Date Sent: \_\_\_\_\_\_

# CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0042

**Contract #: 20250085** 

**Start date: 1/20/2025** 

**End date:** 8/1/2025

**Amount:** \$ 39,371.00

Contingency Amount: \$ 0.00

**Department:** Public Works

Total Contract Amount: \$ 39,371.00

Contract Type: Professional Services

Contractors Name: Midwest Mechanical Group LLC

**Status of Ownership:** N/A

Status of Sub: N/A

Certification: Attached

Self-Certifying

Did not disclose 🗸

Contract Description: Vehicle and Equipment (V&E) Garage Safety Surfacing Project



# AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Midwest Mechanical Group LLC FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made January 20, 2025, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Midwest Mechanical Group LLC (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Vehicle and Equipment (V&E) Garage Safety Surfacing Project (hereinafter referred to as the "Project", the "Work", or the "Services").

# WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

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1.	Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of
	Services" as set forth in:
	☑ The Consultant's Proposal or Bid No.122024-08, and dated December 20, 2024; and/or
	☐ Village of Orland Park RFQ/RFP/Purchase Order No
	which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the
	"Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications
	(RFQ), Request For Proposal ("RFP"), and/or Purchase Order and any other Village document shall
	supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any
	other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or
	other submittals which are in conflict with or inconsistent with any of the same provisions in the
	Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency
	and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.
2.	Daymant
4.	Payment:

- A. <u>Compensation</u>: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
  - ☑ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
  - $\Box$  the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
  - ⋈ A not-to-exceed amount of \$39,371.00 ("Contract Price")
  - (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$39,371.00. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this

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not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. <u>Invoices</u>: The Consultant agrees to and shall prepare and submit:
  - ⊠ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
  - □ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

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- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
- 3. <u>Contract Documents</u>: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
  - Scope of Services as set forth in the Consultant's proposal No.122024-08 dated December 20, 2024 (Exhibit A)
  - ☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

- 4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
  - A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 20, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than August 1, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
  - B. <u>Progress Reports</u>. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following onemonth period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
- 5. <u>Venue and Choice of Law</u>: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 6. <u>Nonassignability:</u> The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. <u>Notices and Communications</u>: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:	To the Consultant:
Name: Mike Mazza	Name: Dan Brandolino
Village of Orland Park	Company: Midwest Mechanical Group LLC
14700 South Ravinia Avenue	Address: 801 Parkview Blvd
Orland Park, Illinois 60462	City, State, Zip: Lombard, IL, 60148
Telephone: 708-403-6108	Telephone:
Facsimile:	Facsimile:
Email: mmazza@orlandpark.org	Email: dan.brandolino@midwestmech.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

- 8. <u>Right to Alter Scope of Services Reserved</u>: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
- 9. <u>Control and Inspection of Work:</u> Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
- 10. <u>Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s).</u> Claim(s) and/or Complaint(s):
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
  - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or

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- to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

### 11. Insurance:

### A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
  - Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
  - ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- B. <u>Insurance Required</u>: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:
  - (i) Commercial General Liability:
    - (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
    - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of

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the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) <u>ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto"</u>: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.

- (iv) Professional Liability:
  - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
  - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, nonrenewed or switched to an occurrence form, the Consultant shall be required to purchase

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supplemental extending reporting period coverage for a period of not less than three (3) years.

# (v) Umbrella Policy:

- If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
- (vi) Qyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

### D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
  - ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. <u>Subconsultants</u>: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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- H. <u>Assumption of Liability</u>: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. <u>Insurance Certifications</u>: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. <u>Notice of Bodily Injury or Property Damage</u>: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. <u>Updated Proof Required</u>: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. <u>Higher and More Expansive Standard Applicable</u>: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

# 12. Indemnity:

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- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

# 13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
- 14. <u>Professional Standard</u>: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
  - A. <u>Feasibility of Performance</u>. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents

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- that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. <u>Authorized to do Business in Illinois</u>: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. <u>Payment to the Illinois Department of Revenue</u>: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. <u>Debarment</u>. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. <u>Interest of members of the Village</u>: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. <u>Interest of Professional Services Provider and Employees</u>. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- 15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission,

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- percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
- 16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
- 17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
- 18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
- 19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

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- 20. <u>Illinois Freedom of Information Act</u>: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
- 21. <u>Independent Contractor:</u> It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
- 22. <u>Duration</u>: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
- 23. <u>Advertisement:</u> The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
- 24. <u>Amendments:</u> No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
- 25. <u>Termination; Remedies:</u> Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
- 26. <u>Supersede:</u> The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 27. <u>Severability</u>: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

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- 28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any 30. person, firm or corporation other than the parties hereto.
- Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Midwest Mechanical Group LLC

VILLAGE OF ORLAND PARK

By:

E-SIGNED by Dan Brandolino on 2025-02-17 16:46:20 GMT

Bv:

E-SIGNED by Jim Culotta on 2025-02-17 18:45:25 GMT

Name: Dan Brandolino

Name: Jim Culotta

Its Vice President

& Authorized Agent Title: Interim Village Manager

2025-01-28

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Confidential

# EXHIBIT A [ATTACH] Scope of Work as set forth in Consultant's Proposal No.122024-08 dated December 20, 2024 and/or in Village Proposal Number \_\_\_\_\_\_ dated \_\_\_\_\_\_ EXHIBIT B [ATTACH IF REQUIRED]

Schedule of Fees

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# **Exhibit A**

# Midwest Mechanical Building Efficiency and Sustainability

A Service Logic Company

# Proposal For: Village of Orland Park

**V&E Garage Safety Surfacing Project** 

This project is adheres to the terms and conditions of NCPA/Omnia co-op contract 02-91

### **INSTALLATION PROPOSAL**

### By and Between:

Contractor Performing Work: Midwest Mechanical Group, Inc. 801 Parkview Boulevard Lombard, IL 60148 Customer: Village of Orland Park 14700 S. Ravinia Ave. Orland Park, IL 60462-3167

### **PROJECT LOCATION:**

Orland Park Public Works Department 15655 S Ravinia Ave Orland Park, IL 60462-4634

# **V&E Garage Safety Surfacing Project**

PROJECT DESCRIPTION: Installation of Floorguard Flooring in the remaining shop area, back

and front aisleways, and office space.

DATE: 12/20/2024 RQN: 122024-08

### **OUR BASE PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:**

Provide the labor and material to install a Floorguard Platinum Flooring System in the remaining shop area, back and front aisleways, and office space. The flooring system will be as follows:

# LABOR AND MATERIAL:

- Provide all necessary labor and material to perform the following work
  - o Paint Removal
  - Standard Repair Fee
    - Covers gelling in pits, divots, cracks, and joints
  - Striping
    - Colored Striping applies as they are now.

# **PERFORMANCE OF WORK:**

Work to be completed during normal hours

### OUR PROPOSAL EXCLUDES THE FOLLOWING:

Providing any labor, materials, or equipment for work not explicitly detailed in the above scope, including but not limited to:

- Any flooring outside of the remaining shop area, back and front aisleways, and office space.
- Hazardous material testing and abatement.

# **PRICING SUMMARY Base Proposal:**

The price for above scope of work and materials is ....\$39,371

to contact me at (630)487-8961 with any questions or concerns.
Best Regards,
Dan Brandolino Vice President- Public Sector
Approved By:
Date

The terms of payment for this project would be 100% payment upon completion. Midwest Mechanical looks forward to exceeding your expectations during and after the project. Please feel free

Terms of Payment:

- 1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by MIDWEST MECHANICAL ("Seller") to The Village of Orland Park ("Buyer"). The accompanying [quotation/confirmation of sale/invoice] (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk shifting terms contained in these general terms and conditions shall control and prevail.
- Delivery of Goods and Performance of Services. The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
  - 3. <u>Shipping Terms</u>. Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.
- 4. <u>Title and Risk of Loss.</u> Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.
- 5. <u>Buyer's Acts or Omissions</u>. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 6. Nonconforming Goods. Buyer shall inspect the Goods immediately upon-receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.
- 7. <u>Price</u>. Buyer shall purchase the Goods and Services from Seller at the prices (the "Price[s]") set forth in Seller's published price list in force as of the date of the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.
- 8. Payment Terms. Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller's invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5%-per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyer shall not withhold payment of any amounts due and payable by reason of any-set off-of-any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.
- Limited Warranty. Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services WERE PERFORMED EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (B) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE: OR (c) WARRANTY OF TITLE: OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY-PRODUCT. Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein, with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such

Services at the pro rata contract rate. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.

- 10. <u>Limitation of Liability</u>. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.
- 11. Insurance. During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.
- 12. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the performance of Services or deliver of Goods hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.
- 13. Termination. In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.
- 14. <u>Confidential Information</u>. All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
- 15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- 16. <u>Miscellaneous</u>. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed\_Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

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By-signing the below line,	you are confirming that you have	<del>теан ани инистэхани инэ ра</del>	nagrapn ana macyou ag	ree to the renns and
Conditions listed above				

Signature:	Date:



# **Midwest Mechanical**

Turnkey Design/Retrofit & Service Solutions

Midwest Mechanical is a wholly-owned subsidiary of Service Logic. Other Service Logic companies that participate in the OMNIA Partners Public Sector Cooperative are listed as Affiliates.

Service Logic companies, such as Midwest Mechanical, provide services that optimize energy efficiency, comfort, productivity, health and safety for more than 25,000 clients nationwide. We specialize in evaluating, designing, installing and maintaining HVAC systems that maximize energy efficiency, reduce costs and improve performance.

# **Click Your Industry**

Education | Government

No

Hi! Have a question? I'm here to help.

X

# Public Sector

K-12 Education

Higher Education

State & Local Government

Cooperative contracts with Midwest Mechanical, available through OMNIA Partners, have proven to be a better, faster, and more cost-effective approach to retrofitting a building. Public agencies can leverage the partnership today to streamline their plumbing and HVAC solutions today.

HVAC Equipment, Installation, Service, & Related Products
 Region 14 ESC - TX | 02-91

VIEW CONTRACT DOCUMENTATION

CONTACT US

AUTHORIZED AFFILIATES

# Midwest Mechanical 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 reregister 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.

# **HVAC Equipment, Installation, Service, & Related Products**

**Region 14 ESC - TX** 

**Contract Number: 02-91** 

Initial Term: August 24, 2020 through August 31, 2023

Renewal Options: Option to renew for two (2) additional one-year periods

through August 31, 2025

**RENEWED THROUGH August 31, 2025** 

# **Master Agreement Documents**

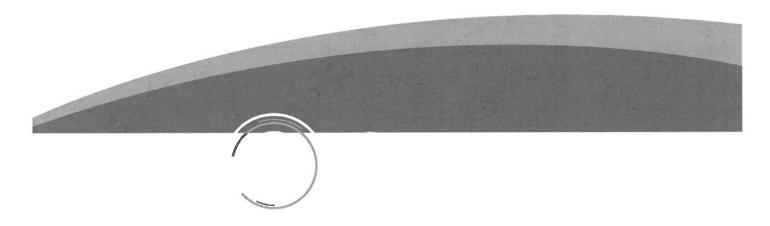
- Official Signed Contract
- Contract Award Letter
- Contract Renewal 1
- Contract Renewal 2
- Contract Update 1
- Contract Update 2

# **Response Evaluation**

- Supplier Response to RFP
- Evaluation Documents

# **Solicitation Process**

- Original RFP Document
- Proof of Publication



5001 Aspen Grove Drive Franklin, TN 37067 info@omniapartners.com (866) 875-3299

# **INDUSTRIES**

K-12 Education

Higher Education

Government

Nonprofit

Enterprise

Corporate

Private Equity

Real Estate

# **SOLUTIONS**

**Contract Offerings** 

**OPUS** 

Data & Spend Analytics

**Industry Experts** 

**ABOUT US** 

**RESOURCES** 

**CAREERS** 

**BECOME A MEMBER** 

# Privacy Policy | Terms of Use



# **National Cooperative Purchasing Alliance**

# Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of HVAC Equipment, Installation, Service, & Related Products.
- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ♦ Awarded vendor(s) shall perform covered services under the terms of this agreement.

  Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ♦ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- National Cooperative Purchasing Alliance (NCPA)
  - > The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- ♦ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - ➢ Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - ➤ Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - > Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - > Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Vendor Scope

- ➤ It is the intention of Region 14 ESC to establish a contract with vendor(s) for HVAC Equipment, Installation, Service, & Related Products. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.
- > Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.
- ➤ Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 14 ESC also requests any value-add product or service that could be provided under this contract.
- While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products-Western USA, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business. The scope of this RFP shall include but not be limited to the following products and services:
  - HVAC Refrigeration Type- Rotary, Centrifugal, Scroll, Reciprocating., Absorption
  - Indoor Air Quality Products and Devices Type- Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
  - Unitary Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, minisplits

- Air handling Type- central station-manufactured or custom makeup air, fan, filter, coil sections
- Air Terminal Devices and Heating Products Type-VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
- DDC Controls Type-core components, end devices, lighting, panels
- Cooling Towers Type- open, closed, evaporative, other
- Pumps Type- single stage, split case, end suction, inline, circulator, turbines
- Invertors
- Boilers & Water Heaters Type- modulating, condensing, cast iron, water tube, packaged and other
- HVAC Specialty Products Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- Equipment Parts and Supplies Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other
- Startup & Commissioning Services Type equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- Service & Maintenance Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other
- Warranty Services Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- Energy Services Type-Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- Equipment Rentals Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other
- Financial Services Type- leasing, prompt and pre-payment discounts, guaranteed savings and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other

• Site Surveys Type- Equipment, system analysis, operational, architectural and other

# Instructions to Respondents

- Submission of Response
  - > Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
  - > Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - > Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - ➤ Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Required Proposal Format
  - ➤ Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.
- Binder Tabs
  - Tab 1 Master Agreement / Signature Form
  - Tab 2 NCPA Administration Agreement
  - Tab 3 Vendor Questionnaire

- > Tab 4 Vendor Profile
- > Tab 5 Products and Services / Scope
- > Tab 6 References
- > Tab 7 Pricing
- > Tab 8 Value Added Products and Services
- > Tab 9 Required Documents

# Shipping Label

The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages <u>must be sealed</u> and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: Dan Brandolino

Company: Midwest Mechanical LLC

Address: 801 Parkview Blvd
City, State, Zip: Lombard, IL 60148

Solicitation Name and Number: 17-20 HVAC Equipment, Installation, Service and

**Related Products** 

Due Date and Time: July 23, 2020

# Tab 1 – Master Agreement General Terms and Conditions

# Customer Support

> The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### Disclosures

- ➤ Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other yendors in the award of this contract.

# Renewal of Contract

> Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

# • Funding Out Clause

- ➤ Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- ➤ Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

# Shipments (if applicable)

> The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

# ♦ Tax Exempt Status

> Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

# Payments

➤ The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

# Adding authorized distributors/dealers

- ➤ Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- > Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- > All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

# Pricing

All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those

pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.

➤ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

# ♦ Warranty

- > Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- > All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

# Administrative Fee

- > All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- > The awarded vendor agrees to pay administrative fees to NCPA of three percent (3%).

# Audit rights

Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

➤ Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

# Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

# Licenses and Duty to keep current licenses

Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

# Franchise Tax

> The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

# Supplemental Agreements

➤ The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

# Certificates of Insurance

➢ Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

# Legal Obligations

➤ It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

# ♦ Protest

➤ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:

- · Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- ➤ Any protest review and action shall be considered final with no further formalities being considered.

# Force Majeure

- ➢ If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

# Prevailing Wage

➤ It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

# Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of

cancellation. After the 30th business day all work will cease following completion of final purchase order.

- ♦ Cancellation for Non-Performance or Contractor Deficiency
  - > Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.

Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.

> Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

Providing material that does not meet the specifications of the contract;

Providing work and/or material that was not awarded under the contract;

 Failing to adequately perform the services set forth in the scope of work and specifications;

• Failing to complete required work or furnish required materials within a reasonable

amount of time:

- Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- ➤ Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

## • Open Records Policy

- ➤ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

- Cancellation for Conflict of Interest
  - ➤ Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person

significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

## • Registered Sex Offender Restriction

Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

#### Contract's Employment Eligibility

▶ By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

#### Terrorism Country Divestments

➤ Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

# Fingerprint Checks

➤ If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

# ♦ Indemnification

> Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in

	whole or in omissions of	part, for the o	errors, neglig endor, its em	ence, hazards, ployees and/or	liabilities, o agents.	contract	breach	and/or
Process								
Region 14 ESC ordinances, rul								4 ESC

in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is

determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

#### ♦ Contract Administration

> The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

#### ♦ Contract Term

- The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 years.
- > It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

#### Contract Waiver

> Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

#### Products and Services additions

➤ Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.

# ♦ Competitive Range

➤ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

#### Deviations and Exceptions

➤ Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

#### ♦ Estimated Quantities

> The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is 20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

#### ♦ Evaluation

➤ Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement

practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

## ♦ Formation of Contract

➤ A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

#### • NCPA Administrative Agreement

➤ The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

# Clarifications / Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

#### Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

## Past Performance

➤ Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# **Evaluation Criteria**

- Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - ➤ Competitive Level of Pricing for vendor's available products and services
  - ➤ Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - > Other factors relevant to this section as submitted by the responder(s)
- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - ➤ Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - > Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - ➤ Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer
- References (10 points)
  - ➤ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - > Location and number of sales persons who will work on this contract
  - Marketing plan and capability

- Past experience working with the government sector
- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer
- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and agency Training
  - Customer Service
  - > Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - > Other factors relevant to this section as submitted by the proposer

# Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

# Prices are guaranteed: 120 days

Company name	Midwest Mechanical LLC	
Address	801 Parkview Blvd	
City/State/Zip	Lombard, IL 60148	
Telephone No.	630-850-8688	
Fax No.	630-655-0730	
Email address	Sam.giampapa@midwestmech.com	
Printed name	Sam Giampapa	
Position with company	President	
Authorized signature	O(C)	

# Tab 2 - NCPA Administration Agreement

This Administration Agreement is made as of	August 24, 2020	, by and l	between Nationa
Cooperative Purchasing Alliance ("NCPA") and	Midwest Mechanic	al LLC	("Vendor").

#### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>August 24, 2020</u> referenced as Contract Number <u>02-91</u> by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HVAC Equipment, Installation, Service, & Related Products;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### General Terms and Conditions

- > The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- ➤ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- ➤ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- ➤ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

> The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

# ◆ Term of Agreement

➤ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

#### • Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency		Zip		PO		Sale	Admin
Name	State	Code	Date	Number	RQN Number	Amount	Fee (3%)
						Total	

- ➤ Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

#### • General Provisions

- > This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- ➤ Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- > All written communications given hereunder shall be delivered to the addresses as set forth below.

National Coo	perative Purchasing Alliance:	Vendor:	Midwest Mechanical
Name:	Matthew Mackel	Name:	Daniel T. Brandolino
Title:	Director, Business Development	Title:	Vice President- Public Sector
Address:	PO Box 701273	Address:	801 Parkview Blvd
	Houston, TX 77270		Lombard, IL 60148
Signature:	Albrond	Signature: (	+ ):07.5.
Date:	August 24, 2020	Date:	7/7/20

# NCPA Registered Vendor Ouotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

# **NCPA Registered Vendor Quotation Number Process**

Fill out the form on the Facilities page at www.NCPA.us

- \*Click on RQN Logo at the bottom of the home page and a form will pop up.
- \* Fill out and submit.
- All registered vendor quotation number requests must be submitted <u>and</u> a proposal number received <u>before</u> you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 5 minutes.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date:	July 7, 2020
RFP Number:	#17-20 HVAC Equipment, Installation, Services and Related Products
Company Name:	Midwest Mechanical
Printed Name:	Sam Giampapa
Signature:	

# Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

be

Sta	<ul><li>tes Covered</li><li>Bidder must indicate a offered.</li><li>Please indicate the price</li></ul>		
box	50 States & District (	of Columbia (Selecting this	s box is equal to checking all
	⊠ Alabama	Maryland	South Carolina
	Alaska	Massachusetts	South Dakota
	Arizona	Michigan	⊠ Tennessee
	Arkansas	Minnesota	⊠ Texas
	California	Mississippi	⊠ Utah
		Missouri	☐ Vermont
	□ Connecticut	Montana	⊠ Virginia
	□ Delaware	Nebraska	Washington     ■
	District of Columbia	☐ Nevada	⊠ West Virginia
	⊠ Florida	New Hampshire	Wisconsin
	⊠ Georgia	New Jersey	Wyoming
	Hawaii	☐ New Mexico	
	□ Idaho	⊠ New York	
		North Carolina	
	⊠ Indiana	North Dakota	
	☐ Iowa	⊠ Ohio	

Oklahoma

Kentucky	Oregon	
Louisiana	□ Pennsylvania	
☐ Maine	Rhode Island	
All US Territorionall boxes below)	es and Outlying Areas (Selecting this box is equal to c	checking
American Samoa	Northern Marina Islands	
Federated States o	=	

	Guam U.S. Virgin Islands
	Midway Islands
•	Minority and Women Business Enterprise (MWBE) and (HUB) Participation
	➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized
	businesses (HUB) in the purchase of goods and services. Respondents shall
	indicate below whether or not they are an M/WBE or HUB certified.
	<ul> <li>Minority / Women Business Enterprise</li> </ul>
	<ul> <li>Respondent Certifies that this firm is a M/WBE</li> </ul>
	<ul> <li>Historically Underutilized Business</li> </ul>
	Respondent Certifies that this firm is a HUB
	Residency
•	<ul> <li>Responding Company's principal place of business is in the city of Lombard,</li> </ul>
	State of Illinois
•	Felony Conviction Notice
	Please Check Applicable Box;
	A publically held corporation; therefore, this reporting requirement is
	not applicable.
	Is not owned or operated by anyone who has been convicted of a felony.
	Is owned or operated by the following individual(s) who has/have
	been convicted of a felony
	➤ If the 3 <sup>rd</sup> box is checked, a detailed explanation of the names and convictions
	must be attached.
<b>♦</b>	Distribution Channel
	➤ Which best describes your company's position in the distribution channel:
	<ul> <li>☐ Manufacturer Direct</li> <li>☐ Certified education/government reseller</li> <li>☐ Manufacturer marketing through reseller</li> </ul>
<b>*</b>	Processing Information
	Provide company contact information for the following:
	<ul> <li>Sales Reports / Accounts Payable</li> </ul>

Contact Person: Patricia Watson

Title: Director of Accounting Services

Company: Midwest Mechanical Group, LLC

Address: 801 Parkview Blvd

City: Lombard State: IL Zip: 60148

Phone: 630-850-8617

Email: patricia.watson@midwestmech.com

Purchase Orders

Contact Person: Julie Stahurski

Title: Business Systems Specialist

Company: Midwest Mechanical Group, LLC

Address: 801 Parkview Blvd

City: Lombard State: IL Zip: 60148

Phone: 630-850-8680

Email: <u>Julie.stahurski@midwestmech.com</u>

Sales and Marketing

Contact Person: Dan Brandolino

Title: Vice President- Public Sector and SaaS

Company: Midwest Mechanical Group, LLC

Address: 801 Parkview Blvd

City: Lombard State: IL Zip: 60148

Phone: +1 (630) 850-8688

Email: dan.brandolino@midwestmech.com

•	Pricin	g Information
		In addition to the current typical unit pricing furnished herein, the Vendor
		agrees to offer all future product introductions at prices that are
		proportionate to Contract Pricing.
		<ul> <li>If answer is no, attach a statement detailing how pricing for NCPA</li> </ul>
		participants would be calculated for future product introductions.
	>	Pricing submitted includes the required NCPA administrative fee. The NCPA
		fee is calculated based on the invoice price to the customer.
		∑ Yes ☐ No
	>	Vendor will provide additional discounts for purchase of a guaranteed
		quantity.
		⊠ Yes □ No

# Tab 4 - Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

#### **GENERAL:**

1. Company's official registered name.

Midwest Mechanical Group, LLC.

2. Brief history of your company, including the year it was established.

Our Midwest office is located at 801 Parkview Blvd., in Lombard, IL. Midwest was started in 1974 by an innovative, local entrepreneur by the name of Ken Beard. Ken used the expertise that he developed selling HVAC systems and solutions for a large manufacturer, to develop a business plan, which supported his dream to bring premium design/build solutions to the Chicago market. Over the years, Midwest has grown into one of the largest design/build and servicing contractors in the Chicago area.

Midwest Mechanical exists for our customers, to provide service, design/retrofit, and control solutions that achieve the most operationally efficient plumbing and HVAC systems throughout our service territory.

Our office is home to 105 full time office employees. The employees provide a wide range of expertise from project sales, service sales, engineering, project management, and customer service. We provide both design/build turnkey solutions and service for all HVAC and control systems. Our service department has 60 trucks which are always busy serving customers by keeping their heating and cooling systems running well.

Our local Chicago office has fully staffed departments dedicated to meeting our customers' needs in each of the following areas:

- Midwest Mechanical: Provides customers with Performance Contracting solutions which comprise of Energy efficient, environmentally friendly solutions.
- Controls: State-of-the-art Facility Management and Control Systems (FMCS) also referred to as Building Automation Systems (BAS);
- Service: Total service solutions for our existing building owners including customized maintenance programs and Extended Service Warranty Programs;

• Training: Fully equipped local Training Centers that can easily accommodate up to 100 people. Self-study and customized training programs are also available.

Midwest Mechanical's in-house project team consists of full-time employees that are available to devote up to 100% of their time as required throughout the life of the project. Furthermore, Midwest Mechanical also has an Applications Engineering group comprised of industry experts that provide technical guidance and expertise, both internal and external to Midwest Mechanical, in the areas of system design, control integration and product development.

In 2018, Midwest Mechanical was selected through a national RFP, to have their offering available through a cooperative purchasing contract managed by NCPA. This co-op contract has led to tremendous growth for Midwest Mechanical in the public sector. Our goal is continued growth in the public sector by finding new ways to offer additional value to our customers.

3. Company's Dun & Bradstreet (D&B) number.

D&B # 104265090

4. Corporate office location.

801 Parkview Blvd. Lombard, IL 60148

5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.

Total Employees	111
Direct Sales	17
Sales support	2
Service Technicians	67
Engineering	3
Administration	22

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Midwest Mechanical has one main office located at 801 Parkview Blvd., Lombard, IL 60148

Key contacts are:

Sam Giampapa
President
801 Parkview Blvd
Lombard, IL 60148
Sam.giampapa@midwestmech.com
630-850-8697

Dan Brandolino
Vice President-Public Sector
801 Parkview Blvd
Lombard, IL 60148
Dan.brandolino@midwestmech.com
630-487-8961

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a.	Sales	Dan Brandolino	630-850-8688	Dan.brandolino@midwestmech.com
b.	Sales Support	Lyle Weseloh	630-850-8725	lyle.weseloh@midwestmech.com
c.	Marketing	Donna Walt	630-850-8699	Donna.walt@midwestmech.com
d.	Financial	Neal Johnson	630-850-8665	neal.johnson@midwestmech.com
	Reporting			
e.	Executive	Sam Giampapa	630-850-8697	Sam.giampapa@midwestmech.com
	Support			

# Name of Project Team Member:

Current Job Title:
Primary Office Location:
Years with Company:

Description of the role and responsibilities this individual will have for the project

## **Employment History**

- Company Name
- Primary job responsibilities
- Years with firm

Degrees and Certifications

Energy performance projects this individual has been involved with during their career

#### Dan Brandolino

Vice President- Public Sector and SaaS Lombard, IL

2 Years

Dan is responsible for leading the sales and development efforts for our public sector business which includes Performance contracting. Dan is the lead customer contact for this project.

- Trane (6 years)- developed, managed and led Trane's Solutions team in Chicago which implemented Turnkey projects for public and private sector clients
- Chevron Energy Solutions(7 years)- started and managed Chevron's 8 state Central Region, implementing Performance contracts for the public sector
- Exelon Energy Solutions (7 years)- started this division of Exelon to provide performance contracting services to public and federal clients in a 6 state territory

B.S. Mechanical Engineering, University of Illinois- Urbana Champaign

- Over \$300 million in implemented performance contracts over 25 years
- Great Lakes Navy Base (\$100 million in multiple phases)
- Joliet School District 86 (\$35 million in multiple phases)
- Dolton School District (\$8 million)



Name of Project Team Member:

Current Job Title:
Primary Office Location:

Years with Company:

Description of the role and responsibilities this individual will have for the project

**Employment History** 

- Company Name
- Primary job responsibilities
- Years with firm

Degrees and Certifications

Energy performance projects this individual has been involved with during their career R. Lyle Weseloh, P.E.

**Director of Operations** 

Lombard, IL

2.5 years

Lyle is responsible for leading the operations efforts for our public sector business. Lyle directs and manages operations activities for new public sector project and including project development, engineering, project management and technical services.

- Siemens Industry, Building Technologies Division, Life Science Solutions Sr Portfolio Manager (3 Years) — Develop, manager and coordinate entire portfolio of Life Science markets for North American region
- Siemens Industry, Building Technologies Division, Energy Services Product Manager – (3 years) – Developed and drove the Building Performance & Sustainability energy service portfolio strategies to the field offices.
- Chevron Energy solutions Project Manager (6 years) Directly managed project teams in over \$15 million in Performance Contracting projects.
- Siemens Building Technologies Energy Engineer (7 Years) Performed energy audits, detailed energy savings calculations, and cost estimates as well as design upgrades to HVAC and lighting systems.
- Master of Business Administration Roosevelt University
- BS Mechanical Engineering Southern Illinois University
- Licensed Professional Engineer in the state of Illinois
- Certified Energy Manager Associate of Energy Engineers
- Valley View School District (\$4 million)
- Lombard School District 44 (\$2 million)
- Joliet School District 86 (\$35 million in multiple phases)
- Glenview Park District (\$500 thousand)



# Name of Project Team Member: Current Job Title: Primary Office Location: Years with Company: Description of the role and responsibilities this individual will have for the project





**Account Executive- Public Sector** 

Lombard, IL

3 years

Jaylen's role to lead sales and development efforts in the public sector with a centralized focus on the park district and library markets.

- **Employment History**
- Company Name
- Primary job responsibilities
- Years with firm
- Priority Logistics (1 year) Territory Sales Manager Managed a \$425K book of business built in first year. Secured and managed 55 accounts throughout the Chicagoland area
- First Midwest Bank/Standard Bank (1 year) Commercial Credit Analyst Analyzed and perform underwriting services for business lines of credit up to \$2MM

Degrees and Certifications

Energy performance projects this individual has been involved with during their career BBA in Finance and Marketing – University of St. Francis

Over \$1.1 million implemented in performance contracts in the park district and library markets in the last 1.5 years

Name of Project Team Joseph Senese. Member: **Project Manager** Current Job Title: Lombard, IL Primary Office Location: Years with Company: Joe is responsible developing/implementing project Description of the role schedules, purchasing of equipment, material and suband responsibilities this contractors and is responsible for the day to day managing individual will have for of the project. the project **Employment History**  Company Name Mechanical Concepts of Illinois, Inc. (9 years) Senior Estimator/ Sales HBC Mechanical, Inc. (4 Years) Owner Primary job Climatemp, Inc. Estimating Sales/Project Manager (10 years) responsibilities Years with firm Degrees and BA Business Management – Lewis University Certifications

nine years.

Describe any other

relevant experience

Estimated/ Sold over \$150,000,000.00 of public works project in the last

Name of Project Team Donna Walt Member: Current Job Title: Administrative Manager Primary Office Location: Lombard, IL 13 years Years with Company: Organize promotional events coordinating to Description of the role and responsibilities this individual ServiceMaster - 25 Years **Employment History** Company Name Primary job

responsibilities Years with firm

Education



- ensure proper delivery of all materials. Manage social media marketing campaigns and
- day-to-day activities.
- HR responsibilities Coordinate the employment process from interviews to insurance.
- Office Manager- coordinate services for the building including IT and maintenance.
- Support President and Executive team.

Variety of administrative roles from Employee Benefits Representative to assistant in Chairman's office

**AA-Business Robert Morris University** 

Name of Project Team Member: Current Job Title:

Neal Johnson III, CPA, MBA

**Chief Financial Officer** 

Lombard, IL



Primary Office Location: Years with Company:

Description of the role and responsibilities this individual will have for the project

Responsible for all finance, accounting and information technology.

**Employment History** 

- Company Name
- Primary job responsibilities
- Years with firm

- W-T Engineering, Inc (4 years) Treasurer and Chief Financial officer
- Nationair Insurance Agencies, Inc. (7 years) Vice President and Chief Financial officer
- J&M Plating, Inc. (6 years) Chief Financial Officer

Degrees and Certifications MBA - Northern Illinois University BS in Accountancy - University of Illinois Certified Public Accountant (Registered License - IL) Name of Project Team Member:

Current Job Title:
Primary Office Location:
Years with Company:

Description of the role and responsibilities this individual will have for the project

**Employment History** 

- Company Name
- Primary job responsibilities
- Years with firm

Degrees and Certifications

Energy service and turnkey projects individual involved with during their career

Describe any other relevant experience

# Sam Giampapa

President

Lombard, IL

4 years



Responsible for the overall leadership of the company, which translates to empowering our employees to deliver the very best client experience, and the most operationally efficient buildings in Chicagoland.

Midwest Mechanical - President - 4 Years

- Strategic focus, direction and growth.
- Oversees all financials aspects of the company and is responsible for P&L performance.

Energy Services – Regional Director – 6 Years

 Responsible for day-to-day sales and business development of energy solutions and related facility and infrastructure projects for K-12 School Districts, Higher Education institutions and Municipalities.

Trane Company - Sales Manager - 13 Years

 Responsible for owner-direct sales via service, equipment repair, equipment replacement and chiller plant controls.

**BA - Business – Trinity University** 

AS - Air Conditioning, Heating and Refrigeration - Triton College

- 1550 LSD Boiler & Domestic hot water plant and controls upgrade
- South Suburban College HVAC equipment, VFD, motor and controls
- Evanston Art Center A/C & Boiler plant, VAV, and controls upgrade
- Lake County Community College Controls and mechanical project
- Misericordia Chiller/Boiler plant, air handlers and controls upgrade
- Knox College Chiller plant, lighting and controls upgrade

Field experience working as an HVAC service technician early in career.

- 8. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting

**Executive Support** 

a.	Sales	Dan Brandolino	630-850-8688	Dan.brandolino@midwestmech.com
b.	Sales Support	Lyle Weseloh	630-850-8725	Lyle.weseloh@midwestmech.com
c.	Marketing	Donna Walt	630-850-8699	Donna.walt@midwestmech.com
d.	Financial Reporting	Neal Johnson	630-850-8665	Neal.johnson@midwestmech.com
e.	Executive Support	Sam Giampapa	630-850-8697	Sam.giampapa@midwestmech.com

9. Define your standard terms of payment.

#### Standard terms are net 30

10. Who is your competition in the public marketplace?

Our traditional competition in the public sector marketplace has been large plumbing and mechanical contractors and energy services companies (ESCO's).

13. What is your strategy to increase market share in the public space?
Midwest Mechanical is a business that had the majority of its success working with Private Sector clients for over 40 years. In 2018, Midwest established an aggressive growth plan to double its business in five years. A key element of Midwest's plan was to grow by expanding its reach into the public sector. Technically, Midwest built all of the core competencies needed to be successful in the public sector. However, to achieve the growth plan, Midwest needed to build competencies necessary to increase market share in the public sector. The Midwest sale strategy is aimed at achieving significant business growth in two distinct directions. Here are the key elements of the strategy we adopted:

Focus 1: Grow Sales in the Public Sector through a Cooperative Purchasing Network

In 2018, Midwest was selected through a competitive RFP to have their offering available through the NCPA purchasing cooperative. Being selected as a successful provider through NCPA allowed Midwest to offer an innovative option for public entities to purchase plumbing and other mechanical retrofits, along with service work. By purchasing through a Co-Op, a public entity is able to work with a company that is committed to a quality delivery of goods and services, while being assured that they will be able to utilize value based pricing in the process. In addition to this, the Co-Op purchasing vehicle is very easy and fast, when compared to the traditional procurement vehicles that public entities typically use. It takes very little administration time and cost to implement. In addition, purchasing through a Co-Op passes legal muster relative to purchasing guidelines and laws. The cooperative purchasing method creates a better, faster, more cost effective means for public entities to purchase plumbing and mechanical retrofits and service.

In just two years, Midwest's business has grown substantially by being able to offer this procurement vehicle through NCPA.

Currently there are very few plumbing/mechanical service companies in the Chicago area that can offer their services through a Cooperative Purchasing Network.

Midwest Mechanical's continued growth will come through this focus for the following reasons:

- 1. We intend to remain a market leader in offering services through a co-op. By being the only plumbing/mechanical contractor in the Chicago area that can offer a Co-op procurement vehicle, Midwest can offer a proven purchasing alternative to public entities. The only current competitors in this space are manufacturers.
- 2. Manufacturers have already demonstrated the wide spread success of this procurement vehicle-nationally. Adoption is taking place at a rapid pace, however Midwest Mechanical has competitive advantage over all of the manufacturers on design/retrofit and service work due to their vendor independence and the ability to self perform. Midwest's value proposition through the Co-Op will continue to have broad appeal.
- 3. Midwest has built and grown a sales/ops team which is focused on the public sector. By training this sales force on the nuances of public sector markets, Midwest has successfully utilized the Co-Op vehicle as a primary

means of taking market share away from traditional procurement methods.

