecounty.gov
VENDOR CONTACT EMAIL: jason.jellison@trane.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Trane U.S. Inc., to provide a comprehensive overhaul of the water cooled centrifugal duplex chiller at the power plant, for the period December 12, 2023 through November 30, 2024, for a contract total amount not to exceed \$180,827. Contract pursuant to the Intergovernmental Cooperation Act – OMNIA Partners Cooperative Quote R1-192593-23-001 Contract Number: #3341.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished It is recommended that the chiller be inspected and overhauled every eight to ten years to prevent machine leaks and machine failures. Overhauling the chiller will increase the life and reliability of the machine and will help prevent unscheduled downtime.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Trane U.S. Inc. holds Governmental Joint Purchasing contracts for HVAC products, installation, services and related products and services; any work performed will be provided in accordance with the terms, conditions, and criteria established through this contract. Having the option to purchase through an Omnia Partners contract gives the County the flexibility to obtain specific services from previously vetted vendors which reduces lead and down times on critical projects.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Staff recommends securing a contract to purchase items with Trane U.S. Inc. through Omnia Partners contract #3341. Having the option to purchase items through an Omnia Partners contract gives staff the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects. 2. The second option includes sending out to quote or bid, however this is not recommended due to the additional time it will take, and it will not guarantee that a lower price for services will be found.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Trane U.S. Inc.	Vendor#: 10180	Dept: Facilities Management	Division:
Attn:	Email: jason.jellison@trane.com	Attn:	Email: FMAccountsPayable@dupagecount y.gov
Address: 3600 Pammel Creek Rd.	City: La Crosse	Address: 421 N. County Farm Road	City: Wheaton
State: WI	Zip: 54601	State: IL	Zip: 60187
Phone: 630-734-6150	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor:	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address:	City:	Address: 410 N. County Farm Rd.	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2687	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 12, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		#1 Chiller Overhaul	FY24	6000	1220	54010	2303403	180,827.00	180,827.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 180,827.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. #1 Chiller Overhaul at Power Plant
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Katie Boffa and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 12/5/23 CB: 12/12/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: [Redacted]
BY: [Redacted]

BY: [Redacted]
BY: [Redacted]

Trane U.S. Inc
BY: [Redacted]



Trane U.S. Inc.
 7100 S Madison St
 Willowbrook, IL 60527
 Phone: (630) 734-3200

October 23, 2023

Gavin Carrol
 DuPage County Of
 410 North County Farm Rd.
 Wheaton, IL 60187
 U.S.A.

Site Address:
 DuPage County Of
 410 North County Farm Rd.
 Wheaton, IL 60187
 U.S.A.

OMNIA Contract Number: OMNIA Racine #3341
OMNIA Quote Number: R1-192593-23-001

Attention: Chip Kee

Project Name: Trane Water Cooled Centrifugal Duplex Chiller Overhaul 2023

Trane is pleased to present our proposal to perform the following work on the equipment listed below at your facility. The services in this proposal will be performed using Trane's Exclusive Service Procedures to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC equipment manufacturing leader. Our innovative procedures are environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment	Manufacturer	Model Number	Serial Number
Water Cooled Centrifugal Chiller	Trane	CDHF2000KE0DD3103101A1A1C1A 1A1FGG10100000000F00A10	L98M07403

Scope of Service – Trane Water Cooled Centrifugal Duplex Chiller Overhaul

The Trane Company recommends this internal inspection be performed every eight to ten years to prevent machine leaks, machine failures, to increase the life and reliability of the machine and to help prevent unscheduled downtime. The Trane Company will provide a comprehensive overhaul, which includes the following scope of work:

Eddy Current Test Analysis prior to overhaul.

Compressors

- Operate chiller and take log readings if possible.
- Check operation of oil pump, oil pressure regulator, and oil heater.
- Disconnect power. Lockout and tag starter-disconnect panel. Meg CTV and oil pump motors. Confirm status of motor windings
- Recover refrigerant charge per EPA guidelines and store in approved containers.
- Evacuate unit to 2MM and break machine vacuum to 0 psi with dry nitrogen.

