

DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Fire	Robert Anthony	312-735-2437	10/16/15	120.1
Contract Liaison	Email Contract Liaison	Telephone		Chief KAnthony
Karen Sanger	karen.sanger@cityofchica go.org	745-3710		

List Name of NCRB Attendees/Department	
Karen Sanger Steve Swanson Robert Anthony	

Request NCRB review be conducted for	the product(s)	and/or service(s) d	escribed herein.
Company: Air One Equipment			
Contact Person:	Phone:	Email	•
Dave Frey	847-289	-9000 d.frye	e@aoe.net
Project Description: PARTS, RELATED A BREATHING AIR STATIONS AND RELAT			REPAIR AND TESTING SERVICES FOR MAKO
This is a request for:			
New Contract		🛛 Amendment / M	Nodification
Contract Type		Type of Modificati	ion
🗍 Blanket Agreement 🛛 Term: (# o	of mo)	Time Extension	n 🛛 🛛 Vendor Limit Increase 🖾 Scope Change
Standard Agreement		Contract Number: 2	<u>19133</u>
		Specification Numb	per: <u>109642</u>
		Modification Number	er:

Bies Dr DEC 2 2 2015
Rich Butter PRINT NAME
Approved Rejected
CHIEF PROCUREMENT OFFICER 12/22/15



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

The Air Fill Station was originally ordered in August of 2012, under contract 26617, with Air One Equipment, Inc. The equipment was installed in September 2012. The contract award covered the new equipment, repair, accessories and supplies. Contract 26617 will expire on February 10, 2016. This Air Fill Station purchased under Contract 26617 is a MAKO Air Fill Station and must be maintained by a certified MAKO technition.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a continuation for this product, under PO 26617, which expires on February 10, 2016, but is a request to add to an existing Non-Competitive Procurement contract (PO 29133) for this manufacturers Air Fill Sation equipment.

A copy of the current contracts approved Non-Competitive Procurement form is attached.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)

The MAKO Air Fill Station purchase was competitively bid and the subsequent contract 26617 was awarded to Air One Equipment for the MAKO Air Fill Station.

Air One Equipment, Inc. is the sole authorized Mako distributor for sales and service in northeast Illinois (Chicago metropolitan area) for the municipal fire and safety markets (manufacturer's letter attached).

4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).

The Equipment Manufacturer (MAKO) was contacted to obtain a list of all manufacturer authorized maintenance and repair companies for this equipment, that are authorized to work in Chicago, Illinois. The manufacturere, MAKO, supplied a letter stating that Air One Equipment is the only company authorized to maintain MAKO equipment in Chicago, Illinois.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

These services for maintenance and repairs will be required as long as the equipment is in service.

6. Explain whether or not future competitive bidding is possible. If not, why not?

If the manufacturer authorizes multiple contractors to perform repair and maintenance on MAKO equipment in Chicago, the requirement will be competitively bid.

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?

The estimated cost for maintenance and repair service, beginning in February of 2016, will be \$4,000 annual, for a requested increase of \$12,000. for the remaining 3 years of PO 29133. Repairs, routine and emergency will be billed per hour. Parts will be discounted at 10% off list price.

The funding source is 0100-0592005-0162-220162

2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?

Estimated Cost per fiscal year



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

2016 \$4,000.

2017 \$4,000.

2018 \$4,000,

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

Currently under PO 26617, which expires 2/10/16, approximately \$7,000. has been expended in 3 years on maintenance and repairs. As this equipment ages it is anticipated that the cost to maintain and repair this equipment will increase, due to normal wear and tear on the compressor. for this reason we are anticipating annual maintenance and repair expenses to be approximately \$12,000 over the next 3 years.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

This is a request to include maintenance and repair of a MAKO Air Compressor to an existing Non-Competitively Procured Contract (PO 29133), for equpment that was purchased under Puchase Order 26617 for \$49,5000. in 2012. Air One is the only certified dealer/distributor/maintenance/repair vendor for the City of Chicago (per attached manufacturers letter).

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

The pricing for the maintenance and repair of this equipment will remain the same as the cost in the original contract (PO 26617).