Focus 2: Grow Sales in the Public Sector by utilizing the HVAC contract to displace Performance Contracting. The performance contracting market in Illinois is a mature market. Schools are looking for a better alternative and Midwest believes that offering our services through a HVAC cooperative contract, will address that need. Because of budget pressures, the market has pushed providers to be ever more efficient with delivery cost for construction projects.

Through this focus, Midwest will grow its business for the following reasons:

- 1. Midwest Mechanical is a company that can self-perform the HVAC and controls work. This approach would lead to the lowest delivered cost in the market. This competitive advantage can be delivered to the customer, without sacrificing margin %.
- Midwest can showcase their excellent Service capabilities. There is no doubt that these capabilities would stand up well to inquiries made by District personnel. Public Sector clients are always looking for service providers that they can trust.
- 3. Midwest Mechanical has made a significant investment in "Energy Services". They have quality Energy Engineers, Design Engineers, and a SaaS platform that will allow them to stay connected to customers and create "Customers for Life"

Midwest Mechanical can proclaim "Vendor Independence" which would negate any advantage that the Independent ESCO's have.

14. What differentiates your company from your competitors?

The primary differentiators that make Midwest stand apart, are the following:

- a. We are the only plumbing/mechanical contractor providing our services through a purchasing co-op to the public sector, in the Chicagoland area. Midwest self performs much of the work with inhouse labor resulted in the lowest delivered cost available.
- b. Midwest offers a unique Software as a Service (SaaS). This type of offering has not been available through other contractors. Through our SaaS product, Midwest is able to create "Connected" buildings, where we are able to mine building data. We have developed algorithms which can analyze the data in an efficient manner that keeps installed

# cost down. The algorithm is able to process the data to provide our customers with the most operationally efficient building possible

- 15. Briefly summarize your company's Quality control/Quality assurance program. QA/QC is an essential component of Midwest Mechanical and is fully Integrated in the daily flow of business. From submittal review to warranty execution QA/QC provides a roadmap to successful completion and customer satisfaction of a project. Midwest Mechanicals continual maintenance of the relationships with our Vendors and Subcontractors allows Midwest Mechanical to effectively manage the QA/QC program during design and implementation. Validation, inspection and testing requirements are updated and routinely scrutinized for improvements to processes and procedures. Midwest Mechanical has a vested interest in insuring completed projects are sustainable far into the future and our approach for serviceability and reliability are a cornerstone to Midwest Mechanical reputation and longevity.
- 16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

#### Our firm has not been involved in any litigation, bankruptcy or reorganization.

17. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

# We have a documented history of lowering costs for our clients via numerous initiatives and situations:

- As a certified contractor for the ComEd rebate program, we are able to
  offer multiple customers direct savings in the form of significant energy
  rebates and energy cost savings via more efficient equipment. To date
  our clients have received over \$1M in direct rebate checks and
  hundreds of thousands of dollars in savings via reduce energy bills.
- Our financial stability contributes directly to higher bonding capacities and lower bonding premiums allowing us to offer some of the lowest available bonding rates
- Our 40 year history of steady growth and stability provides significant buying power which substantially reduces the cost of equipment and supplies we procure through our vast network of suppliers

#### PRODUCTS:

- 18. What is the reputation of your company's products in the public marketplace? As an independent mechanical contractor we are not limited to specific makes and models of equipment; because we have access to the finest equipment available the reputation of our equipment is extremely good. For the purposes of this solicitation we are offering all commercially available HVAC equipment & supplies.
- 19. Indicate your company's ability to provide temporary cooling when needed.

  Midwest is one of the leading contractors in the Chicago area providing temporary cooling. The Midwest Service Team works very closely with companies like Agrekko and Trane to provide the installation of temporary cooling systems on a regular basis. Our team is very experienced at delivering the installations of a variety of temporary cooling solutions from small dehumidifiers to large chillers.
- 20. What equipment/system support documents will your company provide?

  For the projects that we implement, we utilize a submittal process which includes providing our customer with a detailed description of the type of equipment that they will receive as part of the project. In addition, if the project requires engineering, construction drawings will be provided as part of the submittal.

After construction is completed, Operation and Maintenance documents on all of the equipment will be delivered, along with product specific training. On a project that has engineered drawings, "as-built" drawings will be provided to the customer for their records.

Any and all associated warranty documents for products and services associated with the project will be turned over to the customer for their records and use.

- 21. Identify the process of receiving a purchase order to the ordering of equipment.
  - 1. PO received (fax, mail, e-mail, verbal, etc.).
  - 2. Project Coordinator verifies with Service Manager and sales department then equipment ordered.
  - 3 Service Manager reviews and verifies the project with the customer regarding any proposed changes or mismatches from original proposal.
  - 4 Service Manager assigns project hand-off occurs between Preconstruction and operations; timelines, equipment selection verification, and project details are coordinated at this time.

- 5 A project specific job number is assigned and an electronic job file is create in our software system.
- 6 Project Coordinator is directed to complete the equipment ordering.
- 22. Describe your company's shipping schedule notification procedures.

After the project is established a job message is immediately sent to the customer establishing points of contact and other pertinent information regarding the project. Every Thursday a.m. for the duration of the project the customer receives a message regarding the complete status of the project to include shipping timelines. In addition to these written notification the Project Manger maintains constant contact with the customer advising them of shipping status and arrival dates/times.

23. Describe how your company deals with shipping delays. How do you notify your customer of delays?

Shipping delays cause understandable frustration with clients and can significantly impact other internal projects due to schedule changes. As outlined above, clients are immediately contacted by the designated PM regarding shipping delays and continually updated weekly at a minimum until the item is delivered.

- 24. Provide your shipping schedule reporting form. How many times do you update?

  Shipping status reports are sent weekly at a minimum, more often if the project circumstances dictate.
- 25. How many products do you stock? Where?

We stock approximately 150 service related items as "truck inventory" in our service vehicles and warehouse shelves in our Lombard warehouse. All other required items are procured via multiple local parts warehouses or just-in-time delivery.

- 26. What is your percentage of on-time delivery at each manufacturing plant?

  N/A we are not a manufacturer
- 27. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

Midwest Mechanical has a customer portal. Customers can access the portal by going on to our website <a href="www.midwestmech.com">www.midwestmech.com</a>. On the Portal you can request service, look at past service calls and also view the equipment and maintenance schedules on the equipment.

We also have an on-line quick quote system. Customers will receive a quick quote for repairs and can approve the quote immediately on-line.

28. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

Yes

- 29. If your product is defective, what is the replacement process and turnaround?

  All of our installed products have a minimum one-year warranty; if products/equipment are defective our service department will replace the item at no charge; turnaround times are contingent on the manufacturers and the equipment and/or part availability.
- 30. What is the capability of your company to respond to emergency/rush orders? The DNA of our company is "Service", so Midwest's reputation has been built on their ability to respond to emergencies and rush orders. Our internal systems and processes reflect our ability to service customers that have this need.
  - 1. Midwest has a 24 hour call center which is staffed to receive any emergency call and respond immediately to that customer.
  - 2. Our call center has a process in place to dispatch a tech that is best matched to the client needs. Our techs understand the need to service that customer in an emergency and have the training, tools, and transportation to fix the problem.
  - 3. Midwest's Building Sentinel SaaS is a system that utilizes the latest technology to stay in touch with our customers. Midwest has the ability through this service to identify an emergency before our customer even knows about it. In many cases, Midwest can fix the problem "virtually" without having to roll a truck.

For rush orders, Midwest is in a unique ability to respond to our customers needs. We have a large depth and breadth of skilled labor which allow us to be flexible and responsive to our customer's needs. In addition, Midwest has a 40 year history with suppliers which allow the company to expedite equipment orders when necessary.

31. State whether your company provides a quality guarantee on your products. If so, please describe.

Yes. Exceptional quality was one of the founding precepts of our firm, if a customer is not completely satisfied with the quality our services our firm will work with clients until their expectations are met regardless of any extenuating circumstances.

32. Describe your procedures to monitor the quality of your products.

Yes, exceptional quality is one of the founding precepts of our company, if a customer is not completely satisfied with the quality of our services our company will work with our customers until their expectations are met.

In addition to our commitment to quality, we can utilize our Building Sentinel, SaaS platform, to create a "connected building" for our customer. Through Building Sentinel, Midwest and the Customer can collect data which is fed through algorithms which analyze a host of elements, such as:

- 1. Equipment and System Performance
- 2. Energy Use and Patterns
- 3. Fault Detection and Predictive Failure

Irregularities are identified, and strategies are put in place to ensure that problems are managed before they become costly to the customer. The Building Sentinel platform becomes a cost effective and reliable means for building owners to monitor the quality of the equipment and systems which are put into their building.

- 33. Do you offer extended parts and labor warranties? If yes, state length of warranty. We offer extended parts and labor warranties based on the types of products we service and support. We can extend warranties three to five years in general. Please see our response in Appendix B Products and Services.
- 34. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

#### **Palos District 118**

Palos 118 is one example of how we provided a turnkey boiler installation which included a full service five year warranty. This is a 2020 project where the customer will offload all the risk of operation on two boiler plants to Midwest Mechanical. Midwest will handle all of the maintenance and repair on the boiler plants for a period of five year.

35. What is you standard warranty on Building Automation Controls?

### One Year on parts and labor

- 36. What is your standard warranty on replacement parts?

  One Year on parts and labor
- 37. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

All projects are tracked by their project folder and electronic system. After a project is completed, warranty letter is drafted to the customer stating their standard warranty terms. The project folder also states the warranty terms for later reference.

38. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

### Alaska and Hawaii

### SERVICES:

39. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company of if they are a network of subcontractors.

Midwest Mechanical owns and operates its own Customer Service Department. It is staffed by 4 customer service representatives Monday – Friday 7:00 a.m. – 5:00 p.m. with the exception of major holidays.

We currently have 67 Service Technicians.

- 40. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.
  - Between the hours of 5:00 p.m. 7:00 a.m. any calls go directly to a live answering service. If there is an emergency, the service will contact one of service technicians that is on-call. They will determine what kind of service is required and contact additional staff members if required. Average on-site response times vary based on location but consistently range between 1-5 hours after the call is received.
- 41. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

Our service technicians live all over the Chicagoland area including Indiana and Northern Illinois. Because our technicians are dispatched from their homes we have the flexibility of sending a technician that is closer to your facility. In support of timely problem resolution we have a host of in-house technical experts and relationships with multiple factory technical representatives if problems require additional expertise.

42. Please describe the quality program(s) within your company which measures your service work.

Midwest Mechanical utilizes Key2Act and Mobiletech programs and applications for Dispatching, Scheduling, Equipment Logging, Service Work Orders, Start Up and Commissioning.

**Work order history** includes all service work performed on each piece of equipment by model and serial number thus allowing a Technician instant access to review previous work and parts replaced or repaired while on site.

**Equipment Logging Data**; Data logs specifically formatted for each individual type of equipment is logged and stored in a common driver accessible 24/7 by either a Technician or authorized customer representative. Logs can be utilized to evaluate equipment performance during and after repairs or maintenance by extrapolating operational trend data.

**Service Work Orders;** Technicians complete each electronic service work order at the completion of the day or service call. Electronic signature can be obtained from the customer and instantly e-mailed or stored in the account folder accessible by the authorized customer or representative. Service work orders contain explanations of the call, parts recommendations and hours expended on the site.

**Dispatching**: Technicians are dispatched based on skill level and equipment experience. Service coordinators can evaluate the available technicians best suited for each job by utilizing an embedded program and software designed specifically to annunciate each skill and compare to the type of call. GPS aids in deciding time and location to the response.

**Factory Training**; Technicians attend a variety of factory authorized educational training programs these include Chillers, Pumps, Boilers, VFD's, Fans, Hydronic Systems, Compressors Etc. Weekly training is administered from established online trade curriculums concentrating on specific core content in the HVAC field.

**Oversight;** Service Field Manager and Senior Field Technicians provide the necessary leadership and guidance for Technicians. Providing this support enhances the customer experience and reliability of the equipment serviced.

43. List your company's standard scope of work performed for preventative maintenance visits.

### Chiller annual service checks

- > Unit
- Analyze operational log
- Inspect unit for refrigerant leaks [both visually and using electronic leak detector and repair]
- Test relief valves and replace if necessary
- Check and tighten power wiring and starters
- Compressor
- Megger ohm test compressor motor windings
- Check ampere balance (within 10% at RLA)
- Replace filter drier cores
- Inspect oil level, take oil sample and send out for analysis. Provide copy of report to maintenance supervisor.
- Replace oil filters
- Replace oil if indicated by analysis results
- Controls
- Calibrate temperature transducers
- Calibrate pressure transducers
- · Check motor load limit
- Check motor load balance
- Test operation of alarm relay
- Test operation of pump interlocks
- High and low pressure cut outs
- Condenser
- Evaluate temperature approach
- Clean condenser tubes
- Eddy current test [as required]

- > Evaporator
- Evaluate temperature approach
- Clean condenser tubes
- Eddy current test [as required]

### Boiler annual service checks

- Preliminary analysis
- Check operating pressures or temperatures
- · Check operating hour
- Check insulation
- · Check air supply
- Check vent
- Check boiler area
- Combustion analysis [provide report to maintenance supervisor]
- Check gas pressure at main gas valve
- Check draft hood or barometric damper
- Water temperatures [in and out]
- > Checks and corrections
- Check for clean boiler tubes and heat transfer surfaces
- Clean tube and heat transfer surfaces
- Check blow down operation [insure proper blow down procedures are being maintained to prevent sediment buildup]
- · Check for water leaks and repair
- Check burner condition [clean burners and orifices]
- Safety checks
- Thoroughly check gas train for leaks and repair any leaks
- Check operating limit controls
- Test primary and secondary low water controls
- Check pilot safety shut off operation

Tower annual service checks

### ▶ Unit

- Inspect general condition of tower and check unit for unusual noise and vibration
- Drain basins and piping
- Inspect and clean cold, hot water basins, and spray nozzles
- Inspect air inlet louvers
- Check and adjust water levels in water basins
- Check and adjust make water valve
- · Check and bleed rate
- Inspect tower finish

### Mechanical systems

- Check belt condition
- · Adjust belt tension, replace as needed
- Lubricate fan shaft bearings
- Lubricate motor base adjusting screw
- Check drive alignment
- Check motor voltage and current
- Check fan motor and exterior
- Check fan motor for proper rotation
- Check general condition of fan
- Check and clean fan drain holes
- Clean all mechanical components

### Hot and cold water pumps annual service checks

- Check and tighten all electrical connection on motors
- Megger test all motors and record
- Check all couplers for wear replace as necessary
- Lubricate all bearings
- Check entering and leaving pressures and record

### Plate and frame heat exchanger annual service checks

- Inspect unit for water leaks repair as necessary
- Check unit for proper heat transfer
- Back flush unit for cleaning purposes

### Standard Unitary Equipment

- Check for proper voltage of unit
- Check fuses replace as needed
- Tighten all screws and lugs connected to voltage
- Check motors for lubrication and bearing wear
- Check pilot flame [if applicable]
- Check filter of any obstructions
- Check spark igniter
- Check limit switches
- 44. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.

Last year Midwest completed \$28,434,000 in HVAC maintenance work.

45. Describe your call center organization.

Service calls are received and processed via our dispatch(s) located in our Lombard, IL office. For simple calls the dispatcher assigns the appropriate technician. For more complex issues the Service Manager will conduct a further analysis of the issue and direct a solution based on the specific issue.

46. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

We have three dedicated 800 numbers depending on the region.

• East Region 800-214-3680

West Region: 800-214-3690North Region: 800-214-3603

We respond to calls 24 hours/7 days per week.

47. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

We have rotating on-call technicians (3 each day) responsible for off-hours diagnosis and troubleshooting of service calls. If the on-call technician cannot quickly diagnose the issue the problem is elevated to one of our 3 Service Managers. In rare cases when the service manager cannot address the issue the Vice President of Operations and/or equipment factory representative is contacted for additional technical assistance.

- 48. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
  - 1. Service call is received via dispatcher or other method.
  - 2. The dispatcher enters the call into the dispatch system (Key2Act)
  - 3. The dispatcher calls the primary technician to run the call. If he/she is not available the next available qualified technician is sent.
  - 4. The service technician goes to the site.
  - 5. The service technician completes the repair or if cannot complete the call documents on the Service ticket what needs to be done and when.
  - 6. The Service ticket is uploaded via our Mobiletech software directly into our system.
  - 7. A copy of the ticket is sent directly to the customer.
  - 8. The ticket then goes through an auditing process, to be sure the hours, and material charges are correct.
  - 9. Once approved by the Service Manager, the ticket goes to the billing department.
  - 10. The billing department will then do another check
  - 11. The billing department send out the invoice to the customer
- 49. What technology such as GPS tracking does your company use to track completion of repairs?

All of our service trucks are equipped with GPS. Our dispatchers can tell where our vehicles are at all times.

We use a software called Mobiletech. Once a service technician completes a repair he will close out the ticket in Mobiletech. The customer will get the completed ticket as well as our dispatch team,

50. What is the reputation of your company's service in the public marketplace?

Our 44 year history of providing exceptional quality and value is well documented and has earned multiple repeat customers who feel comfortable making us their "go-to" HVAC Service provider.

In 2018, Midwest Mechanical made a significant investment to grow our business and reputation in the public sector. By utilizing a purchasing co-op contract, Midwest has grown their public sector business from \$885,000 in 2017 to over \$9,000,000 in 2020. Growing your business by a factor of 10X in three years can only happen when your reputation supports it. We have delivered results to the public sector and are very proud of the reputation we have built.

- 51. How does your company spread the cost of a Preventative Maintenance contract over the entire year?
  - Historically PM contracts are written in one-year increments and involve miscellaneous work year round. We work with our clients to see what works best for them from a billing standpoint; in general clients select 12 equal payments spread throughout the length of the contract but we provide the flexibility for quarterly, bi-annually or any other method of payment.
- 52. Identify the process of receiving a purchase order to the providing of a service contract.
  - Once a Service Contract PO is received a Preventative Maintenance service job is set-up in Key2Act.
  - A service technician is appointed as the primary customer point-of-contact for the contract duration and that information is relayed to the client.
  - In most cases a face-to-face meeting is established to ensure all parties are fully aware of the site specific procedures, scope of work, timelines, billing preferences, procedures for equipment found inoperable or unserviceable, and other project specific requirements.
  - Once all the preliminary procedures are clarified the service work commences.
- 53. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

  Midwest Mechanical has the ability to monitor any BacNet based Energy
  - Midwest Mechanical has the ability to monitor any BacNet based Energy Management System. Our technicians have the necessary software and hardware to connect to virtually any BacNet control system, monitor setpoints, and perform troubleshooting and maintenance.

When we are notified of a problem associated with an HVAC system, our normal course of action is to remotely access the EMS first. After accessing the EMS, our technicians can usually diagnose the problem without being on site. If the problem can be fixed remotely, our technicians will perform that task. If the problem requires an on-site presence, a technician will be dispatched to the site.

- 54. List the number of sites your company currently monitors Energy Management Systems (EMS).

  Midwest Mechanical is currently monitoring Energy Management Systems in over 500 sites at some level.
- 55. List your company capabilities regarding system changes and repairs to EMS systems. Midwest has trained technicians who can make changes and repairs to many Energy Management Systems. Midwest can perform the widest scope of system changes and repairs on BacNet based "open protocol" systems. If repair parts and software are available over the counter for a customer's system, then Midwest Mechanical can provide virtually any type of service needed.
- 56. List the reporting capabilities your company has for EMS system parameters.

  Midwest Mechanical has a 24/7 Call Center, which is designed to respond to any customer needs 24 hours per day, 7 days per week, 365 days per year. The call center has the capability to monitor EMS system parameters and provide reporting or diagnostics to those specific systems.
- 57. Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?

  Midwest Mechanical technicians have the capability to perform maintenance and repair/replace EMS components in-house. Our technicians and call center regularly perform monitoring, alarm resolution, repairs and adjustments as part of our normal course of work.
- 58. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

  At a site with an EMS, Midwest Mechanical technicians start troubleshooting by first accessing the EMS. If the EMS can be accessed remotely, than Midwest Mechanical will do so. Midwest Mechanical will not roll a truck if the problem can be fixed remotely through the EMS. This saves the customer money.

If the problem cannot be fixed remotely, then our service dispatchers will dispatch a technician who is most qualified to diagnose and repair the specific customer site.

59. Describe your company's startup and system checkout responsibilities

# MIDWEST MECHANICAL SERVICE EQUIPMENT TEST REPORT

	Chiller			
		PAGE 1	of	_1_
PROJECT	PROJECT #	DATE		
SYSTEM	LOCATION	TESTED BY	1	
MANUFACTURER	AREA SERVED	CERT. #	ŧ	
MODEL				
SERIAL #				
OLNAC #				
ITEM	<u>ok</u>			
PRE-START UP INSPECTION				
UNIT VOLTAGE / AMPERAGE				
OUTDOOR MOTOR VOLTAGE / AMPERAGE				
COMPRESSOR VOLTAGE / AMPERAGE				
MOUNTINGS CHECK, SHIPPING BOLTS REMOVED				
FANS ROTATE FREELY				
FANS, MOTORS LUBRICATED				
ELECTRICAL CONNECTIONS COMPLETE, TIGHTEN				
DISCONNECT SWITCH INSTALLED				
PIPING SIZES, LIQUID LINE / SUCTION LINE				
REFRIGERANT TYPE				
REFRIGERANT RELIEF VALVE INSTALLED				
REFRIGERANT PIPING COMPLETED				
CONDENSATE DRAINS CLEAN AND COMPLETE				
CONTROL SYSTEM COMPLETED (END TO END CHEC	CKS)			
START UP TEST DATA				
FAN ROTATION CORRECT				
UNIT VOLTAGE / AMPERAGE OUTDOOR MOTOR VOLTAGE / AMPERAGE				
COMPRESSOR MODEL NUMBER				
COMPRESSOR SERIAL NUMBER				
COMPRESSOR VOLTAGE / AMPERAGE				
REFRIGERANT PRESSURES, LOW AND HIGH				
FAN CONTROLS				
HIGH AND LOW PRESSURE CONTROL SETTINGS				
ELECTRICAL INTERLOCKS VERIFIED				
TEMPERATURE CONTROLS VERIFIED				
REFRIGERANT RELIEF VALVE SIZE, PRESSURE RAT	ING			
SEQUENCE OF OPERATION VERIFIED				
SAFETY CONTROLS OPERATIONAL				
SYSTEM STARTED AND LEFT IN OPERATION				
OTOTEM OT ATTEMPT ELIT IN OT ELICITION				
REMARKS:				

- 60. Describe your company's post-installation and warranty support
  The project is not complete when the unit is installed and performing well.
  At Midwest Mechanical Inc. we stand by our work and will back up our installations and service through the warranty period [normally 1 year] and in some cases beyond.
- 61. Describe your company's steps for system analysis.
  - Discuss overall operations with customer to determine what issues exist.
  - Review alarm, transaction and operational logs to determine what issues are indicated.
  - Gather equipment brand, model, serial number information and quantities.
  - Check unit operation against normal operation.
  - Report any deficiencies found.
  - · Review overall system performance and condition with client.
  - Provide detailed recommendations to client.
- 62. Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

We currently utilize a secure Datto enterprise software system allowing for real-time access for all authorized personnel. A specialized IT company maintain and backup our files daily at a minimum. We have multiple redundancy systems in place to include emergency battery backup if power is lost ensuring connectivity with our clients/customers.

- 63. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

  We monitor the service provided to ensure the bill is received within a two week period of time and immediately turn around as an invoice to the government entity.
- 64. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

We are constantly reviewing our management software to verify that results make sense to the business being conducted. Our leadership team is constantly interacting with each center to ensure our corporate standards and quality is acceptable.

65. Is warranty coverage dependent on using your start-up procedure?

No. We provide and install multiple brands of equipment and some of these brands require a factory startup to qualify for warranty. In these cases we ensure these startups are done by the manufacturer in order to protect the customers' warranties. In such cases, the manufacturer would use their own start-up procedure.

66. Who performs your start-up procedure?

Certified and authorized in-house Service Technicians, Equipment Installers, Pipefitters, Controls Technicians, or certified factory representatives depending on the application.

68. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

Midwest Mechanical is very skilled and experienced at offering Turnkey projects, especially through a purchasing Co-Op. Other functions that we have provided to customers over the last two years include the following:

- 1. Electrical work
- 2. Installing Energy Management Systems
- 3. Plumbing work
- 4. Demolition work
- 5. Concrete work
- 6. Roofing work
- 7. Solar Installations
- 8. Ceiling work
- 9. Lighting work
- 10. Sprinkler work
- 11. Life Safety System work
- 12. Security System work
- 13. Installing doors and hardware
- 14. Installing window systems

## 15. General Carpentry 16. Cleanup and rubbish removal

69. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

Our involvement would typically start with co-authoring a unit replacement program with our customer. This plan would include the following:

1. An analysis of current assets, including their current condition

Our analysis would start by having our energy engineers and project developers look at as-built drawings that would prepare them for a site visit. During the following site visit, assets would be documented through photographs and nameplate data. They will also be analyzed to understand their overall operating condition, including evidence of proper operation and maintenance.

2. Identify where the assets fit in their respective life cycle.

After the asset study is completed and the data is compiled, the individual assets will be projected on a timeline reflective of expected useful life for that specific asset. There would be empirical data in addition to assumptions which would be used to place the asset on the timeline. All assumptions would be documented and discussed with the building owner. At this point, we would be able to show projected asset replacement targets based upon where each asset fits on the timeline.

3. Build a timeline and budget for projected replacement

Once the asset timeline is built, we would then work with the owner to build a replacement timeline that would reflect priorities and future budgets. To do this, we would work to provide accurate budget costs for the asset replacement. Midwest would also analyze the replacement to reflect future energy savings that could be expected through the asset replacement.

4. Issue a proposal for replacement

In concurrence with the owner, Midwest would provide proposals for the scheduled replacement of the equipment. In addition, this proposal would include the associated utility savings, incentives and rebates.

70. Describe what project scheduling tools your company use to track projects during construction.

We utilize MS Project Management as an added tool for complex projects. The project management team will meet weekly with owners to review project status and address project management issues. In addition to these weekly conferences the meeting minutes and other updates are sent electronically to every client and Midwest Mechanical staff as needed. This immediate response to items of concern will keep the customers informed and communication flowing.

71. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

As a specialty mechanical contractor we have the ability to select from multiple manufacturers and equipment supplies to choose the absolute best equipment for each project. The selection process is a collaborative approach between our Customers, Project Engineers, Estimators, Operations/Service Personnel, and Vendors. The vendors are responsible for providing detailed cut sheets to ensure the equipment is capable of meeting the required equipment efficiency SEER, EER, and/or, IPLV energy ratings.

72. Describe how your company handles site development and project permitting process.

Permitting is done on a case-by-case basis. When permitting is required we work closely with the applicable permitting agency [ROE, Municipality, etc.] in conjunction with the customer and project engineer/architect if applicable. Midwest is very flexible in how it approaches permitting for a project. We have the ability to handle permitting within the confines of a project, however, on occasions the owner will coordinate the permitting requirements outside the project scope of work.

73. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

All turnkey projects regardless of type [e.g. equipment retrofit vs. EMS] undergo essentially the same quality control measures previously discussed. Again, we embrace a collaborative approach between the Estimating Department, Operations Department, or designated engineer to determine the best application for the proposed project. Quality control is stressed at the beginning of the project as well as a review at the end. A quality issue discovered early in the process is much more readily addressed than something discovered later in the project life cycle

74. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

Midwest understands that a "one-size-fits-all solution" doesn't maximize value. Because we spend the upfront time to understand our client's vision, needs, and goals and because we work hard to gain a thorough, holistic understanding of their building and systems; we're able to bring to full-force Midwest's long history of innovation to create value throughout our entire design process, and turnkey implementation.

Midwest Mechanical is a Design-Build contractor combining professionally licensed engineering and mechanical services, ensuring that design solutions- even highly innovative ones—are constructible and maintainable. Together, this is why we think differently and ask different questions from that of nearly every other stand-alone design engineering firm and mechanical contractor.

A "best fit" design is a practical, constructible, right-sized economically, holistic, long-term solution that is only possible through big picture thinking and a practical approach. Midwest's "best-fit" designs maximize energy savings and efficiencies and minimize lifecycle costs so that the benefits and value our customer expect are achieved (and often surpassed) over the entire lifespan of the project.

75. Describe your company's construction management plan.

We are dedicated to providing effective management and control of all projects regardless of scope. Each project has a dedicated project manager charged with ensuring the project continually meets and exceeds the expectations of the customer. The project manager will assemble a team that effectively matches their talents with the scope of the project. To assist the project manager a software program is used with certain projects to establish project goals/timelines, measurable objectives, specific tasks to ensure the project remains on task, within budget, and in-line with customer requirements. Management utilizes existing procedure manuals and standardized policies to effectively manage customer/client

communications. Our overarching goal is customer satisfaction with a quick response time, quality service, on-time completion, minimal disruptions to the customer, no contractor generated change orders and cost reasonableness.

A typical project life cycle (non-service);

- Customer notifies Midwest Mechanical of potential maintenance request or project
- Midwest Mechanical schedules a customer meeting (normally 1-3 days) to discuss specific scope, timeline, and requirements. Note: Not applicable for time sensitive projects.
- Midwest Mechanical generates a proposal (normally 2-4 days) that includes a general scope and pricing
- Customer reviews the proposal and provides feedback
- Once the scope/price are established the customer generates a purchase order
- Midwest Mechanical receives the PO and transfers the project folder to the service or operations department for scheduling and execution
- Service/Operations immediately establishes contact with the customer to provide preliminary information
- Project is completed per customer specifications
- Midwest Mechanical schedules a final walk through with the customer to ensure the job is completed to exact specifications
- Final issues/tasks are resolved and the customer signs a letter of satisfaction

One of our important goals is to have the customer be a part of the team. To ensure a timely and effective flow of communications it is highly recommended that the customer appoint a project supervisor as the point person for all customer/contractor communications.

The team will focus on project objectives, integrating the team resources with owner resources to meet project requirements. The ultimate goal is to ensure a project is on schedule, within cost, and completed with quality.

Successful project execution is largely dependent on the members of the project team. By teaming employees with diverse experience and expertise, a synergy is created which cannot be duplicated within the functional group or departmental organizations. In addition, key elements of our approach to project implementation are clearly defined management responsibility and accountability. Our planning, work performance, quality control, and reporting systems are based on two levels of management: A Project Manager with overall responsibility for

the contract, and team members who provide hands-on management of each functional area of the project.

Many of Midwest Mechanical's projects are multifaceted. Engineering, procurement, construction, installation, commissioning, testing, training, and service are all required. We are structured to allow project teams to function effectively as a group in a goal-oriented environment. At the same time, a high-level central staff of functional managers establishes policy, guides technical reviews, and ensures a work approach consistent with practices that have proven successful on previous projects.

The installation of any component and/or system is a challenge on a new project, as all facilities and customer needs are different. Retrofit projects in existing facilities add another area of complexity. Our project team must execute the project without interfering with the operation of the facility or its occupants. As the business which Midwest Mechanical plans to execute for Eligible Agencies involves existing facilities, our project teams fully recognize the special demands of retrofit projects.

A quality control inspector is responsible for making sure that all Midwest Mechanical employees and subcontractors adhere to the high quality standards for the project. This individual inspects all items of work for conformance to specifications and drawings and periodically reviews the project's quality control plan to maintain its integrity.

Certain projects require the infusion of expertise outside the normal scope of Midwest Mechanical. To ensure we meet our customers anticipated timeframe we maintain a list of vetted professionals to assist with projects outside the normal scope of our company.

- 76. What is your standard warranty on installation? **One year warranty on parts and labor.**
- 77. What is your standard warranty on energy retrofit contracting?

  One year warranty on parts and labor
- 78. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

  No
- 79. State whether your company provides a quality guarantee on your service. If so, please describe.

Yes. Exceptional quality was one of the founding precepts of our firm, if a customer is not completely satisfied with the quality our services our firm will work with clients until their expectations, which are defined and understood during the design phase, are met regardless of any extenuating circumstances.

80. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

Alaska and Hawaii

### SAFETY:

81. Describe your company's safety program during service/repair work. Midwest Mechanical, Inc. is fully committed to providing employees, subcontractors, and our partners with a safe and healthy workplace. Senior management provides the ultimate oversight and strategic direction for our company safety programs. All employee recommendations to improve the overall safety and/or health conditions within company facilities or at our worksites are given serious consideration by our management team. It's important to note that while senior management conducts the overall oversight of the safety program; ALL employees regardless of position are responsible for the company's overall safety. From day one all our employees are encouraged to speak-up, identify, and report unsafe conditions and practices without exception or delay. Everyone who uncovers a potentially unsafe condition has the authority to immediately shut a worksite down until the issue is addressed without fear of retribution. Our appointed Safety Coordinator is charged with the day-today management and administration of the program and regularly coordinates with our dedicated Safety Consultant.

Workplace safety and health orientation begins on the first day of initial employment or job transfer. All employees participate in company orientation and safety training before working on Midwest Mechanical projects. All employees must have a current training sticker on their hardhats for the current year. Each employee has access to a copy of our Safety Management & Training Manual and personally receives a copy of company safety rules, policies, and procedures pertaining to his or her job. Supervisors ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies, and jobspecific procedures described in our workplace safety program manual are understood and followed.

Senior management is actively involved with employees in establishing and maintaining an effective safety program. Our safety program coordinator or

other members of our management team participate with field personnel in ongoing safety and health program activities, which include:

- Promoting safety committee participation
- Providing safety and health education/training [weekly safety topics sent company- wide]
- Reviewing and updating workplace safety rules

To further enhance our safety program we hired a consultant [Alliance Safety, LLC] in 2012 to provide independent oversight and direction for our safety program. To date we are seeing some impressive and tangible results of our increased focus on safety and our goal of instilling and maintaining a culture of safety.

- Midwest Mechanical, Inc. is a drug free company. In the event of a
  workplace accident or incident all parties directly involved are required
  to take a mandatory drug test at the nearest U.S. Health Works Medical
  Group or Concentra Medical Center. An employee found to have tested
  positive will face immediate disciplinary action up to and including
  termination.
- Our complete safety philosophy is contained in our Safety Management & Training Manual; a complete copy is available upon request.
- 82. Describe your company's safety program during construction.

  We take the safety of our personnel and the safety of our clients' safety very seriously and do not differentiate between safety for service/repair work and construction safety; both types of projects follow the same procedures outlined above
- 83. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

  Experience Modification Rate

2016 .66

2017 .70

2018 .68

84. What reporting mechanism does your company provided to the customer upon completion of any project?

In the event of a safety incident at any of our worksites we immediately notify the owner and provide a brief explanation of what took place. After the initial response a formal investigation is completed by our Safety Consultant to reveal the causes, response effectiveness, and any lessons learned. This formal report is transmitted to the client as part of the overall project closeout documentation.

### **MARKETING/SALES**

- 85. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
  - a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
    - i. NCPA and Region 14 ESC Logo
    - ii. Link to NCPA and Region 14 ESC website
    - iii. Summary of contract and services offered
    - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
    - v. amendments, marketing materials

Since Midwest Mechanical is already an NCPA contract holder, much of our initial marketing has been done. However, we will need to spend considerable time informing our customers and prospects as to how this new contract would be different and offer additional value to the market place.

Our marketing strategy in the first 90 days will not only focus on announcing our contract award but contacting all our existing customers and announcing our new NCPA contract details and how will benefit them. Elements of our initial marketing strategy will include:

- Announcement posting on our website and other social media platforms providing contract specifics.
- Update of existing direct mail and handout materials reflecting new contract information.

- Create a press release directed to the Illinois Park District Association.
   IPDA members were some of our first customers to use cooperative purchasing for services. Our plan is to let their membership know that Midwest Mechanical now has a new contract for their use.
- Create a press release specifically for the Illinois Library Association. Highlight the fact that Midwest will be exhibiting at the ILA's October trade show. Currently, there are no plumbing/mechanical contractors exhibiting at the conference. Our highlight and focus will be our NCPA cooperative relationship.
- New focused advertisements in regional publications like Illinois ASBO, Suburban Superintendents Association, Illinois Park District Association.
- Continual participation in leading industry tradeshows and conferences.

Website updates providing all new contract documentation.

86. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Midwest's Vice President- Public Sector has had extensive experience in getting a cooperative purchasing go-to-market strategy successfully launched in the past. Our focus on providing services through our existing NCPA contract has resulted in tremendous growth from less than \$1M, to around \$10M in just a two year time.

Our experience over the last two years of growth tells us that many of our public sector customers have used cooperative purchasing to some degree in the past. However, most of the purchases made by public sector clients have been for commoditized items such as paper, or supplies.

Because of this type of client experience, our focus will not be as much on "what is a Co-Op?", but more on "Did you know that you can use a Co-Op to...?" Many public sector customers are not aware that they can save millions of dollars by utilizing a cooperative purchasing agreement to purchase agreement to purchase things like plumbing and mechanical services. Past experience shows that many customers will purchase through a cooperative when they understand that extent to which they can leverage them. Our focus will be providing our sales force with presentations and material that support this type of discussion.

Over the past two years, we have developed a number of case studies and client relationships where our sales team can tell the "co-op story". Our co-op contract has proven that it is a Better, Faster, and More Cost Effective way to deliver construction services.