- Remove oil charge from oil sump.
- If necessary, drill compressor volute and motor flange 180 apart for roll pins prior to disassembly.
- Begin disassembly of compressor and spray all parts with oil.
- Record suction elbow deflection.
- Remove and inspect 1st stage vane assembly.
- Record clearance of 1st stage impeller nose labyrinth seal.
- Record 1st stage impeller nose run out.
- Check shaft run out 1ST stage area.
- Record clearance of 1st stage impeller to diffuser plate.
- Record clearance of 2nd stage impeller nose labyrinth seal.
- Record clearance of 2nd stage impeller nose run out.
- Check shaft run out 2nd stage area.
- Record clearance of 2nd stage impeller to diffuser plate.
- Record clearance of 2nd stage labyrinth seal to shaft.
- Record clearance of oil seal.
- Inspect 2nd stage vane bellows for wear, dents, or cracking. (If applicable)
- Perform dye penetrate test on impeller bores and keyways.
- Replace compressor discharge volute to condenser flange o-ring.
- Reassemble compressor using new gaskets and o-rings.
- Set seals & record all clearances during the reassembly.
- Rebuild 1st stage vane tang operator.
- Air run compressor and **perform dynamic balance of rotating assembly.**
- Install suction elbow and record deflection.
- Replace relief valve carbon disk and gaskets if applicable.
- Inspect Rupture Guard disk and replace gaskets if applicable.

Motors

- Record drive end bearing radial clearance.
- Disconnect the drive end bearing internal oil supply line.
- Remove drive end bearing retainer ring.
- Remove the drive end bearing.
- Check total clearance of drive end inner bearing cap.
- Remove drive end bearing bracket and inspect.
- Remove drive end bearing cap gasket.
- Drill motor end bell for roll pins opposite drive end.
- Remove oil supply and drain lines.
- Remove bearing cover.
- Remove opposite drive end bearing retainer ring.
- Remove opposite drive end bearing bracket.
- Remove opposite drive end bearing.
- Remove bearing cap gasket.
- Install new drive end bearing cap gasket.
- Install new drive end bearing.
- Check total clearance of opposite drive end inner bearing cap.
- Install opposite drive end bearing cap with new gasket.

- Heat and hydraulically install new duplex ball bearing.
- Record new face T.I.R. with dial indicator.
- Install bearing bracket and cover.
- Disassemble main terminal board.
- Replace terminal stud o-rings and main terminal board gasket.
- Replace RTD terminal board o-ring.
- Run test motor. Perform oil flow test.

Oil Sumps

- Remove oil sump cover and pump assembly.
- Clean oil sump and inspect pump and motor.
- Rebuild or replace oil pressure regulator.
- Install oil pump assembly and cover.
- Change oil filter and add new charge of approved oil.
- Install oil supply and drain lines for motor.
- Run oil pump to confirm proper operation.

Economizer

- Replace all gaskets on economizer liquid line flanges and inspect orifice plates.

Pressure Test, Evacuation and Charging

- Using dry nitrogen and refrigerant 22, pressure test unit. Leak test unit using an electronic leak detector.
- Evacuate unit to 2 mm and perform standing vacuum test for a minimum of 12 hours.
- Charge unit with correct amount of refrigerant by weight.

Starter Panel

- Check starter electrical connections.
- Check calibration of overloads.
- Inspect contactor contacts.
- Check mechanical interlock.

Start Up

Run machine if possible. Check operation, shut down and check refrigerant level. Record level.

