

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Air One for the product and/or services described herein.
(Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # _____, copy attached) or _____ Term Agreement or
_____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the
_____ (Attach List) Pre-Assigned Specification No. _____
(Program Name) Pre-Assigned Contract No. _____

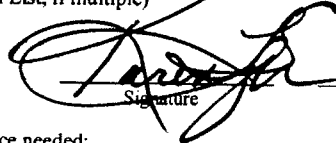
COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____ Company or Agency Name: _____
Specification #: 55183 Contract or Program Description: Maint of Mako Air Stations
Mod. #: _____ (Attach List, if multiple)

Karen L. Sanger
Originator Name

312-745-4196
Telephone

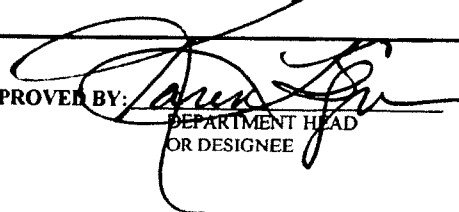

Signature

Fire
Department

2/5/07
Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input type="checkbox"/> PROCUREMENT HISTORY See Attached
<input type="checkbox"/> ESTIMATED COST See Attached
<input type="checkbox"/> SCHEDULE REQUIREMENTS See Attached
<input type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY See Attached
<input type="checkbox"/> OTHER See Attached

APPROVED BY: 
DEPARTMENT HEAD
OR DESIGNEE

2/5/07
DATE

BOARD CHAIRPERSON

DATE

PROCUREMENT HISTORY

1) The Chicago Fire Department Air Mask Section has held a contract with Air One for compressor maintenance. The maintenance is on 2 Mako 50 hp air compressors located at the Air Mask Service Shop located at 1044 N. Orleans in Chicago, Il.

2) This request is for a new contract for air compressor parts, related accessories, maintenance, repair service and testing for equipment located at the Breathing Apparatus Service located at 1044 N. Orleans in Chicago, Il. 60610. Air Mask would like to keep the same commodity line items as was on the recently expired term agreement.

The equipment list is as follows:

Two (2) Mako 50 hp high pressure, water cooled, electrically powered breathing air compressor.
Two (2) Mako Purification System

3) 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.

4) DNA

5) DNA

6) The request for a contract renewal will continue due to a need to maintain these compressors which are used to fill air cylinders for the fire department.

7) DNA

ESTIMATED COST

1) The estimated cost for monthly maintenance service will be \$4800.00. Repairs, routine and emergency will be billed per hour. Parts will be discounted at 10% off list price.

The funding source is 100-59-4085-162-100
" 200
" 148-100

2) DNA

3) DNA

4) DNA

5) DNA

SCHEDULE REQUIREMENT

1) DNA

2) The proposed vendor is the exclusive Mako distributor for sales and service.

3) DNA

4) DNA

5) DNA

EXCLUSIVE OR UNIQUE CAPABILITY

1) DNA

2) Air One Equipment, Inc. has personnel that are the best trained professionals to work on the equipment.

3) Air One Equipment, Inc. has personnel that have worked on compressor equipment prior to working on the fire department equipment.

4) Air One Equipment, Inc. has personnel that have specialized test equipment to work on fire department equipment.

5) DNA

6) DNA

7) Competition is precluded due to the existence of patent rights and technical data.

8) Letter from the manufacturer holding Air One as the sole distributor for parts and service is attached.

OTHER

1) DNA

2) DNA



**AIR ONE
 EQUIPMENT, INC.**

360 Production Drive
 South Elgin, IL 60177-2637
 Toll Free: 888-247-1204
 Fax: 847-289-9001
 E-mail: alrone@aoe.net

NO. 00/00/00

QUOTATION

Page 1

Sold CHICAGO FIRE DEPT
 TO: AIR MASK DIV
 1044 N ORLEANS ST
 CHICAGO, IL 60610 2522

147-1

Ship CHICAGO FIRE DEPT
 To: 1044 N ORLEANS ST
 CHICAGO, IL 60610
 (312) 744-4755

Custr P.O.....QUOTE
 Custr Fax.....()
 Ship Date.....00/00/00
 Ship Via.....UPS

01/05/07

Air One Order: 7402
 Salesman.....DF
 Terms.....Net-30 Days
 Due Date.....01/05/07

Ordered Item ID#/Descrip.	Ship	Unit	B/O	Price	Disc.	Ext. Price
12.00COMP MAINT SERV	12.00	EA		5125.00		61500.00 N
MONTHLY, SEMI-ANNUAL AND ANNUAL SERVICES FOR AIR MASK SERVICE BREATHING AIR SYSTEM.						
1.00COMP LABOR	1.00			100.00		100.00 N
LABOR PER HOUR COMPRESSOR MAINTENANCE						
1.00DISCOUNT	1.00			0.00		0.00 N
DISCOUNT OFF CURRENT MAKO PRICE LIST -10%						

WARRANTY: Workmanship and parts replaced or repaired will be warranted for ninety (90) days. Warranty does not apply to any item which has received obvious abuse. Air One Equipment, Inc. cannot warranty products repaired by independent repair centers.