We will demonstrate the value of the NCPA co-op contract by:

- 1. Identifying our Co-Op relationship on all trade show booths and trade show marketing material.
- 2. Train all public sector sales on how to present our cooperative offering.
- 3. Train all public sector sales on the list of happy customers and case studies that Midwest has. Use this list to tell our story.
- 4. Midwest believes the key elements that have attracted customers to the cooperative purchasing experience in Illinois are:
  - a. The amount of money and time it saves the public entity in the procurement process.
  - b. Being able to work with a provider that is accountable for a Quality project.
  - c. How the cooperative purchasing process satisfies Illinois procurement laws for a public sector procurement.
- 87. Explain how your company plans to market this agreement to existing government customers.
- Personally engage all existing customers immediately after selection by NCPA.
   At this meeting, Midwest would outline all of the benefits of our new NCPA contract. At that meeting, we would coach the customer through the process of getting signed up as an NCPA cooperative member- at no cost.
- Based upon our knowledge of our existing customer needs, we would present the value that the NCPA cooperative could bring in addressing those needs.
- Update and enhance our qualified list of past customers who have a history of utilizing purchasing cooperatives and/or alternative delivery methods; ensure our sales force re-engages this customer base with the benefits of this new contract.
- · Actively engage existing customers via:
  - ✓ Get all of them signed up as NCPA members.

Attendance at conferences, trade shows, and other marketing events

- ✓ Development and distribution of focused print marketing materials and advertise in publications historically used by potential NCAP clients.
- ✓ Update our website to capture potential NCPA clients
- ✓ Targeted office visits and/or business meetings
- ✓ Utilization of existing governmental contacts to develop potential new NCPA leads.

- Analysis and review marketing techniques of successful firms that serve NCPA clients; adopt similar strategies if applicable.
- Develop on-going strategies to constantly enhance customer satisfaction (examples include telephonic follow-up, in-person meetings, coordination of marketing events, holiday cards, distribution of company marketing materials, etc.)
- Provide potential clients with references of recently completed work that has a similar scope and project timeline.
- 88. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

### First 30 Days:

- a. Pull our existing client database and contact all public sector clients over the past five years with information on NCPA and our newly established contract with them.
- b. Personally visit all existing public sector clients with an updated "first call", which highlights our new NCPA relationship and the additional value that it brings.
- c. Get all existing public sector clients signed up with the NCPA cooperative.
- d. Create specific flyer/brochure detailing Midwest's capabilities and NCPA contract.
- e. Place contact and site information into Midwest CRM software for review and follow up.
- f. Modify exhibit booth to emphasize Midwest Mechanical's new NCPA contract.
- g. Schedule exhibit space at IPDA and ILA trade shows.

### Day 31 to day 60:

- a. Obtain NCPA client listing and prioritize them into categories.
- b. With the highest priority clients make phone and email contact with flyer/brochure created in prior phase.
- c. Follow up on each high priority contact to obtain a face to face meeting to begin project development with initial budget and proposal.
- d. Update CRM software to measure performance.

### Day 61 to 90:

- a. Continue to follow up on high priority contacts from prior phases via email, phone and face to face meetings.
- b. Filter through middle priority contacts then phone email then with flyer/brochure
- c. Follow up on each high/medium priority contacts to obtain face to face meeting to begin project development with initial budget and proposal.
- d. Update CRM software to measure performance.
- 89. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.
  - Midwest Mechanical currently has a salesforce which has been trained and is successfully delivering value through our current NCPA contract. Upon a successful selection from this solicitation, the Midwest sales team will be appraised of the highlights of this contract and immediately begin to deliver value to our customers. Our experience selling through our existing NCPA contract has led The Midwest public sector sales force has been trained on the following:
    - 1. What is a cooperative purchasing network and how does it work?
    - 2. The Midwest/NCPA relationship. Midwest's obligations and how we will administer and manager the work that is sold through the cooperative.
    - 3. Review all applicable legislation that supports the legal transactions through a cooperative.
    - 4. Dan Brandolino will present some case studies on clients that he has worked with to purchase large projects through the cooperative purchasing process.
    - 5. Break our public sector targets into four markets, Park Districts, Libraries, Municipalities, Public Education. Our sales force will be trained on the nuances of each market. Reps will then be assigned to target specific markets based upon their strengths and experience level.
    - 6. The sales reps will then be trained on market specific "first calls" to ensure that we have a specific message to each market.

The sales force will be deployed.

90. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes, we agree to provide company logos and give permission for reproduction of such logo in marketing communications and promotions.

### **ADMINISTRATION**

92. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Midwest is currently under contract with NCPA, under the terms of Contract number: 02-61. To be selected, Midwest responded to RFP #14-18. The terms of the contract are on the NCPA website.

We feel that our existing NCPA contract has been the foundation of our success in the public sector.

93. Describe the capacity of your company to report monthly sales through this agreement.

Under our existing NCPA contract, we are very familiar with all of the required reporting. We communicate regularly with NCPA on monthly sales reporting.

Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Under our existing NCPA contract, Midwest has provided a great deal of management reports upon request. We communicate regularly with NCPA, and comply to all requests for reporting.

94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to **reduce our carbon footprint**, reduce waste, promote energy conservation, ensure **efficient computing**, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

95. Please provide your company's environmental policy and/or green initiative.

Midwest Mechanical is an Energy Star Member, Utility Trade Partner, a
member of the US Building Council and a member of the Associate of Energy
Engineers. We are also registered with Smart Energy Design Assistance Center
(SEDAC) as a Design Assistance firm and a Retro-commissioning Provider.

Midwest is a ComEd, Nicor and People's Gas trade ally and registered with the
Illinois Commerce Commission to install energy efficiency projects.

Midwest Mechanical has also maintained an Energy Star Rated Building since 2010.

### **Vendor Certifications (if applicable)**

96. Provide a copy of all *current licenses, registrations and certifications* issued by federal, state and local agencies, and any *other licenses, registrations or certifications* from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to *licenses, registrations or certifications*. M/WBE, HUB, DVBE, small and *disadvantaged business certifications and other diverse business certifications*, as well as manufacturer certifications for sales and service must be included if applicable.

# Tab 5 – Products and Services

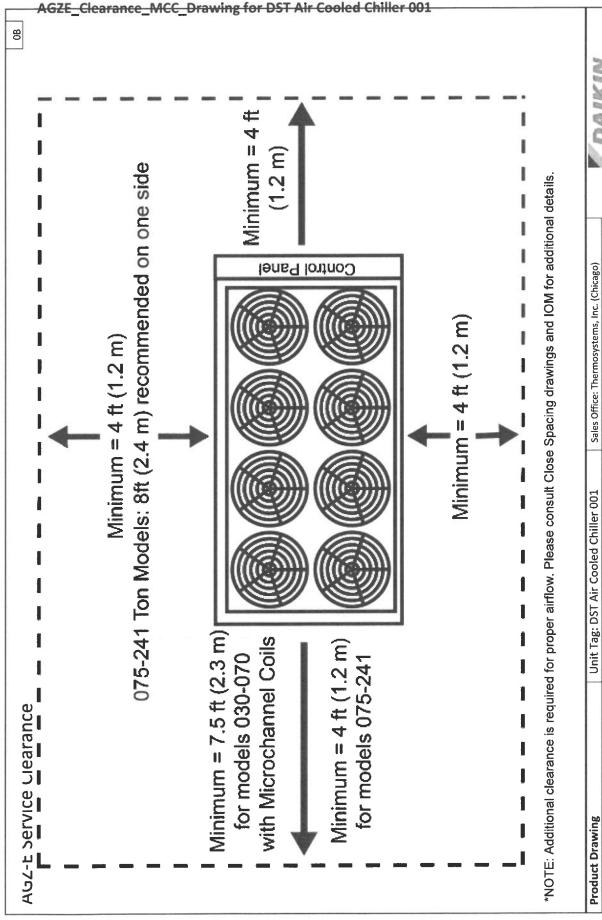
Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories on the following classifications of product:

access to and have sold/installed virtually every major manufactures equipment and services. It is not practical to list available through a wide array of manufacturers offering distinct specifications, performance characteristics, and As an independent mechanical contractor we are not confined to one specific equipment make or model, we have energy efficiency options. As a licensed General Contractor we also have access to the full spectrum of specialty every make and model of equipment available through our extensive vendor network so the items listed below represent a small sampling of some of the common items we frequently provide and install. Each item listed is contractors enabling us to offer your members complete turn-key project solutions.

<u>Note:</u> Specification sheet examples of equipment and supplies <u>our firm</u> has provided, installed, and warrantied recently **are contained in this section**. However, it must be noted that similar detailed information will be provided for every manufacturer that we work with.

# HVAC Refrigeration

- Type: All
- Cooling medium: Air, Water, Refrigerant
- Brand Name(s): All
- Capacity Range (tons):All
- Optional Warranty (components covered & Labor): Multi year warranty options are available Standard Warranty (Parts & Labor): One year Parts and Labor warranty is standard A
- Estimated Lead/Delivery Time: Varies, Based upon manufacturer and type A
- Location of Manufacturing. Different locations around the world
- Range of Efficiencies (KW/Ton): Varies
- Estimated Market Share (North America): Varies based upon manufacturer
- Provide example data on each type of product provided: Limited data is included
- Detail Features & Benefits: The detail provided below is an example of one project and one manufacturer. Additional information can be provided for other manufacturers.



No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the Job specifications.

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

13600 Industrial Park Blvd. Minneapolis, MN 55441

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Dwg Units: in [mm]

Tolerance: +/- 1.0"

Scale: NTS

Sheet: 1 of 1

Ver/Rev:

Feb. 28, 2020

Project Name: NORTH SCHOOL MWM FEB

Product: Air-Cooled Scroll Chiller

Model: AGZ-E

Sales Engineer: Pam Siciliano

Page

### Job Information

Technical Data Sheet

Job Name

NORTH SCHOOL MWM FEB RELEASE

Date

2/28/2020

**Submitted By** 

Pam Siciliano

**Software Version** 

10.50

Unit Tag

**DST Air Cooled Chiller 001** 



Image may not represent ordered unit

Init Overview									
Model Number	Capacity ton	Voltage	Unit Starter Type	ASHRAE 90.1	LEED Enhanced Refrigerant Management Credit				
AGZ140E	139.3	46 <u>0</u> v / 6 <u>0</u> Hz / 3 Ph	Across the Line	'07, '10, '13 & '16	Pass				

Unit	HOLE THE PROPERTY OF THE PARTY.				
Unit Type	Platform	Unit Revision			
Air-Cooled Scroll Compressor Chiller	High Efficiency Packaged	00			
Head Pressure	Tubing				
VFD's w/o Line Reactors [High Efficiency]	Replaceable Filter Dryer with Discharge & Li	iquid Valves, no HGBF			
Unit Controls	Display				
Electronic Expansion Valve	On Controller only				
Refrigerant Type	Refrigerant Weight				
R410A	152 lb (per unit)				
	Pump Controls				
Dual Evaporator	Pumps - Dual Control Output				
	Approval				
	- 1				

### ETL/cETL, AHRI & ASHRAE 90.1

Evaporator

Water Volume:

15.0 gal

**Connection Hand:** 

Universal Connection - Facing out back

**Connection Size:** 

Single Layer Insulation to Suction at each Compressor Insulation:

Entering Fluid Temperature	Leaving Fluid Temperature	Fluid Type	Glycol Concentration	Fluid Flow	Fluid Flow (with glycol) Min / Max	Pressure Drop	Pressure Drop (with glycol) Min / Max	Fouling Factor
53.00 <b>*</b> F	44.00 °F	Water & Propylene	30.0 %	400.0 gpm	144.9 / 603.9 gpm	24.0 ft H₂O	2.70 / 41.4 ft H₂O	0.000100 *F.ft².h/Btu

Note: Evaporator Pressure Drop includes Factory Installed Strainer. Pressure drop without strainer is 18.7. Minimum flow is based on a Variable Flow Pumping System Type and applies to part load conditions only.

Condenser	

Coil Fins: MicroChannel

Guards:

None

Design Ambient Air Temperature	Altitude	Fan Diameter	Minimum Design Ambient Temperature
95.0 °F	0.000 ft	30.0 in	32.0 <b>*</b> F

Job Number: Job Name:

NWW10U

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**NORTH SCHOOL MWM FEB** 

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Input Power	Efficiency (EER)	IPLV.IP* (EER)
159.2 kW	10.50 Btu/W.h	17.24 Btu/W.h
	Input Power	

		Per	formance Poin	ts rated at AHR	l Ambient Reli	ef			
	Unit				Evape	orator		Cond	enser
% Load	Capacity ton	Input Power kW	(EER) Btu/W.h	Fluid Flow gpm	Pressure Drop ft H <sub>2</sub> O	Entering Fluid "F	Leaving Fluid °F	Ambient Air *F	Altitude ft
100.0	139.3	159.2	10.50	400.0	18.7	53.00	44.00	95.0	0.000
90.0	125.3	128.4	11.71	400.0	18.7	52.10	44.00	89.0	0.000
80.0	111.4	103.4	12.93	400.0	18.7	51.20	44.00	83.0	0.000
70.0	97.49	78.65	14.87	400.0	18.7	50.30	44.00	77.0	0.000
60.0	83.56	58.64	17.10	400.0	18.7	49.40	44.00	71.0	0.000
50.0	69.63	44.01	18.99	400.0	18.7	48.50	44.00	65.0	0.000
40.0	55.71	33.32	20.06	400.0	18.7	47.60	44.00	59.0	0.000
30.0	41.78	23.72	21.14	400.0	18.7	46.70	44.00	55.0	0.000
20.0	This load p	oint is belo	w the chiller	minimum lo	ad.				
10.0	This load p	oint is belo	w the chiller	minimum lo	ad.				
	100.0 90.0 80.0 70.0 60.0 50.0 40.0 30.0 20.0	% Load         Capacity ton           100.0         139.3           90.0         125.3           80.0         111.4           70.0         97.49           60.0         83.56           50.0         69.63           40.0         55.71           30.0         41.78           20.0         This load p	Unit         Capacity ton         Input Power kW           100.0         139.3         159.2           90.0         125.3         128.4           80.0         111.4         103.4           70.0         97.49         78.65           60.0         83.56         58.64           50.0         69.63         44.01           40.0         55.71         33.32           30.0         41.78         23.72           20.0         This load point is below	Unit           % Load         Capacity ton         Input kW         Efficiency (EER) Btu/W.h           100.0         139.3         159.2         10.50           90.0         125.3         128.4         11.71           80.0         111.4         103.4         12.93           70.0         97.49         78.65         14.87           60.0         83.56         58.64         17.10           50.0         69.63         44.01         18.99           40.0         55.71         33.32         20.06           30.0         41.78         23.72         21.14           20.0         This load point is below the chiller	Unit           % Load         Capacity ton         Input kW         Efficiency Btu/W.h         Fluid Flow gpm           100.0         139.3         159.2         10.50         400.0           90.0         125.3         128.4         11.71         400.0           80.0         111.4         103.4         12.93         400.0           70.0         97.49         78.65         14.87         400.0           60.0         83.56         58.64         17.10         400.0           50.0         69.63         44.01         18.99         400.0           40.0         55.71         33.32         20.06         400.0           30.0         41.78         23.72         21.14         400.0           This load point is below the chiller minimum load	Unit         Evaped           % Load         Capacity ton         Input kW         Efficiency Efficiency (EER) gpm         Fluid Flow ft H <sub>2</sub> O         Pressure Drop ft H <sub>2</sub> O           100.0         139.3         159.2         10.50         400.0         18.7           90.0         125.3         128.4         11.71         400.0         18.7           80.0         111.4         103.4         12.93         400.0         18.7           70.0         97.49         78.65         14.87         400.0         18.7           60.0         83.56         58.64         17.10         400.0         18.7           50.0         69.63         44.01         18.99         400.0         18.7           40.0         55.71         33.32         20.06         400.0         18.7           30.0         41.78         23.72         21.14         400.0         18.7           20.0         This load point is below the chiller minimum load.	Unit         Evaporator           % Load         Capacity ton         Input kW         Efficiency Btu/W.h         Fluid Flow Fluid Flow Fluid Flow ft H <sub>2</sub> O         Pressure Fluid Flow Fluid Flow Fluid Flow Fluid Flow Fluid Flow Fluid Flow Flow Flow Flow Flow Flow Flow Flow	% Load         Capacity ton         Input ton         Efficiency (EER) Btu/W.h         Fluid Flow gpm         Pressure Drop ft H <sub>2</sub> O         Entering Fluid F	Unit         Evaporator         Cond           % Load         Capacity ton         Input kW         Efficiency Btu/W.h         Fluid Flow ft H <sub>2</sub> O         Pressure ft H <sub>2</sub> O         Entering Fluid F

<sup>\*</sup> IPLV reflects AHRI standard rating conditions with water and does not change with user defined conditions

Note: Evaporator Pressure Drop in this table does Not include strainer. For strainer pressure drop data see 'Evaporator' table on page 1.

Octave band is non 'A' weighted and overall readings are 'A' weighted. Sound data rated in accordance with AHRI Standard-370.

	Type of Sound	d Insulation:	Low Noise (S	Sound Reducti	ion Compressi	or Blankets)					
					Sound Pressu	re (at 30 feet)					
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA	75% Load dBA	50% Load dBA	25% Load dBA
64	59	62	60	56	54	53	45	63	62	60	59
					Sound	Power					
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA	75% Load dBA	50% Load dBA	25% Load dBA
91	86	90	87	82	81	80	72	89	88	86	85

Physical	MERCHANISM BENEFIT OF THE PERCHANGE OF T			
		Unit		
Length*	Height	Width*	Shipping Weight*	Operating Weight*
238 in	99 in	88 in	6555 tb	6674 в

<sup>\*</sup> Shipping and operating weights do not include the weights of any Options or Accessories. Contact Chiller Applications for additional information.

Job Number: Job Name: NWW10U

**NORTH SCHOOL MWM FEB** 

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### Electrical

### **Unit Electrical Data**

Voltage

**Starter Type** 

**Fan Motor Quantity** 

LRA Fan Motor (each)

FLA Fan Motors (each)

460 v / 60 Hz / 3 Ph

Across the Line

10

18 A

3.6 A

Power Connection Type: High Short Circuit Current Rating with Single Point Disconnect Switch and Circuit Protection **Short Circuit Current Rating:** 

65 kA

**Single Point Power Connection** 

MCA:

Compressor Type Scroll Circuit #: Compressor #:

RLA:

**Inrush Current:** 

309.3 A

Fuse Size (recommended):

350 A

MOCP (maximum): Connector Wire Range:

350 A (2) 3/0-500

Compressor Electrical Data		
Compressor Quantity	S	tarter Type
4	Acre	oss the Line
1	2	The officer of the same
3	2	4
73 A	54.5 A	73 A
408 A	310 A	408 A

Nate: Power wiring connections to the chiller may be done with either copper or aluminum wiring. Wire should be sized per NEC and/or local codes. Wire sizing and wire count must fit in the power connection lug sizing listed in latest installation manual. Please contact your local sales office for more information.

### **Options**

### **Basic Unit**

**Control Box Ambient:** 

High Ambient with Exhaust Fans (125ºF maximum)

**Evaporator Strainer:** 

Factory Installed Evaporator Strainer – 175 PSI Pressure Rating

Control

Communication:

**BACnet MS/TP** 

Electrical

Water Flow Indicator:

Thermal Dispersion Type

54.5 A 310 A

### Warranty

Unit Startup

Domestic

Standard Warranty:

1st Year Entire Unit Parts & Labor

Compressor Only; extended 4 years parts only (5 Years Total)

### AHRI Certification



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Unit contains freeze protection fluids In the evaporator With a leaving chilled fluid temperature above 32°F [0°C] and is certified When rated per the Standard With water. Certified units may be found in the AHRI Directors at yours abridinectors are

### Accessories

### Optional

**Part Number** 

Description

332320106

Spring Isolator Kit; AGZ: PKGD, 140-150E (non-Seismic)

Job Number: Job Name:

NWW10U

NORTH SCHOOL MWM FEB

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### Indoor Air Quality Products and Devices

- > Type: Midwest offers all types of Indoor Air Quality products. Midwest Mechanical has a unique distribution agreement with GPS, a manufacturer of Needlepoint Bipolar Ionization
- > Brand Name(s): GPS and others
- ➤ Capacity Range: all ranges
- Standard Warranty (Parts & Labor): one year parts and labor
- > Optional Warranty (components covered & Labor): all options available
- > Estimated Lead/Delivery Time: Varies
- Location of Manufacturing (City, State or Country): Locations around the USA and world
- > Range of Efficiencies : All
- > Estimated Market Share (North America): N/A
- > Provide example data on each type of product provided : See product detail below
- > Detail Features & Benefits: **Below is an example of a product which is distributed by Midwest Mechanical**





Engineering Air for a Cleaner World"

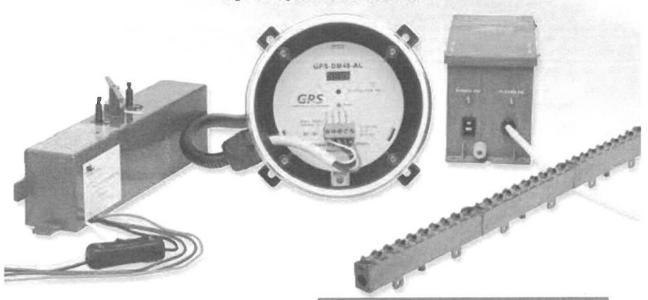




With over 30 patents and more than 1 50,000 installations worldwide using our NEED LEPOINT BIPOLAR IONEATION technology, also known as NPBI, GPS is truly the Indoor Air Quality (IAQ) revolutiONIZER.

Our proven technology delivers clean indoor air that is safe and healthy – producing neither ozone no rother hammful by-products. All our NPBI products are UL and CE approved. Through NPBI, our products purify the air by eliminating airborne Particulates, Odors and Pathogens. All this while saving you 30% on Energy consumption and lowering your carbon footprint by reducing outdoor air intake by up to 75%.

### Engineering Air for a Cleaner World"



### GPS FACT: GPS can be installed in any system in any building...

- + Agriculture
- Airports
- · Animal Care
- + Arenas & Stadiums
- + Banks
- Casinos
- + Child Care
- Convention Centers
- Fitness
- Food Service
- Healthcare

- + Hospitality
- + Hospitals
- + Institutional
- + Manufacturing
- Office Building
- + Retail
- Schools & Universities
- + Senior Care
- Transportation
- Theater
- Worship

# Truly a revolutiONIZER A pioneer with many innovations:

- with universal power supply with auto-cleaning duct-mounted design to use carbon fiber brush needlepoint emitters with ionization bar with flex ible ionization strip modular ionization bar to achieve UL 867 Ozone Standard AND ONLY to pass the RCTA DO-160 standard for aircraft to be installed on a commercial jet to be certified by FAA to be installed in commercial hand dries. AND ONLY to receive UL 2998 Ozone Free Certification to receive OS PHD seamic (OSP) certification

### GPS DELIVERS P.O.P.E.



### Particle Reduction

The GFS NPBI technology reduces airborne particles (i.e., dust, pet dander, pollen) through agglomeration. The ions attach to the airborne particles. The particles are subsequently attracted to one another effectively increasing their mass and size. The airfiltration system easily captures the larger particles, increasing the capture efficiency of your HVAC system.



Pathogen Reduction
During the GPS cleaning process the NPBI technology attacks and kills viruses, mold spones and bacteria. The ions steal away hydrogen from the pathogens, leaving them to die, and leaving you with clean and healthy indoor air.



### Odor Reduction

During the GPS cleaning process chemical, pet, cooking, and other odors are broken down into basic harmless compounds, leaving the indoor air fresh smelling and free of odor causing VOCs.



### Energy Saving

GPS' environmentally friendly cleaning process allows commercial buildings to significantly reduce the amount of outdoor air required to operate. This equates to a safer, more comfortable environment that requires up to 30% less energy to condition.

### THE GPS ADVANTAGE

	GPS NPBI	OTHER BPI	CORONA DISCHARGE	HEPA FILTERS	CARBON FILTERS	ULTRAVIOLET (UV)	UV-PCC
Produces Harmful Byproducts	None	Yes	Yes	No	No	Yes	Yes
Reduces Airbome Particles	V	Yes	Yes	Yes	No	No	No
Destroys VOCs	V	Yes	Yes	No	Captures	No	Yes
Kills Pathogens	V	Yes	Yes	No	Captures	Yes	Yes
Reduces Energy Cost	30%	Yes	Yes	No	No	No	No
Ut 2998 No-Ozona Certified	V	No	No	N/A	N/A	N/A	N/A
Treats In-Room Air	V	Yes	Yes	No	No	No	No
No Replacement Parts	V	No	No	No	Мо	No	No
Auto Self-Cleaning	V	No	No	No	No	No	No
Simple to Install	V	No	No	No	No	No	No
Low Total Cost	V	Yes	No	No	No	No	No

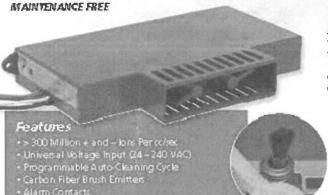
# **AUTO-CLEANING NPBI**

# GPS-FC48-AC"

An automatic self-cleaning, lightweight NPBI system that handles up to 4,800 CFM or 12 tons. Designed for multiple mounting options including fan inlet, interiorduct walk orfloors. The composite construction allows for mounting in corrosive environments.

# Features

- > 400 Million + and lors Percc/sec
   + Universal Voltage Input (24 240 VAC)
   + Programmable Auto-Cleaning Cycle
   + Carbon Fiber Brush Emitters
   + Alarm Contacts



CARBON FIBER EASTTERS

UNIVERSAL VOLTAGE

GPS-FC24-AC"

An automatic self-cleaning, lightweight NPBI system that handles up to 2,400 CFM or 6 tons. Designed for multiple mounting options including fan inlet, interior duct walk or floors. The composite construction allows for mounting in corrosive environments.

### **APPLICATIONS**

- + Agriculture
- · Airports
- · Animal Care
- Arenas & Stadiums
- Banks
- Cas inos
- + Child Care
- Convention Centers
- Fitness
- Food Service
- · Healthcare

- · Hospitality
- + Hospitals
- + Institutional
- + Manufacturing Office Building
- Retail
- 5chools & Universities
- + Senior Care
- Transportation
- Theaters
- + Worship

# GPS-DM48-AC™

The world's first automatic self-cleaning, duct mounted, lightweight NPBI electronic air cleaner. The maintenance free unit is designed for indoor or outdoord act mounting and can handle up to 4,800 CFM or 12 tons.

# **Features**

- + > 400 Idillion + and lons Percchet

  + Universal Wolfage Input (24 240 VAQ)

  + Programmable Auto-Cleaning Cycle

  + Carbon Fiber Brush Emitter

  + Alarm Contacts

  + 344 Quick Turn Duct Adapter



2016 IAQ GOLD AWARD WINNER



# **BARS & STRIPS**

# Feat ures

- +> 140 Million + and lone Per Inchito/se
   + Universal Voltage Selector Switch
   + Six HV Output Ports
   Alarm Contacts
   Illuminated On/Off Switch
   Plasma on Indication Light
   UL 2998 Ozone Free



The GPS-iMOD is a modular NPBI system that is field assembled to any length up to 240 inches in 6-inch increments. The fiberglass composite and carbon fiber GPS-IMOD can be mounted in corrosive environments. It can treat 50 - 250 CFM per inch of bar, depending on the application.





OSHPD



The GPS-iRIB is available in 18" and 36" lengths. They are made from a flexible chemical, heat and cold resistant Kapton<sup>®</sup> material containing a circuit with special carbon fiber ion emitters soldered into the circuit traces. This mechanism is engineered to deliver the highest level of ionization with the least amount of energy in the most compact size. Designed for 3200 CFM or 8 tons.

- > 35 Million + and lors Per Footycesec
   Fold-To Length Circuit
   Local LED Power Indication
   integral Control Relay for BAS Interface
   Velcro® for Easy Installation
   Voltage Input 110VAC to 240VAC

# Perfect For

- Traditional Split Systems
- · Ductless Mini Splits
- Heat Pump PTACs
- Ducted Modules
- Fan Coils





# GPS-NEMA4-OE

The GPS-NEMA4-OE is a NEWA 4X-rated fiberglass enclosure designed to house one GPS-IMOD power supply. The panel adds a superior finished look to any project while providing the required protection against foreign substances, such as water and dust, when power supplies are mounted in non-NEMA 1. rated environment.

# COMPACT NPBI

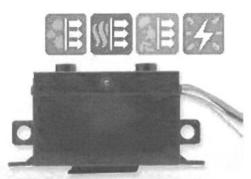


# GPS-FC-1"/GPS-FC-2"

The GPS-FC series is designed to be mounted inside fancoils, heat pumps, PTACs, ductless minisplits and air handlers up to 1,200 GM or 3 tons. Their compact size allows them to be mounted almost anywhere in just a few minutes.

# Features

- > 25 Million + and lons Percoker
   GPS-FC-1 Powered by 110 120 Volts AC
   GPS-FC-2 Powered by 208 240 Volts AC
   Carbon Fiber Brushes
   LED Operation Status
   Carbon Fiber Brush Emitters



# GPS-FC-3-BAS"

The GPS-FC-3-BAS unit is designed to be mounted inside fan coik, heat pumps, PTAG, ductless min isplits, and air handlers up to 3,200 CFM or 8 tons. Its compact size and simple mounting requirements allow it to be quickly mounted almost anywhere.

# Feat ures

- >> 170 Million + and Ions Percoñec.
  Powered by 24 Volts AC.
  Carbon Fiber Brush Emitters.
  BAS A larm Contacts.
  LED Operation Status.

# SENSORS & MEASUREMENTS

# GPS-IMEASURE"

The GPS-iMEASURE is the first commercially available ion detector that can be permanently mounted in the space to measure ion levels in real time and report back to a BAS.



# GPS-IMEASURE-D™

The GPS-iMEASURE-D ion detector is permanently mounted in the duct downstream of any GPS ionization device. It measures ion levels in real time and reports back to a BAS. It includes three sensitivity levels; 20,000/200,000/2,000,000 ions/tc/sec that can be set based on the application and in-duct location.

# MONITOR IN-DUCT IONIZATION LEVELS • 20,000 to 2M lore&c • Input Voltage 12 to 24V AC or DC • LED Operation Status



# GPS-IDETECT-P"

The GPS-iDETECT-P is a plenum-mounted ionization detector that confirms the output from the GPS-IMOD. The GPS-iDETECT-P provides the ability to monitor ionization status in a plenum to confirm that the ionization equipment is working properly.

## Feat unes

- Universal Voltage Input 1,000 200,000,000 loratic (+ or -)
- + 0-100% Humidity

# How Ionization Works

GPS' NPBI technology works to safely clean the air inside industrial, commercial and residential buildings. The patented technology uses an electronic charge to create a plasma field filled with a high concentration of + and + ions. As these ions travel with the air stream they attach to particles, pathogens and gas molecules. The ions help to agglomerate fine submicron particles, making them filterable. The ions kill pathogens by robbing them of life-sustaining hydrogen. The ions breakdown harmful VOCs with an Electron Volt Potential under twelve (eV<12) into harmless compounds like  $O_x$ ,  $O_x$ ,  $N_x$ , and  $H_i$ O. The ions produced travel within the air stream into the occupied spaces, cleaning the air everywhere the ions travel, even in spaces unseen.



# What is an Ion you may ask?

An ion is a molecule or atom that is positively or negatively charged, meaning that is has electrons to give or needs electrons to become uncharged, thus becoming stable.

# Mother Nature's May of Cleaning

GPS' technology generates the same ions as Mother Nature creates with lightning, waterfalls, and ocean waves. Mother Nature uses energy to break apart molecules. It is nature's way of cleansing the air naturally and creating a healthy environment. The only difference is that GPS' technology does it without forming ozone or other harmful by products.

GPS' NPBI technology has been certified by UL 867 and UL 2998 to be ozone free.





# 3rd Party Testing Summary

Pathogen	Time in Chamber	KillRate	Test Agency
luberculos is	60 minutes	69.09%	EMSL
Clostridium Difficile	30 minutes	86.87%	EMSL
Morovirus	30 minutes	93.50%	ATS Labs
MRSA	30 minutes	96.24%	EMSL
Staphylococcus	30 minutes	96.24%	EMSL
Mold Spores	24 hours	99.50%	GCA
Ecoli	15 minutes	99.68%	EMSL
Legione lla	30 minutes	99.71%	EMSL

Airborne Mold Spores Reduced by 95%



www.GlobalPlasmaSolutions.com

GPS	PRODUCT	CHARI	
AUTO-CLEANING LINE	WOLTAGE	CFM RATING	IOHS/tc/sec
GPS-FC24-AC	24-240 VAC	2,400	> 300 million
GPS FG48-AC	24-240 VAC	4900	> 400 million
GPS-DM48-A.C	24-240 VAC	4,900	> 400 million
COMPACTLINE	VOLTAGE	CFM RATING	IONS/solves
GPS-FC-1	110-120 VAC	1,200	> 25 million
GPS-FC-2	208-240 VAC	1,200	> 25 million
GPS-FC3-BAS	24 VAC	3,200	> 170 million
BARS & SIR PS LINE	VOLTAGE	CFM RATING	IOH S/tic/sec
GPS-IMOD	24-240 VAC	50-250 CFM/inch	> 140 million/in
GPS-iRIB-18	110-240 VAC	3,200	>35 m lon/ft
GPS-IRIB-36	110-240 VAC	3,200	>35 million/ft

Aviation Application

GPS technology is the only active air purification system that has been designed and approved to operate in commercial and private air raft. Aviation applications require passing the stringent RTCA DO-160 test proving the technology does not generate EME, line noise or interfere with the avionics in any way. This is important to note because GPS' technology is used in many healthcare applications and will not cause interference with the imaging equipment.







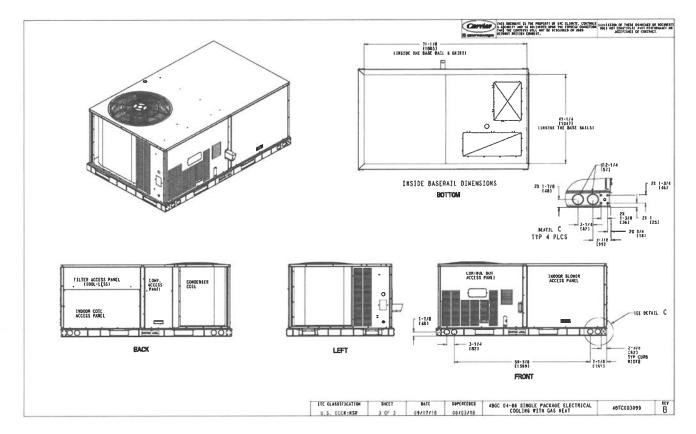
Engineering Air for a Cleaner World"

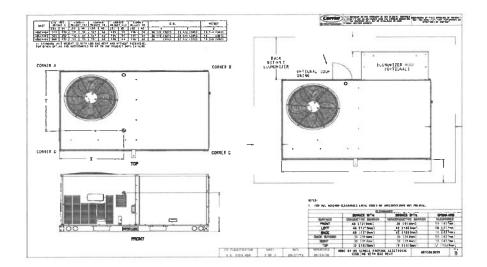
980-279-5622 www.GlobalPlasmaSolutions.com

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# Unitary

- > Type: Every type of unitary equipment
- Brand Name(s): All
- > Capacity Range: All
- > Heating Medium: Electric, Gas, Hot Water, Steam
- > Cooling Medium :DX, Chilled Water
- > Standard Warranty (Parts & Labor): One year parts and labor warranty is standard
- > Optional Warranty (components covered & Labor): Mulit year warranties are available
- > Estimated Lead/Delivery Time: Varies based upon manufacturer and type
- > Location of Manufacturing: Various sites around the world
- > Range of Efficiencies (EER, SEER, COP): Varies based upon product
- > Estimated Market Share (North America): Varies based upon manufacturer
- > Provide example data on each type of product provided
- > Detail Features & Benefits





1	Init	Da	ra	m	oto	rc

Unit Model: 48GCEM04A1M6-2U2C0

**Two Stage Cooling Models** 

Dimensions (ft. in.) & Weigi	ht (lb.) ***
Unit Length:	6' 2.375"
Unit Width:	3' 10.625''
Unit Height:	2' 9.375"
*** Total Operating Weight:	813 lb

<sup>\*\*\*</sup> Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

# **Lines and Filters**

Return Air Filter Type: \_\_\_\_\_Throwaway

Return Air Filter Quantity: \_\_\_\_\_2

Return Air Filter Size: \_\_\_\_\_16 x 25 x 2

# **Unit Configuration**

Direct Drive - EcoBlue - Standard Static
Al/Cu - Al/Cu - Louvered Hail Guards
RTU Open Controller
Temp Ultra Low Leak Economizer w/Baro Relief Powered
Convenience Outlet
Non-Fused
Disconnect Standard
Packaging

# Warranty Information

1-Year parts(std.)

5-Year compressor parts(std.)

10-Year heat exchanger - Aluminized(std.) No

optional warranties were selected.

NOTE: Please see Warranty Catalog 500-089 for explanation of policies and ordering methods.