Total Price (Excluding Sales Tax): \$180,827.00

Clarifications

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Any extra steps or procedures needed to be performed by Trane technicians as a result of COVID-19 are not included and will be extra.
- The price for this overhaul includes replacement of the parts described on the previous page and in the steps and procedures. Additional repairs will be quoted as necessary upon inspection (such as, but not limited to: impeller, shaft and seal repairs).
- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be quoted in addition to this proposal.
- Existing bolts must turn out manually with a wrench. Any bolts found broken, break during dis-assembly, require heat or other supplemental forms of extraction, break at re-assembly or re-threading are an extra to this proposal.
- Disposal of waste oil shall be handled by Trane in accordance with EPA regulation and Trane oil disposal policy.
- Existing insulation will be reused provided it meets standards. If additional insulation or reinsulating is necessary, this will be quoted in addition to this proposal.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

We are committed to providing you with solutions that make your buildings work better. When you work with Trane you get the full benefit of our global service experience coupled with the distinct technical expertise of a leading HVAC equipment manufacturer.

We thank you for giving us an opportunity to quote on this service and hope we have a chance to work with you and your staff in the future.

Sincerely,

Jason Jellison
Account Manager
Phone: (630) 400-4283
Email: jason.jellison@trane.com
Fax: (608) 838-6015

Customer Acceptance

This proposal is valid 60 days from the proposal date and is subject to Customer's acceptance of the attached Trane Terms and Conditions.

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Terms and Conditions

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this

Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Nov 1, 2023

Bid/Contract/PO #: _____

Company Name: <u>Trane U.S. Inc</u>	Company Contact: <u>Josh Griesemer</u>
Contact Phone: <u>630-222-0608</u>	Contact Email: <u>joshua.griesemer@tranetechnologies.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signatur Signature on file
 Printed Name Josh Griesemer
 Title Service Sales Leader
 Date Nov 1, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0002-24

Agenda Date: 12/5/2023

Agenda #: 8.B.

AWARDING RESOLUTION
ISSUED TO W.W. GRAINGER, INC.
TO FURNISH AND DELIVER MISCELLANEOUS MAINTENANCE,
REPAIR, AND OPERATION PARTS AND SUPPLIES
AS NEEDED FOR COUNTY FACILITIES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: \$82,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and OMNIA Partners, the County of DuPage will contract with W.W. Grainger, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to W.W. Grainger, Inc., to furnish and deliver miscellaneous maintenance, repair, and operation parts and supplies, as needed for County facilities, for the period January 1, 2024, through December 31, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver miscellaneous maintenance, repair and operation parts and supplies, as needed for County facilities, for the period January 1, 2024 through December 31, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, W.W. Grainger, Inc., 100 Grainger Parkway, Lake Forest, IL 60045-5201, for a total contract amount not to exceed \$82,000.00.

Enacted and approved this 12th day of December 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3351	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$82,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$82,000.00
	CURRENT TERM TOTAL COST: \$82,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: W.W. Grainger, Inc.	VENDOR #: 10157	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Andrew Peterson	VENDOR CONTACT PHONE: 224-354-8244	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: Andrew.Peterson@grainger.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract purchase order to W.W. Grainger, Inc., to furnish and deliver miscellaneous maintenance, repair, and operation parts and supplies, as needed for County facilities, for the period January 1, 2024 through December 31, 2024, for Facilities Management, for a total contract amount not to exceed \$82,000.00. Contract let pursuant to the Intergovernmental Cooperation Act OMNIA Partners #192163.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Miscellaneous maintenance, repair and operations parts and supplies are necessary for the performance of routine and as-needed maintenance work throughout the County facilities.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. W.W. Grainger, Inc. holds Omnia Partners Contract #192163 which allows the County to purchase miscellaneous maintenance, repair, and operations parts and supplies at significantly discounted prices. W.W. Grainger, Inc. offers no-minimum order requirements, free same day shipping, with access to more than one million items and 4,000 suppliers.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Staff recommends securing a contract to purchase items with W.W. Grainger, Inc. through Omnia Partners contract. Having the option to purchase items through a cooperative purchasing agreement gives staff the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects. 2. The second option includes sending items out to quote or bid, however this is not recommended do to the quantity of small value items that would need to be quote or bid.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: W.W. Grainger, Inc.	Vendor#: 10157	Dept: Facilities Management	Division:
Attn: Andrew Peterson	Email: Andrew.Peterson@grainger.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 100 Grainger Parkway	City: Lake Forest	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60045-5201	State: IL	Zip: 60187
Phone: 224-354-8244	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: W.W. Grainger, Inc.	Vendor#: 10157	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email: mary.ventrella@dupageco.org
Address: DEPT. 817928567	City: Palatine	Address: various locations	City: Wheaton
State: IL	Zip: 60038-0001	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Funr/Mach/Equip Small Value	FY24	1000	1100	52000		24,500.00	24,500.00
2	1	LO		Operating Supplies	FY24	1000	1100	52200		9,500.00	9,500.00
3	1	LO		Auto/Mach/Equip Parts	FY24	1000	1100	52250		4,500.00	4,500.00
4	1	LO		Fuel/Lubricants	FY24	1000	1100	52260		700.00	700.00
5	1	LO		Maintenance Supplies	FY24	1000	1100	52270		39,500.00	39,500.00
6	1	LO		Cleaning Supplies	FY24	1000	1100	52280		600.00	600.00
7	1	LO		Operating Supplies	FY24	1000	1102	52200		500.00	500.00
8	1	LO		Funr/Mach/Equip Small Value	FY25	1000	1100	52000		500.00	500.00
9	1	LO		Operating Supplies	FY25	1000	1100	52200		500.00	500.00
10	1	LO		Auto/Mach/Equip Parts	FY25	1000	1100	52250		500.00	500.00
11	1	LO		Fuel/Lubricants	FY25	1000	1100	52260		100.00	100.00
12	1	LO		Maintenance Supplies	FY25	1000	1100	52270		500.00	500.00
13	1	LO		Cleaning Supplies	FY25	1000	1100	52280		100.00	100.00