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The proposed pricing in the proposed contract (29133) is the same as the cost in the current contract, for these service (PO 26617), which is expiring on February 10, 2016.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

No

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

This is an on going repair and maintenance of equipment currently in use.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

As Air One Equipment is the sole authorized dealer/distributor/repair company, this does not apply.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.

This is not a Professional Service

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

Air One Equipment, Inc. has personnel that are the only manufacturer authorized professionals trained to work on the equipment for the Chicago area.

3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

Air One Equipment, Inc. has personnel that have are authorized by the manufacturer to work on MAKO equipment.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Air One Equipment, Inc. has personnel that have specialized test equipment required by the manufacturer to work on fire department equipment.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

As stated above, Air One Equipment is the sole authorized dealer/distributor/repare company for MAKO equipment, per the attached letter.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?

This is for the maintenance of existing equipment.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Competition is precluded due to the fact that the manufacturer will not stand behind any equipment not maintained by authorized repair facilities and technitions. This will leave the City open to a veriety of legal actions. The systems being maintained compress air and fills breathing air cylinders used by members of the Chicago Fire Department.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

There is no other source authorized to work on the MAKO equipment, in the City of Chicago.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB form" or "Request for Individual Hire Form".

Attached is a copy of the current contract with Air One Equipment (PO 29133), which we are requesting to modify to include similar MAKO Breating Air Station equipment. This is a Non-Competitive Procurment contract for the Maintenance and Repair of MAKO Breathing Air Stations.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

- 1. Describe the requirement and how it evolved from initial planning to its present status.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
- 3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
- 4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
- 6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

- 1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
- 2. What is the estimated cost by fiscal year?
- 3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
- 4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
- 5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

- 1. Explain how the schedule was developed and at what point the specific dates were known.
- 2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
- 3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
- 4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

- 1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and <u>Temporary Consulting Services Form</u>.
- 2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
- 3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
- 4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
- 5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
- 6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
- 7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
- 8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an <u>approved "ITGB Form</u>" or "Request For <u>Individual Hire Form</u>".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 8/17/2015	participate	on the bla	inket agreem	ent. If gran	nt funded, a	ttach copy o	of the ap	proved grant a	applica	ation and of	may want to ther terms and idual Contract	
Department Name: Fire	conditions of the funding source. Note: 1) <u>Funding</u> : Attach information if multiple funding lines; 2) <u>Individual Contract</u> <u>Services</u> : Include approval form signed by Department Head and OBM; 3) <u>ITGB</u> : IT preject valued at \$100,000.00 or more, attach approval transmittal sheet. *Contract Malson Signature											
Requisition No: 101933	Specification No: 109642			form, 1 a d is true and		1 211	ares	R	Sh			
PO No: 29133	Modification No:	Project Title:					t	-				
^{Contract Liaison:} Karen Sanger		Mainte	nance	and Re	epair o	f MAK	O Air S	Statio	on			
Telephone: 312-745-3710		Project Descript	on:									
Email: karen.sanger@c	ityofchicago.org	Mainte	nance	and Re	epair o	f MAK	O Air S	Statio	on			
Project / Program Manager: Karen Sanger												
Telephone:		Funding								1.00	Sta	ate Fire Marsh
312-745-3710 Email:		1		Bond		LIEnte	erprise	G		X	Other:	nbursement fu
karen.sanger@c	cityofchicago.org		ransit		Highway	FHV	NA	□ F1	ΓA		FAA	
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contract are true and accura	10											
Purchase Order Information: Contract Term (No. of Months) Extension Options (Rate of Recurrence): -0-				Purchase Order Type: Special Approvals Required: Blanket/Purchase Order (DUR) Master Consultant Agreement (Task Order) Standard/One-Time Purchase Mon-Competitive Review Board (NCRB) Request for Individual Contract Services Information Technology Governance Board (ITGB) Small Order Small Order Standard Procurement Method: Small Order Small Order Small Order Standard Procurement Method: Small Order Small Order Small Order Standard Procurement Method: Small Order Small Order Small Order Standard Procurement Purchase Small Order Standard Procurement Purchase Stan								
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Modification	or Amendment		Mod	ification/	Amend	ment Ty	pe:					
Modification Information: PO Start Date: 12/12/2013 PO End Date: 12/11/2018 Amount (Increase/Reduction): Increase \$12,000.				 ☐ Time Extension ⊠ Vendor Limit Increase ☐ Other (specify): ○ Other (specify): 								
	ysis: (Attach MBE/WBE/D											
Full Compliance Image: Contract Specific Goals No Stated Goals Image: Waiver Request				Vendor Info: Name: Air One Equipment, Inc								
	Waiver Request	Risk Management / EDS			Sandy Eroy							
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	nt / EDS	s 🔲 No					South Ela	in II 6	1177-2637			
Risk Managemen	nt / EDS nts (included)	_	Ad	dress: 3		tion Drive	, South Elg	jin, li 60	0177-2637			