# Ordering Information

Part Number	Description	Quantity
48GCEM04A1M6-2U2C0	Rooftop Unit	1
	Base Unit	
	Al/Cu - Al/Cu - Louvered Hail Guards	
	Powered Convenience Outlet	
	Non-Fused Disconnect	
	RTU Open controls Ultra Low Leak Temp Econo 2, baro relief-Meets Calf. Title 24 FDD & Leak Rate	
Accessories		
CRRFCURB002A01	24-inch Tall Roof Curb	1

# Air handling

- > Types: Midwest Mechanical provides all types of Air Handling equipment including packaged AHU's, built up AHU's, custom AHU's, Make up air systems, coil sections, fan arrays, etc.
- > Brand Name(s): All Major manufacturers
- > Fan Types: Midwest Mechanical provides every type of fan system
- > Capacity Range (CFM): All capacities
- > Heating Medium: Electric, Gas, Steam, Hot Water, VRF
- > Cooling Medium: DX, Chilled water, Ammonia
- > Standard Warranty (Parts & Labor): Standard warranty is one year
- > Optional Warranty (components covered & Labor): Mulit year warranties are available
- > Estimated Lead/Delivery Time: Varies based upon manufacturer and type
- > Location of Manufacturing: The products Midwest uses are manufactured in many different locations around the world
- > Estimated Market Share: Varies based upon manufacturer
- > Provide example data on each type of product provided: Below is an example of one specific type of equipment. Additional submittals available upon request
- Detail Features & Benefits

Table of Contents	
Drawing for AHU-1 fan array	4
Fan Curve for AHU-1 fan array	11
Technical Data Sheet for AHU-1 fan array	13

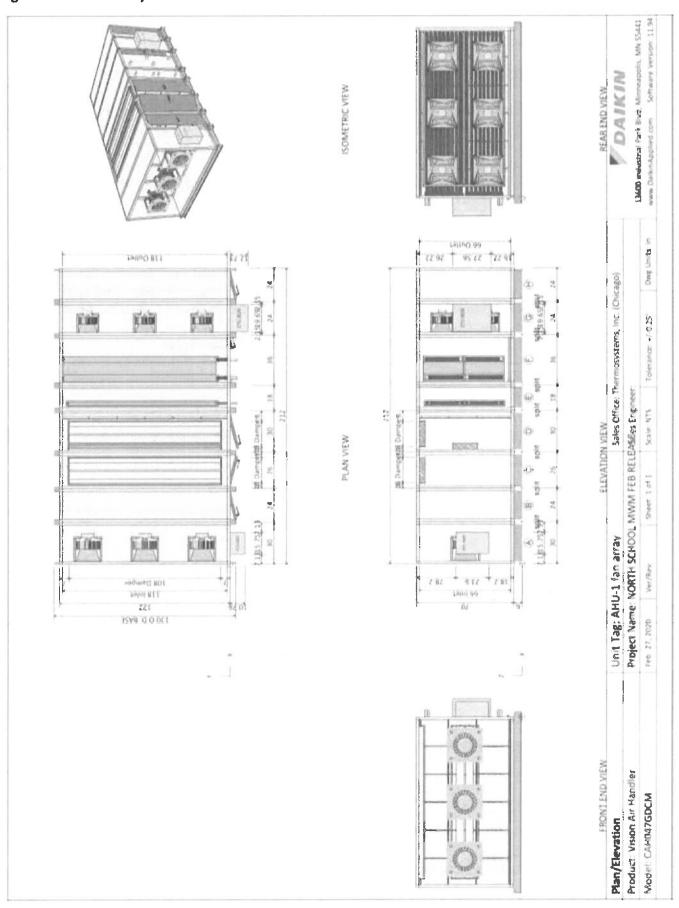
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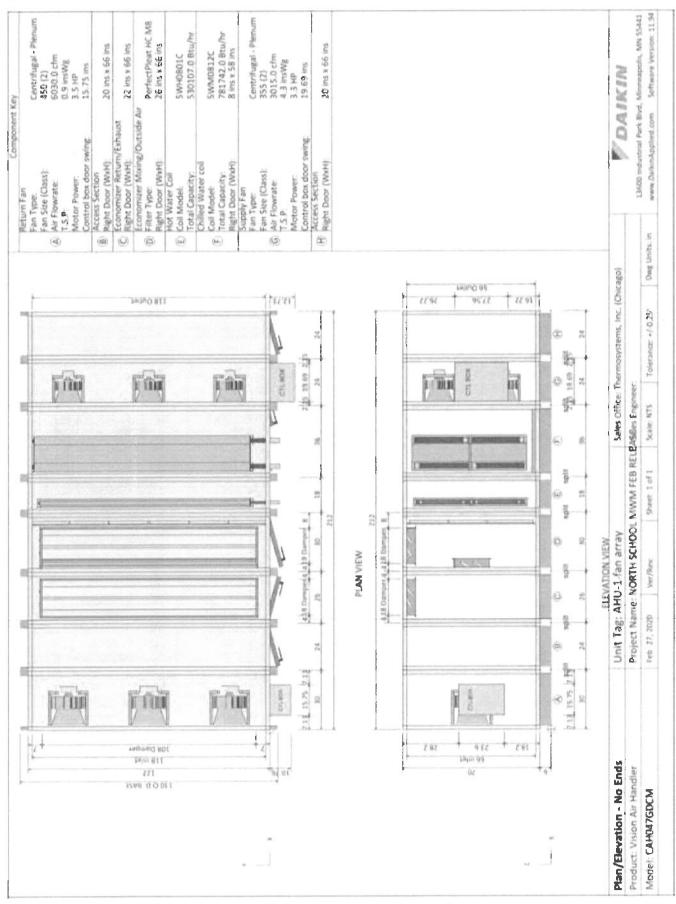
**NORTH SCHOOL MWM FEB** 

Page 3 of 18 Prepared Date:

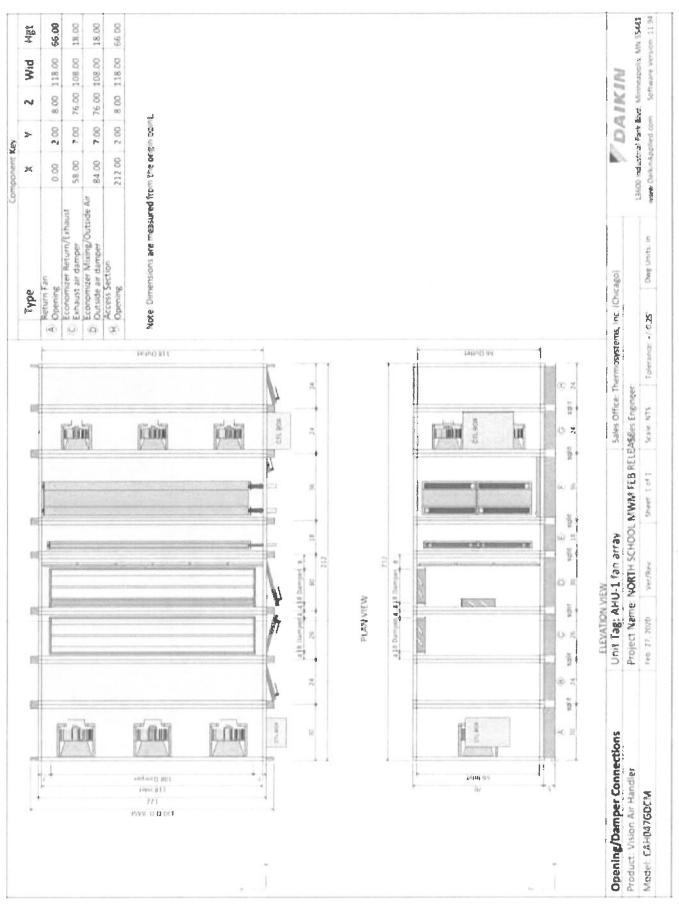
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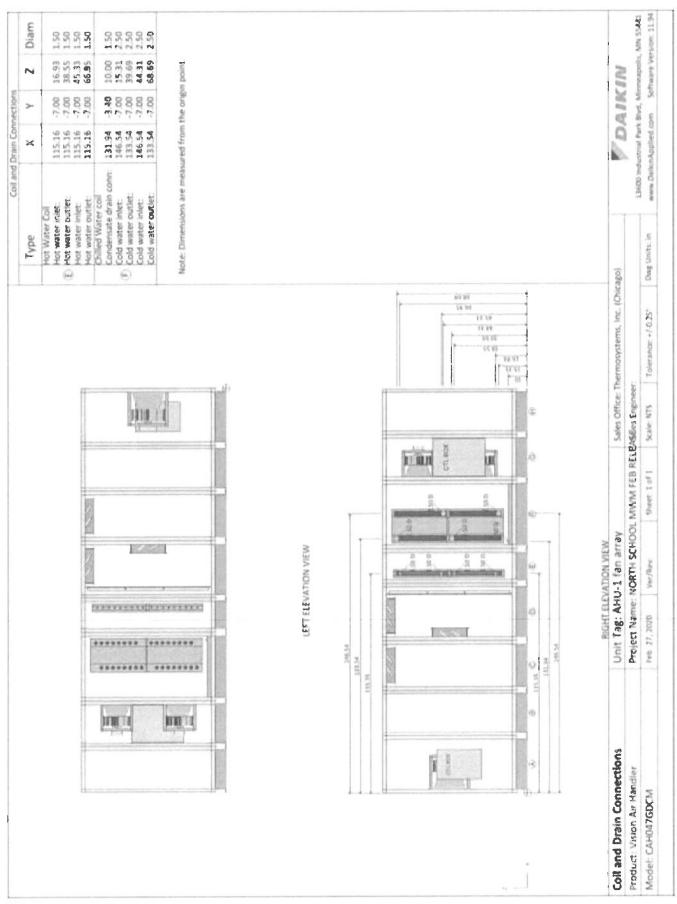
www.DaikinApplied.com

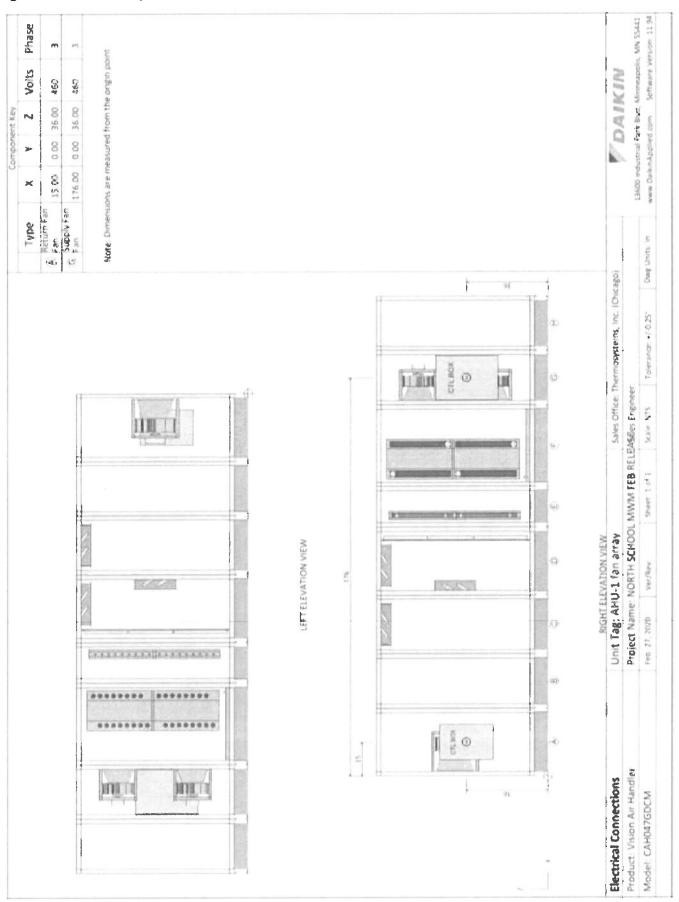


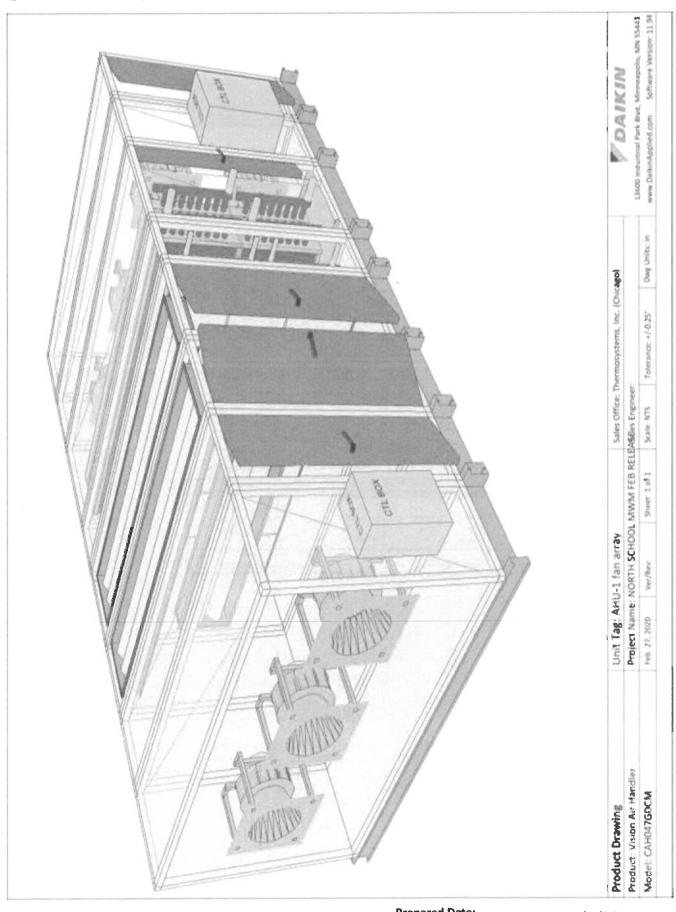


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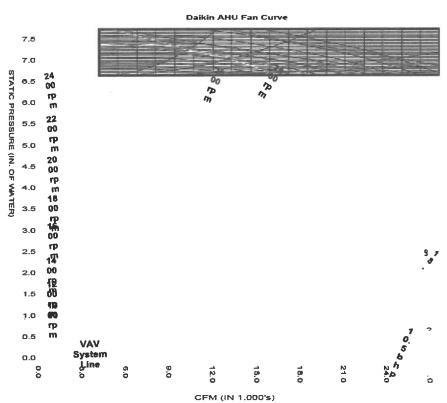
Job Number:

NWW10U NORTH SCHOOL MWM FEB

Page 10 of 18 **Prepared Date:** 

2/27/2020 www.DaikinApplied.com

# Fan Curve for AHU-1 fan array



Air volume	18090	cfm	Fan speed	2024	rpm
					rpm
Total static	0.89	insVVg	Mex speed	2600	
Brake horsepower	6.3	bhp			%
MinimumCFM	1563	cfm	Efficiency	40.1	

Job Number: Job Name:

NWW10U

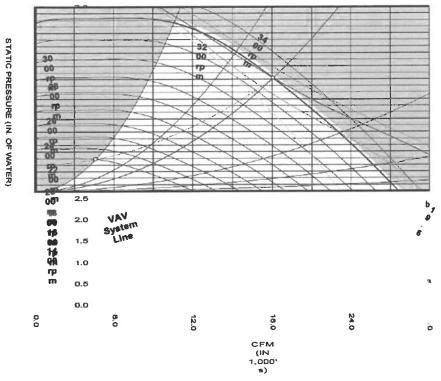
NORTH SCHOOL MWM FEB

Page 11 of 18 Prepared Date:

2/27/2020 www.DaikinApplied.co

# Fan Curve for AHU-1 fan array

# Daikin AHU Fan Curve



Air volume	18090	cfm	Fan speed	3205	rpm
Total static	4.29	insWg	Max speed	3230	man
Brake horsepower	18.0	bhp	Efficiency	68.0	%
Minimum CFM	4610	cfm	Minimum Fan Speed	1395	rpm
Redundancy	89.3	%	Motor Speed	3230	rpm

Job name

# Technical Data Sheet for AHU-1 fan array

Job Information

Technical Data Sheet

Job Name

Date

NORTH SCHOOL MWM FEB RELEASE

**Submitted By** 

February 27 2020

**Software Version** 

AHU-1 fan array



Model Number Air Volume		Supply					Return/Exhaust					
	Air	Static Pressure		External Dimensions		Air	Static Pressure		External Dimensions			
	Volume	External inWc	Total inWc	Height in	Width	Length in	Volume cfm	External inWc	Total inWc	Height in	Width in	Length in
CAH047GDCM	18090	2.00	4.29	70*	122*	132	18090	0.75	0.89	70*	122*	80

<sup>\*</sup>Not including base rails, coil connectors, drain connectors and control boxes.

Unit

Model Number: CAH047GDCM

Approval:

ETL Listed / ETL Listed to Canadian Safety Standards (ETL Label / ETLc Label)

Outer Panel:

24 gauge G90 Galvanized Steel (unpainted)

Liner:

24 gauge Galvanized Steel (unless noted per section)

Insulation:

R-13 Injected Foam

**Unit Configuration:** 

Inline horizontal

Drive (Handling) Location:

2 in

6" formed channel

Wall Thickness:

Aftitude:

Parts Warranty: Standard One Year

Return/Exhaus	t Fan Array	Compon	ent: 1	Length: 3	30 in		Shipping Section	:1
				Fan Performance				
Air Volume*	Static Pressure		Brake	Speed		Fan Circuit		
External		Total	Cabinet	Horsepower*	Operating Maxim		МОР	MCA
6030 cfm	0.75 inWc	0.89 inWc	$0.00~\mathrm{inWc}$	2.10 внр	2024 rpm	2600 грп	15.0 A	14.6 A
				Fan Data				
Fan Type	Blade Type	Class Quantity of Fans		Wheel Diameter	Number of B	lades	Discharge	Motor Location
ECM / 1x3:3	Airfoil /	N/A	3	17.71 in	5		Axial	Behind Fan
				Motor Data				
Power	Electrical S	upply	Speed	Control Signal	Supplier	r Lock	Rotor Current*	Full Load Current
3.5 HP 460/60/3 V/Hz/Phase			2140 rpm	0-10V	EBM-Papst		4.50 A 4.50 A	
				Fan Options				
	Isolator Type	: Rigid						
			VFD	/Starter/Disconnect	Data			
	Selection Type	: Integra	ted Drive		Vendor:		Daikin Applied	
		_	Disconnect w/ motor starter		Voltage: 4		460 v	
	Disconnect Type				Height x Width x Depth:			
	Mounting:		ide		Enclosure:			
				Panel				
	Location			Width			Opening	
Ren	novable panels	S		- in			Outward	d
				Notes				

<sup>\*</sup> after a unit label denotes the data for an individual fan.

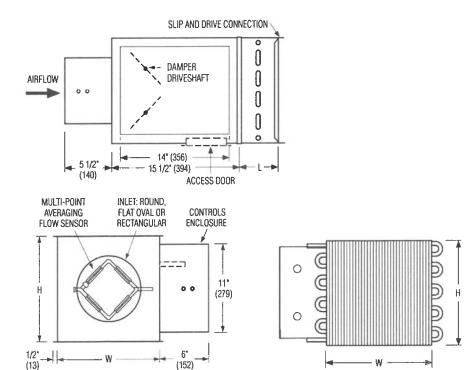
# Air Terminal Devices and Heating Products

- > Type: Midwest Mechanical provides all types of Air Terminal devices and heating products used in commercial HVAC. The list includes VAV components, Fan coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation, VRF units, etc.
- > Brand Name(s): Midwest Mechanical supplies all major Brand Names
- > Capacity Range (CFM): Our products cover all capacity ranges
- > Heating Medium: Electric, Gas, Steam, Hot water, VRF
- > Cooling Medium: DX, Chilled Water
- > Standard Warranty (Parts & Labor): Midwest Mechanical's standard warranty is one vear
- > Optional Warranty (components covered & Labor): **Optional warranty terms are** available
- > Estimated Lead/Delivery Time: Varies based upon manufacturer and product
- ➤ Location of Manufacturing: **Products used by Midwest Mechanical are manufactured in various parts of the world**
- > Estimated Market Share (North America): Varies based upon manufacturer and product
- Provide example data on each type of product provided: Below is an example of the types of equipment provided by Midwest Mechanical. Further detail will be provided for each individual project
- > Detail Features & Benefits below

D30RW Single Duct Terminal Unit with Hot Water Reheat • Digital

Ict Terminal Unit with Hot Water Reheat • Digital Nation Industries Inc.

Items: 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 23, 25, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41; Tags: VAV-9; VAV-10; VAV-11; VAV-12; VAV-14; VAV-15; VAV-23; VAV-24; VAV-25; VAV-97; VAV-98; VAV-99; VAV-100A; VAV-100D; VAV-10DD; VAV-102-2; VAV-132-1; VAV-136; VAV-137A; VAV-137-1; VAV-137-2; VAV-147; VAV-147; VAV-H1; VAV-H2; VAV-H3; VAV-H4; VAV-H5; VAV-H6; VAV-H7







\*Controls Enclosure optional with field mounted controls

# **DIMENSIONAL DATA**

Unit Size	Inlet Size	Air Flow Range cfm (I/s)	Width (W)	Height (H)	Inlet Size (Nominal)	Coil Length (L) 1&2 Rows	Coil Connections 2 Row
_	_	0-550	10	10	5 7/8	5	7/8
6	ь	(0 – 260)	(254)	(254)	(149) Round	(127)	(22)
12	12	0 – 2500	18	12 1/2	12 15/16 x 9 13/16	5	7/8
12	12	(0 – 1180)	(457)	(318)	(329 x 249) Oval	(127)	(22)

Access Door
8 x 5
8 x 5
, ,

Maximum airflow limit | based upon 1.5" w.g. (373 Pa) max. differential pressure signal from Diamond Flow Sensor.

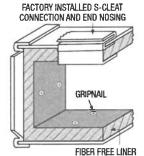
O.D. male solder sweat connections.

:



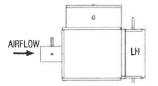
- 16 ga. (1.61) corrosion-resistant steel inclined opposed blade damper with extruded PVC seals. 45° rotation, CW to close. Tight close-off. Damper leakage is less than 2% of the terminal rated airflow at 3" w.g. (750 Pa)
- 1/2" (13) dia. plated steel drive shaft. An indicator mark on the end of the shaft shows damper position
- Multi-point averaging Diamond Flow Sensor. Aluminum construction. Supplied with balancing tees
- 1/2" (13) Copper tubes and aluminum ripple fins, 10 per inch
- D1 Digital Controls: Unknown, Factory Mounted (Supplied by Others)
- MA Damper Actuator: By Controls Manufacturer
- OL 22 ga. (0.86) zinc coated steel casing, mechanically sealed, low leakage construction, left hand (determined when looking opposite in the direction of airflow)
- · QF Toggle disconnect switch
- FG2 3/4" (19) Fiber Free Liner
- FN Full NEMA 1 type 24V Controls Enclosure
- FP Access Door
- FS Hanger Brackets
- W2L Hot Water Coil: 2 Row, Left-hand

## FG2 - Fiber Free Liner



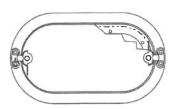
- 3/4" (19) thick closed cell elastomeric foam Meets requirements:
- UL 181 & 723
- ASTM E 84, C 209 & C 665
- CAN/ULC S102-M88

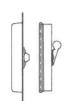
# OL/W2L - Top View Orientation- Controls Location, Hot Water Coil Connection



Left Hand Controls Location/Left Hand Hot Water Coil Connection

# FP - Access Door





- Ultra-low leakage, flat oval design
- 22 ga. (0.86) galvanized steel flanged frame and door panel
- 1" (25) insulation with 22 ga. (0.86) galvanized steel backing plate
- Positive bulb door seal
- Plated steel camlock fasteners

Project: Engineer: JAMIE McGEE ELEMNTARY SCHOOL (FPB & VAV)

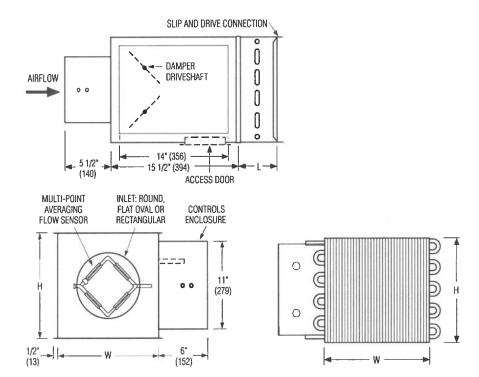
**Version No:** 

Date:

3/19/2020 3.78.00 Rev.11



Items: 2, 9, 20, 21, 22, 24, 26, 28; Tags: VAV-4; VAV-22; VAV-127; VAV-128; VAV-128-1; VAV-131; VAV-132-2; VAV-133







Right-hand controls location shown

# **DIMENSIONAL DATA**

Unit	Inlet	Air Flow Range	Width	Height	Inlet	Coil Length (L)	Coil Connections
Size	Size cfm (I/s		(W) (H)		Size (Nominal)	1&2 Rows	2 Row
	_	0-550	10	10	5 7/8	5	7/8
6	6	(0 – 260)	(254)	(254)	(149) Round	(127)	(22)
12	12	0 – 2500	18	12 1/2	12 15/16 x 9 13/16	5	7/8
12   12		(0 – 1180)	(457)	(318)	(329 x 249) Oval	(127)	(22)

Access Door	
8 x 5	
8 x 5	

Maximum airflow limit | based upon 1.5" w.g. (373 Pa) max. differential pressure signal from Diamond Flow Sensor.

O.D. male solder sweat connections.

	EA	Tι	ID	EC
ГΙ	ᇚ	ıv	'n	LJ

Project: Engineer: JAMIE McGEE ELEMNTARY SCHOOL (FPB & VAV)

Date:

3/19/2020

**Version No:** 

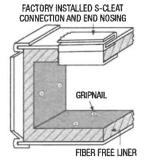
3.78.00 Rev.11

<sup>\*</sup>Controls Enclosure optional with field mounted controls



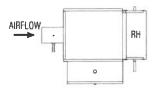
- 16 ga. (1.61) corrosion-resistant steel inclined opposed blade damper with extruded PVC seals. 45° rotation, CW to close. Tight close-off. Damper leakage is less than 2% of the terminal rated airflow at 3" w.g. (750 Pa)
- 1/2" (13) dia. plated steel drive shaft. An indicator mark on the end of the shaft shows damper position
- Multi-point averaging Diamond Flow Sensor. Aluminum construction. Supplied with balancing tees
- 1/2" (13) Copper tubes and aluminum ripple fins, 10 per inch
- D1 Digital Controls: Unknown, Factory Mounted (Supplied by Others)
- MA Damper Actuator: By Controls Manufacturer
- OR 22 ga. (0.86) zinc coated steel casing, mechanically sealed, low leakage construction, right hand (determined when looking in the direction of airflow)
- QF Toggle disconnect switch
- FG2 3/4" (19) Fiber Free Liner
- FN Full NEMA 1 type 24V Controls Enclosure
- FP Access Door
- FS Hanger Brackets
- W2R Hot Water Coil: 2 Row, Right-hand

### FG2 - Fiber Free Liner



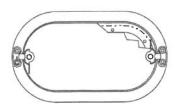
- 3/4" (19) thick closed cell elastomeric foam Meets requirements:
- UL 181 & 723
- ASTM E 84, C 209 & C 665
- CAN/ULC S102-M88

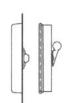
# OR/W2R - Top View Orientation- Controls Location, Hot Water Coil Connection



Right Hand Controls Location/Right Hand Hot Water Coil Connection

#### FP - Access Door

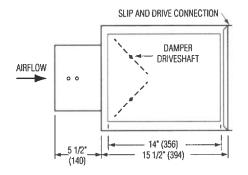




- · Ultra-low leakage, flat oval design
- 22 ga. (0.86) gaivanized steel flanged frame and door panel
- 1" (25) insulation with 22 ga. (0.86) galvanized steel backing plate
- Positive bulb door seal
- Plated steel camlock fasteners

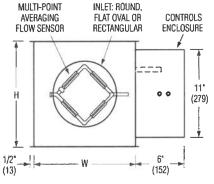


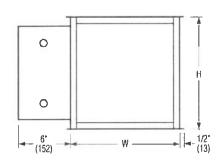
Item: 27; Tags: VAV-132-3











Right-hand controls location shown

#### **DIMENSIONAL DATA**

Unit Size	Air Flow Range cfm (i/s)	Width (W)	Height (H)	Inlet Size
12	0 – 2500	18	12 1/2	12 15/16 x 9 13/16
	(0 – 1180)	(457)	(318)	(329 x 249) Oval

Maximum airflow limit is based upon 1.5" w.g. (373 Pa) max. differential pressure signal from Diamond Flow Sensor.

# **FEATURES**

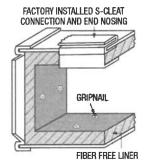
- 16 ga. (1.61) corrosion-resistant steel inclined opposed blade damper with extruded PVC seals. 45° rotation, CW to close. Tight close-off. Damper leakage is less than 2% of the terminal rated airflow at 3" w.g. (750 Pa)
- 1/2" (13) dia. plated steel drive shaft. An indicator mark on the end of the shaft shows damper position
- Multi-point averaging Diamond Flow Sensor. Aluminum construction. Supplied with balancing tees
- D1 Digital Controls: Unknown, Factory Mounted (Supplied by Others)
- MA Damper Actuator: By Controls Manufacturer
- OL 22 ga. (0.86) zinc coated steel casing, mechanically sealed, low leakage construction, left hand (determined when looking opposite in the direction of airflow)
- QF Toggle disconnect switch

<sup>\*</sup>Controls Enclosure optional with field mounted controls



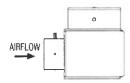
- FG2 3/4" (19) Fiber Free Liner
- FN Full NEMA 1 type 24V Controls Enclosure
- FS Hanger Brackets

# FG2 - Fiber Free Liner



- 3/4" (19) thick closed cell elastomeric foam Meets requirements:
- UL 181 & 723
- ASTM E 84, C 209 & C 665
- CAN/ULC S102-M88

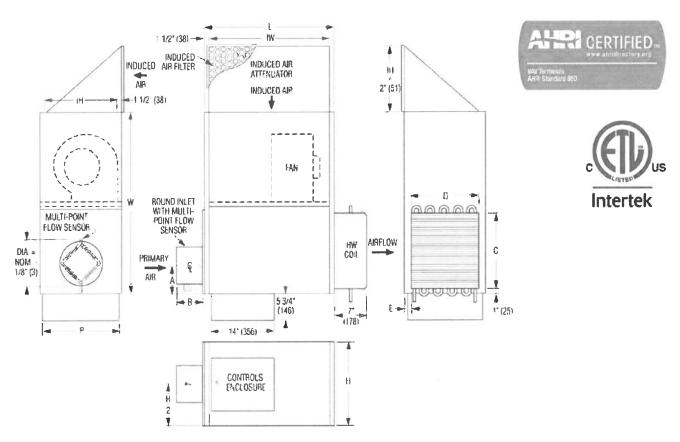
# **OL - Top View Orientation- Controls Location**



Left Hand Controls Location



Items: 42, 43, 45, 47, 48, 49, 51, 53, 56; Tags: FPB-1; FPB-1A; FPB-5; FPB-7; FPB-8; FPB-13; FPB-17; FPB-19; FPB-26



# **DIMENSIONAL DATA**

	Unit Size	Inlet Size	Α	В	P	w	н	L	Induced Air Inlet IW x IH	Outlet Duct Size C x D	E
ſ	-	12	8	6	17	38 1/4	18	28 9/16	25 9/16 x 14 3/4	16 x 15	1 1/2
	3	(305)	(203)	(152)	(432)	(972)	(457)	(725)	(649 x 375)	(406 x 381)	(38)

Filter Size	Motor HP	277V
27 x 17	*	3.5

FLA = Full load amperage. All motors are single phase/60 Hz Refer to Nailor® SelectWorks for application performance data

# **FEATURES**

• 20 ga. (1.00) galvanized steel construction

<sup>\*</sup>The ECM is a variable horsepower motor

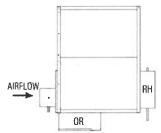
### **D35NW**

#### Fan Powered Terminal Unit with Hot Water Heat • Parallel



- Round laminated 2 x 20 ga. (1.00) butterfly damper with peripheral gasket, 90° rotation, CCW to open
- · Backdraft damper mounted on fan discharge
- Multi-point averaging Diamond Flow Sensor
- Bottom access panels
- · Discharge opening designed for flanged duct connection
- · Ultra-high efficiency ECM fan motor, EPIC fan volume controller
- Standard flush mount, hinged line voltage enclosure
- Single point electrical connection
- Hot Water Coil: Coil installed on unit discharge, 1/2" (13) copper tubes, aluminum ripple fins (10 FPI).
- · Bottom access panels for inspection and coil cleaning
- Hand of hot water coil connection is determined looking in the direction of airflow. Right-hand shown above is standard. Left-hand connection terminals (optional) are inverted/built as mirror image. Connections must be selected same hand as controls enclosure location
- Hot Water Coil O.D. Sweat Connections: 2 Row 7/8" (22)
- EPIC card option fan status (on/off) contact closure not included
- V6 Fan Motor Voltage: 277V EPIC ECM/1 phase
- D1 Digital Controls: Unknown, Factory Mounted (Supplied by Others)
- MN EPIC Fan Card: Manual volume control
- MA Damper Actuator: By Controls Manufacturer
- OR Right-hand controls location standard (shown)
- QF Toggle disconnect switch
- FG2 3/4" (19) Fiber Free Liner
- FN Full NEMA 1 type 24V Controls Enclosure
- FQ Induced air inlet attenuator. Top entry, 6" (152) clearance is required above unit
- FR Induced Air Filter: 1" Throwaway
- FS Hanger brackets
- W2R Hot Water Coil: 2 Row, Right-hand

# OR - Top View Orientation- Controls Location, Hot Water Coil Connection



Right Hand Controls Location/Right Hand Hot Water Coil Connection



# FG2 - Fiber Free Liner



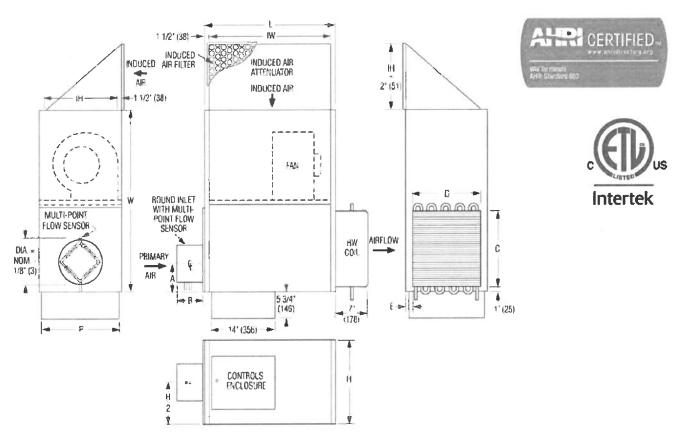
- 3/4" (19) thick closed cell elastomeric foam Meets requirements:
- UL 181 & 723

.. . . . . . . .

- ASTM E 84, C 209 & C 665
- CAN/ULC S102-M88

Nailor<sup>®</sup>
Industries Inc.