FY is required, assure the correct FY is selected.

Requisition Total \$ 82,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver miscellaneous maintenance, repair, and operation parts and supplies, as needed for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 12/05/23 County Board: 12/12/2023
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement

Grainger

Maintenance, Repair and Operations (MRO) & Industrial Supplies

Grainger is America's #1 source for industrial-grade supplies and safety products. For over 90 years, Grainger has built a tradition of serving businesses, big and small, with effortless ways to get the products and services they need. We do this by providing a huge selection of over 2 million products from 5,000 trusted suppliers. Our world-class supply chain means we can get those products to 97% of the U.S. with next-day delivery. And when you need something the same day, you can stop by one of our 350+ branches nationwide. Grainger backs up this promise to OMNIA Partners members with 24/7 customer service and free technical support from industry experts. And if digital is your thing, Grainger.comSM offers powerful online tools and a mobile app that makes ordering (and controlling what you order) fast, easy and ready to go whenever and wherever you are. For all the things you do to get the job done, Grainger's got your backSM.

Click Your Industry

Public Sector

U.S. Communities, National IPA, and NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services

City of Tucson, AZ
Contract Number: 192163

Grainger Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services

City of Tucson, AZ

Contract Number: 192163

July 1, 2019 through December 31, 2022
Option to renew for two (2) additional one-year periods through December 31, 2024
RENEWED THROUGH December 31, 2024

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

Maintenance, Repair, Operations (MRO) Supplies and Related Services

University of California, CA

Contract Number: 2018.000207

July 1, 2018 through June 30, 2023
Option to renew for two (2) additional one-year periods through June 30, 2025
RENEWED THROUGH June 30, 2024

Executive Summary

- Executive Summary
- Category Discount Pricing
- Due Diligence

Master Agreement Documents

- Official Master Agreement
- Multi-Award Justification
- Contract Award Letter
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4

Response Evaluation

- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication
- RFP Opening Documents

Maintenance, Repair and Operations (MRO) Supplies & Equipment

Region 4 ESC - TX

Contract Number: R192002

April 1, 2020 through March 31, 2023
Option to renew for two (2) additional one-year periods through March 31, 2025
RENEWED THROUGH March 31, 2024 (with 1 renewal option still available)

Executive Summary

- Executive Summary
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Award Letter

- Contract Renewal 1
- Contract Update 1
- Contract Update 2
- Contract Update 3
- Contract Update 4
- Contract Update 5
- Contract Update 6
- Contract Update 7
- Contract Update 8

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Addendum #1
- Addendum #2
- Addendum #3
- RFP Questions & Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Online Marketplace

State of Utah

Contract Number: MA3461

Initial five-year agreement from May 6, 2020 through May 05, 2025 with no renewal options.