August 18, 2015

There will be no change in cost of repair. The pricing from the current contract PO 26617, which was included in the purchase and initial maintenance contract 26617 (which is expiring in February 2016), is identical to PO 29133.

Qty	29113 Line	Part Number	Description	Unit of Measure	Quote Price	PO 26617 Pricing	PO 29113 Pricing	Difference
1	2	9360817100	REPAIR SERVICE 8am - 4pm NORMAL	Hour	\$100.00	\$100.00	\$100.00	-0-
1	3	9360817110	REPAIR SERVICE 4pm – 8am AND SATURDAY	Hour	\$150.00	\$150.00	\$150.00	-0-
1	4	9360817120	EMERGENCY REPAIR SERVICE 8am – 4pm	Hour	\$100.00	\$100.00	\$100.00	-0-
1	5	9360817130	EMERGENCY REPAIR SERVICE 4pm - 8am AND SATURDAY	HOUR	\$150.00	\$150.00	\$150.00	-0-
1	6	93608	PARTS, 10% DISCOUNT OFF CURRENT MAKO PRICE LIST	DISC. LIST	-10%	-10%	-10%	-0-

1. Any

Sandra M. Frey President



June 17, 2015

Hugo Zapata-Martinez, Senior Procurement Specialist City of Chicago Department of Procurement Services 121 North LaSalle Street, Room 806 Chicago, IL 60602

RE: Contract 29133 MAKO Breathing Air Stations and Related Equipment--Addition of Air Fill Station, Repair, Accessories and Supplies from Contract 26617 expiring February 10, 2016

Dear Hugo,

This is to verify that we agree to the addition of the air fill station, repairs, accessories and supplies currently covered by Contract 26617 to Contract 29133. All terms and conditions from Contract 29133 will apply to the addition of this air fill station (MAKO Four Stage 6000 PSI Water Cooled Breathing Air Compressor, 75 Horse Power Motor and Purification System). The repair labor rates for normal hours and emergency normal hours will remain at \$100.00 per hour and the labor rates for other than normal hours and emergency other than normal hours will remain at \$150.00 per hour. The parts discount from the current MAKO price list will remain at a discount of 10% off of list price.

This will not necessitate any additional lines be added to the contract as Contract 29133, Lines 2, 3, 4, 5 and 6 are the same price and description as Contract 26617, Lines 2, 3, 4, 5 and 6 (the current contract that covers these services, which expires on February 10, 2016).

A contract limit increase of \$12,000.00 will be requested to cover the anticipated services on the equipment being added to Purchase Order 29133.

Air One Equipment, Inc. is the sole authorized distributor for MAKO products for sales and service in Northeast Illinois (Chicago Metropolitan area) per the enclosed reference documents.

Please contact us if you have any questions or need any further information. We will be glad to provide any additional documentation.

Sincerely,

Sandra M. Frey

Reference Documents:

- 1. Letter from Air One Equipment Dated August 18, 2015
- 2. Letter from MAKO Dated August 18, 2015



September 9, 2015

Hugo Zapata-Martinez, Senior Procurement Specialist City of Chicago Department of Procurement Services 121 North LaSalle Street, Room 806 Chicago, IL 60602

RE: Contract 29133 MAKO Breathing Air Stations and Related Equipment--Addition of Air Fill Station, Repair, Accessories and Supplies from Contract 26617 expiring February 10, 2016

Dear Hugo,

As requested, Air One Equipment, Inc. agrees to include the value of \$12000.00 for the addition of the air fill station in its compliance goals for the referenced contract. This will increase the contract limit by \$12000.00 causing an increase in the anticipated compliance amounts as follows:

Contract Limit Increase		\$12000.00
Silk Screen Express The Travel Gallery Meadows Office Supply AlphaGraphics	\$ 110.40 \$ 180.00 \$ 108.00 \$1497.60	0.92% 1.50% 0.90% 12.48%
Estimated Total Compliance Increase	<u>\$1896.00</u>	

Let us know if you have any questions.