We accept VISA/MASTERCARD/AMERICAN EXPRESS



Mako Compressors

1634 SW 17th Street
Ocala, FL 34474
United States of America

Telephone +1 352-732-2268
Facsimile +1 352-732-7873

www.compaimako.com

December 13, 2006

To: Dave Frey
Air One Equipment, Inc.

From: Eddie Lacefield
Mako Compressors

Re: Authorized Distributor

Dear Mr. Frey:

The purpose of this letter is to officially state that 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.

If you or one of your customers has any questions regarding this distributor agreement please feel free to contact me at (352)732-2268.

Sincerely,

Mako Compressors

A handwritten signature in black ink that reads "Eddie Lacefield".

Eddie Lacefield
Regional Sales Manager

Mako is part of the CompAir Group



Mako Compressors

1634 SW 17th Street
Ocala, FL 34474
United States of America

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Sincerely,

Mako Compressors

Eddie Lacefield
Regional Sales Manager

SPECIAL CONDITIONS

Reporting Formats means the appearance in which a report is submitted by the Contractor to the City;

Sub-Contractor means any person or entity with whom the Contractor contracts to provide any part of the Work, including sub-contractors of any tier, suppliers and material men, whether or not in privity with the Contractor;

Work means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work.

Work Site refers to the location where the work is to be performed by the Contractor.

Unless a contrary meaning is specifically noted elsewhere, words "as required", "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the Commissioner are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like imports, shall mean "approved by", "acceptable to", or "satisfactory to" the Commissioner. The words "necessary", "proper", or words of like import as used with respect to extent of Work specified shall mean that Work must be conducted in a manner, or be of character which is "necessary" or "proper" in the opinion of the Commissioner. The Commissioner's judgement in such matters shall be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as "provide equipment required" it shall be understood and agreed that such address is directed to the Contractor.

RELEASES

Requests for Parts, Related Accessories, Maintenance, Repair Service and Testing for Mako Breathing Air Stations and Related Equipment in the form of releases will be issued by the Chicago Fire Department and sent to the Contractor to be applied against the contract. Suborders will indicate the description of services, commodity code(s), quantities ordered for each line item, parts, commodity code(s), unit/total cost, delivery or service location, service or, delivery date, fund chargeable information, catalog information and other pertinent instructions regarding parts and service..

INVOICES

Original invoices shall be forwarded by the Contractor to the Chicago Fire Department/Finance Division, 10 W. 35th St. – 14th Fl, Chicago, IL 60616, to be applied against the contract. Invoices shall be submitted in accordance with the mutually agreed upon time period with the Chicago Fire Department.

All invoices must be signed, dated and reference the City contract number. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, item descriptions, units of measure, pricing and/or catalog information must correspond to the items quoted in the Contractors Proposal. If invoicing catalog items, indicate catalog number,

commodity code, item number, catalog date and catalog page number on the invoice.

Invoices for over shipments or items with price/wage escalations may be rejected unless the contract includes a provision for such an adjustment by contract modification. Freight, handling and shipping costs are not to be invoiced, if contract terms specify deliveries FOB, City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

PAYMENT

The City will process payment within sixty (60) calendar days after receipt of invoices completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Parts, Related Accessories, Maintenance, Repair Service and Testing supplied under this contract.

The City shall not be obligated to pay for any Parts, Related Accessories, Maintenance, Repair Service and Testing delivered which were non-compliant with the terms and conditions of these specifications. Any items which fail tests and/or inspections are subject to exchange or replacement at the cost of the Contractor.

DELIVERY

Deliveries shall be made FOB., any point within the City at no charge to the City, regardless of the release amount. It is the intent of this contract for the Contractor to furnish Parts and/or Related Accessories either separately or in conjunction with Maintenance and/or Repair Service to the Chicago Fire Department.

The City reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period.

INVINTORY/LEAD TIME

The Contractor shall maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any item listed in the Proposal, which is ordered by the City from stock within forty-eight (48) hours after receipt of a City department's order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Repeated failures of the Contractor to meet the above stated delivery requirements may be used by the City as grounds for the termination of this contract, and may further affect the Contractor's eligibility for future contract awards.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

QUANTITIES

Any quantities shown in the Contract are estimated only. The estimates that are included in this Contract are estimated usage for the full term of the contract, thirty-six (36) months. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein

shall be construed as an intent on the part of the City to order any Parts, Related Accessories, Maintenance Repair Service and Testing other than those determined by the Chicago Fire Department to be necessary to meet their current needs.

The City will be obligated to order and pay for only such quantities as are from time to time ordered, delivered and accepted on releases issued directly by the Chicago Fire Department.