Items: 44, 46, 50, 52, 54, 55, 57; Tags: FPB-2; FPB-6; FPB-16; FPB-18; FPB-20; FPB-21; FPB-27



# DIMENSIONAL DATA

	DINTILITY	UNALDA	10								
	Unit Size	inlet Size	А	В	₽	w	н	L	Induced Air Inlet IW x IH	Outlet Duct Size C x D	E
ı	3	12	8	6	17	38 1/4	18	28 9/16	25 9/16 x 14 3/4	16 x 15	1 1/2
-1	,	(305)	(203)	(152)	(432)	(972)	(457)	(725)	(649 x 375)	(406 x 381)	(38)

Filter Size	Motor HP	277V
27 x 17	*	3.5

FLA = Full load amperage. All motors are single phase/60 Hz Refer to Nailor® SelectWorks for application performance data

# **FEATURES**

• 20 ga. (1.00) galvanized steel construction

<sup>\*</sup>The ECM is a variable horsepower motor

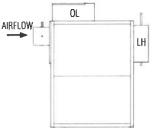
# **D35NW**

# Fan Powered Terminal Unit with Hot Water Heat • Parallel



- Round laminated 2 x 20 ga. (1.00) butterfly damper with peripheral gasket, 90° rotation, CCW to open
- Backdraft damper mounted on fan discharge
- Multi-point averaging Diamond Flow Sensor
- Bottom access panels
- Discharge opening designed for flanged duct connection
- Ultra-high efficiency ECM fan motor, EPIC fan volume controller
- · Standard flush mount, hinged line voltage enclosure
- · Single point electrical connection
- Hot Water Coil: Coil installed on unit discharge, 1/2" (13) copper tubes, aluminum ripple fins (10 FPI).
- · Bottom access panels for inspection and coil cleaning
- Hand of hot water coil connection is determined looking in the direction of airflow. Right-hand shown above is standard. Left-hand connection terminals (optional) are inverted/built as mirror image. Connections must be selected same hand as controls enclosure location
- Hot Water Coil O.D. Sweat Connections: 2 Row 7/8" (22)
- EPIC card option fan status (on/off) contact closure not included
- V6 Fan Motor Voltage: 277V EPIC ECM/1 phase
- D1 Digital Controls: Unknown, Factory Mounted (Supplied by Others)
- MN EPIC Fan Card: Manual volume control
- MA Damper Actuator: By Controls Manufacturer
- OL Left-hand controls are built as mirror image. Inlets and discharge are opposite of drawing
- QF Toggle disconnect switch
- FG2 3/4" (19) Fiber Free Liner
- FN Full NEMA 1 type 24V Controls Enclosure
- FQ Induced air inlet attenuator. Top entry, 6" (152) clearance is required above unit
- FR Induced Air Filter: 1" Throwaway
- FS Hanger brackets
- W2L Hot Water Coil: 2 Row, Left-hand

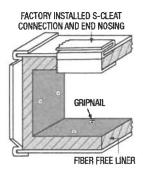
## OL - Top View Orientation- Controls Location, Hot Water Coil Connection



Left Hand Controls Location/Left Hand Hot Water Coil Connection



# FG2 - Fiber Free Liner



- 3/4" (19) thick closed cell elastomeric foam Meets requirements:
- UL 181 & 723
- ASTM E 84, C 209 & C 665
- CAN/ULC S102-M88









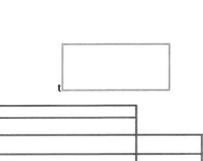
Unit	Airflow Range*	w	н	Inlet Size		Coil Conn	ections	
Size	cfm (I/s)	W	п	iniet Size	1 Row	2 Row	3 Row	4 Row
4	0-225(0-106)	10 (254)	10 (254)	3 7/8 (98) Round	1/2(13)	7/8(22)	7/8(22)	7/8(22)
5	0-400(0-189)	10 (254)	10 (254)	47/8(124)Round	1/2(13)	7/8(22)	7/8(22)	7/8(22)
6	0-550(0-260)	10 (254)	10 (254)	57/8(149)Round	1/2(13)	7/8(22)	7/8(22)	7/8(22)
7	0-800 (0-378)	12 (305)	121/2(318)	67/8(175)Round	1/2(13)	7/8(22)	7/8(22)	7/8(22)
8	0-1100(0-519)	12 (305)	121/2(318)	77/8(200)Round	1/2(13)	7/8(22)	7/8(22)	7/8(22)
9	0-1400(0-661)	14 (356)	121/2(318)	87/8(225) Round	1/2(13)	7/8(22)	7/8(22)	7/8(22)
10	0 - 1840 (0 - 868)	14 (356)	121/2(318)	9 7/8 (251) Round	1/2(13)	7/8(22)	7/8(22)	7/8(22)
12	0-2500(0-1180)	18 (457)	121/2(318)	12 15/16 x 9 13/16 (329 x 249) Oval	1/2(13)	7/8(22)	7/8(22)	7/8(22)
14	0-3125(0-1475)	24 (610)	121/2(318)	16 1/16 x 9 13/16 (408 x 249) Oval	1/2(13)	7/8(22)	7/8(22)	7/8(22)
16	0-3725(0-1758)	28 (711)	12 1/2 (318)	193/16 x 913/16 (487 x 249) Oval	7/8(22)	7/8(22)	7/8 (22)	7/8 (22)
24 x 16	0-8330(0-3931)	38 (965)	18 (457)	23 7/8 x 15 7/8 (606 x 403) Rect.	7/8(22)	7/8(22)	13/8 (35)	13/8(35)







Intertek





# SINGLE DUCT TERMINAL UNIT HOT

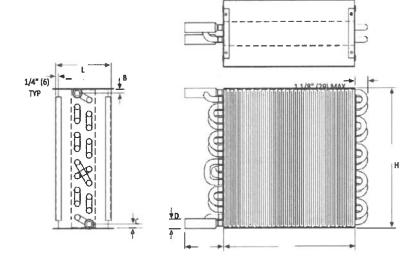
WATER REHEAT COILS

FOR USE WITH MODELS: (D, A or P) 30RW

**MODEL SERIES: 30HWC** 

# Description:

- 0.0045" (0.11) Aluminum sine-wave corrugation and rippled fins, 10 fins per inch.
- 1/2" (13) O.D. copper tubes, 0.016" (0.41) wall thickness.
- 20 ga. (1.00) galvanized steel casing.
- 1/2" (13), 7/8" (22) or 1 3/8" (35) O.D. copper male solder sweat connections.
- Connection is slip and drive to ductwork, both sides.
- Leakage tested to 360 psi (2481 kPa).
- · AHRI Certified.



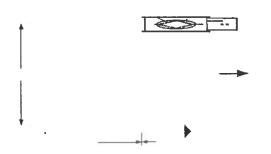
Dimen	sional	Data		W2 Row										
Size	W	Н	Part No.	L	А	В	С	D	Part No.	L	Α	В	С	D
4, 5, 6	10 (254)	10 (254)	V30HWC106	5 (127)	3 (76)	13/32 (10)	1 1/32 (26)	1/2 (13)	V30HWC206	5 (12/)	4 (102)	13/32 (10)	13/32 (10)	7/8 (22)
7,8	12 (305)	12 1/2 (318)	V30HWC108	5 (127)	3 (76)	13/32 (10)	1 1/32 (26)	1/2 (13)	V30HWC208	5 (127)	3 1/2 (89)	3/8 (10)	3/8 (10)	7/8 (22)
9, 10	14 (356)	12 1/2 (318)	V30HWC110	5 (127)	3 (76)	13/32 (10)	1 1/32 (26)	1/2 (13)			3 1/2 (89)		3/8 (10)	
12	18 (457)	12 1/2 (318)	V30HWC112	5 (127)	3 (76)	13/32 (10)	1 1/32 (26)	1/2 (13)	V30HWC212	5 (12/)	3 1/2 (89)	13/32 (10)	13/32 (10)	1/8 (22)
14	24 (610)	12 1/2 (318)	V30HWC114	5 (127)	3 (76)	3/8 (10)	1 (25)	1/2 (13)	V30HWC214	5 (127)	3 1/2 (89)	3/8 (10)	3/8 (10)	7/8 (22)
16	28 (711)	12 1/2 (318)	V30HWC116	5 (127)	43/4(121)	3/8 (10)	1 (25)	7/8 (22)	V30HWC216	5 (127)	4 3/4 (121)	11/16 (17)	11/16 (17)	7/8 (22)
24 x 16	38 (965)	18 (457)	V30HWC124	5 (127)	43/4(121)	9/16 (14)	1 3/16 (30)	7/8 (22)	V30HWC224	5 (127)	4 3/4 (121)	7/8 (22)	7/8 (22)	7/8 (22)

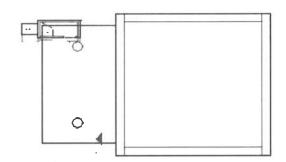
Unit					3 Ro	w			4 Row					
Size	W	Н	Part No.	L	A	В	С	D	Part No.	L	Α	В	С	D
456	10(254)	10 (254)	V30HWC306	/ 1/2 (191)	4 1/4 (108)	23/32 (18)	23/32 (18)	7/8 (22)	V30HWC406	71/2 (191)	4 1/4 (108)	11/16(1/)	11/16 (17)	7/8 (22)
7,8	12(305)	121/2(318)	V30HWC308	7 1/2 (191)	4 1/4 (108)	23/32 (18)	23/32 (18)	7/8 (22)	V30HWC408	7 1/2 (191)	4 1/4 (108)	11/16 (17)	11/16 (17)	7/8 (22)
9, 10	14(356)	121/2(318)	V30HWC310	7 1/2 (191)	4 1/4 (108)	11/16 (17)	11/16 (17)	7/8 (22)	V30HWC410					
12	18(457)	121/2(318)	V30HWC312	7 1/2 (191)	41/4(108)	23/32 (18)	23/32 (18)	7/8 (22)	V30HWC412	71/2 (191)	4 1/4 (108)	23/32 (18)	23/32 (18)	7/8 (22)
14	24(610)	121/2(318)	V30HWC314	7 1/2 (191)	4 1/4 (108)	11/16 (17)	11/16 (17)	7/8 (22)	V30HWC414	7 1/2 (191)	4 1/4 (108)	23/32 (18)	23/32 (18)	7/8 (22)
16	28(711)	121/2(318)	V30HWC316	7 1/2 (191)	4 1/4 (108)	11/16 (17)	11/16 (17)	7/8 (22)	V30HWC416	7 1/2 (191)	4 1/4 (108)	23/32 (18)	23/32 (18)	7/8 (22)
24 x 16	38(965)	18 (457)	V30HWC324	7 1/2 (191)	4 3/4 (121)	1 1/8 (29)	1 1/8 (29)	1 3/8 (35)	V30HWC424	7 1/2 (191)	4 3/4 (121)	1 1/8 (29)	1 1/8 (29)	13/8(35)

		1 Row			2 Row			3 Row			4 Row	
Weight Size	SDry Coil Weight (lbs)	Water Weight (lbs)	Water Volume (gal)	Dry Coil Weight (lbs)	Water Weight (lbs)	Water Volume (gal)	Dry Coil Weight (lbs)	Water Weight (lbs)	Water Volume (gal)	Dry Coil Weight (lbs)	Water Weight (lbs)	Water Volume (gal)
456	5	0.16	0.02	,	0.43	0.06	10	0.65	0.09	12	0.81	0.11
7,8	7	0.21	0.03	9	0.53	0.07	11	0.80	0.11	14	1.01	0.14
9, 10	7	0.23	0.03	10	0.58	0.08	12	0.87	0.12	15	1.11	0.15
12	8	0.28	0.04	11	0,67	0.09	13	1.01	0.14	17	1.30	0.17
14	10	0.35	0.05	13	0.82	0.11	16	1.23	0.17	20	1.58	0.21
16	12	0.65	0.09	16	1.32	0.18	19	1.67	0.23	23	1.77	0.24
24 x 16	19	0.96	0.13	28	2.49	0.34	43	4.53	0.61	51	5.19	0.70

SCHEDULE TYPE:		Page 1 of 1.			
PROJECT:	JAMIE McGEE (FPB & VAV)	Dimensions are in inches (mm).			
ENGINEER:		DATE	B SERIES	SUPERSEDES	DRAWING NO.
CONTRACTOR:	Midwest Mechanical	9-6-19	3000	11 - 3 - 17	D30HWC-1





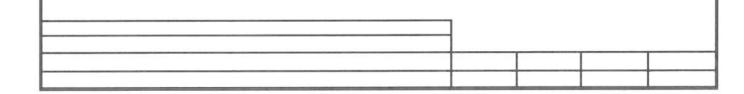


Unit	Airflow Range *	w	н	Inlet		
Size	cfm (I/s)			Size		
4	0-225(0-106)	10 (254)	10 (254)	3 7/8 (98)Round		
5	0-400(0-189)	10 (254)	10 (254)	47/8(124)Round		
6	0-550 (0-260)	10 (254)	10 (254)	57/8(149)Round		
7	0-800 (0-378)	12 (305)	121/2(318)	67/8(175)Round		
8	0-1100(0-519)	12 (305)	121/2(318)	77/8(200)Round		
9	0-1400(0-661)	14 (356)	121/2(318)	87/8(225)Round		
10	0-1840 (0-868)	14 (356)	12 1/2 (318)	9 7/8 (251) Round		
12	0-2500(0-1180)	18 (457)	12 1/2 (318)	1215/16x913/16(329x249)Oval		
14	0-3125(0-1475)	24 (610)	12 1/2 (318)	161/16x913/16(408x249)Oval		
16	0-3725(0-1758)	28 (711)	12 1/2 (318)	193/16x913/16(487x249)Oval		
24 x 16	0-8330(0-3931)	38 (965)	18 (457)	237/8x157/8 (606x403) Rect.		







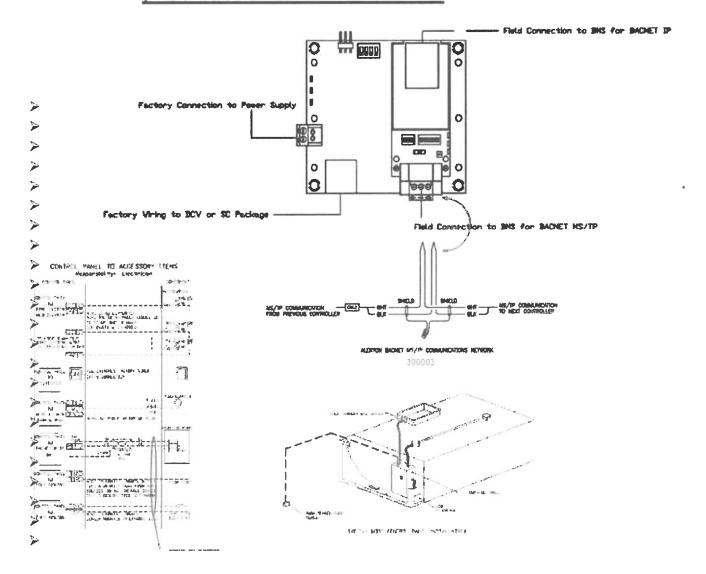


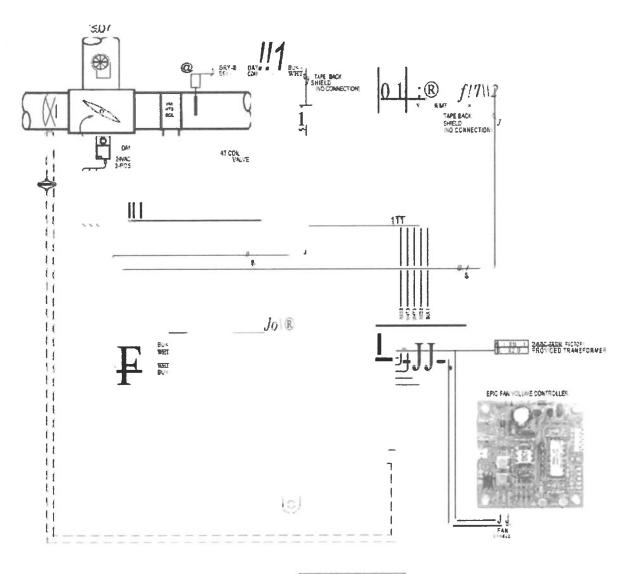
# DDC Controls

- > Type: Midwest Mechanical offers all types of commercial DDC controls for HVAC and lighting. Midwest Mechanical is brand independent when it comes to controls
- > System Protocol: Midwest Mechanical can offer service and installation on virtually any control system, including proprietary type systems.
- LAN Communication Structure: Midwest can design, build, and maintain DDC systems with any type of LAN communication structure
- Human Machine Interface: Midwest Mechanical can design, build, and maintain DDC control systems with every type of HMI available in the market today
- > Remote alarm and message capabilities: Midwest Mechanical has a call center which is manned 24 hours per day, seven days per week. Our call center has the capability to monitor alarms and offer web based diagnosis and repairs of all BAS systems.
- > Standard Warranty (Parts & Labor):Standard Warranty is one year parts and labor
- > Optional Warranty (components covered & Labor): Multiyear warranties are available upon request
- > Estimated Lead/Delivery Time: Varies based upon manufacturer
- ➤ Location of Manufacturing (City, State or Country): Various locations around the world
- > Estimated Market Share (North America): Varies based upon manufacturer
- Detail Features & Benefits: Below

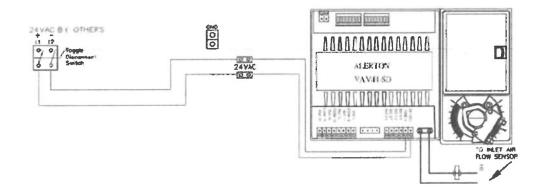


Syserco Midwest Office: 5019 Chose Avenue Downers Grove, IL 60515 312 720-8445





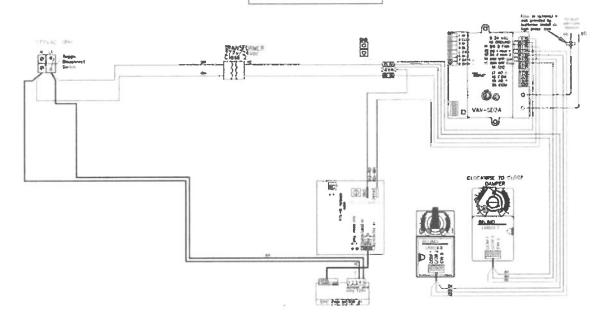
### VAV FACTORY WIRING



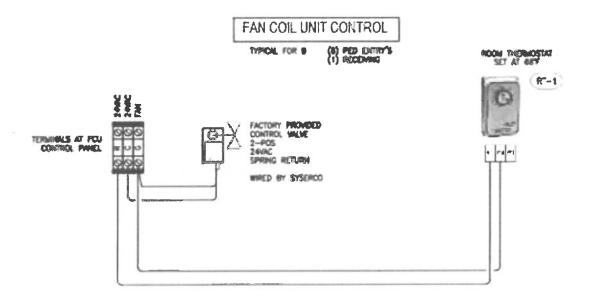
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### FPVAV W/RH FACTORY WIRING

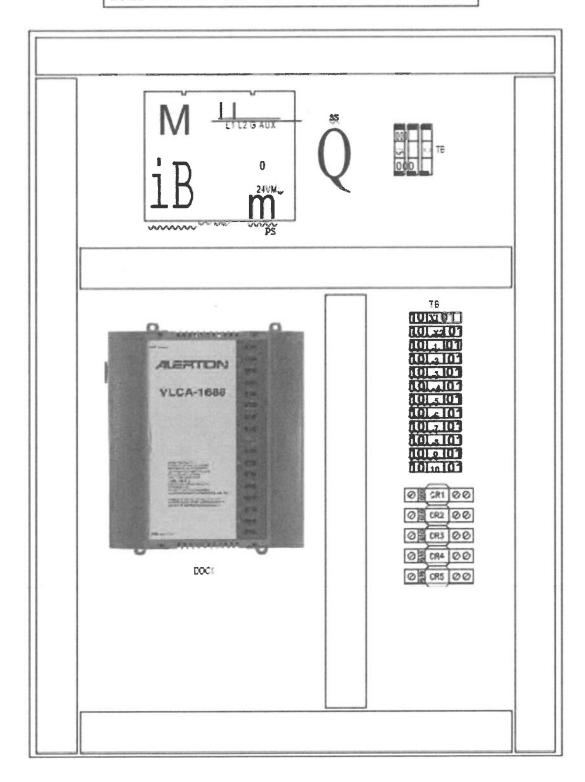


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			ANCOLUNIS		
7.57	STUTTE	<b>3</b> /177 ሊግ	SUCH STOR	ሲፕ፣	CONTRACTOR
212	12.2	76 181	1 TOS THO 1 THER HOST AT	1:	

### BOILERS AND HOT WATER HEATING SYSTEM CONTROL PANEL



### Cooling Towers

- > Type (e.g., open, closed, evaporative, other): Midwest uses all types of commercial cooling towers
- > Brand Name(s): All major brand names
- > Capacity Range (tons): All
- > Standard Warranty (Parts & Labor): One year parts and labor
- > Optional Warranty (components covered & Labor): **Extended warranty programs are** available on every project
- Estimated Lead/Delivery Time: Delivery time varies based upon manufacturer and type of equipment
- Location of Manufacturing (City, State or Country): Midwest's cooling towers are manufactured in cities and countries around the world.
- > Range of Efficiencies : All
- Estimated Market Share (North America): Varies based upon manufacturer
- Provide example data on each type of product provided: Below is an example of the type of cooling tower used on Midwest Mechanical projects. Please understand that this is just an example, and each job varies based upon the customer need and engineering.
- Detail Features & Benefits: Below



December 06, 2016

### **EVAPCO** SUBMITTAL PACKAGE

PROJECT	CARRINGTON ASSISTED	UNIT (2) ESW	VA-144-45M CLOSED CIRCUIT COOLERS	
CUSTOMER EVAPCO SERIAL	MIDWEST MECHANICAL	P.O. ENGINEER	S6050N-06	
VO.	16-803145-803146		MIDWEST MECHANICAL / GAUGE	

<u>DESCRIPTION</u>	DOCUMENT NUMBER
PERFORMANCE AND MECHANICAL SPECIFICATIONS	ESW-12ST-ST
UNIT CERTIFIED DRAWING	WZ12124810-ERA-029
STEEL SUPPORT CONFIGURATION	SLWZ31212DA
HEATER LOCATION	HLWX12VE-DA
SLOPED LADDER	LDWZ1212EA-01
30 HEATERWIRING DIAGRAM	B2AU0000-ED
IBC CERTIFICATE	IBCIDCOC001
GUARANTEE OF THERMAL PERFORMANCE	AOS2636

**EVAPCO...TAKING QUALITY AND SERVICE TO A HIGHER LEVEL!** 



### PERFORMANCE AND MECHANICAL SPECIFICATIONS EVAPCO®

### **CLOSED CIRCUIT COOLER**

PROJECT: Carrington Ass	isted Living -Lincolnwood, IL		
CUSTOMER: Midwest Me	chanical		
ENGINEER: Midwest Med	nanical / Gauge Engineering		
CUSTOMER P.O.	S6050N-06	EVAPCO SERIAL NO.	16-803145-803146
•	ach Unit 1000 GPM OF  METHYLENE GLYCOL		PF OUT
FAN MOTOR:	Each Unit (1) 30 HP	ELEC. SPEC. 460/3/60	
PUMP MOTOR: COIL PRESSURE DROP:	(1) 10 HP 9 PSIG	DRIVES SIZED FOR 0" ESP.	
UNIT TYPE	Factory assembled	d, induced draft, counterflow closed ci	rcuit cooler.
CONSTRUCTION	removable access		ical support members, and uge mill hot-dipped galvanized steel. Uppe y gauge mill hot-dipped galvanized steel. Al

IBC COMPLIANT

The unit structure is designed, analyzed, and constructed in accordance with the latest

edition of International Building Code (IBC) for: Ip = 1.00, Sds = 0.42, P = 119 psf.

PAN STRAINER\* All type 304 stainless steel construction with large area removable perforated screens.

ACCESS Sliding door is provided in the upper casing for fan drive and water distribution system access.

Removable basin access panels are provided on two sides for access to the cold water basin and

galvanized steel is coated with a minimum of 2.35 ounces of zinc per square foot area (G-235 designation). During fabrication, all galvanized steel panel edges are coated with a 95% pure zinc-

heat exchanger coil.

rich compound.

BLEED-OFF\* Waste water bleed line with adjustable valve provided.

PUMP\* Close-coupled centrifugal pump with mechanical seal. The pump is installed in a vertical position so

that water will drain from the pump when the cold water basin is emptied. Pump motor is totally

enclosed with protective canopy for outdoor operation.

FAN SHAFT Solid shaft of ground and polished steel. Exposed surface coated with rust preventative.

FAN SHAFT BEARINGS Heavy-duty, self aligning ball type bearings with extended lubrication lines to grease

fittings on the exterior casing. Bearings are designed for a minimum 1-10 life of 75,000 hours.

FAN(S)

Fans are axial propeller type constructed of aluminum alloy and statically balanced. The fan is installed in a closely fitted galvanized steel cowl with venturi air inlet. Fan screens are galvanized steel mesh and have galvanized steel frames bolted to the fan cowl.

**FAN MOTOR** 

Totally enclosed, ball bearing type electric motor(s) suitable for moist air service. Motor(s) are Premium Efficient, Class F insulated, 1.15 service factor design. Inverter rated per NEMA MG1 Part 31.4.4.2 and suitable for variable torque applications and constant torque speed range with properly sized and adjusted variable frequency drives.

FAN DRIVE

The fan drive is a multi-groove, solid back, reinforced neoprene V-belt type with taper lock sheaves designed for 150% of the motor nameplate horsepower. Fan sheave and motor sheaves are constructed of aluminum alloy. The fan and fan sheave are mounted on the shaft with a specially coated bushing for maximum corrosion protection.

FILL

Polyvinyl Chloride (PVC) of cross-fluted design. PVC sheets are bonded together for strength and durability. Fill is self-extinguishing for fire resistance, has a flame spread of 5 under A.S.T.M. designation E-84-81a, and is resistant to rot, decay and biological attack.

COIL

Patent pending Sensi-Coil design utilizing tightly spaced elliptical tubes of prime surface steel, encased in steel framework with the entire assembly hot-dip galvanized after fabrication. Designed with sloping tubes for liquid drainage and tested to 390 psig air under water. Coil assembly shall be completely enclosed and protected from sunlight exposure, environmental elements and debris. Removable panels shall be provided around the coil to permit easy inspection of the coil without unit entry.

WATER DISTRIBUTION SYSTEM Precision molded ABS spray nozzles with large 1-1/4" x 5/16" orifice and internal sludge

ring to eliminate clogging. Nozzles are threaded into Schedule-40 PVC headers equipped with

removable end plugs for ease of cleaning.

**ELIMINATORS** 

The eliminators are constructed entirely of non-corrosive PVC. Design incorporates three changes in air direction and limits the water carryover to a maximum of 0.001% of the circulating water rate.

AIR INLET LOUVERS

The air inlet louvers are constructed from UV inhibited polyvinyl chloride (PVC) and incorporate an interlocking design. The louvers have a minimum of two changes in air direction and are of a non-planar design to prevent splashout, block direct sunlight and debris from entering the basin.

WATER MAKE-UP ASSEMBLY\*

Brass float valve with adjustable plastic float.

**PASSIVATION** 

All evaporative cooling equipment utilizing galvanized construction requires initial passivation to maximize the service life of the equipment. The sites water treatment vendor should be contacted several weeks prior to adding any water to the system to provide a passivation plan along with associated passivation plan costs.

\*OMITTED ON UNITS FOR REMOTE SUMP OPERATION

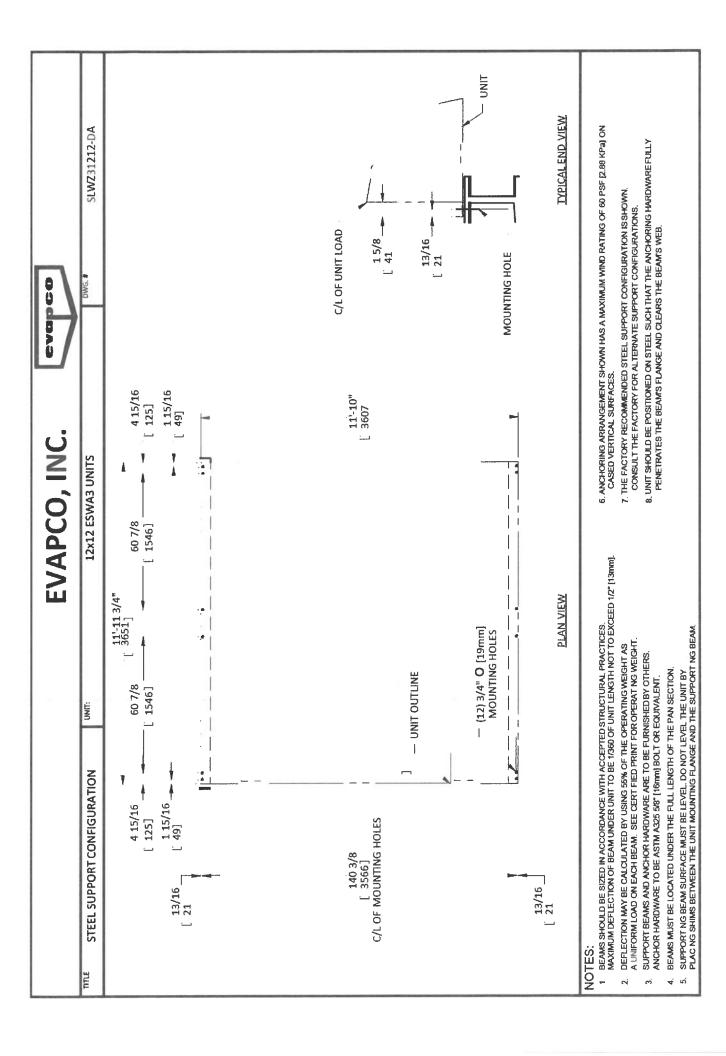
### SPECIAL REMARKS:

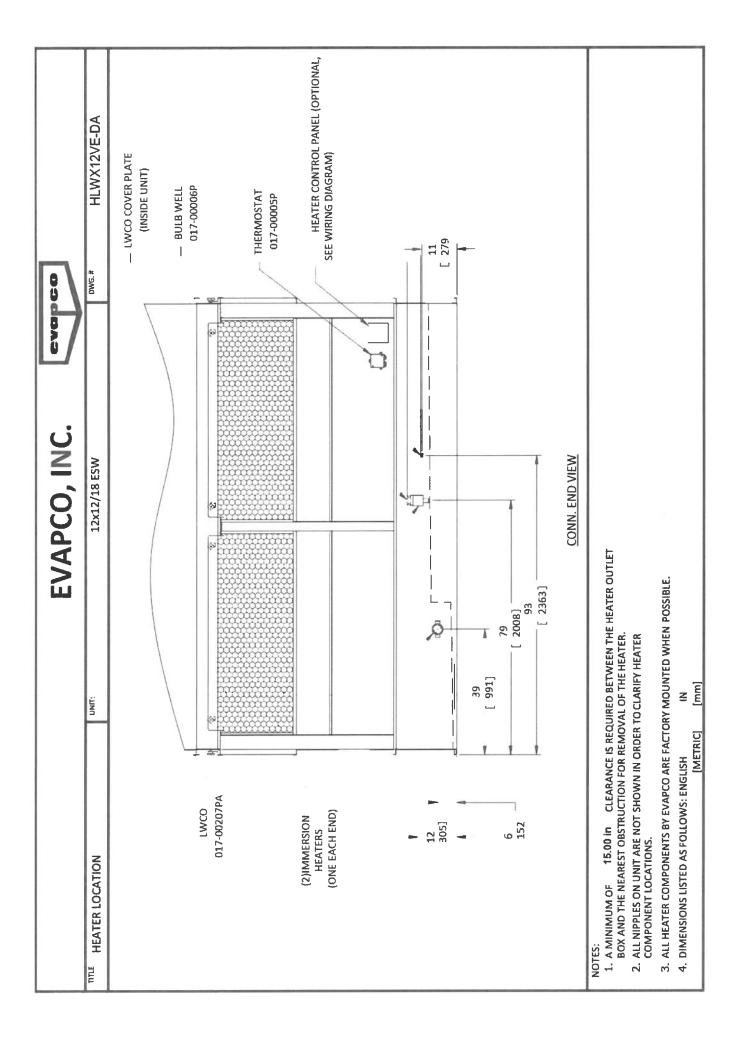
- (2) 6 KW Pan Heater(s), 460/3/60, with thermostat and low water cutoff(s).
- 3 ft extension(s) provided with ladder(s). (Note: If extension(s) are over 3 feet, they are to be externally supported by others.)
- Unit(s) provided with ladder(s).
- Nitrogen charged coils (removal of welded end plate and coil connection preparation by others).
- Unit Arranged with High Flow Coils.
- IBC Standard Structural Design.

**Evapco Serial Number: 16-803145-803146** Page 3 of 3

CLOSED CIRCUIT COOLER	EVADO INC	WZ12124810-ERA-029
MODEL# ESWA-144-45M SCALE N.T.S.	EVARCO, INC.	SERIAL # 16-803145-803146 DATE 12/6/2016
NOTES:  1. M - FAN MOTOR LOCATION 2. HEAVIETS SECTION IS LOWER SECTION 3. MPT DENOTES MALE PIPE THREAD FPT DENOTES FEMALE PIPETHREAD BRW DENOTES BEVELED FOR WELDING PE DENOTES PLAIN END WITH PLUG CLOSURE FOR NITROGEN CHARGE 4. +UNIT WEIGHT DOES NOT INCLUDE ACCESSORIES (SEE SEPARATE DRAWINGS FORACCESSORIES) 5. 34" DIA. MOUNTING HOLES. REFER TO RECOMMENDED STEEL SUPPORT DRAWING 6. MAKE-UP WATER PRESSURE-20 psi MIN, 50 psi MAX 7. *-APPROXIMATE DIMENSIONS DO NOT USE FOR PRE-FABRICATION OF CONNECTING PIPING 8. MAKE-UP IS LOCATED 4 3/4"FROM CONNECTION END		FACE 2  PLAN VIEW  11'-113/4"  FACE 1
2 MPT MAKE-UP	(2) 6 PE FLUID OUT (2) 6 PE FLUID IN 32 3/8*  47 3 MPT 56 OVERFLOW	(c.) DOOR 124 VENT VENT 18' 4" FACE 13  C. DOOR 124  18' 4"  18' 4"  FACE 1

_		_	_	
				DRAWN BY JTG
				2
				NO. OF SHIPPING SECTIONS
evapco				12505 Lb+ [5672] Kg+
				HEAVIEST SECTION WEIGHT
				27765 Lb+ [12594] Kg+
		11'-10"	FACE 2	OPERATING
	3 MPT DRAIN	11'-	FAC	\$530] Kg+
28 1/8	3 1/2 3 7/8			18805 Lb+ [8530] Kg+
	(	) 		SHIPPING WEIGHT





### 63 5/8 66 3/4 8/2 69 8/4 69 8/1/8 66 3/4 72 1/8 QIN) 69 73 73 9/ 99 LDWZ1212EA-01 ESWA 144-45J, 45K, 45L, 45M ESWA 144-46J, 46K, 46L, 46M ESWA 144-44J, 44K, 44L, 44M ESWA 144-34I, 34J, 34K, 34L ESWA 144-331, 33J, 33K, 33L ESWA 144-351, 35J, 35K, 35L ESWA 144-36I, 36J, 36K, 36L ESWA 144-43J, 43K, 43L ESWA 144-25I, 25J, 25K ESWA 144-26I, 26J, 26K ESWA 144-231, 23J, 23K ESWA 144-241, 24J, 24K MODEL # DWG.# **END VIEW** 56 EVAPCO, INC. \*RIG LADDER BEFORE PIPING UNIT\* 12×12 ESWA LADDER SHIPS LOOSE MOUNTING (BY OTHERS) FOR FIELD ËNN 3' EXT. SLOPED LADDER INSTALLATION PACKAGE SIDE VIEW \* THE BOTTOM OF THE LADDER IS AT THE BASE OF THE UNIT. H \* W-FAN MOTOR LOCATION ACCESS DOOR

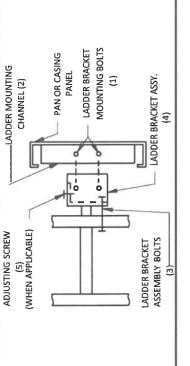
## **CUSTOMER INSTALLATION NOTES:**

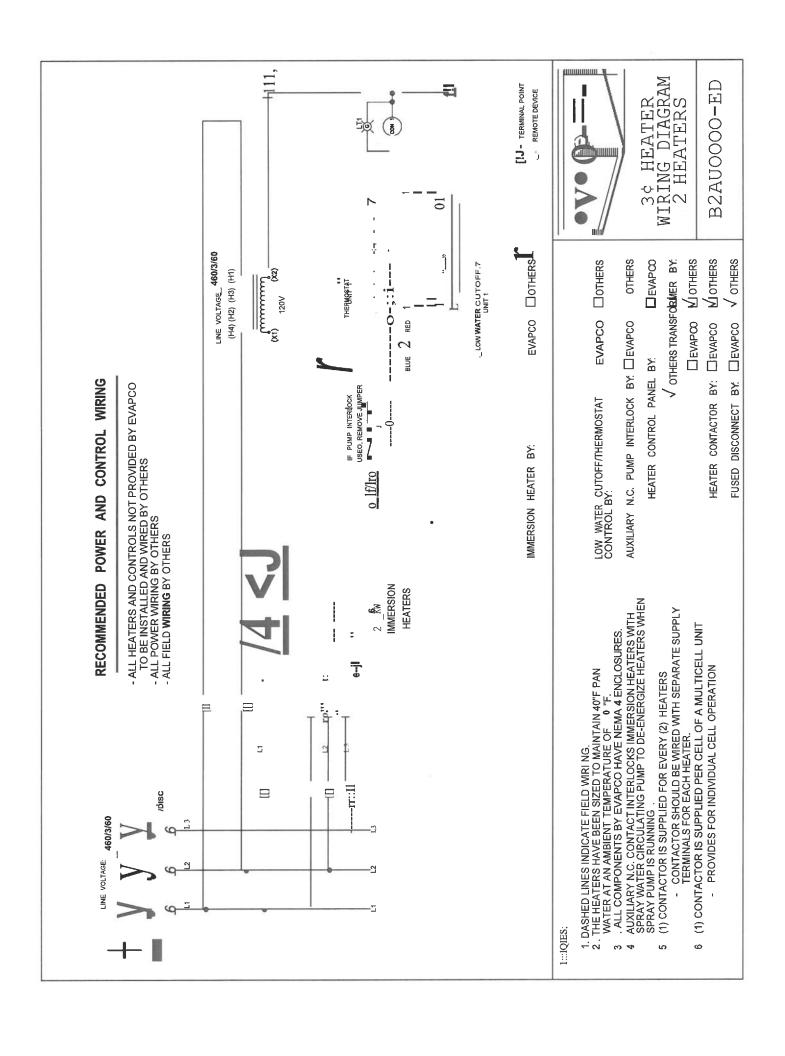
ADDITIONAL SUPPORT. FOR A LADDER EXTENSION LONGER THAN 3 FEET ADDITIONAL SUPPORT MUST BE PROVIDED BY OTHERS.