Sincerely,

Judia M. Frey Sandra M. Frey



August 18, 2015

 $Q = Q_{0}$

Hugo Zapata-Martinez, Senior Procurement Specialist City of Chicago Department of Procurement Services 121 North LaSalle Street, Room 806 Chicago, IL 60602

RE: Contract 29133 MAKO Breathing Air Stations and Related Equipment--Addition of Air Fill Station, Repair, Accessories and Supplies from Contract 26617 expiring February 10, 2016

Dear Hugo,

As indicated on the letter from MAKO compressors, Air One Equipment, Inc. is the sole authorized distributor for MAKO products for sales and service in Northeast Illinois (Chicago Metropolitan area).

Please contact us if you need any additional information.

Sincerely,

Condra M. Fre

Sandra M. Frey



MAKO Compressors (a division of Gardner Denver Inc.)

1301 North Euclid Ave. Princeton, IL 61356 United States of America

Telephone (217) 222-5400 Facsimile (217) 224-7814

www.makocompressors.com

August 18, 2015

Air One Equipment, Inc. 360 Production Drive South Elgin, IL 60177

Subject: Authorized Distributor Information Request

To Whom It May Concern:

This letter is to officially confirm Air One Equipment, Inc. as our sole authorized distributor for MAKO products for sales and service in Northeast Illinois (Chicago Metropolitan area).

Sincerely,

Tym d. Mahang

Tyson L. Mulvaney Product Manager – MAKO Compressors



CHICAGO FIRE DEPARTMENT

CITY OF CHICAGO

To: Jamie Rhee Chief Procurement Officer Department of Procurement Services City Hall Room 806

From: and José A Santiago Vire Commissioner Chicago Fire Department

Re: Contract: 29133 Specification: 109642 Requisition: 101268 Vendor: Air One Equipment (Work Services) PARTS, RELATED ACCESSORIES, MAINTENANCE, REPAIR AND TESTING SERVICES FOR MAKO BREATHING AIR STATIONS AND RELATED EQUIPMENT – Work Services Non-Competitive Procurement Request Scope Change and VLI request Compliance Goals Request recommendation

DATE: September 9, 2015

The Fire Department has reviewed and would like to recommend the acceptance of the request from Air One Equipment, Inc. requesting no change in the original compliance goals, from the original goals agreed upon at the award of PO 29133. These goals will also cover the requested \$12,000 limit increase for this contract, which will cover the addition of maintenance and repair for a third MAKO Air Station.

If you have any questions or require any further information please contact Karen Sanger on 745-3710.

ss/ks



CHICAGO FIRE DEPARTMENT

CITY OF CHICAGO

To: Jamie L Rhee Chief Procurement Officer Department of Procurement Services City Hall Room 806

From: antiago Fire Commissioner

SEP 1 8 2015



Contract: 29133 Specification: 109642 Requisition: 101933 Vendor: Air One Equipment (Work Services) PARTS, RELATED ACCESSORIES, MAINTENANCE, REPAIR AND TESTING SERVICES FOR MAKO BREATHING AIR STATIONS AND RELATED EQUIPMENT – Work Services Non-Competitive Procurement Request Contract Scope Change and Vendor Limit Increase request

DATE: September 9, 2015

Re:

The Fire Department is requesting a Scope Change and Vendor Limit Increase to Purchase Order 29133, which is a Non-Competitive Procurement contract that was originally awarded in December of 2013.

The Scope Change, which is covered in the first page of Exhibit 1 under the Equipment section, will include maintenance and repair of similar MAKO Air Station equipment that was purchased and maintained under a competitively bid contract (Purchase Order 26617), which expires February of 2016.