The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Although the scope reflects the needs and requirements of the State of Utah, OMNIA Partners Participating Public Agencies may have different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Executive Summary

- Executive Summary
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List



INDUSTRIES

SOLUTIONS

ABOUT US
RESOURCES
CAREERS



CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: March 6, 2023

CONTRACT # 192163
CONTRACT ADDENDUM NUMBER: THIRTEEN (13)
PAGE 1 of 1
JM
PROCUREMENT MANAGER: JENN MYERS

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): TERM AND RENEWAL: In accordance with the Special Terms and Conditions, Paragraph 7, "Term and Renewal", the City hereby exercises its option to renew the contract for the period of January 1, 2024 through December 31, 2024.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: W.W. Grainger, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Signature on File 3/7/2023
Signature of person authorized to sign Date

Ken White National Government Sales Manager
Name and Title (typed or printed legibly)

Grainger
Company Name

100 Grainger Parkway
Address

ken.white@grainger.com
Email Address

Lake Forest, IL 60045
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Angela Hoefer Account Manager
Name and Title (typed or printed legibly)

480-309-2024
Phone Number

angela.hoefer@grainger.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM

IS HEREBY EXECUTED THIS 7th DAY
OF March 2023, AT TUCSON, ARIZONA.

Signature on File

for Director of Business Services and not personally



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

Company Name: W.W. Grainger, Inc.	Company Contact: Andrew Peterson
Contact Phone: 224-354-8244	Contact Email: Andrew.Peterson@grainger.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature *Signature on File*

Printed Name Andrew Peterson

Title Account Manager, Government

Date Oct 22, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0003-24

Agenda Date: 12/5/2023

Agenda #: 9.A.

AWARDING RESOLUTION
ISSUED TO AMBER MECHANICAL CONTRACTORS, INC.,
FOR THE HVAC REPLACEMENT PROJECT
AT THE JTK ADMINISTRATION BUILDING
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$5,314,150)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Amber Mechanical Contractors, Inc., for the HVAC replacement project at the JTK Administration Building, for the period December 12, 2023, through November 30, 2025, for Facilities Management; and

WHEREAS, the air handler units are original to the building (over 50 years old). These aged units are critical pieces of the HVAC system; and

WHEREAS, the County Board has determined that this HVAC replacement project is consistent with the specifications and guidance offered for which American Rescue Plan Act (ARPA) funds can be expended, using ARPA dollars and County Infrastructure dollars to fund the project. Funds have been allocated in the FY 24 budget to complete this work. A Construction Manager as Advisor (CM) will be solicited and selected in the first quarter of FY 24, Facilities Management has adequate ARPA allocated dollars to complete this CM work; and

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the HVAC replacement project at the JTK Administration Building, for the period December 12, 2023 through November 30, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Amber Mechanical Contractors, Inc., 11950 S Central Avenue, Alsip, IL 60803, for a contract total amount not to exceed \$5,314,150, per lowest responsible bid #23-125-FM.