CATALOGS/PRICE LISTS

For bid evaluation purposes, the bidder shall submit with its bid four (4) copies of price lists/catalogs quoted on the Proposal Page. Failure to furnish price lists may be cause for rejection of the bid for being non-responsive to this requirement.

Before a contract can be awarded, the Contractor must submit copies of all current manufacturer's or other accepted published price lists/catalogs indicated on the Proposal Page for use by the Procurement Department, Comptroller's Office and each participating department to facilitate audit of all invoices and releases off the contract. The Contractor will be responsible for forwarding new price lists or supplements of latest revision to all participating City departments, the Comptroller's Office and Procurement Department during the Contract period.

All pricing shall be governed by the latest editions or supplements to current manufacturer's published price lists unless specified. The Contractor shall be responsible for notifying the Chief Procurement Officer, at least thirty (30) days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices.

UNSPECIFIED ITEMS

Any Parts, Related Accessories, Maintenance, Repair Service and Testing not specifically listed herein may be added to this contract if they fall within the same specific category of items specified.

The User Department will notify the Contractor in writing of the items which are necessary and request a written price proposal for the addition of the item(s) to this contract by modification, then forward the documents to the Chief Procurement Officer. Such item(s) may be added to the contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in the form of a written modification signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner which serves the best interest of the City.

Any such item(s) delivered by the Contractor, without a properly executed contract modification signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, in the event that such modification is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of the fully signed modification.

PRICE ADJUSTMENTS

Prices shall be fixed for the first full thirty-six (36) months of this contract and for any and all extension options, if any, thereafter. No price adjustments will be allowed.

CONTRACT PERIOD

The contract shall begin on or about ____ and continue through ____ unless terminated prior to this date according to the terms of the Early Termination paragraph, or extended as provided for herein.

The City will establish and enter the above start and expiration dates at the time of formal award and release of this contract unless negotiated prior to release of the contract.

The start date shall be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Acceptance Page herein. The expiration date shall be the last day of the thirty-sixth (36th) full calendar month after the established start date.

CONTRACT EXTENSION OPTION

This Contract shall be in effect for the dates indicated herein for the contract period. The Chief Procurement Officer may exercise the City's unilateral right to renew this Contract following the expiration of the base contract term for up to two (2) additional periods of one (1) year each, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the goods provided for in this Contract.

No less than sixty (60) days before the expiration of the then current contract term, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the contract for no more than ninety (90) days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of supply while procuring a replacement contract.

DETAILED SPECIFICATIONS

SCOPE

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's Proposal (**Attachment A**).

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, ft 60610. The equipment list is as follows:

<u>Quantity</u>	<u>Description</u>	<u>Model No.</u>
Two (2)	Mako 50 HP High Pressure, Water Cooled, Electrically Powered Breathing Air Compressor	543 HBA5OE3
Two (2)	Mako Purification System	MK 420 C

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	8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Saturday, Sunday and any legal holidays.
Overtime Service Hours	4:00 p.m. to 8:00 am., 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

Notification

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 shall be as follows:

- Perform monthly maintenance of the equipment, minimum of twelve (12) per year
- Perform weekly inspections of the equipment, minimum of fifty-two (52) per year
- Major change outs every two (2) years

1. Monthly Maintenance

The Monthly Maintenance shall be comprised of the following:

- replace filters
- perform oil change
- perform air quality test

2. Weekly Inspections

The Weekly Inspections shall be comprised of the following:

- check all electrical control wiring;
- check all high pressure air circuits, co-monitors, valves and fittings;
- check two (2) piped high pressure air circuits which includes Paratech piston regulators and all valve and piping;
- check twelve (12) breathing storage cylinders (each 5000 psi/i 200 cu.ft.capacity)
- check one (1) high pressure breathing air piped delivery circuit which includes all valves, gauges and electrical control wiring;
- check one (1) Paratech Model 24HPC ballistic high pressure air refilling cabinet;
- check one (1) Air One custom breathing air fill panel;
- check one (1) high pressure breathing air piped delivery circuit which includes all valves, gauges and electrical control wiring;
- check one (1) Hydro-Test Product, Inc. cylinder hydrostatic testing station;
- check one (1) Paratech low pressure wall mounted air panel; and
- check one (1) Paratech high pressure wall mounted air panel.
- submit a repair proposal for any repairs, if any, 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.

The cost of Maintenance Service is to include weekly inspections, labor, materials and testing, as specified herein and as quoted on the Proposal Page(s). 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

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

Labor Repair Service

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

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

- cost per man hour

All labor performed on other than normal working hours will be billed at an overtime, hourly rate, Monday through Friday 4:00 p.m- to 8:00 a.m. 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

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 8:00 am. to 4:00 p.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

All labor performed on other than normal working hours will be billed at an overtime, hourly rate, Monday through Friday 4:00 p.m- 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

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

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 be 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 by 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 controlled substances. The Contractor shall not permit obnoxious behavior, or possession 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.