The Vendor Limit increase of \$12,000 will allow for any required maintenance and/or repair of the Air Station during the remainder of the contract (December 2018). The original/current contract limit is \$450,000, with this increase the contract limit will increase to \$462,000.

As the original purchase, maintenance and repair request (Specification 101219) was competitively bid, the future maintenance can only be performed by the manufacturer's authorized company. The attached documentation will demonstrate that Air One Equipment is the only manufacturer's authorized company for this requirement. These services are required to maintain the air compressor system that is installed in our Training facility located at 558 W DeKoven St. This system refills various air cylinders used by our members when responding to various emergency response incidents.

Attached please find:

x 30 - 36 - 36

- 1) One DPS Checklist.
- 2) Justification for Non-Competitive Procurement.
- 3) A quote from Air One indicating they will perform the required service at the same pricing proved in the current contract (26617) and the contract we are requesting the services be added to (29133), which will be covered by lines 2 through 6 of Purchase Order 29133.
- 4) A letter from MAKO indicating that Air One Equipment is the sole authorized dealer / repair company.
- 5) A letter from Air One Equipment indicating that they are the sole authorized dealer / repair company for the required service.
- 6) A letter from Air One Equipment indicating they will maintain the same compliance goals (12.48% MBE and 3.32% WBE) as agreed upon in the award of Purchase Order 29133.
- 7) A letter from the Fire Department recommending the request from Air One Equipment, which is requesting to maintain the 12.48% MBE and 3.32% WBE compliance goals, agreed to at the award of Purchase Order 29133, for the \$12,000 increase request.
- 8) Requisition 101933 FMPS screen print
- 9) Back-up documents

Your assistance in this matter is appreciated. If you have any questions or require any further information please contact Karen Sanger on 745-3710.

Contract: 29133 Specification: 109642 Requisition: 101268 Vendor: Air One Equipment (Work Services) PARTS, RELATED ACCESSORIES, MAINTENANCE, REPAIR AND TESTING SERVICES FOR MAKO BREATHING AIR STATIONS AND RELATED EQUIPMENT – Work Services Non-Competitive Procurement Request Scope Change and VLI Contract request

Non-Competitive Review Board Attendees

Karen Sanger – CFD Contracts Steve Swanson – CFD Finance Robert Anthony – CFD Air Mask