Enacted and approved this 12th day of December 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 23-125-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$5,314,150.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,314,150.00
	CURRENT TERM TOTAL COST: \$5,314,150.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Amber Mechanical Contractors, Inc.	VENDOR #: 12405	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: William Beukema Jr.	VENDOR CONTACT PHONE: 708-597-9700	DEPT CONTACT PHONE #: 630-407-5670	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.gov
VENDOR CONTACT EMAIL: wbeukemajr@ambermech.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Amber Mechanical Contractors, Inc., for the JTK HVAC Replacement Project, for Facilities Management, for the period December 12, 2023 through November 30, 2025, for a total contract amount not to exceed \$5,314,150, per lowest responsible bid 23-125-FM. PARTIAL ARPA ITEM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The air handler units are original to the building (over 50 years). These aged units are critical pieces of the HVAC system in the JTK Administration building.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Amber Mechanical Contractors, Inc.	Vendor#: 12405	Dept: Facilities Management	Division:
Attn: William Beukema Jr.	Email: wbeukemajr@ambermech.com	Attn:	Email: FMAccountsPayable@dupagecount y.gov
Address: 11950 S. Central Ave.	City: Alsip	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60803	State: IL	Zip: 60187
Phone: 708-597-9700	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Amber Mechanical Contractors, Inc.	Vendor#: 12405	Dept: Facilities Management	Division:
Attn: William Beukema Jr.	Email: wbeukemajr@ambermech.com	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address: 11950 S. Central Ave.	City: Alsip	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60803	State: IL	Zip: 60187
Phone: 708-597-9700	Fax: 708-597-5875	Phone: 630-407-2687	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 12, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Building Improvements	FY24	1100	1215	54010	2200801	4,000,000.00	4,000,000.00
2	1	LO		Building Improvements	FY25	6000	1220	54010	2200801	1,314,150.00	1,314,150.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 5,314,150.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. JTK HVAC Replacement - ARPA
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Katie Boffa & Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 12/5/23 CB: 12/12/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 421 JTK HVAC IMPROVEMENTS 23-125-FM
 BID TABULATION



NO.	ITEM	UOM	QTY	Amber Mechanical	Commercial Mechanical, Inc	Voris Mechanical, Inc
				PRICE	PRICE	PRICE
1	HVAC Improvements	LS	1	\$ 4,042,000.00	\$ 4,515,000.00	\$ 5,259,300.00
2	Allowances (Asbestos Abatement)	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
3	Alternate No. 1	LS	1	\$ 329,000.00	\$ 351,000.00	\$ 266,500.00
GRAND TOTAL				\$ 4,621,000.00	\$ 5,116,000.00	\$ 5,775,800.00

NOTES
 1. Facilities Management has requested a contingency of 15%, \$4,621,000.00 + \$693,150.00 (contingency) = \$5,314,150.00 contract request.

Bid Opening 11/02/2023 @ 2:30 PM	RJ, VC
Invitations Sent	172
Total Vendors Requesting Documents	8
Total Bid Responses	3

BID PRICING

The undersigned hereby proposes to provide all labor, services, and materials necessary for the HVAC improvements for the JTK Administration Building 421 N County Farm Road, Wheaton, IL 60187, according to the Drawings and specifications for a complete working system.

NO	ITEM	UOM	QTY	PRICE
1.	HVAC Improvements	LS	1	\$ 4,042,000
2.	Allowances (Asbestos Abatement)	LS	1	\$ ²⁵⁰ 140,000.00
			1	329,000
3. ALT. 1		LS	1	GRAND TOTAL \$ 4,621,000

GRAND TOTAL
(In words)

FOUR MILLION, SIX HUNDRED AND TWENTY-ONE THOUSAND

SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Signature on file _____ Co-President
(Signature and Title)



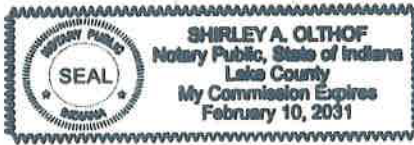
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 2nd day of November AD, 2023

Signature on file _____

(Notary Public)

My Commission Expires: 2/10/31



SEAL

MANDATORY FORM

421 JTK HVAC IMPROVEMENTS 23-125-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Amber Mechanical Contractors, Inc		
Main Business Address	11950 S Central Ave		
City, State, Zip Code	Alsip IL 60803-3402		
Telephone Number	708-597-9700	Email Address	wbeukemajr@ambermech.com
Bid Contact Person	James Major		

The undersigned certifies that he is:

- the Owner/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:

William J Beukema Jr

(President or Partner)

(Vice-President or Partner)

Robert Boer

(Secretary or Partner)

Robert Boer

(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 therein prescribed.