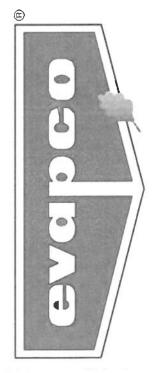
LADDER EXTENSIONS OF UP TO 3 FEET CAN BE ADDED WITHOUT ANY

IF THE UNIT IS ELEVATED THEN A LADDER EXTENSION SHOULD BE

- REMOVE LADDER BRACKET MOUNTING BOLTS (1) FROM LADDER MOUNTING CHANNELS (2) ON PAN AND CASING SECTIONS. ė
- LOOSEN, BUT DO NOT REMOVE, LADDER BRACKET AND ASSY. BOLTS (3).
- TO ASSEMBLE, SLIDE LADDER BRACKET ASSY. (4) OVER LADDER MOUNTING CHANNELS (2) LOCATED ON PAN AND CASING (DO NOT REMOVE LADDER BRACKET ASSY. (4) FROM LADDER.) ت نے
  - BOLTS (1) THROUGH LADDER BRACKET ASSY. (4) AND LADDER MOUNTING CHANNELS (2). **ALIGNHOLES AND REINSTALL LADDER BRACKET MOUNTING** ö
- TIGHTEN ALL BOLTS.
  TIGHTEN ADJUSTING SCREW (S) IN THE ADJUSTABLE MOUNTING **BRACKETS WHEN APPLICABLE.** يب نه







# Certificate of Compliance

AT, USS, UAT, UT Cooling Towers

eco-ATWB/WB-E, ATWB and ESWA Closed Circuit Coolers eco-ATC, ATC-E Evaporative Condensers These products have been manufactured following

Are certified to meet or exceed the Seismic and Wind Load Provisions set forth in the applicable building codes for this project.

all applicable quality assurance programs.



Applicable Building Codes: IBC

ASCE-7 NFPA

Approval Agency:

Report: VMA-

43387

Referenced



VMC Seismic Consulting Group



### Guarantee of Thermal Performance

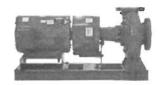
EVAPCO unequivocally guarantees the thermal performance of its equipment as shown on the certified drawings, when the equipment is installed in accordance with good engineering practice. If after installation and start-up there is any question regarding thermal performance of the equipment, at the owner's request EVAPCO will send its engineers to the jobsite to conduct a performance test. This test may be observed by the owner and the consulting engineer or by their authorized representatives. If the results of the evaluation show the equipment to be deficient, EVAPCO will make the necessary repairs or alterations to correct the deficiency at no cost to the owner. If the equipment is found to be performing in accordance with its certified drawing, the owner is expected to reimburse the company for its costs associated with this performance test. This guarantee is subject to all conditions and limitations' set forth in the express warranty that applies to the equipment.



EVAPCO .....Specialists in Heat Transfer Products and Services.

### Pumps

- > Type: Midwest Mechanical provides every type of pump available for the HVAC industry
- > Brand Name(s): Midwest Mechanical offers all major name brands of pumps
- > Capacity Range (GPM): Midwest Mechanical provides pumps of every necessary capacity
- > Standard Warranty (Parts & Labor): One Year parts and labor
- > Optional Warranty (components covered & Labor): All non-standard warranty terms are available upon request
- > Estimated Lead/Delivery Time: Varies based upon manufacturer and product
- Location of Manufacturing (City, State or Country): Midwest Mechanical's pumps are manufactured in a variety of locations around the world
- > Estimated Market Share (North America): Varies based upon manufacturer
- > Provide example data on each type of product provided :Examples are below
- Detail Features & Benefits



Series e-1510 2BD
Base Mounted End Suction Pump

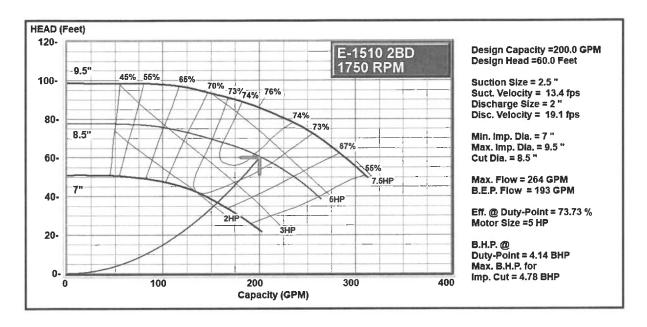
DESCRIPTION:

The Series e-1510 is available in 26 sizes and a variety of configuration options that enable customization and flexibility to fit a broad range of operating conditions. Flows up to 4950 GPM heads to

SPECIFICAT	IONS				MATERIALS OF CONSTRUCTION	PARALLEL SENSORLESS CONTROLLER
FLOW	200	(GPM)	HEAD	60 (FT)	Stainless Steel Fitted	Pump Mounted Wall Mounted
HP	5		RPM	1800	FEATURES	Pumps in Parallel
VOLTS			208-230/460		ANSI/OSHA Coupling Guard Center Drop Out Spacer Coupling Fabricated	
CYCLE		60	PHASE	3	Heavy Duty Baseplate	
ENCLOSURE		00	P Nema Premium	Efficient	MAXIMUM WORKING PRESSURE ⊠	
APPROX. WE	GHT		1	268	175 psi (12 bar) W.P.	
SPECIALS					w/ 125# ANSI flange drilling	
Note: Equipp	ed wit	h NEOPREI	VE coupling		PUMP VARIABLE SPEED CONTROL  Integrated Technologic® Sensorless Control (ITSC)  Integrated Technologic® (IT)  External input by others Pressure  Sensor(s)	
					Differential Pressure Sensor(s) Flow Sensor(s) ☐ By Others	
					PARALLEL PUMPING SYSTEM  Sensorless Control (ITSC) Sensored	

### TYPE OF SEAL

☑ Standard Seal
(Buna-Carbon/Ceramic)
-20° to 225° F (-29° to 107° C)
Max Working Pressure 175 psi (12 bar) 🗖 -F Standard Seal w/ Flush Line
(Buna-Carbon/Ceramic)
-20° to 225° F (-29° to 107° C)
Max Working Pressure 175 psi (12 bar)
-S Stuffing Box construction w/ Flushed Mechanical Single Seal
(EPR-Tungsten Carbide/Carbon)
-20° to 250° F (-29° to 121° C)
Max Working Pressure 175 psi {12 bar}
-PF Stuffing Box Construction w/ Flushed Packing (Graphite Impregnated Teflon)
0° to 250° F (-17° to 121° C)
Max Working Pressure 175 psi (12 bar)



### Invertors

- > Brand Name(s): All
- > Capacity Range (HP): Varies based upon design
- > Standard Warranty (Parts & Labor): One year parts and labor
- > Optional Warranty (components covered & Labor): Extended warranties are available
- > Estimated Lead/Delivery Time: Varies based upon manufacturer and product
- Location of Manufacturing (City, State or Country): The Invertors used by Midwest Mechanical are manufactured in various locations around the world
- **Estimated Market Share (North America): Varies based upon manufacturer**
- Provide example data on each type of product provided: Below is just a small example of the types of Invertors provided by Midwest Mechanical. Additional detail is available upon request.
- Detail Features & Benefits



### 460 Volt

Qty.	Tag Numbers	НР	Frame Size NEMA1/12	Model	Nominal Voltage	Max. Amps Output	Drive Disconnect	Drive Fusing	Option Card
		1.5	A2/A5	FC-102P1K1T4	460	2.7			
		2	A2/A5	FC-102P1K5T4	460	3.4			
		3	A2/A5	FC-102P2K2T4	460	4.8			
5	HWP- 1,2,&5; FAN 3&5	5	A2/A5	FC-102P3K7T4	460	8.2	х	х	
		7.5	A3/A5	FC-102P5K5T4	460	11			
1	RF-4	10	A3/A5	FC-102P7K5T4	460	14.5	Х	х	
4	CWP-1,2, SF-3&4	15	B1	FC-102P11KT4	460	21	х	х	
	Vi.	20	B1	FC-102P15KT4	460	27			
		25	B1	FC-102P18KT4	460	34			
		30	B2	FC-102P22KT4	460	40			
		40	B2	FC-102P30KT4	460	52			

50	C1	FC-102P37KT4	460	65	
60	C1	FC-102P45KT4	460	77	
75	C1	FC-102P55KT4	460	106	
100	C2	FC-102P75KT4	460	130	
125	C2	FC-102P90KT4	460	160	
150	D1	FC-102P110KT4	460	190	
200	D1	FC-102P132KT4	460	240	
250	D2	FC-102P180KT4	460	302	
300	D2	FC-102P200KT4	460	361	
350	D2	FC-102P250KT4	460	443	
450	E1	FC-102P315KT4	460	540	
500	E1	FC-102P355KT4	460	590	
550	E1	FC-102P400KT4	460	678	
600	E1	FC-102P450KT4	460	730	

### **SPECIFICATIONS**

### **Drive Input Power**

### **Drive Output Power**

Output frequency ...... Selectable 0 to 120 Hz

1756R0594 1 October 2012



	_
Motor voltages	200, 208, 220, 230; 380, 400, 415, 440, 460; 550 or 575 VAC
Continuous output current	100% rated current
Output current limit setting	Adjustable to 110% of drive rating
Current limit timer	0 to 60 seconds or infinite
Adjustable maximum speed	From minimum speed setting to 120 Hz
Adjustable minimum speed	From maximum speed setting to 0 Hz
Acceleration time	To 3,600 seconds to base speed
Deceleration time	To 3,600 seconds from base speed
Breakaway torque time	0.0 to 0.5 seconds (1.6 times motor nameplate current)
Start voltage	0 to 10%
DC braking time	0 to 60 seconds
DC braking start	0 to maximum frequency
DC braking current	0 to 50% of rated motor current
Environmental limits:	
Efficiency	97% or greater at full load and nominal motor speed
Ambient operating temperature	14°F to 113°F (-10°C to 45°C) frames A2–C2; 14°F to 104°F
	(-10°C to 40°C) frames D1–E1
Humidity	< 95%, non-condensing
Altitude: maximum without derating	3,300 ft. (1,000 m)
Drive and options enclosure(s)	NEMA/UL Types 1 and 12; 3R optional
Protections:	
Low frequency and high frequency warnings	0 to 120 Hz
Low current and high current warnings	0 to maximum current
Low reference and high reference warnings	–999,999 to 999,999
Low feedback and high feedback warnings	–999,999 to 999,999
Ground fault	Protected
Motor stall	Protected
Motor overtemperature	Protected (Predictive motor temperature)
Motor Condensation	Protected (Motor preheat circuit)
Pump no-flow	Protected
Pump end-of-curve	Protected
Dry pump	Protected
Short-cycle	Protected
Motor overload	Protected (Programmable action)
Vibration protection	Protected (Programming automated)
Control Connections	

### Control Connections



Programmable analog outputs	1; 0/4 to 20 mA
Programmable relay outputs	$\dots$ 2 standard Form C 240 V AC, 2 A; 1 or 3 additional optional
Auxiliary voltage	+24 V DC, maximum 200 mA

### **Control Optional**

Control Optional	
MCB 101 General Purpose I/O	3 DI, 2 DO, 2 AI (voltage), and 1 AO (current)
MCB 105 Relay Card	3 standard Form C 240 VAC, 2 A
MCB 107 24V DC Supply	Allows external 24 V DC power to be connected to the VLT HVAC Drive
MCB 109 Analog I/O	3 AO (voltage), 3 AI (voltage or PT1000 or NI1000), battery backup
MCB 110 Battery back-up	Battery backup for real-time clock
<u>Software</u>	
Lost speed reference action	Selectable to go to a preset speed, go to maximum speed, stay at last speed, stop, turn off, or stop and trip Time
delay for lost speed reference action	1 to 99 seconds
Adjustable auto restart time delay	0 to 600 seconds
Automatic restart attempts	0 to 20 or infinite
Automatic restart time delay	0 to 600 seconds between each attempt
Relay ON delay and relay OFF delay	0 to 600 seconds
Maximum number of preset speeds	16
Maximum number of frequency stepovers	4
Maximum stepover width	100 Hz
Maximum number of accel rates	4
Maximum number of decel rates	4

### **DRIVE FEATURES – OPERATOR INTERFACE**

Delayed Start ......0 to 120 seconds

### The VLT HVAC Drive

The VLT HVAC Drive Series is a microprocessor-based, high frequency IGBT-based, PWM AC drive with control functions and software designed solely for the unique needs of HVAC systems. The VLT HVAC Drive uses state-of- the-art Voltage Vector Control to supply full rated motor voltage at rated load and frequency, full motor performance without derating, high efficiency for both drive and motor, and a nearly perfect output sine wave. The diode-bridge rectifier and DC-link reactor provide a high displacement power factor at all speeds and loads and minimize power line harmonics. The VLT HVAC Drive utilizes a common user interface for all units.

### Fully Graphic, Multilingual Display

The VLT HVAC Drive uses a large, bright, backlit graphic display to provide complete drive information at a glance. The logical arrangement of all elements simplifies the setup, operation and monitoring of the drive. Choose from 25 different items to display, including input reference, motor current, hours run, output frequency, horsepower, kW or kWh. Or select from custom units, such as GPM or HP and calibrate the maximum value to the maximum frequency of the unit. After programming one drive, the keypad can be used to transfer the same settings to all other drives.

Drive can run without the keypad in place to assure tamper-proof operation. Drive status is shown even with the keypad removed.

### **LED Indication**

Three LEDs are provided on the VLT HVAC Drive for indication of power applied, warning and fault. Upon power up, all LEDs will briefly light as a lamp test.



Alarm – Will flash red when the drive has registered a fault condition which has caused the drive to shut down.

Warning – Will flash yellow to indicate a situation exists that exceeds the normal drive/system parameters, and if that condition continues, a trip may be imminent.

On – Will glow green to indicate that the VFD is connected to AC power (line voltage is present).

### **Operating Keys**

Hand On – Starts the drive regardless of remote start/stop contact (assuming safety interlock is closed). The speed of the drive will generally be controlled manually via the keypad "+" and "-" buttons.

Off – Shuts the drive down regardless of other commands.

Auto/On - The drive will start and stop via the external contact closure (building automation time clock). The speed is generally controlled via the building automation signal (4 to 20 mA, 0 to 10 V DC, etc.).

Reset - Will reset any trip level fault (not trip lock) if the drive is not set for infinite automatic fault resets.

### **Directional Keys**

Right / Left / Up / Down arrows — Used as the electronic potentiometer to manually control the speed in the Hand/Start mode. All four keys are active during operation as well as programming. They provide the ability to move the cursor around the display, or sequence through display values.

### **Programming Keys**

Status - Used to display operational data and status.

Cancel – Used to cancel the last programming command so the change is not carried out.

OK - Used to confirm that the last programming change should be saved to memory.

Back – Used to exit present display or menu to the previous display or menu.

Quick Menu – Used for programming the VLT HVAC Drive for the most typical applications.

Main Menu - Used to access all parameters for programming. It can switch directly from this mode to quick menu.

Alarm Menu - Used to access all fault and warning data.

Info Key - Accesses an on-board manual that gives detailed explanation of a parameter.

### **DRIVE FEATURES – PROGRAM OPTIONS**

### Application-Specific Software

The VLT HVAC Drive was designed specifically for the HVAC market. This specialization has allowed Danfoss to factory program and configure the VLT HVAC Drive to make it ready to use, out of the box. This eliminates the time- consuming and often confusing job of selecting the correct parameters in the field. For the advanced user, the parameters are logically grouped, making modifications simple. Customized text fields are available to show user- specific data. Four independent setups are available for unmatched flexibility.

### Menu Structure

Quick Setup Menu - Contains the 14 required setup parameters to easily start the application.

**HVAC Application Menu** – Easy access to the most relevant parameters for each of the most common HVAC applications.

Personal Menu - Contains up to 20 user-selectable parameters for customized access.

Changes Made Menu - Provides easy access to previously modified parameters

Keypad Features Hot-pluggable with upload and download capabilities

- · On-screen scroll bars and graphs
- Up to five separate meters displayed simultaneously
- Two-level password protection
- Plain language alarms and warnings
- Remote keypad mounting kits available



### **USB Connectivity**

The VLT HVAC Drive can be remotely commissioned and monitored through a standard USB connection and MCT 10 PC software.

### **DRIVE FEATURES – MOTOR AND DRIVE INTERACTION**

### Constant-Torque Start

The VLT HVAC Drive's constant-torque start mode provides full torque to accelerate different loads until the drive reaches the setpoint. Breakaway current can be set up to 160% for up to 0.5 seconds for starting high friction loads.

### **Current Limit Circuit**

Adjustable from 0 to 110% of the VLT HVAC Drive's rated current (factory set at 110%). If during acceleration the current required to accelerate the load exceeds the current limit, the VLT HVAC Drive will stop accelerating until the motor current is reduced to normal levels, at which time the load will continue to accelerate at the rate set by the acceleration time.

### **Three-Phase Output Current Measurement**

The VLT HVAC Drive's software measures output current on all three phases. Phase grounding is detected instantly. Output contactors may be repeatedly used with no damage to the drive. Multiple motors may be run from one drive.

### **Advanced Motor Protection**

The VLT HVAC Drive features integrated electronic, thermal motor protection. The VFD calculates the motor temperature based on current, frequency, and time. This system allows for changing cooling conditions as speed and load vary. The drive can predict motor overheating and reports a % of thermal load.

### Motor Preheat Circuit

This preheat function can be activated to avoid condensation on the motor windings when it is stopped.

### Stall Protection

The VLT HVAC Drive provides protection against a stalled motor. When activated, this function can provide a warning or a fault condition caused by excessive motor current at low speeds.

### **DRIVE FEATURES**

### **DC-Link Reactor**

A dual, 5% DC-link reactor on the positive and negative rails of the DC bus is standard equipment on the VLT HVAC Drive. This reactor reduces the level of harmonics reflected back into the building power system without causing a voltage loss at the drive's input and reducing efficiency as an external AC line reactor would. This reactor also improves input power factor. The reactor is non-saturating (linear) to provide full harmonic filtering throughout the entire load range. In performance, the DC-link reactor is equivalent to a 5% AC line reactor.

### **Power Line Protection**

Power line voltage surge protection is provided by means of input Metal Oxide Varistors (MOVs). This protects the diodes in the VLT HVAC Drive's 3-phase full wave diode bridge. The DC-link reactor also acts to reduce input current caused by power line disturbances.

### Sleep Mode

Automatically stops the drive when speed drops below set "sleep" level for specified time. Automatically restarts when speed command exceeds set "wake" level. Saves energy and reduces wear on driven equipment.

### Run Permissive Circuit

Ability to accept a "system ready" signal assures that dampers or other auxiliary equipment are in the proper state for drive operation. This feature also provides the ability for the drive to send a "start signal applied" signal to the system to notify the auxiliary equipment of the drive's request to start.

### Firefighter's Override Mode

Overrides all other commands to provide desired operation. Ignores most alarms including overload, overcurrent, overtemperature, and phase loss. When used with bypass, selectable to run from drive, from bypass, or switch from drive to bypass in the event of a drive failure.

1756R0594 5 October 2012



### **Acceleration / Deceleration Rates**

The VLT HVAC Drive can provide four individually controlled sets of acceleration/deceleration rates each from 1 to 3600 seconds. The shape of these curves may be automatically contoured to prevent tripping.

### Plenum Rated

The VLT HVAC NEMA 1 or NEMA 12 drive is recognized by UL for installation in air handling compartments.

### **Auto Restarts**

The VLT HVAC Drive can be automatically restarted up to 20 times or infinitely at 0 to 600 second intervals. If the application causes the drive to trip more than the number of trials set, the drive will stop operating and display the fault on the display screen. A manual reset will be required by means of the reset key, a digital input, or EIA–485 command. In cases of severe trips, as a safety feature, the drive's input power may have to be cycled to restart a fault.

### **Carrier Frequency**

By using IGBTs, the VLT HVAC Drive can employ high switching frequencies, so the motor current is practically sinusoidal. Audible motor noise can also be minimized by adjusting the switching frequency. These frequencies can be set or adjust themselves automatically to fit the application.

### Input Power

The VLT HVAC Drive is equipped with an automatic sustained power or phase loss circuit. The VLT HVAC Drive will provide a full rated output with an input voltage as low as 90% of the nominal. The drive will continue to operate with reduced output with an input voltage as low as 164 volts for 208/230 volt units, 313 volts for 460 volt units, and 394 volts for 600 volt units.

### **Automatic Motor Adaptation (AMA)**

Knowing motor stator resistance, the drive automatically optimizes performance and efficiency. The motor does not have to be run or decoupled from the load for the AMA setup to be performed.

### Automated Frequency Avoidance / Critical Frequency Lockouts

For applications where it may be necessary to avoid specific frequencies due to mechanical resonance problems in the driven equipment, the VLT HVAC Drive, with its Critical Frequency Lockout Function, makes it possible to set up to four different frequency ranges which will be avoided during operation of the drive. This feature can be programmed by simply activating the feature and pushing OK at the top and bottom points that you wish to avoid.

- Each critical frequency setting can avoid a frequency band which is from 1 to 100 Hz wide. If the reference signal defines that the VLT HVAC Drive is to operate within this critical frequency range, the critical frequency lockout function will keep the drive operating continuously within this range.
- When the frequency reference signal rises above the critical frequency maximum limit, the VLT HVACDrive will allow the motor to accelerate through the critical frequency at the rate set by the acceleration rate.

### **Automatic Energy Optimization Circuitry**

The Automatic Energy Optimization (AEO) function adapts the output of the drive to the specific motor and load connected. This circuit optimizes the system efficiency as system loads change. The AEO function regulates the output voltage on the basis of the reactive current and the effective current. A savings of 3 to 10% in power consumption can be obtained with this function.

### **Preset Speeds**

The VLT HVAC Drive allows for a maximum of 16 programmable preset speeds to be selected from the digital inputs.

### **Energy Monitoring**

Real energy savings are always available without the additional expense of external equipment.

### Real-Time Clock

Adds sophisticated performance to basic control schemes for increased comfort and energy savings.

### **Automatic High Ambient Derate**

If the ambient temperature exceeds the normal limit, the drive can be set to warn of its overtemperature and continue to run, keeping the HVAC system functional. To control its temperature, the drive will reduce the output carrier frequency and then, if necessary, reduce the output current.

1756R0594 6 October 2012



### Preventive Maintenance Scheduling

The VLT HVAC Drive can monitor system usage and notify the operator when preventive maintenance is required.

### Intelligent HVAC Controller

Four auto-tuning PIDs control the drive and up to three other devices, eliminating external controllers and reducing cost.

- Proportional: The proportional gain dictates the rate at which the deviation between actual and desired
  feedback signal is corrected. The higher the gain, the faster the response, but too high a gain can cause hunting
  and a large overshoot.
- Integral Time: The integral time continually compares the feedback value with the desired setpoint over time to make sure the setpoint is reached. The greater the integral time, the longer it takes to actually achieve the setpoint, but improves the system stability.
- Derivative: The derivative function monitors the rate at which the feedback is closing on the desired setpoint and slows the rate of approach to prevent overshooting. This function allows rapid accurate system control.

### **Built-in Communications**

The VLT HVAC Drive is fully equipped for serial communication (EIA–485). Up to 31 drives can be connected to one serial bus up to 5,000 feet long.

Communicates directly with Johnson Controls Metasys (N2), Siemens Building Technologies System 600 (FLN\*), Modbus RTU and BACnet MS /TP systems with no hardware changes or additional costs.

Optional communications include for Lon-Works with the addition of an Option A card

### Broken Belt, Loss of Load

A minimum motor current value can be set to indicate the motor is not using any more current than to run at idle. This can be used to indicate a broken belt or coupler. This feature can also be used to detect when a motor is disconnected from the drive.

### WARRANTY

The VLT HVAC Drive carries a standard 18-month on-site warranty from the date of shipment. This warranty includes parts, labor, travel and expenses.

### **EXTENDED WARRANTY**

If specified, the standard 18-month warranty can be extended to a maximum of 60 months.

### **STARTUP**

If specified, a Danfoss-authorized service technician will perform a professional startup service.

### **AGENCY LISTING**

All drives and option packages are factory built and carry UL and C–UL listings. All drives and option packages are built in ISO 9000 and 14001 certified facilities.

### Boilers & Water Heaters

- > Type (e.g., modulating, condensing, cast iron, water tube, packaged, other): Midwest Mechanical installs all types of commercially available boilers and water heaters
- Brand Name(s): All
- Heating Medium (Electric, Gas, Steam, Hot Water): All
- > Capacity Range (MBH): All
- > Standard Warranty (Parts & Labor): Standard warranty is one year parts and labor
- > Optional Warranty (components covered & Labor): Extended warranty terms are available
- **Estimated Lead/Delivery Time: Lead time varies based upon manufacturer and type of equipment**
- Location of Manufacturing (City, State or Country): The boilers and hot water heaters used by Midwest Mechanical are manufactured in different locations around the world.
- > Range of Efficiencies: All
- **Estimated Market Share (North America): Varies based upon manufacturer**
- Provide example data on each type of product provided: Attached below is an example of a boiler used on one specific job. Additional details can be provided upon request.
- Detail Features & Benefits

### **OUTDOOR CREST** COMMERCIAL CONDENSING BOILER



**MODELS** OF 0751 - OF 6001

OFN-Sub-05



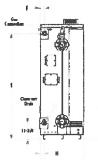
Submittal Sheet

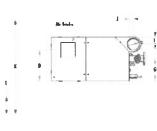
Job Name:	Location:	Contractor:	Туре Gas:
Engnéer:	Nodel#:	Agent/Wholesaler:	Equipment lag(वृं:

JOB NOTES: SIDES BACK TOP









Indoor Models Without the Hood Shown

- Notes:

  \* Insert "N" for natural gas, "L" for iP gas models

   Outdoor hood width marches the Indoor product width.
- Ierhinur shuild be consulted before selecting a boiler for installations having unusual piping and pictup requirement, such as intermident system operation, extensive piping systems, etc.
- The ratings have been determined under the provisions governing foiced draft burners.
- The Net Allia water ratings shown are based on a paring and pictup allowance of 1.15.

No.	del	Imp	net	AHRI	Gross	Not iHRI	lurg-	19/20		3233		100			1	300	-					Gas	Wder	Air	Vent	Operofing	Shipping
	nber	Mir MBH	Max MBH	hermai %	Output MBH	lering MBH	dowa Ratio	•	B		D	· ·	-	6	Н			K		N	N	Const.	(orn	Inlet	Size	(lts.)	( pr  #I
O 0F*0	751	50	750	96%	720	626	15:1	30"	53-7/8"	83"	21-1/4"	72-7/8"	3-1/4"	15"	31/4"	7-3/8	3"	66-1/8"	11-7/8"	67-3/8	87-1/8	1-1/4"	3,	6"	6*	1,768	1,560
O 0f1	001	50	999	96%	959	834	20:1	30"	53-7/8"	83"	21-1/4"	72-7/8"	3-1/4"	15"	41/2"	61/2	4"	66-1/8"	11-7/81	67-3/B*	87-1/8"	1-1/4"	3.	6"	6"	1,838	1,596
O 0F11	251	625	1.250	96%	1,200	1,043	20:1	30"	53-7/8"	83"	21-1/4"	72-7/8°	3-1/4"	15*	33/4"	6-1/2"	3-1/8"	66-1/8°	11-7/8"	67-3/8"	87-1/8"	1-1/2"	3"	6"	8.	1,975	1,648
O 0f*1:	501	10	1,500	96%	1,440	1,252	25:1	30"	63-7/8"	83°	21"	70°	3"	15"	3-1/2"	5-1/8"	3-7/8"	65-3/8"	12-3/8"	77-3/8"	97-1/8"	1-1/2"	4"	8"	8"	2,307	1,961
0 011	751	70	1,750	96%	1,680	1,461	25:1	30"	64-3/8"	83"	21"	70"	3"	15"	2.7/8"	5-1/8"	2-7/B*	65-3/8"	12-3/8"	77-3/81	87-1/8"	1-1/2*	4"	6"	8"	2,458	2,017
O 05.5	001	(6)	1,999	96%	1,919	1,669	25:1	30"	64-3/8"	83"	21"	70°	3"	15"	21/2	5-1/8"	2-7/8"	65-3/8"	12-3/84	77-3/8"	87-1/\$*	1-1/2"	4"	8"	6"	2,570	2,087
O 0F12	501	125	2500	96%	2,400	2,087	20:1	37"	79.3/8"	83*	26-13/16"	73-1/16"	7-5/16"	18-9/16"	211/16	8-7/16"	5-1/16*	63-13/16"	13-1/2"	92-3/4"	87-3/16"	7	4"	8"	9"	3,600	2,577
O 01.31	001	150	3000	96%	2,863	2,507	20.1	37"	79:3/8"	63"	26-13/16"	73-1/16"	7-5/16"	18-9/16"	2-11/16	8-7/16"	5-1/16"	63-13/16"	13-1/2"	92-3/4"	87-3/16"	2"	4"	10*	10*	3,900	2,681
O 0F13	501	175	3500	96%	3,364	2,925	20:1	42"	81-7/8"	83-1/8"	29-5/16"	73-5/16"	6-1/2"	71-1/16"	4.1/8"	8-7/8"	5-3/16"	63-1/2"	13-5/8"	95-7/16"	87-1/4"	7	4"	10"	10"	4,600	3,218
O 0F40	001	3333	3999	96%	3,843	3,342	121	48"	93.1/8"	83-1/8"	33-3/8"	74-11/16"	7-3/8"	24	7-1/8"	11-7/8"	5-1/16"	63-1/4"	13-3/8"	106-3/4"	87-1/4"	2-1/2"	4"	12"	12"	5,200	3,805
O 01'9	001	4999	4999	96%	4,804	4,177	10:1	48"	94-1/16"	63-1/8"	33-3,8"	7411/16"	7-5/8"	24-1/16"	59/16"	9-9/16"	4-1/16"	63-3/16"	14-7/8*	95-7/16"	87-1/4"	2-1/2"	6"	14"	14"	5,900	4,101
O OF 6	001	600	6000	96%	5,766	5,014	101	52-1/16"	96-1/8"	83-1/8"	35-3/8"	73-13/16"	1-J/10°	26-1/16"	6'	10-3/8"	4-1/2"	63-3/16"	14-7/8"	109-3/4"	87-5/16"	3"	6"	14"	14"	6,900	4,711

Information sobject to change without notice. Dimensions shown are approximate and should not be used for construction purposes.



### **OUTDOOR CERTIFIED**

12 INPUTS FROM 750,000 TO 6.0 MILLION

CON-X-US® REMOTE CONNECT MODBUS AND BACHEL MSTP PROTOCOL

### CASCADING SEQUENCER WITH CASCADE REDUNDANCY

UP TO 25:1 TURNDOWN RATIO FLEXIBLE FLOW RATES UP TO 600 GPM FRONT END LOADING CAPABILITY

### Smart Touch™ Features

CON-X-US Remote Connect

SMART TOUCH Touchscreen Operating Control Full-Color 8" Touchscreen LCD Display

### Built-In Cascading Sequencer for up to 8 Boilers

- > Built-in Redundancy
- > Cascade Multiple Sized Boilers
- > Lead/Lag Cascade
- > Efficiency Optimized Cascade

### Front-End Loading Capability with Copper-Fin 100 and Power-Fin@ Boilers

**Building Management System Integration** with 0-10 VDC input

### BACnet MSTP Communications

Outdoor Reset Control with Outdoor Air Sensor Passwood Security

### **Domestic Hot Water Prioritization**

- > DHW tank piped with priority in the boller loop
- > DHW tank piped as a zone in the system with the mps controlled by the Smart System
- > DHW Modulation Limiting
- > Separately Adjustable SH/DHW Switching Times

### Low Water Flow Safety Control & Indication Inlet & Outlet Temperature Readout

Freeze Protection

Service Reminder

Time Clock

### Data Logging > Hours Running, Space Heating

- > Hours Running, Domestic Hot Water
- > Hours Running, Modulation Rate
- > Ignition Attempts

### Programmable System Efficiency Optimizers

- > Night Setback
- + Anti-Cycling Outdoor Air Reset Curve
- Ramp Delay
- Boost Temperature & Time
- Modulation Factor Control

### Three Pump Control

- > System Pump Boiler Pump
- Domestic Hot Water Pump

### High-Voltage Terminal Strip

- 120V/1PH/60Hz Power Supply
- (OF 0751-2001)
- > 208V/3PH/60Hz Power Supply (OF 2501-3501)
- > 480V/3PH/60Hz Power Sumply (OF 4001-6001)
- > System Pump, Boiler Pump and DHW Pump Power

### Low-Voltage Terminal Strip

- > 24 VAC Auxiliary Device Relay
- Auxitiary Proving Switch Contacts
- Alarm on Any Failure Contacts
- Runtime Contacts
- > DHW Thermostat Contacts
- ) Unit Fnable/Disable Contacts
- System Sensor Contacts

  DHW Tank Sensor Contacts
- > Outdoor Air Sensor Contacts
- Cascade Contacts
- > 0-10 VDC BMS External Control Contact



### **Codes & Registrations**

ANSI 771.13/CSA Certified ASME Certified, "H" Stamm / National Board California Code Compliant CSD1 / Factory Mutual / GE Gap Compliant South Coast Air Quality Management District Qualified & Energy Star Rated (OF 0751 - 2001)

### Standard Features

AHRI Certified

Proof of Closure Valve (FB 6001)

Modulating Burner with up to 25:1 Turndown

Direct-Spark Ignition Low NOx Operation

Sealed Combustion

Air Inlet Filter Low Gas Pressure Operation

### Vertical and Horizontal Direct Venting

- Direct Vent up to 100 Feet
- PVC, CPVC, Polypropylene or AL29-4C (FB 0751-4001)
- > AL 29-4C (FB 0751-6001)
- ASME "H" Stamped Heat Exchanger
- 316L Stainless Steel Fire Tubes
- 160 psi Working Pressure
- On/Off Switch

Adjustable High Limit with Manual Reset

Low Water Cutoff with Manual Reset & Test High & Low Gas Pressure Switches w/Manual Reset

Low Air Pressure Switches

Condensate Trap w/Blocked Drain Switch

Drain Valve

System Sensor

Outdoor Air Sensor

Inlet & Outlet Temperature Sensors

High-Voltage Tenninal Strip

Low Voltage Terminal Strip

Downstream Gas Test Cocks

50 psi ASME Relief Valve Temperature & Pressure Gauge

Lechinver, LLC 300 Maddox Stepson Parketaly Lebanon, Fennessee 37090 P. 615.889.8900 / E. 615.547.1000 1 Din D Lochinvar.com















### **HVAC Specialty Products**

- Type: All
- Brand Name(s):All Heating Medium (Electric, Gas, Steam, Hot Water): All Types of Heating Medium
- Cooling Medium (DX, Chilled Water): All Types of Cooling Medium
- Capacity Range (CFM and/or MBH): All
- Standard Warranty (Parts & Labor): Standard Warranty is one year
- Optional Warranty (components covered & Labor): Optional Warranties are available
- Estimated Lead/Delivery Time: Varies based upon manufacturer
- Location of Manufacturing (City, State or Country): Midwest's Specialty products are manufactured in various locations around the world
- Range of Efficiencies: All
- Estimated Market Share (North America): Varies based upon manufacturer
- Provide example data on each type of product provided: Examples below
- **Detail Features & Benefits**



### PLENUM SLOT DIFFUSER

SUPPLY • ADJUSTABLE

"WIPER BLADE" PATTERN CONTROLLERS

MODEL: 5750, 5775, 5710 AND 5715

### **DESCRIPTION:**

- The 5700 Series Plenum Slot Ceiling Diffusers have been designed for standard lay-in T-Bar ceiling grid applications. They integrate and blend with the suspended grid, so offering an extremely unobtrusive method of air distribution.
- 2. The 5700 Series incorporates an extruded aluminum adjustable pattern controller. The direction of airflow is adjustable from the face through a full 180°. The controller incorporates a soft gasket seal that seats against the inside of the plenum casing or center tee on multi-slot models in the horizontal setting, ensuring a tight projection of air across the ceiling. The horizontal pattern is maintained throughout a wide range of cataloged air volumes from maximum to

minimum flow. They offer the discerning engineer and architect premium quality construction and design features, making them an excellent choice for VAV applications. Factory furnished center tees are dropped below diffuser face to match the ceiling grid.

Standard nominal lengths: 20", 24", 30", 36", 48" and 60" to suit imperial ceiling grids. 500, 600, 750, 900, 1200 and 1500 mm to suit metric grids.

Slot width: Choice of 1/2", 3/4", 1" and 1 1/2" (13, 19, 25 and 38).

Number of slots: Choice of 1, 2, 3 or 4 slot configurations.

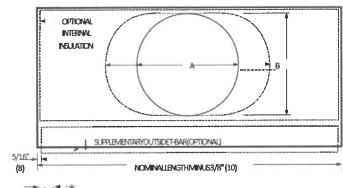
Standard inlet sizes: 6", 8", 10" and 12" (152, 203, 254 and 305). Other sizes are available.