x 3 - x 3

Oper	ating Unit	CITY	OF CI	HICAGO - G							
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Requester SANGER, KAREN L					Su	pplier	[
Organization CITY OF CHICAGO-II		NVENTO	ENTOR		Site	-					
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ACORD [®] CERTIFICATE OF LIA	BILITY INSURANCE 6/3/2015								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
	policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to ndorsement. A statement on this certificate does not confer rights to the								
PRODUCER	CONTACT NAME:								
Commercial Lines Wells Fargo Insurance Services USA, Inc.	PHONE (AIC, No, Ext); B88-572-2412 FAX (A/C, No); E-MAIL E-MAIL E-MAIL Certs@tripet.com Certs@tripet.com								
6100 Fairview Road	ADDRESS: CONSERVICTION								
Charlotte, NC 28210	INSURER(S) AFFORDING COVERAGE NAIC #								
INSURED									
Strategic Outsourcing Inc.	INSURER B :								
PO Box 241148	INSURER D :								
	INSURER E :								
Charlotte, NC 28224	INSURER F :								
COVERAGES CERTIFICATE NUMBER: 9195910	REVISION NUMBER: See below								
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, BEEN REDUCED BY PAID CLAIMS.								
INSR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS								
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$								
	MED EXP (Any one person) \$								
	PERSONAL & ADV INJURY \$								
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$								
POLICY PRO- JECT LOC	PRODUCTS - COMP/OP AGG \$								
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT S								
	Ea accident) S BODILY INJURY (Per person) S								
ALL OWNED SCHEDULED	BODILY INJURY (Per accident) \$								
AUTOS AUTOS NON-OWNED HIRED AUTOS AUTOS	PROPERTY DAMAGE \$								
	3 S								
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EXCESS LIAB CLAIMS-MADE	AGGREGATE \$								
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A AND EMPLOYERS' LIABILITY VIN WLRC48560544	05/24/2015 03/01/2016 × PER OTH- ER 03/01/2016 × OTH-								
ANY PROPRIETOR/PARTNER/EXECUTIVE	E.L. EACH ACCIDENT \$ 1,000,000								
If yes, describe under DESCRIPTION OF OPERATIONS below									
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedul Workers' Compensation coverage is limited to employees leased to Air One Equ									
	ipment inc. by Strategic Outsourcing, inc.								
CERTIFICATE HOLDER	CANCELLATION								
Air One Equipment	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								
360 Production Dr. South Elgin, IL 60177	ACCORDANCE WITH THE POLICY PROVISIONS.								
	AUTHORIZED REPRESENTATIVE								
	grand Simon								
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Charl	es L. Crane Agency Co.				CONTACT NAME:						
100 N	Broadway, Ste 900 Louis, MO 63102				PHONE (A/C, No, Ext): (314) E-MAIL	241-8700	FAX (A/C, No): (314) 444-4970		
Cante					ADDRESS:						
						SURER(S) AFF	ORDING COVERAGE		NAIC #		
INSURE		-			INSURER A : Charte				25615		
	Air One Equipment, Inc. Pe Partners, LLC	olice	One E	Equipment, Inc. BMK	INSURER B : Travel	ers Indemr	nity of America		25666		
	Ms. Sandy Frey				INSURER D :	ers Prop C	as Co of Amer		25674		
	360 Production Drive South Elgin, IL 60177-2637				INSURER E :						
		_			INSURER F :			_			
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							MED EXP (Any one person)	\$	10,00		
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	OTHER:	-					TROODERS - COMPIOP AGG	\$	2,000,000		
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Chicaç	ification #109642-Parts, Related Ac o is added as an additional insured	l as re	espec	Maintenance, Repair an Tes ts General & Auto Liability	sting Services for N	AKO Breath	ing Air Stations and Rela	ted Equ	ipment. City		
					on a primary and n	on-contribut	ory basis.				
									1		
RTIFI	CATE HOLDER			C/	ANCELLATION						
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	City of Chicago Dept of Procu 121 North LaSalle Street	reme	ent Se	nuicae	THE EXPIRATION	DATE THE	REOF. NOTICE WILL B	E DELI	VERED IN		
	City of Chicago Dept of Proc∟ 121 North LaSalle Street Chicago, IL 60602	reme	ent Se	rvices	ACCORDANCE WITH	THE POLICY	REOF. NOTICE WILL B	E DELI	VERED IN		
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CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 74368 Certificate Printed on: 09/17/2015 Date of This Filing:09/17/2015 10:55 AM Original Filing Date:09/17/2015 10:55 AM

Disclosing Party: Air One Equipment, Inc. Filed by: Sandra Frey

Title:Owner

Matter: PARTS, RELATED ACCESSORIES, MAINTENANCE, REPAIR AND TESTING SERVICES FOR MAKO BREATHING AIR STATIONS AND RELATED EQUIPMENT Applicant: Air One Equipment, Inc. Specification #: 109642 Contract #: 29133

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting

https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 1: DETAILED SPECIFICATION – Amendment

SCOPE

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The Contractor shall provide Parts, Related Accessories, Maintenance, Repair Service and Testing for MAKO Breathing Air Stations and Related Equipment, to City of Chicago, Fire Department. In addition, the Contractor shall furnish and deliver, to the City of Chicago, *Parts* and/or Related Accessories whether separately *or* in conjunction with Maintenance and/or Repair Service, all in accordance with the terms and conditions of this Specification and the Contractor Proposal (EXHIBIT 2).

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EQUIPMENT

The Contractor shall provide Parts, Related Accessories, Maintenance, Repair Service and Testing for equipment located the Breathing Apparatus Service, 1044 North Orleans Street, Chicago, II 60610 (insert) "and 558 W. De Koven Street, Chicago, II 60607". The equipment list is as follows:

QuantityDescription	Model No.
Two (2) MAKO 50 HP High Pressure, Water	543 HBA50E3
Cooled, Electrically Powered Breathing Air	
Compressor	MK420 C
Two (2) MAKO Purification System	
Insert:	
"One (1) MAKO 3 Position Containment Fill	
Station	SSCFS3-4HP
One (1) Breathing Air Module Air Compressor	BAM07H″
one (i) breating An meduic An oompressor	0/11/0/11

The City reserves the right to add new locations and/or equipment or delete previous listed locations and/or equipment as required during the contract period.