Further, the undersigned certifies and warrants that he is 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 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 he has examined and carefully prepared this bid and has 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 he 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 he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Amber Mechanical Contractors	NAME	Amber Mechanical Contractors, Inc
CONTACT	William J Beukema Jr	CONTACT	William J Beukema Jr
ADDRESS	11950 S Central Ave	ADDRESS	11950 S Central Ave
CITY ST ZIP	Alsip IL 60803-3402	CITY ST ZIP	Alsip IL 60803-3402
TX	708-597-9700	TX	708-597-9700
FX	708-597-5875	FX	708-597-5875
EMAIL	wbeukemajr@ambermech.com	EMAIL	wbeukemajr@ambermech.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL FMAccountsPayable@dupageco.org		DuPage County 421 North County Farm Road Attn: Gavin Carroll Wheaton, IL 60187	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

Date: 11/2/23

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: 421 JTK HVAC

Company Name: Amber Mechanical Contractors, Inc	Company Contact: William J Beukema Jr
Contact Phone: 708-597-9700	Contact Email: wbeukemajr@ambermech.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on file

Printed Name William J Beukema Jr

Title Co-President

Date 11/2/23

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



Facilities Management Requisition Under \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-0032

Agenda Date: 12/5/2023

Agenda #: 9.B.



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3661	RFP, BID, QUOTE OR RENEWAL #: 23-115-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$19,380.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 12/05/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$38,760.00
	CURRENT TERM TOTAL COST: \$19,380.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Best Technology Systems, Inc.	VENDOR #: 11576	DEPT: Facilities Management	DEPT CONTACT NAME: Michael Peters
VENDOR CONTACT: Gary Chinn	VENDOR CONTACT PHONE: 815-254-9554	DEPT CONTACT PHONE #: 630-768-6557	DEPT CONTACT EMAIL: michael.peters@dupagecounty.gov
VENDOR CONTACT EMAIL: mail@btsranges.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Best Technology Systems, Inc., to provide pistol range maintenance services and repairs, as needed, for the Sheriff's Office, for Facilities Management, for the two-year period of December 6, 2023, through December 5, 2025, for a total contract amount not to exceed \$19,380, per lowest responsible bid #23-115-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The pistol range bullet traps require cleaning services due to lead contamination caused by the discharging of firearms. Periodic air filter replacement for air quality control and employee safety is necessary, as well as maintenance and repair services for the range equipment to ensure it is in proper working condition.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Best Technology Systems, Inc.	Vendor#: 11576	Dept: Facilities Management	Division:
Attn: Stephanie Havelka	Email: shavelka@btsranges.com	Attn:	Email: FMAccountsPayable@dupagecount y.gov
Address: 12024 S. Aero Drive	City: Plainfield	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60585	State: IL	Zip: 60187
Phone: 815-254-9554 x28	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Best Technology Systems, Inc.	Vendor#: 11576	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Michael Peters	Email: michael.peters@dupagecounty.gov
Address: 12024 S. Aero Drive	City: Plainfield	Address: 510 N. County Farm Road	City: Wheaton
State: IL	Zip: 60585	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 6, 2023	Contract End Date (PO25): Dec 5, 2025
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Repair & Maintenance Facilities	FY24	1000	1100	53300		9,690.00	9,690.00
2	1	LO		Repair & Maintenance Facilities	FY25	1000	1100	53300		9,690.00	9,690.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 19,380.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide pistol range maintenance services and repairs, as needed, for the Sheriff's Office, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 12/05/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PISTOL RANGE MAINTENANCE SERVICES & REPAIRS 23-115-FM
BID TABULATION**