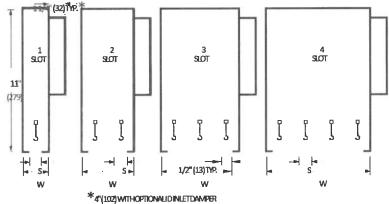
- 4 The pattern controller is split mid-way on units 36" (900) long and over. This allows a 2-way opposite blow pattern from a single slot.
- 5 Material: Corrosion resistant steel for plenum, pattern controllers and center tees.
- 6 Standard Finish:

BK. Black pattern controllers and, exposed surfaces. AW Appliance White oncenter 1-bars.

### **OPTIONS:**

- 1. D EX External Foil Back Insulation
- 2. Internal Insulation
  - a D Model 5750I
- D Model 57101
- D Model 57751
- D Model 5715I
- b D FGI 1/4" (6) Coated Fiberglass (standard)
  - D FFI 3/8" (10) Fiber-free foam
- 3. D ID Inlet Damper
- 4. D CN Cross Notch. Bisects diffuser length to allow a 48" (1200) unit to install in a 2' x 2' (600 x 600) grid.
- 5. D PF Plaster Frame
- 6. Supplementary T-Bars
  - D T1 One (inlet side)
  - D T0 One (opposite inlet side)
  - D T2 Two (both sides)
- 7. Mounting Clips
  - D M1 One side (2 opposite inlet side)
  - D M2 Both sides (4)
- 8. D SP Special features





- D MODEL 5750
- D MODEL 5710
- 1/2" (13) Slot width
- 1" (25) Slot width
- D MODEL 5775 3/4" (19) Slot width
- D MODEL 5715 1 1/2" (38) Slot width

			S Slot	Width	
		1/2" (13)	3/4" (19)	1" (25)	1 1/2" (38)
	1 Slot	1 1/2" (38)	1 3/4" (44)	2" (51)	2 1/2" (64)
w	2 Slot	3" (76)	3 1/2" (89)	4" (102)	5" (127)

	Nomina	l Inlet Size	
6" (152)	8" (203)	10" (254)	12" (305)
Round	Round	Oval	Oval

SCHEDULE TYPE:			imancions are	in inches (mm	١
PROJECT:	JAMIE McGEE - ADDED SLOT DIFFUSERS		illiciisions arc	in inches (initi	ı <i>,</i>
ENGINEER:		DATE	B SERIES	SUPERSEDES	DRAWING NO.
CONTRACTOR:	Midwest Mechanical	3-1-16	5700	11 - 11 - 13	5700-1

### PERFORMANCE DATA • MODEL SERIES 5700

MODEL: 5710(I) • 1" (25) SLOT WIDTH

### 2 Slot • 24" (610) Long

	Airflow, CFM	50	75	100	125	150	175	200
6"	Total Pressure	.016	.036	.064	100	.144	.196	.256
Round Inlet	Static Pressure	.012	.026	.046	073	.105	.142	.186
	Noise Criteria	-	15	22	27	32	36	38
	Throw	2-6-13	6-10-19	9-13-21	11-17-24	14-19-26	16-20-28	18-21-30
	Airflow, CFM	70	100	130	160	190	220	250
8"	Total Pressure	.021	.043	.072	109	.154	.207	.267
Round	Static Pressure .018		.037	.063	.095	.135	186	.233
Inlet	Noise Criteria	-	15	22	27	32	36	40
	Throw	5-9-18	9-13-21	11-17-24	14-19-26	16-20-28	18-21-30	19-23-32
	Airflow, CFM	90	125	160	195	230	265	300
10"	Total Pressure	.032	.061	100	149	207	.274	.352
Round	Static Pressure	.030	.057	.094	140	.194	.258	.330
Inlet	Noise Criteria	<b>-</b>	16	24	30	35	38	41
	Throw	8-12-19	11-16-23	14-19-26	16-20-28	18-22-30	20-24-32	22-25-33

### 2 Slot • 48" (1219) Long

	Airflow, CFM	80	115	150	185	220	255	290
6"	Total Pressure	.025	.051	.086	131	.185	249	.322
Round	Static Pressure	.014	.029	050	.076 23	.107	144	.186
inlet	Noise Criteria	-	-	16		29	35	40
	Throw	3-6-14	4-10-20	8-14-25	11-18-28	13-20-30	16-23-33	19-25-36
8" Round inlet	Airflow, CFM	85	110	140	175	220	285	360
	Total Pressure	.019	033	.053	.083	131	219	.349
	Static Pressure	.015	025	041	064	.101	170	.271
	Noise Criteria	-	-	-	15	22	29	37
	Throw	3-6-16	4-10-20	7-13-24	11-16-27	14-20-30	18-24-34	22-27-38
	Airflow, CFM	110	140	180	230	290	370	430
10"	Total Pressure	.021	.033	.055	.090	.143	233	.315
Oval	Static Pressure	.018	029	.048	.079	.126	205	.276
Inlet	Noise Criteria	-	-	-	20	27	35	40
	Throw	4-10-21	7-13-25	11-18-28	14-22-32	19-25-36	24-29-40	25-31-43
	Airflow, CFM	110	140	180	225	285	365	465
12"	Total Pressure	.016	025	042	-066	.105	172	.280
Oval	Static Pressure	.014	.023	039	.060	.097	159	.258
Inlet	Noise Criteria	-		-	16	23	31	39
******	Throw	5-11-22	7-14-25	12-18-28	13-20-30	19-25-36	23-28-37	25-31-44

2 Slot • 60" (1524) Long

	Airflow, CFM	70	115	160	205	250	295	340
6"	Total Pressure	.019	.050	.097	.159	.237	329	.437
Round	Static Pressure	.010	.027	.052	.086	.127	.177	.235
Inlet	Noise Criteria	-	-	19 9-12-19	26 11-16-22	32	36	38
	Throw	3-5-12	6-9-17			14-18-25	15-19-27	16-20-28
	Airflow, CFM	90	150	210	270	330	390	450
8"	Total Pressure	.016	.044	.086	.142	.212	297	.395
Round Inlet	Static Pressure	.011	.032	.062	102	.153	214	.284
	Noise Criteria	-	-	15	23	30	35	40
	Throw	4-7-15	8-12-19	12-16-23	15-18-26	16-20-28	18-22-31	19-23-33
	Airflow, CFM	160	225	290	355	420	485	550
10"	Total Pressure	.031	.060	.100	.151	.211	281	.361
Oval	Static Pressure	.024	.048	.080	.120	.168	224	.288
Inlet	Noise Criteria	-	15	22	29	34	39	43
	Throw	8-12-19	12-16-23	15-19-26	17-21-30	19-23-32	20-24-34	21-26-37
	Airflow, CFM	220	300	380	460	540	620	700
12"	Total Pressure	.036	.066	.106	.155	.214	282	.360
Oval	Static Pressure	.029	.054	.087	.127	.175	231	.294
Inlet	Noise Criteria	_	19	26	32	37	41	44
	Throw	12-16-23	15-19-26	18-22-31	19-23-33	21-25-36	22-27-38	24-29-41

### Equipment Parts and Supplies

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other): Midwest is a service organization at its core.
  Midwest Mechanical maintains a stock of equipment parts and supplies which are normally used in commercial HVAC repairs
- > Brand Name(s) stocked: All Brands.
- ➤ Location of stocking parts: Many parts are stocked at our Lombard warehouse. Whatever material is not stocked in Midwest's warehouse is stocked at a variety of parts warehouses within a 10 mile radius. The Midwest service team has ready access to a variety of parts and supplies which are stocked locally
- > Standard Warranty (Parts & Labor): Midwest Mechanical's work is warrantied for one year
- Optional Warranty (components covered & Labor): Optional warranties are available
- > Estimated Lead/Delivery Time: Varies based upon product and manufacturer
- > Percentage of locally stocked parts to delivered parts: It is estimated that Midwest has access to 85% of their needed parts in local warehouses.
- Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

### Startup & Commissioning Services

Define process for validation of system or equipment operation to design: System validation is self-performed or via factory representatives depending on the specified

requirements, project documentation, or owner preferences. The basic procedures normally involve three elements 1) Installation Qualification (IQ), 2) Operational Qualification (OQ), and 3) Performance Qualification (PQ) To complete the process the following documents and procedures are reviewed for accuracy, functionality, and proper operation depending on the system design and complexity:

- Functional specifications (the conceptual design)
- · Design drawings, plans, and specifications
- Contractor documents (e.g. shop drawings and submittals)
- Testing, adjusting, and balancing (TAB) and start-up reports
- Commissioning report (the actual executing of validation protocols may commence; commissioning may be performed as part of the development phase of validation)
- Validation (IQ, OQ, and PQ)
- > Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other): Midwest technicians provide startup and checkout services on all types of HVAC equipment
- List key personnel (factory, sub-contract, other): **Key personnel include:** 
  - o Project Manager
  - o Lead Midwest Technician
  - Lead Factory Technician
- References (public sector only):
  - o South Suburban College
  - o Lombard School District 44
  - o West Chicago Library
  - o Palos School District 118
  - Cook County District 104
  - Valley View School District 365U
  - o Buffalo Grove Park District
- Case studies describing benefits of services: See Case Studies in the Turnkey section of this RFP

### Service & Maintenance

- > Type: Midwest Mechanical offers a full range of maintenance and repair services on all types of HVAC Systems, including preventative, full service and emergency 24/7 repair
- Define processes for each type of service and/or maintenance of the system or the equipment: Midwest Mechanical has a dedicated Service Sales and Operations staff which is dedicated to customizing our Service and Maintenance offering to each individual client. Out process starts with a clear understanding of the customer's needs, and then sales and operations work together to offer a proposal which meets those needs.
- ➤ List key personnel: Roger Baaske (VP of Service Operations), Jason Nape (Service Sales Manager)- Roger and Jason work together to provide service and maintenance offerings to our clients

- > References:
  - South Suburban College (Full Service Maintenance)
  - River Trails School District (chiller maintenance)
  - o College of Lake County (HVAC maintenance)
  - o Lombard School District 44 (HVAC maintenance)
  - Glencoe Park District (HVAC maintenance)
  - West Chicago Library (HVAC maintenance)
  - Downers Grove Park District (HVAC maintenance)
  - Village of Bartlett (HVAC maintenance)
  - Morton Grove Public Library (HVAC maintenance)
  - Palos School District 118 (HVAC maintenance)
  - Thornton High School District 205 (HVAC maintenance)
  - Crete Monee School District 201 (HVAC maintenance)
  - Lockport School District 91 (HVAC maintenance)
  - Waubonsie Community College (HVAC maintenance)

### ♦ Installation and Turnkey Contracting for HVAC and related Scopes of Work

- > Type: Turnkey Contracting for HVAC and Controls on new and existing buildings
- Define process:
  - o Understand Client Needs for HVAC and related services
  - Co-Author a Design Build solution with the owner
  - Verify that the design and budget meets the customer needs
  - Deliver a Co-Op proposal which details the scope of work and pricing to the owner
  - o Begin Construction
- Bonding and licensing capabilities:
  - Midwest Mechanical is licensed as a designer and contractor
  - o Midwest Mechanical offers P&P bonds to all public sector clients
- List key personnel:
  - o Dan Brandolino (Vice President- Public Sector)
  - Lyle Weseloh (Director of Operations- Public Sector)
  - Bob Hayes (Vice President of Engineering)
- References (public sector only)
  - o River Forest School District 90
  - Cook County School District 104
  - Buffalo Grove Park District
  - o Palos School District 118
  - Valley View District 365U
  - Lombard School District 44
  - o Glenview Park District
- Case studies describing benefits of services

## Case Study 1



River Forest School District 90

To inspire a love of learning and ensure educational excellence for every child

#### The Challenge

River Forest School District is a highly successful K-8 learning environment based in one of the premier suburbs of Chicago. The three school buildings within the District were all constructed over 50 years ago and each building includes several additions and renovations. Due to the age of the buildings, there was a significant need to address a Building Automation System that was not maintainable and classroom Unit Ventilators which were broken. The District was interested in an approach which provided a cost effective but also high quality solution, and the ability to adhere to the District's vision of cooling readiness and a very restrictive construction schedule.

#### The Solution

Midwest Mechanical was in a unique position to offer the District the ability to do a true Design/Build project through its NCPA Cooperative Purchasing (co-op) contract. This contract vehicle allowed the District to work with Midwest directly to establish project scope, which resulted in reduced cost to the District. The engineering, skilled labor and material, and project management needed to do the work was purchased directly through the co-op contract, avoiding layers of markups. The District's architect performed an independent price check for the proposed scope. It was found that the Midwest proposal price was 20% below the architect estimate. In addition, Midwest's proposal was a guaranteed price with no change orders.

The project schedule proved to be very challenging. In two of the buildings, Midwest could not start work until July 15 and had to be substantially complete by the start of school on August 26. Planning and logistics were critical in ensuring project success

**About the Client** 

The main contact for District 90 throughout the project was the Business Manager, Anthony Cozzi. Mr. Cozzi has been at the District for 12 years and has had the opportunity to do many projects there, using different procurement vehicles. He was able to offer insight on his use of the co-op for this project.

Q: How were you able to show your School Board that this project was a "good deal" for the District?

A: "After receiving the scope of work and cost proposal from Midwest, we asked our architect, along with our mechanical engineering consultant, to provide us with their own estimates. We did not share the Midwest proposal with them, and theirs came in significantly higher. We then share with them Midwest's proposal for a complete review and they found no issues."

Q: Why did you initially consider doing this work through the co-op?

A: "We initially felt that the cost savings were the driving factor. However, after we had in-depth discussions with Midwest, we felt that their expertise was equally as important."

Q: How did your Board react to using the co-op approach for purchasing services?

A: Once the Board understood that there were significant cost savings and that our District's legal counsel reviewed the contract, they were very supportive."

Q: Describe how Midwest Mechanical interfaced with your architect on this project.

A: "Midwest was open to discussing all facets of the project with our architect in order for him to review progress reports, pay out requests and perform walk thru's in order to develop punch lists."

Q: Did you experience any additional or "hidden" costs using this approach?

A: "No. As Midwest promised, their proposal included all costs, even found conditions in the field."

Q: How would you describe the level of communication that you received from Midwest during Design Development and Project Implementation?

A: "Midwest was always available whenever I needed help. Lyle, Jeff and Aaron always kept us informed and handled every issue that arose."

Q: Would you do more projects through the co-op?

A: "Absolutely!"

**About Midwest Mechanical** 

Established in 1974, Midwest Mechanical is a privately held commercial HVAC services and facility management company focused on energy efficiency for building owners and operators throughout Chicagoland. As a licensed mechanical engineering design firm, with in-house Union labor, we partner with clients to help control the cost of HVAC system operations through maintenance programs, operations and design/retrofit projects. Midwest Mechanical is a member of the NCPA Purchasing Cooperative allowing public sector clients the ability to purchase skilled labor and services direct.

How Can we Help Your School District

### Case Study 2



#### The Challenge

Cook County School District 104 is a highly successful K-8 learning environment situated on the outskirts of Chicago. The five school buildings within the District were all constructed over 50 years ago and each facility includes several additions and renovations. The buildings were heavily renovated around 2000 with several phases of construction and upgrades being done since then. One of the few remaining needs was the heating plant at Walker School. The plant was nearly 50 years old and represented the largest financial risk to the District. The District was interested in an approach which provided a cost effective but also high quality solution.

#### The Solution

Midwest Mechanical was in a unique position to offer the District the ability to do a true Design/Build project through its NCPA Cooperative Purchasing (co-op) contract. This contract vehicle allowed the District to work with Midwest directly to establish project scope, which resulted in reduced cost to the District. The engineering, skilled labor and material, and project management needed for the project was purchased directly through the co-op contract, avoiding layers of markups.

The existing heating plant had several ceiling mounted inline zone pumps with no redundancy. Midwest engineering worked with the District's Director of Building and Grounds, Don Dames to develop a scope. The new heating plant include re-designed distribution system that reduced the number of pumps, added system redundancy and located system pumps to the floor to allow for ease of maintenance. The District was then able to conduct due diligence by comparing pricing developed by their architect with the pricing established though the co-op. The co-op pricing was very favorable. In addition, Midwest's proposal was a guaranteed price with no change orders.

#### About the Client

The Midwest team worked with two key District Administrators throughout the project. For all strategic and business issues, Dr. Troy Whalen, the Superintendent was the main contact for District 104. Dr, Whalen has been the Superintendent at 104 for six years. Don Dames, a 24 year District employee, was responsible for all things technical. An interview was conducted with Dr. Troy Whalen and here are a few of the exchanges:

Q: What was your experience purchasing services through a co-op prior to this project?

A: The District had done a Unit Vent/AC project through a purchasing co-op a few years ago. But other than things like furniture, those were the only two projects for services.

Q: How would you describe your relationship with Midwest Mechanical?

A: Very positive. Midwest offers great communication. The project team gave me consistent updates. They were very patient fielding our concerns.

Q: How were you able to show your board that this project was a "good deal" for the district?

A: The pricing which Midwest provided was compared to the architect's estimate for the work. Midwest's pricing was below the estimate.

Q: How did you determine the scope of the project?

A: Our Buildings and Grounds Director worked directly with the Design/Build team at Midwest to coauthor a scope of work. The District was able to determine what manufacturers were used and what layout was used for the mechanical room.

Q: How would you compare and contrast this project with similar HVAC projects that you've done in the past using a different procurement vehicle?

A: The co-op approach is much simpler than any other method. It is very straightforward. Once a solution is developed, the pricing is very prescriptive and easy to understand. Having done Performance Contracting in the past, the co-op was a much more comfortable approach.

Q: Did you experience any additional or "hidden" costs using this approach?

A: "No.

Q: Would you do more projects through the co-op?

A: Yes

**About Midwest Mechanical** 

Established in 1974, Midwest Mechanical is a privately held commercial HVAC services and facility management company focused on energy efficiency for building owners and operators throughout Chicagoland. As a licensed mechanical engineering design firm, with in-house Union labor, we partner with clients to help control the cost of HVAC system operations through maintenance programs,

operations and design/retrofit projects. Midwest Mechanical is a member of the NCPA Purchasing Cooperative allowing public sector clients the ability to purchase skilled labor and services direct.

How Can we Help Your School District

### Warranty Services

- > Type: Midwest Mechanical offers a standard one year parts and labor guarantee on all Projects. In addition to our standard warranty, Midwest has the ability to offer up to 10 years of additional parts and labor warranty on a project. These additional warranty options allow the customer to have peace of mind over an extended amount of time.
- Define processes for each type of warranty
  - When a project is in the midst of completion, a warranty turnover meeting is scheduled with the customer. In this meeting, the owner is introduced to their service technician and service team that will be their main contact during the warranty period.
  - The Service/Warranty team is part of the equipment startup process.
  - Once work is complete and all equipment has been installed and officially started up, the warranty term will commence.
  - The customer will be in contact with their service team to address any warranty or service issues that arise during the warranty period.
- List key personnel (factory, sub-contract, other)
  - o Joe Senese, Project Manager
  - Lyle Weseloh, Director of Operations- Public Sector
  - Dustin Purcell, Service Sales- Public Sector
- References (public sector only)
  - River Forest School District 90
  - Cook County School District 104
  - o Buffalo Grove Park District
  - o Palos School District 118
  - Valley View District 365U
  - Lombard School District 44
  - o Glenview Park District

### Energy Services

#### Type:

♦ Midwest Mechanical can provide a full array of Performance Contracting and Energy Services.

#### **Process:**

#### Step 1: Preliminary Energy Audit

Conduct a relatively quick inspection of the customer's facilities to get a general idea of the current energy use, improvements needed, and the potential for savings. Compile the results of the preliminary analysis and prepare/present the findings to the customer. At this point a decision is made to proceed with a formal investment grade audit or pursue a different project path.

#### Step 2: Investment Grade Audit (IGA)

The IGA is a comprehensive audit of the customer's facilities. Prior to the IGA, the customer and Midwest determine the audit scope. Following the IGA, Midwest presents the final IGA Report to the customer to include an outline of a proposed project.

#### **Step 3: Energy Performance Contract**

The Energy Performance Contract defines the project scope, the terms of the guarantee to include the terms of the Measurement and Verification (M&V) period and construction schedule. Before the contract is finalized, the customer and Midwest work together to determine the final project scope, based on the customer's priorities, projected energy and O&M savings, and costs. The final Energy Performance Contract is reviewed to ensure compliance with existing procurement rules and regulations. Energy Performance Contract is signed by the customer and Midwest and the project commences. Note: While developing the performance contract Midwest Mechanical can help the customer make financing arrangements, most projects are financed through tax-exempt municipal leases or state/local bonds.

#### Step 4: Measurement and Verification (M&V)

- Measurement and verification occurs after the project is completed when energy and O&M cost savings are calculated to verify that the reduction in energy usage meets the terms of the guarantee. Midwest performs the M&V and reports results monthly or at agreed intervals to the customer.
- Midwest will offer full validation and guarantee of the energy savings to our customer. This includes providing a financial guarantee of any shortfall of the contractually committed energy savings.
- Describe the value to participating agencies
  - Midwest Mechanical can offer a full array of Plumbing, Electrical and HVAC services that allow the customer to take full advantage of the cooperative to save time, money and resources.
- Describe the value to NCPA
  - Midwest provides NCPA with a supplier that can offer customers a wider array of services and solutions. By expanding our offering to include the scope of our

"Value Added Products and Services", Midwest can increase the amount of revenue sold through NCPA.

- Describe how your company would market this product and/or service through this contract
  - Midwest is currently a leading provider of HVAC Service and Replacement to private sector clients throughout its service territory. Midwest has created a dedicated public sector sales team that would present this offering to clients in the public sector. Midwest would market through public associations such as ASBO, IPDA, and ILA to connect our offering with the end user.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - Our analysis indicates that the market opportunity for Midwest by being able to offer HVAC service and replacement through the cooperative represents a \$3M annual growth opportunity.

#### **Detailed Description**

- ♦ Where is the product manufactured?
  - Energy Services and Performance Contracting are not product centric offerings
- ♦ Any certifications provided?
  - Our engineers are professionally licensed and degreed. We have Certified Energy
     Managers as part of our Engineering team
  - Our tradesman are all union trained and certified
- ♦ Where is the service performed?
  - This service is performed by Midwest throughout the Chicagoland area.
- Who performs the service and what is their expertise?
  - This service is performed by the following professionals:
    - HVAC service- performed by union technicians that are trained and certified to work on this type of equipment
    - HVAC replacement- performed by licensed engineers and union tradesman that are trained and certified to do this type of work.
- Is this a proprietary product and, if not, who is your competition?
  - O This service is not proprietary. Our competition is ESCO's in the Chicago area.
- Provide references

The following are a list of school districts that Dan Brandolino, our Vice President-Public Sector has entered into a contract with over the course of his career. These projects were secured while Dan was representing other companies. However, they do represent the level of relationship and knowledge that Midwest exhibits within the K12 marketplace.



#### Reed-Custer CUSD255 (2002)

Braidwood, IL

Contract Amount: \$2,000,000

Main Contact: Dr. Don Hendricks, Superintendent

Improvements: Roofing

### Equipment Rentals

- > Type: Midwest Mechanical offers all types of HVAC and Power Rentals
- > Brands available: Midwest Mechanical installs rental equipment which is manufactured by all of the major manufacturers
- Locations of rental fleet:
  - Midwest accesses four different local rental fleets, all within 20 miles of our Lombard office
- Process of accessing rental fleet during disaster event
- List key personnel
  - Lyle Weseloh (Director of Operations- Public Sector)
  - Joe Senese (Project Manager- Public Sector)
- Case studies describing benefits of services

The Following Case Study comes from one of our Rental Partners

#### The Setup

After a university lost operation of its chilled water plant as the result of a failed compressor bearing, their local mechanical contractor recommended a temporary solution during repairs that would span approximately two weeks in the middle of the semester.

#### The Story

This university's maintenance staff discovered a chiller failure on a quiet Saturday morning, causing a scramble to find assistance and to put into a place a solution that would allow for temporary operation by Monday morning when classes began, an ambitious timeline. Contacted by the university's mechanical contractor, Carrier Rental Systems responded to the call, determined a preliminary solution, and arrived onsite with equipment.

After doing an assessment for seasonality, Carrier determined that the full 1,700 tons represented by the failed chiller would not be necessary and that a 1,500 ton system would suffice, capitalizing on space and a savings capture for the university. Once on campus, Carrier quickly realized that space was at a premium on that end of the premises and that a water-cooled system with cooling towers would answer the challenge. Yet, another snag appeared: after a brief planning session, the university realized it did not have enough internal power to run Carrier's temporary system. Once that became evident, Carrier delivered portable generators along with taps for the temporary chilled water lines.

Including these decisions, points of planning, and delivery and setup of equipment, Carrier had the temporary system fully functional and running by Monday morning for class.

#### The Upshot

The practical effect of the mishap was largely invisible to the faculty and student body, Carrier reduced the university's expenditure by meeting their need and effectively engineering a solution that avoided unnecessary equipment and fuel charges on an extremely tight timeline.

#### Financial Services

- > Type: Municipal Lease Offering
- > Describe each type of funding and availability:
  - Municipal Lease Offering
    - Midwest Mechanical has developed a private label municipal lease offering which is designed to help customers finance much needed HVAC projects. This offering is available to all public sector clients.
- > Funding Sources: Municipal Lease priced at current Muni Bond prices
- > List key personnel
  - o Dan Brandolino (Vice President- Public Sector)
- > References (public sector only)
  - Johnston Community College (\$3.5M)
  - Alamance Community College (\$2.5M)

#### Professional Services

Midwest does not offer "Professional Services" such as Engineering and Architectural Services through our NCPA contract. Any Engineering provided is inherent or incidental to the Turnkey Contracting Services which we provide.

### Site Surveys

- > Type: The Midwest team has the capability to provide a wide array of site surveys. Our team of experienced engineers, field superintendents and service technicians can survey equipment, energy, and maintenance items.
- Describe type of survey
  - All types of building surveys
- > Licensing and certification capabilities
  - Midwest Mechanical is a licensed engineering firm in the state of Illinois
  - o Midwest has several Certified Energy Managers on staff
  - o Midwest has several Professional Engineers on staff
- > Advanced technology uses for each type of survey
  - o Midwest has BIM modeling capability
- List key personnel (internal and/or external)
  - o Lyle Weseloh, Director of Operations- Public Sector
  - o Dan Hollenbach, Engineering Manager
- > References (public sector only)
  - Upon Request

### Tab 8 - Value Added Products and Services

◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

#### **Executive Summary**

- Describe the product and/or service in an outline format
- Describe the value to participating agencies
- Describe the value to TCPN
- Describe how your company would market this product and/or service through this contract
- Provide an anticipated size of the market for this product and/or service in the public arena

#### **Detail Description**

- ♦ Where is the product manufactured?
- ♦ Any certifications provided?
- ♦ Where is the service performed?
- Who performs the service and what is their expertise?
- Is this a proprietary product and, if not, who is your competition?
- ♦ Provide references
- Provide case studies
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

## **Flooring**

- Describe the product and/or service in an outline format
  - Replacement of various flooring materials in a building including:
    - Demolition of existing flooring
    - VCT Flooring
    - Carpet
    - Wood
    - Gymnasium and Fieldhouse flooring
    - Tile
- Describe the value to participating agencies
  - In many cases, the replacement of flooring is a natural part of a larger project within a building. There is tremendous value to an agency to have

one entity purchase and coordinate all trades and scopes of work within a building.

- ♦ Describe the value to NCPA
  - By having Midwest complete the flooring, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Flooring would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - The market size is in excess of \$10M in Illinois

#### **Detail Description**

- Where is the product manufactured?
  - o The product is manufactured in various states and countries
- Any certifications provided?
  - o All required certifications are provided
- ♦ Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - o Specialty flooring contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.
  - o Pricing is as outlined in this RFP response

## Fire Alarm Systems

- ◆ Describe the product and/or service in an outline format
  - o Fire Alarm systems and components in a building including
    - Fire alarm panels
    - Fire alarm detection devices
    - Fire alarm communication wiring
- ♦ Describe the value to participating agencies
  - o In many cases, the replacement of a fire alarm system is a natural part of a larger project within a building. There is tremendous value to an agency to

have one entity purchase and coordinate all trades and scopes of work within a building.

- Describe the value to NCPA
  - By having Midwest complete the Fire Alarm work, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Any Fire Alarm work would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$100M in Illinois

#### **Detail Description**

- Where is the product manufactured?
  - The product is manufactured in various states and countries, by a variety of manufacturing companies.
- Any certifications provided?
  - All fire alarm systems and components will meet required certification for their intended purpose and use.
- Where is the service performed?
  - This service is performed in any large public building
- Who performs the service and what is their expertise?
  - o Specialty Fire Alarm contractors will perform the work
  - Is this a proprietary product and, if not, who is your competition?
    - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- ♦ Provide case studies
  - o Available upon request
- ♦ Provide any pricing that is different than the pricing in Appendix C in this solicitation.

#### Pricing is as outlined in this RFP response

## **Building Technology**

- Describe the product and/or service in an outline format
  - Replacement of various Building Technology components in a building including:
    - Internet routers, servers and cabling
    - Audio/Visual equipment

- Classroom projection devices
- Classroom learning technology
- Computers
- Describe the value to participating agencies
  - In many cases, the replacement of Technology Components is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the renovation of Technology, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Technology Replacement would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public
  - o The market size is in excess of \$100M in Illinois

- Where is the product manufactured?
  - o The products are manufactured in various states and countries
- ♦ Any certifications provided?
  - Any necessary certifications are provided as part of our scope of work
- Where is the service performed?
  - This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty Technology contractors will perform the work
- ♦ Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - Available upon request
- ◆ Provide any pricing that is different than the pricing in Appendix C in this solicitation.
  Pricing is as outlined in this RFP response

## Security Systems

#### **Executive Summary**

• Describe the product and/or service in an outline format

- Replacement of various Building Security Systems and Components in a building including:
  - Security Panels
  - Security sensors
  - Cameras
  - Communication devices and cabling
  - Security software
  - Security monitoring
  - On-site Security services
- ♦ Describe the value to participating agencies
  - In many cases, the replacement of a Security System is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- ♦ Describe the value to NCPA
  - By having Midwest complete the Security work, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Building Security work would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$100M in Illinois

- Where is the product manufactured?
  - o The products used are manufactured in various states and countries
- Any certifications provided?
  - o All necessary certifications are provided as part of our scope of work
- Where is the service performed?
  - This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty Security System contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - None of the products under this scope of work is proprietary
- Provide references
  - Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

#### Pricing is as outlined in this RFP response

## Roofing

#### **Executive Summary**

- Describe the product and/or service in an outline format
  - o Replacement of various types of Roofing materials in a building including:
    - Demolition of existing roofing
    - Various types of roof decking
    - Various types of roofing insulation
    - Various types of roofing membrane
    - Shingles of various types
    - Tile roofs
    - Metal roofing
    - Gutters and related work
- Describe the value to participating agencies
  - In many cases, the replacement of roofing is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the roofing, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Roofing would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$100M in Illinois

- Where is the product manufactured?
  - The many roofing products are manufactured in various states and countries
- Any certifications provided?
  - o All necessary certifications are provided
- Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty roofing contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request

- Provide case studies
  - o Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

## **Energy Analysis**

#### **Executive Summary**

- Describe the product and/or service in an outline format
  - o Conducting an Energy Analysis in a building including:
    - Collecting and analyzing electric and gas bills
    - Conducting an energy audit
    - Performing a building survey to understand existing conditions
    - Providing an analysis of various retrofit options
    - Perform calculations showing energy savings
    - Provide recommendations for equipment replacement
- Describe the value to participating agencies
  - In many cases, an energy audit is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- ♦ Describe the value to NCPA
  - By having Midwest complete an energy analysis, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - An energy analysis would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public
  - The market size is in excess of \$10M in Illinois

- Where is the product manufactured?
  - o There is no product
- Any certifications provided?
  - o Professional and Energy Engineering licenses provided
- Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - o Midwest Mechanical will perform the work

- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - o Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

### Concrete work

#### **Executive Summary**

- Describe the product and/or service in an outline format
  - Replacement and Installation of various concrete components in a building including:
    - Demolition of existing concrete structure
    - Necessary framing
    - Necessary site work and prep
    - Any required civil engineering to perform the work
    - Concrete pouring
    - Concrete finishing
- Describe the value to participating agencies
  - In many cases, the replacement of concrete is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- ♦ Describe the value to NCPA
  - By having Midwest complete the concrete, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Concrete services would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$100M in Illinois

- Where is the product manufactured?
  - The product is manufactured in various states and countries
- Any certifications provided?

- o All necessary certifications are provided
- ♦ Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty concrete contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

## **General Contracting**

- Describe the product and/or service in an outline format
  - o Performing various General Contracting duties in a building including:
    - Site work
    - General Carpentry
    - Site Supervision
    - Cleanup
    - Coordination of Subcontractors
    - Development of a project schedule
    - Site Security and Safety
    - Purchasing and managing of various subcontractors
- Describe the value to participating agencies
  - In many cases, General Contracting is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete necessary General Contracting work, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - General Contracting would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena

The market size is in excess of \$100M in Illinois

#### **Detail Description**

- ♦ Where is the product manufactured?
  - o The necessary products are manufactured in various states and countries
- ♦ Any certifications provided?
  - o All Necessary certifications are provided
- Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - o Midwest Mechanical will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- ♦ Provide references
  - o Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

Pricing is as outlined in this RFP response

## **Cabinetry and Millwork**

- Describe the product and/or service in an outline format
  - Replacement of various cabinetry and millwork in a building including:
    - Demolition of existing cabinetry and millwork
    - Design of new cabinetry and millwork
    - Installation of new cabinetry and millwork
    - Installation of necessary trim and finish work
- Describe the value to participating agencies
  - In many cases, the replacement of cabinetry and millwork is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the cabinetry and millwork, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract

- Cabinetry and millwork would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$100M in Illinois

- ♦ Where is the product manufactured?
  - o The product is manufactured in various states and countries
- Any certifications provided?
  - o All necessary certifications are provided
- Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty cabinetry and millwork contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

#### Pricing is as outlined in this RFP response

### Electrical

- Describe the product and/or service in an outline format
  - o Replacement of various Electrical components in a building including:
    - Electrical Service into the building
    - Main electrical distribution
    - Electrical distribution panels
    - Electrical disconnect switching
    - Wiring and conduit
    - Switching and control
    - Breakers panels and circuiting
    - Transformers
- Describe the value to participating agencies
  - In many cases, the replacement of electrical components and wiring is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA

- By having Midwest complete the electrical work, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Electrical services would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - The market size is in excess of \$100M in Illinois

- Where is the product manufactured?
  - The products used for electrical work are manufactured in various states and countries
- Any certifications provided?
  - All necessary certifications are provided
- Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Midwest Mechanical will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

#### Pricing is as outlined in this RFP response

## **Fencing**

- Describe the product and/or service in an outline format
  - Replacement of various Fencing materials in a building including:
    - Demolition of existing fencing
    - Selection of new fencing material
    - Civil engineering required to locate new fence
    - Installation of new fencing
- Describe the value to participating agencies

- In many cases, the replacement of fencing is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the fending, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Fencing would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - The market size is in excess of \$10M in Illinois

- Where is the product manufactured?
  - o The product is manufactured in various states and countries
- Any certifications provided?
  - All necessary certifications are provided
- Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty fencing contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - o Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

#### Pricing is as outlined in this RFP response

### Site Work

- ♦ Describe the product and/or service in an outline format
  - o Performing site work for a building project including:
    - Excavation of the site
  - Removal of spoils

- Grading of site
- Backfill of site
- Introduction of new materials
- Site drainage and water detention
- Storm sewer
- Erosion remediation
- ♦ Describe the value to participating agencies
  - o In many cases, site work is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- ♦ Describe the value to NCPA
  - By having Midwest complete the site work, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Site Work would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$10M in Illinois

- Where is the product manufactured?
  - The products used for site work are manufactured in various states and countries
- Any certifications provided?
  - All necessary certifications are provided
- Where is the service performed?
  - This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty site contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

#### Pricing is as outlined in this RFP response

Masonry

#### **Executive Summary**

- Describe the product and/or service in an outline format
  - o Replacement of various masonry materials in a building including:
    - Demolition of existing masonry work
    - Selection of new masonry material
    - Layout and site engineering necessary
    - Installation of new masonry
- Describe the value to participating agencies
  - In many cases, the replacement of masonry is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the masonry, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Masonry services would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$10M in Illinois

#### **Detail Description**

- Where is the product manufactured?
  - The products used for masonry services are manufactured in various states and countries
- Any certifications provided?
  - o All necessary certifications are provided
- Where is the service performed?
  - o This service is performed in any large public building
- Who performs the service and what is their expertise?
  - Specialty masonry contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

#### Pricing is as outlined in this RFP response

### Windows and Curtainwall

#### **Executive Summary**

- Describe the product and/or service in an outline format
  - Replacement of various window and curtainwall materials in a building including:
    - Demolition of existing windows and curtainwall
    - Prep for new windows and curtainwall
    - Selection of new windows and curtainwall
    - Necessary engineering
    - All caulking and sealing necessary
    - Installation of required insulation
- Describe the value to participating agencies
  - o In many cases, the replacement of windows and curtainwall is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the windows and curtainwall, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Windows and Curtainwall would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$10M in Illinois

- Where is the product manufactured?
  - The window and curtainwall products are manufactured in various states and countries
- Any certifications provided?
  - All necessary certifications are provided
- Where is the service performed?
  - This service is performed in any large public building
- Who performs the service and what is their expertise?
  - o Specialty window and curtainwall contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - None of the products under this scope of work is proprietary
- Provide references
  - o Available upon request
- Provide case studies

- o Available upon request
- ◆ Provide any pricing that is different than the pricing in Appendix C in this solicitation. **Pricing is as outlined in this RFP response**

## **Painting**

#### **Executive Summary**

- Describe the product and/or service in an outline format
  - Performing various painting services in a building including:
    - Scraping and Removal of existing painting
    - Selection of new paint
    - Necessary scaffolding
    - Necessary floor and furniture protection
    - General painting services
- Describe the value to participating agencies
  - In many cases, Painting is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the painting, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Painting services would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - The market size is in excess of \$10M in Illinois

- Where is the product manufactured?
  - The products are manufactured in various states and countries
- Any certifications provided?
  - All certifications are provided
- ♦ Where is the service performed?
  - This service is performed in any large public building
- ♦ Who performs the service and what is their expertise?
  - Specialty Painting contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- Provide references

- o Available upon request
- Provide case studies
  - Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

## Ceilings

#### **Executive Summary**

- Describe the product and/or service in an outline format
  - Replacement and Installation of various ceiling products in a building including:
    - Demolition of existing ceiling material
    - Design of new ceiling
    - Selection of new ceiling material
    - Coordination with lighting contractor
    - Installation of new grid
    - Installation of new ceiling material
    - Necessary floor protection and cleanup
- Describe the value to participating agencies
  - In many cases, the replacement of ceiling is a natural part of a larger project within a building. There is tremendous value to an agency to have one entity purchase and coordinate all trades and scopes of work within a building.
- Describe the value to NCPA
  - By having Midwest complete the ceiling work, it allows customers to utilize NCPA for even more value on a given project.
- Describe how your company would market this product and/or service through this contract
  - Ceiling work would be offered as part of a larger project centered around HVAC and related services.
- Provide an anticipated size of the market for this product and/or service in the public arena
  - o The market size is in excess of \$10M in Illinois

- ♦ Where is the product manufactured?
  - o The product is manufactured in various states and countries
- Any certifications provided?
  - o All necessary certifications are provided

- Where is the service performed?
  - o This service is performed in any large public building
- ♦ Who performs the service and what is their expertise?
  - o Specialty ceiling contractors will perform the work
- Is this a proprietary product and, if not, who is your competition?
  - o None of the products under this scope of work is proprietary
- ♦ Provide references
  - o Available upon request
- ♦ Provide case studies
  - o Available upon request
- Provide any pricing that is different than the pricing in Appendix C in this solicitation.

## Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice
- **♦** Contractors Requirements
- **♦** Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- ♦ State Notice Addendum

### Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Midwest Mechanical Group, LLC.
Print Name	Sam Giampapa
Address	801 Parkview Blvd
City, Sate, Zip	Lombard, IL 60148
Authorized signature	· COB
Date	7-7-20

### **Contractor Requirements**

## Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

#### Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

#### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature	2012
Date	7-7-20

### Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Midwest Mechanical Group, LLC.
Address	801 Parkview Blvd
City/State/Zip	Lombard, IL 60148
Telephone No.	<u>630-850-2300</u>
Fax No.	630-655-0730
Email address	Sam.Giampapa@midwestmech.com
Printed name	Sam Giampapa

Position with company	President	
Authorized signature	ACA	

# FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);

- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

### Required Clauses for Federal Assistance provided by FTA

#### ACCESS TO RECORDS AND REPORTS

#### Contractor agrees to:

a) <u>Maintain</u> all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. b) <u>Permit</u> any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

#### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and

imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

- d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

 Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a

- material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other

provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

#### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local Government/Cities.shtml

http://nces.ed.gov/globallocator/

https://harvester.census.gov/imls/search/index.asp

http://nccsweb.urban.org/PubApps/search.php

http://www.usa.gov/Government/Tribal-Sites/index.shtml

http://www.usa.gov/Agencies/State-and-Territories.shtml

http://www.nreca.coop/about-electric-cooperatives/member-directory/

https://sos.oregon.gov/blue-book/Pages/state.aspx

https://portal.ehawaii.gov/.overnment/

https://access.wa.gov/governmentagencies.html



# **Region XIV Education Service Center**

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

Monday, August 24th, 2020

Midwest Mechanical LLC ATTN: Sam Giampapa 801 Parkview Blvd Lombard, IL 60148

#### Dear Sam:

Region XIV Education Service Center is happy to announce that Midwest Mechanical LLC has been awarded an annual contract for HVAC Equipment, Installation, Service & Related Products based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31<sup>st</sup>, 2021. The contract can then be renewed annually for an additional four years, if mutually agreed on by Region XIV ESC and Midwest Mechanical LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields

Region XIV, Executive Director



# **Region XIV Education Service Center**

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

Monday, November, 28th, 2022

Midwest Mechanical LLC ATTN: Sam Giampapa 801 Parkview Blvd Lombard, IL 60148

Re: Annual Renewal of NCPA contract #02-91

Dear Sam:

Region XIV Education Service Center is happy to announce that Midwest Mechanical LLC has been awarded an annual contract renewal for HVAC Equipment, Installation, Service & Related Products based on the proposal submitted to Region XIV ESC.

The contract will expire on August 31st, 2024, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

**Shane Fields** 

Region XIV, Executive Director



## **Region XIV Education Service Center**

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

April 1, 2024

Mr. Sam Giampapa
President
Midwest Mechanical LLC
801 Parkview Blvd
Lombard, IL 60148
Sent via email to: Sam.giampapa@midwestmech.com

Re: Renewal of Region 14 ESC contract - #02-91, HVAC Equipment, Installation, Services & Related Products

Dear Mr. Giampapa:

Region 14 Education Service Center is pleased to announce it is renewing contract #02-91, HVAC Equipment, Installation, Services & Related Products for the period August 31, 2024 through August 31, 2025, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

- DocuSigned by:

Share Fields 8998FD6E54EE4F7...

Shane Fields

Region 14, Executive Director

The	undersigned	Kevin Boyle			
			(Enter Na	me of Person Making Certification	)
as	Controller				
			(Enter Title	e of Person Making Certification)	
and	d on behalf of	Midwest			_, certifies that:
			(Enter Na	me of Business Organization)	
1)	BUSINESS ORGAI	<u> VIZATION</u> :			
	The Proposer is au	thorized to do bus	iness in Illi	nois: Yes [X] No [ ]	
	Federal Employer	I.D.#: 26-0142410	3		
		(or Social Se	curity # if a s	sole proprietor or individual)	
	The form of busin	ess organization of	the Propos	ser is ( <i>check one</i> ):	
	Sole Proprieto Independent ( Partnership X LLC	r Contractor <i>(Individu</i>	ual)		
	Corporation	Delaware		established 1974	
		(State of Incorpora	tion)	(Date of Incorporation)	
2)	STATUS OF OWNE	RSHIP			
	of Ownership" information following that applicate checked with the present of the checked with the	rmation. This informes to the ownership o oposal. Business owr	ation is coll of your busin nership cate	requires the Village of Orland Parlected for reporting purposes only. less and include any certifications gories are as defined in the Busines, 30 ILCS 575/0.01 et seq.	Please check the for the categories
	Minority-Owned [ ] Women-Owned [ ] Veteran-Owned [ ] Disabled-Owned [	Prefer not to Not Applica	disclose [		
	How are you certify	ing? Certificates Atl	ached [ ]	Self-Certifying [ ]	
	STATUS OF OWNE	RSHIP FOR SUBCON	TRACTORS		
	This information is ownership of subco		g purposes	only. Please check the following t	hat applies to the
	Minority-Owned [ ] Women-Owned [ ] Veteran-Owned [ ] Disabled-Owned [	Prefer not to Not Applica	o disclose [		

#### 3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

#### 4) <u>SEXUAL HARRASSMENT POLICY</u>: Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

#### 5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

### 6) TAX CERTIFICATION: Yes [X] No [ ]

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

#### 7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:	Hain Bryle
	Signature of Authorized Officer
	Kevin Boyle
	Name of Authorized Officer
	Controller
	Title
	04/11/24
	Date

(Rev. October 2018) Department of the Treasury Internal Revenue Service

## **Request for Taxpayer Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

-	1 Name (as shown on your income tax return). Name is required on this line; do	o not leave this line blank.							
	MIDWEST MECHANICAL GROUP, LLC								
	2 Business name/disregarded entity name, if different from above		2						
page 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.	ne is entered on line 1. Check	only one	of the	certa	emption ain entitie uctions o	s, not ir	ndividu	
e. To SIL	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member 止C	Exen	npt payee	code (î	f any)				
₽ ē	Limited liability company. Enter the tax classification (C=C corporation, S:				-				
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax prist disregarded from the owner should check the appropriate box for the tax.	on of the single-member owner om the owner unless the own urposes, Otherwise, a single-	r. Do not er of the	LLC is	code	Exemption from FATCA reporting code (if any)			
ec.	☐ Other (see Instructions) ►				(Applie	s to account	s maintain	ed outsic	to the U.S.)
S	5 Address (number, street, and apt. or suite no.) See Instructions.	Re	equester's	s name	and ad	dress (or	tional)		
See	801 PARKVIEW BLVD								
0,	6 City, state, and ZIP code								
	LOMBARD, IL 60148								
	7 List account number(s) here (optional)								
Par	t I Taxpayer Identification Number (TIN)								
	your TIN in the appropriate box. The TIN provided must match the nam			ocial se	curity	number			
	p withholding. For individuals, this is generally your social security num		a [				1 [		
reside	nt allen, sole proprietor, or disregarded entity, see the instructions for I s, it is your employer identification number (EIN). If you do not have a r	rant i, later, For other number, see <i>How to get a</i>					J TL		
TIN, la			or						
	If the account is in more than one name, see the instructions for line 1.	. Also see What Name and	y En	nploye	identi	fication	numbe	r	
Numb	er To Give the Requester for guidelines on whose number to enter.		2	6	- 0	1 4	2	4 1	6
D .	O-AG-AG-AG-AG-AG-AG-AG-AG-AG-AG-AG-AG-AG-								
Part									
	penalties of perjury, I certify that: number shown on this form is my correct taxpayer identification numb	per for Lem weiting for a n	umber te	n he ie	euad t	v waj. c	nd		
2. I an	number snown on this form is thy correct taxpayer identification from bac not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failure	ckup withholding, or (b) I h	ave not	been r	otified	by the	Interna	al Rev	/enue hat I am
	onger subject to backup withholding; and								
	a U.S. citizen or other U.S. person (defined below); and								
	FATCA code(s) entered on this form (if any) indicating that I am exemp								
you ha acquis	cation instructions. You must cross out item 2 above if you have been no ve failed to report all interest and dividends on your tax return. For real est ition or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to sign the certification, but	tate transactions, item 2 do ons to an individual retirem	es not ap ent arran	oply. Fr gemen	or mor	lgage int , and ge	erest p nerally,	aid, paym	nents
Sign Here	Signature of U.S. person > Aur Baule	Dat	<b>a &gt;</b>	3	200	24			
Ger	neral Instructions	<ul> <li>Form 1099-DIV (divide funds)</li> </ul>	ends, inc	luding	those	from st	ocks c	ır mut	tual
Section	n references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)							
related	e developments. For the latest information about developments I to Form W-9 and its instructions, such as legislation enacted	<ul> <li>Form 1099-B (stock of transactions by brokers</li> </ul>		fund s	ales a	nd cert	ain oth	ər	
after they were published, go to www.irs.gov/FormW9.		<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>							
Purp	pose of Form	<ul> <li>Form 1099-K (mercha</li> </ul>				•			•
informa	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home most 1098-T (tuition)</li> </ul>	rtgage in	terest)	, 1098	-E (stuc	ent loa	ın inte	erest),
identifi	cation number (TIN) which may be your social security number	• Form 1099-C (cancele	ed debt)						
	individual taxpayer identification number (ITIN), adoption er identification number (ATIN), or employer identification number	<ul> <li>Form 1099-A (acquisit</li> </ul>	ion or ab	andon	ment	of secur	ed proj	oerty)	
(EIŃ), t amoun	o report on an information return the amount paid to you, or other it reportable on an information return. Examples of information	Use Form W-9 only if allen), to provide your c	orrect TI	N.	•	•			
	include, but are not limited to, the following.  1099-INT (interest earned or paid)	If you do not return Fo be subject to backup w							

• Form 1099-INT (interest earned or paid)

# Binder1

#### Final Audit Report

2024-04-12

Created:

2024-04-11

Ву:

Andrea Weston (andrea.weston@midwestmech.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAADVWruAlK\_xr1\_\_yU1LO2fFXORBWAQTdX

# "Binder1" History

Document created by Andrea Weston (andrea.weston@midwestmech.com) 2024-04-11 - 7:59:40 PM GMT

Document emailed to Kevin Boyle (kevin.boyle@midwestmech.com) for signature 2024-04-11 - 8:00:40 PM GMT

Email viewed by Kevin Boyle (kevin.boyle@midwestmech.com) 2024-04-12 - 5:58:40 PM GMT

Occument e-signed by Kevin Boyle (kevin.boyle@midwestmech.com) Signature Date: 2024-04-12 - 5:59:38 PM GMT - Time Source: server

Agreement completed. 2024-04-12 - 5:59:38 PM GMT

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

#### WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park

#### **AUTOMOBILE LIABILITY (ISO Form CA 0001)**

\$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage

#### GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: (not applicable for Goods Only)
ISO CG 20 10 or CG 20 26

and

CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

Blanket Waiver of Subrogation in tavor of the Village of Orland Park
CG 20 37 Additional Insured – Completed Operations (provide if box is checked)
In addition to the above, please provide the following coverage, if box is checked.
LIABILITY UMBRELLA (Follow Form Policy) \$1,000,000 — Each Occurrence \$1,000,000 — Aggregate
\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
Other:
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability
PROFESSIONAL LIABILITY  \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
\$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
Other:
Deductible not-to-exceed \$50,000 without prior written approval
BUILDERS RISK
Completed Property Full Replacement Cost Limits – Structures under construction
ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY
\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site
CYBER LIABILITY
\$1,000,000 Limit per Data Breach for liability, potification, response.

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required

credit monitoring service costs, and software/property damage

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 12th DAY OF April	, <sub>20</sub> _24
Andrea Weston	
Signature	Authorized to execute agreements for:
Andrea Weston, Project Accountant	Midwest Mechanical Group, LLC
Printed Name & Title	Name of Company



#### CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY) 1/16/2025

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:				
	(816) 960-9000 kcasu@lockton.com	INSURER(S) AFFORDING COVERAGE	NAIC#			
keasu@ioekton.com	KCasu(a) to Kton. Com	INSURER A: XL Insurance America, Inc.	24554			
INSURED M	MIDWEST MECHANICAL GROUP, LLC	INSURER B: Greenwich Insurance Company	22322			
1304803	801 PARKVIEW BLVD.	INSURER c : Allied World National Assurance	Company 10690			
	LOMBARD IL 60148	INSURER D:				
		INSURER E :				
		INSURER F:				

**REVISION NUMBER: CERTIFICATE NUMBER:** 17762280 XXXXXXX **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X GEN	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  I'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC	Y	Y	RGD300147505	4/1/2024	4/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 1,000,000 \$ 10,000 \$ 1,000,000 \$ 4,000,000 \$ 4,000,000 \$
В	X	OTHER:  OMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY	N	N	RAD943796405	4/1/2024	4/1/2025	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 5,000,000 \$ XXXXXXX \$ XXXXXXX \$ XXXXXXX \$ XXXXXXX
С	X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ \$0	N	N	0313-7473	4/1/2024	4/1/2025	AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$ XXXXXXX
A A	AND ANY OFFI (Man	KERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? datory in NH) s, describe under CRIPTION OF OPERATIONS below	N/A	Y	RWD300147605 STOP GAP: ND, OH, WA, WY	4/1/2024	4/1/2025	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. \*\*\*SEE ATTACHED\*\*\*

CERTIFICATE HOLDER	CANCELLATION	See Attachments
17762280 VILLAGE OF ORLAND PARK	THE EXPIRATION ACCORDANCE WITH	HE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE DATE THEREOF, NOTICE WILL BE DELIVERED IN THE POLICY PROVISIONS.
ATTN: NICOLE MERCED, FINANCE MANAGEMENT ANAL 14700 RAVINIA AVENUE ORLAND PARK IL 60462	AUTHORIZED REPRESENT	DAL M Amella

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RE: INSURED'S WORK/SERVICES; THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS ARE ADDITIONAL INSURED ON GENERÁL LIABILITÝ, ON A PRIMARY, NON-CÓNTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. THE EXCESS LIABILITY IS CONSIDERED FOLLOW FORM OVER THE COVERAGE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 60 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

ACORD 25 (2016/03) Certificate Holder ID: 17762280

POLICY NUMBER: RGD300147505

#### **COMMERCIAL GENERAL LIABILITY**

CG 20 10 12 19

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, par ts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- **C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RGD300147505

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

#### **ENDORSEMENT#**

This endorsement, effective 12:01 a.m., 4/1/2024, forms a part of Policy No. RGD300147505 issued to MIDWEST MECHANICAL GROUP, LLC. by Greenwich Insurance Company
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### PRIMARY INSURANCE CLAUSE ENDORSEMENT - SCHEDULED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is agreed that to the extent that insurance is afforded to the following Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

#### Name of Person or Organization:

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All other terms and conditions of this policy remain unchanged

XIL 431 0605

THIS ENDORSEMENT, EFFECTIVE 4/1/2024 FORMS A PART OF POLICY NO. RGD300147505 ISSUED TO MIDWEST MECHANICAL GROUP, LLC by Greenwich Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

IN THE EVENT COVERAGE IS CANCELLED FOR ANY STATUTORILY PERMITTED REASON, OTHER THAN NONPAYMENT OF PREMIUM, ADVANCED WRITTEN NOTICE WILL BE MAILED OR DELIVERED TO PERSON(S) OR ENTITY(IES) ACCORDING TO THE NOTIFICATION SCHEDULE SHOWN BELOW:

NAME OF THE PERSON(S) OR ENTITY(IES) & MAILING ADDRESS:	NUMBER OF DAYS ADVANCED NOTICE OF CANCELLATION:
Per the most current schedule maintained by Lockton Companies, LLC and furnished to AXA XL no less than 75 days prior to the effective date of the cancellation.	60

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

IXI 405 0910

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2024 to 4/1/2025 Policy No. RWD300147605 Premium Included Insured: MIDWEST MECHANICAL GROUP, LLC Insurance Company: XL Insurance America, Inc.

WC 00 03 13 (Ed. 4-84)

☐ 1983 National Council on Compensation Insurance.

POLICY NUMBER: RGD300147505

COMMERCIAL GENERAL LIABILITY CG 24 53 12 19

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.





# Contractual Risk Transfer Evaluation Summary

					Date	1/27/25	
Manada (Oandarataa	<b>N</b>						
Vendor/Contractor			est Mechanical Group, LLC				
Contract/Project Name/#:			le and Equipment (V&E) Garag		Only D	BACA	
Contract Type:			Contractor P	rof. Srvs 🔲 Goods	Only L	MSA	
MSA Title							
Type of Work: Safety Surfacing Project							
Contract/Project		Vok	nicle and Equipme	ont (\/8.E) Carago	Safaty S	Curfacino	Droject
Summary:		V G1	IICIE and Equipme	The (VOL) Garage	Salety C		
Policy Expiration D	ate:	4/1/25					
Required Coverage	es/Limit	s – P	er Contract:		Complian	t:	
General Liability:	\$1 mill		\$2 million General	Other: \$2m/\$4m	Yes	□No	□NA
			Agg.	ΦΖΠΙ/Φ4ΠΙ			
Umbrella Liability:	\$1 mill	ion	\$2 million	Other: \$5M/\$5M	Yes	□No	□NA
Auto Liability:	\$1 mill		Any Auto/Owned	Other: \$5м/\$5м	Yes	□No	□NA
Workers' Comp./			ach Accident, Each	Other:	Yes	□No	□NA
Employer Liability			Policy Limit				
Prof. Liability:	\$1 mill	ion	\$2 million	Other:	□Yes	□No	■NA
Env. Liability:	\$1 mill	ion	\$2 million	Other:	Yes	□No	■NA
Exc./Umb. Prof.					Yes	□No	■NA
Excess/Umb GL					Yes	□No	■ NA
Cyber Liability:	\$500,0	000	\$1 million	Other:	Yes	□No	■NA
Builders Risk:		Completed Project Value		Other:	Yes	□No	■NA
Other:	0 0111			Other:	Yes	□No	□NA
Required Endorser	nents:						
		lorse	ment: (CG 20 10 or C	G 20 26)	Yes	□No	□NA
			eted Operations (CG		∐Yes	□No	<b>■</b> NA
Broad Form Manus	cript Ad	ld'I. Ir	nsd. Endorsement Re	viewed/Acceptable	∐Yes	□No	■ NA
Alternate Accepte							
	Insured	Cove	erage Provided - ISO	CG 20 01 or	Yes	□No	□NA
Acceptable	_						
Alternate Accepted			1.1.1			□N <sub>1</sub>	DNIA
Waiver of Subroga					■Yes ■Yes	□No □No	□NA
Waiver of Subroga	tion – vv	orkei	rs Compensation		res		NA
Additional Coverage	oc/Pov	icion	e Annroyad:				
Additional Coverage	es/ivev	131011	S Apploved.				
Orland Park Hold F	larmies	s/Ind	emnity Agreement A	Accepted: Yes	No		
M - 4 / A -   -	0	4					
Notes / Additional	Comme	nts:					
				_			
<b>Contractual Risk T</b>	ransfer:	. /	Acceptable 🔳 Not A	Acceptable 🔲			

## Village of Orland Park

# **Sole Source Request Form** Required for Purchases \$5,000 - \$24,999

Department Public Works	Date_1/20/25
Division (if applicable) NRF	
Description of Good/Service V&E Garage Safety S	urfacing Project
Manufacturer or Supplier Midwest Mechanical G	roup, Inc.
Dollar Amount \$39,371.00	Co-op Purchasing Contract # Omnia 02-91
Have Adequate Funds Been Budgeted For This Purchase? Yes	No O
Account number(s) 1008010-443100 and 1	1008010-443200
Option 1 - Sole Source Justification A Sole Source Purchase is available from only one supplier and must meet at	
One-of-a-Kind The commodity or service has no competitiv  Compatibility The commodity or service must match existing	e product alternatives available on the market.
Replacement Part The commodity is a replacement part for a s	
Operation Continuity The commodity or service is needed to main	
Unique Design The commodity or service must meet physica	I design or quality requirements.
Delivery Date Only one supplier can meet necessary delivery	ery requirements.
Emergency PER VILLAGE CODE 1-16-3 (E): URGENT N	EED for the item or service does not permit soliciting competitive bids.
Other	
Explain how your purchase of goods or services meets one or more of the	e above criteria for a valid sole source
	,
Price Reasonableness	
I determined that the price is reasonable for one of the following reasons:	Relevant documentation attached
I compared the proposed price to prices I previously paid for the same	
I compared the proposed price to current published catalog, price lists, and did not discover	
Based on my knowledge of the market, my experience of prior similar	
The price is set by law or regulations.	
Market research reveals that same or similar goods or services are ava	ilable for a similar price.
Option 2 - Joint or Cooperative Purchasing	
Purchase through Cooperative Purchasing (attach contract documentation	on)
State of Illinois Joint Purchase Program	Omnia Partners - Public Sector
NWMC/Suburban Purchasing Cooperative	National Intergovernmental Purchasing Alliance
The GSA Schedules	The National Cooperative Purchasing Alliance
Sourcewell	HGACBuy
Nat'l Association of State Procurement Officials (NASPO) ValuePoint	Municipal Partnering Initiative (MPI)
Choice Partners Cooperative	Midwestern Higher Education Compact
The Interlocal Purchasing System (TIPS)	National Purchasing Partners (NPPGov)
Purchasing Cooperative of America	1Government Procurement Alliance (1GPA)
Good Buy Purchasing Cooperative	National BuyBoard (BuyBoard)
	Other:
Requested By:	Ciasabus
Name Staff Contact	<u>Signature</u> <u>Date</u>
Mike Mazza Mikes Ma	1/20/25
Mike Mazza  Mike Mazza  Department Head  Joel Van Essen	<i>D</i>
Department Head	12 0
Joel Van Essen	US. Varlessen 1/20/25
	1/20/20
	1/20/20
Did legal review Terms & Conditions from vendor, if applicable?	Yes No N/A

#### Samantha Cooper

From:

Joel Van Essen

Sent:

Tuesday, January 21, 2025 7:48 AM

To:

Ivana Lisnich; Samantha Cooper; Anne Skrodzki; Patrick McLaughlin; Mike Mazza; Jack

Neven: Brian Fei

Cc:

Brandi Watson; Sean Faulkner; Scott Hiland; Ken Dado; Samuel Brokop; Andrew Folkerts

ama

Subject:

PW Board Items Passed last night 1.20.25- Anne please confirm the below as well.

Follow Up Flag:

Follow up

Flag Status:

Flagged

Categories:

Admin

Anne.

Please confirm as well.

At the 1/20/2025 board meeting and confirmed on YouTube,

https://www.youtube.com/watch?v=LpmnL-4AsFQ, the following were approved by consent at 23.18 mark it was read and by 7-0 vote it passed at 24:45 mark with no changes:

2025-0036 Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement - RFP 24-Action: Contract) 069

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and P.T. Ferro Construction Co., of Joliet, Illinois, as the lowest cost qualified responsive proposal for RFP 24-069 - Old Orland Corrugated Metal Pipe (CMP) Storm Sewer Replacement for a cost of \$784,737.15 plus a contingency of \$78,500.00 for a total not-to-exceed contract price of \$863,237.15; AND Authorize the Village Manager to execute all related contracts, subject to Village Altorney review; AND Authorize the Village Manager to approve change orders not to exceed the contingency amount.

2025-0038 2025 CPAC Slide Preventative Maintenance

I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Bayoum Amusement Solutions for CRAC States. vendor contract with Baynum Amusement Solutions for CPAC Slide Preventative Maintenance based on Baynum Amusement Solutions' proposal A-12101 dated January 8, 2025, for a cost of \$46,640.00 plus a contingency of \$5,000.00 for a total not-to-exceed contract price of \$51,640.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review; AND Authorize the Village Manager to approve change orders not to exceed the contingency amount.

2025-0040 Facility Air Handling System Cleaning - Civic Center and FLC (Mike

Contract)

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing Midwest cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor well contract with Midwest Mechanical Group, Inc. for the Facility Air Handling System Cleaning at the Civic Center and Franklin Loebe Center (FLC), based on Midwest Mechanical Group, Inc's proposals dated December 20, 2024, for a total not-to-exceed contract price of \$60,777.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

2025-0042 Vehicle and Equipment (V&E) Garage Safety Surfacing Project (Mike

Action:

Contract)

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group. Inc. for the V&E Garage Safety Surfacing Project, based on Midwest

\$39,371,00: AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review. 2025-0041 Facility Water System Treatment and Filter Installation Project (Mike Action: Oh mobile Mechanica Contract) I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendoi contract with Midwest Mechanical Group. Inc. for the Facility Water System Treatment and Filter Installation Project, based on Midwest Mechanical Group, Inc's proposal dated December 3, 2024, for a total not-toexceed contract price of \$34.371.00: AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review. 2025-0053 Spoil Removal Services 2025-2026 - Contract Award Action: (Jack Contract)

Sports—Byr 90k Pach (\$270)c

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Matthuis Trucking, Inc. of Mokena, IL as the only qualified bid for ITB #24-067Spoil Removal 2025-2026 for two (2) years 2025-2026 at an amount of \$90.000 for FY 2025 and \$90,000 for FY 2026. for a total cost of \$180,000, with an option to extend for one (1) additional year 2027 at a cost of \$90,000, for a total not-toexceed contract price of \$270,000.00; AND Authorize the Village Manager to execute all related contracts. subject to Village Attorney review. 2025-0045 2025 Resolution for Improvement Under the Illinois Highway Code - Sidewalk Action: Send to IDOT) Replacement Program (Brian I move to adopt a Resolution entitled: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY  $\sqrt{}$ CODE, related to the expenditure of MFT Funds for the 2025 Sidewalk Replacement Program. 2025-0046 2024 Facilities Preventative Maintenance - Change Order #2 Action: CO #2) I move to approve Change Order #2 to increase the amount of the Village's existing Facilities Preventative Maintenance contract with Midwest Mechanical to add \$48,721.21 in additional funds to the 2024 contracted amount of \$194.563.14, for a new for a new not-to-exceed amount of \$243,284.35; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review. 2025-0047 2025 Wildlife Management Program (Mike Action: I move to approve the waiver of the competitive bid process in lieu of approving the execution of a sole source vendor contract with Wild Goose Chase, Inc., of Chicago Ridge, IL. for 2025 Canada Geese Management Program at the Village Center, Centennial Park and Centennial West Park, based on Wild Goose Chase. Inc's proposals dated August 14, 2024, and October 10, 2024, for a total not-to-exceed contract price of \$43,495,00: AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review. 2025-0048 Turf Fertilization and Weed Control - Change Order #1 Action: CO #1) I move to approve Change Order #1 to increase the amount of the Village's existing Turf Fertilization and Weed Control contract with Integrity Landscaping Inc. to add \$8.123.67 in additional funds to the 2024 contracted amount of \$207.845.05 for a new for a new not-to-exceed amount of \$215.968.72; AND Authorize (V) \$8,123,67 Action: the Village Manager to execute all related contracts, subject to Village Attorney review. 2025-0050 2025 Annual Athletic Floor Refinishing (Mike Contract)

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Sourcewell pursuant to Contract #031022-RBI and authorize the approval and execution of a vendor contract with Floors, Inc. for 2025 Annual Athletic Floor Refinishing based on Floors. Inc. is four (4) proposals dated January 10, 2025, for a total not-to-exceed contract price of \$39,490.00. AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

In Public Works Section, the following was approved at 25:00 mark it was read and by 7-0 vote it passed at 25:39 mark with no changes.

2024-0958 Village Hall Emergency Escape Windows - Alternate Proposal. (Mike Action: Contract to next lowest bidder)

I move to approve the waiver of the competitive bid process and authorize the approval and execution of a vendor contract with Arlington Glass and Mirror Co. for Village Hall Emergency Escape Windows based on Arlington Glass and Mirror Co.'s proposal dated January 9, 2025, for a cost of \$65,860.00; AND Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

365,860

V/R, Joel

Joel Van Essen | Public Works Director Village of Orland Park 15655 Ravinia Avenue | Orland Park, Illinois 60462 Ph. 708.403.6350 | <u>ivanessen@orlandpark.org</u>



	(36)	



#### VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue Orland Park, IL 60462 www.orlandpark.org

#### Master

File Number: 2025-0042

File ID: 2025-0042

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date: 01/06/2025

Agenda Entry: V&E Garage Safety Surfacing Project

Final Action: 01/20/2025

Title: Vehicle and Equipment (V&E) Garage Safety Surfacing Project

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - V&E Garage Safety Surface, Sole Source

**Res/Ord Number:** 

Request Form

**Hearing Date:** 

Department

**Effective Date:** 

Contact:

Drafter:

#### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	01/06/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	01/20/2025	APPROVED				Pass

#### Text of Legislative File 2025-0042

..Title

Vehicle and Equipment (V&E) Garage Safety Surfacing Project

#### History

The Public Works Department has recently completed flooring improvements at several locations including SportsPlex, Franklin Loebe Center (FLC), Civic Center, Orland Park Health and Fitness Center (OPHFC), Village Hall, Public Works, and the Police Department. To continue to address Village facility flooring and improve the overall safety quality of the surfacing in the Vehicle and Equipment (V&E) Garage at Public Works, the replacement of existing flooring in the V&E Garage is planned for 2025.

Accordingly, Public Works requested a proposal from Midwest Mechanical Group, Inc. ("Midwest Mechanical"), who participate in the Omnia Partners cooperative program (Contract #02-91), to complete the replacement of existing flooring in the V&E Garage at Public Works. This contract includes not only work related to HVAC but uses RS

Means line items for other job task orders such as safety surfacing. RS Means is the industry standard for cost estimating to deem a price is fair and reasonable for any location in the United States.

The scope of work includes the labor and material to install a replacement safety surfacing system in the V&E garage, aisleways, and office. A summary of the proposal submitted by Midwest Mechanical, which is based on Omnia Partners Contract #02-91, is provided below:

# **V&E Garage Safety Surfacing Project** \$39,371.00

Based on price and company qualifications, staff recommends approving proposal from Midwest Mechanical Group, Inc. for \$39,371.00. A contingency is not requested for this project.

#### Financial Impact

Funding in the amount of \$25,000.00 was budgeted for V&E Garage Flooring in account 1008010-443100. Savings from water treatment projects within Facility's cooling and heating circulating piping in 1008010-443100 and 1008010-443200 will be used to cover the difference between the budgeted and actual project cost. Being water treatment is in facility piping, there is not a need for a budget amendment.

#### Recommended Action/Motion

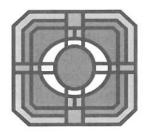
I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group, Inc. for the V&E Garage Safety Surfacing Project, based on Midwest Mechanical Group, Inc's proposal dated December 20, 2024, for a total not-to-exceed contract price of \$39,371.00;

#### AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

# **VILLAGE OF ORLAND PARK**

14700 S. Ravinia Avenue Orland Park, IL 60462 www.orlandpark.org



# **Meeting Minutes**

Monday, January 20, 2025

7:00 PM

Village Hall

# **Board of Trustees**

Village President Keith Pekau Village Clerk Brian L. Gaspardo Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani, Sean Kampas, Brian Riordan and Joni Radaszewski

#### 2025-0042 Vehicle and Equipment (V&E) Garage Safety Surfacing Project

The Public Works Department has recently completed flooring improvements at several locations including SportsPlex, Franklin Loebe Center (FLC), Civic Center, Orland Park Health and Fitness Center (OPHFC), Village Hall, Public Works, and the Police Department. To continue to address Village facility flooring and improve the overall safety quality of the surfacing in the Vehicle and Equipment (V&E) Garage at Public Works, the replacement of existing flooring in the V&E Garage is planned for 2025.

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The scope of work includes the labor and material to install a replacement safety surfacing system in the V&E garage, aisleways, and office. A summary of the proposal submitted by Midwest Mechanical, which is based on Omnia Partners Contract #02-91, is provided below:

V&E Garage Safety Surfacing Project \$39,371.00

Based on price and company qualifications, staff recommends approving proposal from Midwest Mechanical Group, Inc. for \$39,371.00. A contingency is not requested for this project.

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia Partners pursuant to Contract #02-91 and authorize the approval and execution of a vendor contract with Midwest Mechanical Group, Inc. for the V&E Garage Safety Surfacing Project, based on Midwest Mechanical Group, Inc's proposal dated December 20, 2024, for a total not-to-exceed contract price of \$39,371.00;

#### AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

VILLAGE OF ORLAND PARK Page 2 of 3

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk

VILLAGE OF ORLAND PARK
Page 3 of 3

MAYOR Keith Pekau

VILLAGE CLERK Brian L. Gaspardo

14700 S. Ravinia Avenue Orland Park, IL 60462 (708)403-6100 orlandpark.org



**TRUSTEES** 

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

January 27, 2025

Dan Brandolino Midwest Mechanical Group, Inc. 801 Parkview Boulevard Lombard, IL 60148

NOTICE OF AWARD - V&E Garage Safety Resurfacing Project

Dear Mr. Brandolino,

This notification is to inform you that on January 20, 2025, the Village of Orland Park approved awarding Midwest Mechanical the contract in accordance with the proposal #DB122024-08, for the V&E Garage Safety Resurfacing Project for an amount not to exceed thirty-nine thousand three hundred seventy-one dollars and 0/100 (\$39,371.00).

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Ivana Lisnich, Management Analyst at <a href="mailto:ilisnich@orlandpark.org">ilisnich@orlandpark.org</a> and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

Mike Mazza

Operations Manager – Natural Resources and Facilities

MAYOR Keith Pekau

VILLAGE CLERK Brian L. Gaspardo

14700 S. Ravinia Avenue Orland Park, IL 60462 (708)403-6100 orlandpark.org



#### **TRUSTEES**

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

February 17, 2025

Dan Brandolino Midwest Mechanical Group, Inc. 801 Parkview Boulevard Lombard, IL 60148

NOTICE TO PROCEED - V&E Garage Safety Resurfacing

Dear Mr. Brandolino,

This notification is to inform you that the Village of Orland Park has received the electronic contract and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village has processed a Contract Record Number 20250085 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to <a href="mailto:accountspayable@orlandpark.org">accountspayable@orlandpark.org</a>. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Record Number.

Sincerely,

Mike Mazza

Operations Manager - Natural Resources and Facilities

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