SERVICE HOURS

All work performed under this Contract shall be performed during the following hours:

Regular Service Hours	8:00am to 4:00pm, Monday through Friday, excluding Saturday, Sunday and any legal holidays.
Overtime Service Hours	4:00pm. to 8:00am, Monday through Friday, including Saturday, Sunday and any legal holidays.

However, the Contractor shall be available seven (7) days a week, twenty-four (24) hours per day and shall be prepared to respond to Emergency Repair Service calls in the event an breathing air station is damaged, malfunctions and/or becomes inoperable.

SERVICE REQUIREMENTS

Exhibits

Notification

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The Department will contact the Contractor by phone or by release, for any parts, related accessories, maintenance, repair service and/or testing required. The Department will furnish the Contractor with the location and description of the type of parts, related accessories, maintenance, repair service and/or testing required. The name and phone number of a contact person will be provided at the time of notification.

Maintenance Service

The Contractor shall provide maintenance service to cover the equipment currently in use. The maintenance service shall include the following:

- perform weekly inspections of the equipment, minimum of fifty-two (52) per year
- perform monthly maintenance of the equipment, minimum of twelve (12) per year
- perform bi-annual maintenance of equipment, minimum of two (2) per year
- perform annual maintenance of equipment, minimum of one (1) per year

1. Weekly Inspections

The Weekly Inspections shall be comprised of verifying the proper operation of:

- two (2) MAKO model 5436HBASOE3 breathing air compressors
- two (2) model MK420C purification systems
- one (1) Air One 24HPC cylinder enclosed fill station
- thirty (30) DOT breathing air storage cylinders
- Air One high pressure wall mounted truck fill panel
- SCUBA fill regulator
- two (2) Air One high pressure air panels
- one (1) low pressure wall mounted air panel
- submit a repair proposal for any repairs to the equipment which should be considered due to age and/or usage of the equipment in order to maintain and/or improve equipment's performance
- 2. Monthly Maintenance

Monthly Maintenance shall be comprised of the following:

- replace twenty (20) air filters on the purification systems
- perform two (2) air quality tests (certificates sent to CFD)

3. Bi-Annual Maintenance

Bi-Annual Maintenance shall be comprised of the following:

• replacement of oil and water filters on the MAKO breathing air compressors

4. Annual Maintenance

Annual Maintenance shall be comprised of the following:

 change of compressor oil at the earlier of 1000 machine hours or once a year on the MAKO breathing air compressors The cost of Maintenance Service is to include weekly, monthly, bi-annual and annual maintenance, inspections, labor, materials and testing, as specified herein and as quoted in the Contractor's Proposal. The Contractor shall bill Maintenance Service monthly, for work completed the prior month, during the term of the contract (See Section on Price Breakdowns).

Repair Service

The Contractor shall provide repair service to cover the equipment currently in use. The Contractor shall submit a repair proposal for any repairs required for the equipment. The Contractor, upon receipt of approval, in the form of a suborder, from an authorized representative of the Using Department, can proceed with repairs (See Section on Repair Proposals).

Repair Service will be billed as follows:

- hours of labor to repair the equipment
- cost of parts to repair the equipment

The cost of Repair Service is to be billed at the Repair Service Labor rate as quoted in the Contractor's Proposal (See Section on Proposal Page Pricing).

Emergency Repair Service

The Contractor shall respond to an Emergency Repair Service call within twenty-four (24) hours of receipt of call, unless otherwise directed by the Commissioner.

The cost of Emergency Repair Service will be billed as follows:

- hours of labor to repair the equipment
- cost of parts to repair the equipment

The cost of Emergency Repair Service is to be billed at the Repair Service Labor rate as quoted on the Contractor's Proposal **(See Section on Price Breakdowns).**

Irreparable Equipment

In the event the equipment is irreparable, the Contractor shall provide a written explanation of the problems to the Department and the Department will take necessary action with regard to the disposition of the equipment.