NO.	ITEM	UOM	QTY	Best Technology Systems		GB Lead Services LLC	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Clean and Lead Removal per Specifications of Item 1 A.	EA	8	\$ 985.00	\$ 7,880.00	\$ 880.00	\$ 7,040.00
2	Clean and Wipe Down Motor Compartment of Supply Air Handler	EA	2	\$ 275.00	\$ 550.00	\$ 400.00	\$ 800.00
3	Vacuum Inside of Return Air Duct from Drop to Filter Rack, Approx. 273 SF.	EA	2	\$ 375.00	\$ 750.00	\$ 2,200.00	\$ 4,400.00
4	When requested to remove Lead from Bullet Tray. Contractor shall refill Bullet Trap in accordance with Manufacturer's specifications and Item 1 A.	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 5,500.00	\$ 11,000.00
5	Change and Dispose of Filters per Specifications of Item 1 D. Note: County shall provide new Filters.	EA	8	\$ 825.00	\$ 6,600.00	\$ 2,512.00	\$ 20,096.00
GRAND TOTAL				\$ 19,380.00			\$ 43,336.00

NOTES

1) Best Technology System provided the Extended Price for Item 1. Procurement verified the pricing and provided the Extended Pricing and Grand Total to reflect Best Technology System Bid submission.

Bid Opening 11/7/2023 @ 2:30 PM	VC, NE
Invitations Sent	15
Total Vendors Requesting Documents	1
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Clean and Lead Removal per Specifications of Item 1 B.	EA	8	\$985.00	\$ 7680
2	Clean and Wipe Down Motor Compartment of Supply Air Handler	EA	2	\$275.00	\$
3	Vacuum Inside of Return Air Duct from Drop to Filter Rack, approx. 273 SF.	EA	2	\$375.00	\$
4	When requested to remove Lead from Bullet Tray, Contractor shall refill Bullet Trap in accordance with Manufacturer's specifications and Item 1 A.	EA	2	\$1,800.00	\$
5	Change and Dispose of Filters per Specifications of Item 1 D. Note: County shall provide new Filters.	EA	8	\$ 825.00	\$
GRAND TOTAL					\$
GRAND TOTAL (In words)					

F.O.B.: All goods shall to be shipped F.O.B. Destination, delivered, and installed.

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X _____ / President
(Signature and Title)

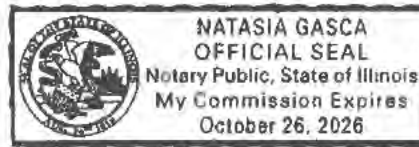
CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 6 day of November AD, 2023

Signature on File

(Notary Public) My Commission Expires: 10/26/2026



SEAL

**SECTION 9 - MANDATORY FORM
PISTOL RANGE MAINTENANCE SERVICES & REPAIRS 23-115-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Best Technology Systems, Inc.		
Main Business Address	12024 S. Aero Dr.		
City, State, Zip Code	Plainfield, IL, 60585		
Telephone Number	815-254-9554	Email Address	mail@btsranges.com
Bid Contact Person	Gary Chinn		

The undersigned certifies that he is:

- the Owner/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:

Signature on File

(President or Partner)

(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. __, ____, ____, 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 therein prescribed.

Further, the undersigned certifies and warrants that he is 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 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 he has examined and carefully prepared this bid and has 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 he 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 he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Best Technology Systems, Inc.	NAME	Best Technology Systems, Inc.
CONTACT	Gary Chinn	CONTACT	Stephanie Havelka
ADDRESS	12024 S. Aero Dr.	ADDRESS	12024 S. Aero Dr.
CITY ST ZIP	Plainfield, IL. 60585	CITY ST ZIP	Plainfield, IL. 60585
TX	815-254-9554	TX	815-254-9554 x 28
FX	815-254-9558	FX	815-254-9558
EMAIL	mail@btsranges.com	EMAIL	shavelka@btsranges.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 2-700 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: FMAccountsPayable@dupageco.org		DuPage County 501 North County Farm Road Wheaton, IL 60187 TX: (630) 407-2424 EMAIL: michael.peters@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 11/06/2023

Bid/Contract/PO #: _____

Company Name: Best Technology Systems, Inc.	Company Contact: Gary Chinn
Contact Phone: 815-254-9554	Contact Email: mail@btsranges.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Gary Chinn

Title

President

Date

11/06/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1** (total number of pages)