REPAIR PROPOSALS

The Contractor shall inspect the equipment .

The Contractor, upon receipt of approval from an authorized representative of the Using Department, can proceed with repairs. Using Division shall sign upon completion of service.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor shall prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

The City reserves the right to add and/or delete equipment as required during the Contract period.

PRICE BREAKDOWNS

Maintenance Service

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All maintenance service will be billed in monthly increments for all equipment listed herein, as quoted on the Contractor's Proposal. Maintenance Service shall include all work and materials delineated in the Service Requirements section of the specification and any and all peripheral costs.

Unit pricing for monthly maintenance is as follows:cost per month......\$5,125.

Labor Repair Service

Alt labor performed during normal working hours will be billed at a straight time, hourly rate, Monday through Friday 8:00 am to 4:00 pm, as quoted on the Proposal Page(s).

Unit pricing for labor during normal working hours is as follows:

cost per man hour.....\$ 100.

All labor performed on other than normal working hours will be billed at an overtime, hourly rate, Monday through Friday 4:00 pm - to 8:00 am and all day Saturday, as quoted in the Contractor's Proposal.

Unit pricing for labor on other than normal working hours is as follows:

• cost per man hour...... \$ 150.

All costs associated with labor for Repair Service are to be included in the hourly rate as quoted in the Contractor's Proposal. The labor rate shall include any and all peripheral costs.

Labor - Emergency Repair Service

All labor performed during normal working hours will be billed at a straight time, hourly rate, Monday through Friday 8:00am. to 4:00p.m., as quoted on the Contractor's Proposal.

Unit pricing for emergency Repair Service for labor during normal working hours is as follows:
cost per man hour.....\$ 100.

All labor performed on other than normal working hours will be billed at an overtime, hourly

rate, Monday through Friday 4:00 pm - to 8:00 am and all day Saturday, as quoted on the Contractor's Proposal.

Unit pricing for emergency Repair Service for labor on other than normal working hours is as follows:

cost per man hour.....\$ 150.

• All costs associated with labor for Emergency Repair Service are to be included in the hourly rate as quoted on the Contractor's Proposal. The labor rate shall include any and all peripheral costs.

Parts

• Pricing for any parts purchased separately or in conjunction with repair service will be based on discount off the Manufacturer's Retail Price list, as quoted on the Contractor's Proposal. The Contractor must furnish the manufacturer's retail price list, the manufacturer's invoice or print of manufacturer's list price from the manufacturer's Internet Website for any parts used. The manufacturers listed herein are not all inclusive and the City reserves the right to add and/or delete manufacturers and/or equipment at any time.

Unit pricing for any parts are as follows:

Current list price less percentage of......10%

• GUARANTEE

• The Contractor shall furnish a guarantee for the items and service provided under this Contract in accordance with the standard guarantee regularly supplied. Exceptions to this guarantee shall be damage or loss due to theft, vandalism, accidental occurrences outside the Contractor's control.

• QUALITY OF REPAIR SERVICE

• All maintenance, repair services and testing performed under this contract shall be performed by competent personnel, thoroughly trained and certified by a nationally recognized institution or organization. Maintenance, repair services and testing shall be performed in a workmanlike manner, using industry accepted practices and established manufacturer procedures. All unsatisfactory repairs shall he corrected by the Contractor at no expense to the City.

- WORK PERFORMED AT CITY FACILITY
- Employees

• The Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown he professional technicians employed in the type of work required under this contract.

• Technical Training

• The Contractor and his/her employees must have factory certification in the repair of the equipment specified herein and have all other applicable licenses and certification requirements, where applicable.

Character of Workers

• The Contractor shall employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the Contractor shall, upon the request of the Commissioner, remove the employee from the work and shall not employ such employee again for the work under this Contract, except with the written consent of the Commissioner. The Contractor shall not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or consumption of alcoholic beverages or drugs anywhere on the site of any work to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

WORK IN PROGRESS

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this agreement until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Chicago Fire Department.

Date: 08/14/15 Prepared and Approved by Robert Anthony

Air Mask Division