

RESOLUTION NO. 23-03-18

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL
RANKINGS AND RECOMMENDATIONS OF THE RFP 23-01
EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR
TO PURCHASE AND INSTALL HIGH PRESSURE BREATHING AIR
COMPRESSOR SYSTEM FOR THE ISLAMORADA FIRE RESCUE
DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER AND
VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE
REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE
MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") provides fire prevention, suppression, emergency management, emergency medical services, and hazmat operation response to the community through its Fire Rescue Department; and

WHEREAS, on October 6, 2022, the Village Council adopted Resolution No. 22-10-105 accepting Grant Award Agreement #EMW-2021-FG-07729 (the "Grant Agreement") from the Federal Emergency Management Agency ("FEMA") through the Assistance to Firefighters Grant ("AFG") program that provides funding for critically needed resources to equip and train emergency personnel, enhance efficiencies and support community resilience; and

WHEREAS, the specific equipment to be purchased through the Grant Agreement includes an Air Compressor/Cascade/Fill Station for self-contained breathing apparatus ("SCBA") and three PPE Washer/Extractor/Dryer units, one for each fire station (the "Project"); and

WHEREAS, on January 3, 2023, the Village issued Request for Proposals ("RFP") 23-01 to solicit proposals from qualified contractors for the purchase and installation of the Air

Compressor/Cascade/Fill Station for SCBAs (the "Project"); and

WHEREAS, a solicitation for the purchase and installation of the Washer/Extractor units shall be issued separately; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the Project; and

WHEREAS, the Committee reviewed the two proposals received using the selection criteria detailed in RFP 23-01 and recommends selection of the highest-ranked proposal, Breathing Air Concepts, for the requested services for an amount not to Fifty Nine Thousand Seven Hundred Sixty Five and 00/100 Dollars (\$59,765.00); and

WHEREAS, the Project costs do not exceed the funding amount to be provided through Grant Award Agreement #EMW-2021-FG-07729 as approved and accepted by the Village Council; and

WHEREAS, the Village Council finds that approval and selection of Breathing Air Concepts is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of Breathing Air Concepts to complete the Project.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Breathing Air Concepts, substantially in the form attached hereto as Exhibit "1", for completion of the Project.

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Breathing Air Concepts on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Council Member Mark Gregg, seconded by Vice Mayor Sharon Mahoney.

**FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

| | |
|--------------------------------|-----------|
| Mayor Joseph B. Pinder III | Yes _____ |
| Vice Mayor Sharon Mahoney | Yes _____ |
| Council Member Mark Gregg | Yes _____ |
| Council Member Elizabeth Jolin | Yes _____ |
| Council Member Henry Rosenthal | Yes _____ |

PASSED AND ADOPTED THIS 2nd DAY OF MARCH, 2023.

ATTEST:

Marne McGrath

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

John J. Quick
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

Joseph B. Pinder III

JOSEPH B. PINDER III, MAYOR



AGREEMENT

THIS IS AN AGREEMENT, dated the 23rd day of **March**, 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "VILLAGE,"

and

BREATHING AIR CONCEPTS
a for profit Company, authorized to do business in the State of Florida, hereinafter
"CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments
hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 The VILLAGE is in need of an independent experienced contractor to procure and install a Fixed Air Compressor/Cascade/Fill Station for SCBA Bottles (the "Services").
- 1.2 On January 3, 2023, the VILLAGE issued Request for Proposals 23-01 for the Services (the "RFP")
- 1.3 On February 7, 2023, the VILLAGE received a proposal from CONTRACTOR for the services to complete improvements (the "Services") as expressed in the RFP.
- 1.4 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Services.
- 1.5 On March 2, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-03-18, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute an Agreement with CONTRACTOR for the Services.

1.6 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services in accordance with the RFP as made part of this Agreement in Article 2 as set forth herein and on the schedule set forth in Article 3.

ARTICLE 2
SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

ARTICLE 3
TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

ARTICLE 4
CONTRACT PRICE, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as

reflected in Exhibit "A". A total contact price hereto is referred to as Contract Price and shall not exceed **Fifty Nine Thousand Seven Hundred Sixty Five and 00/100 Dollars (\$59,765.00)**.

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.6 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-CONTRACTORS and subcontractors, suppliers and labors.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage;

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for Services rendered with respect to this Agreement.

7.2 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

7.3 If a court of competent jurisdiction holds the VILLAGE liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided

in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

7.4. Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 12
MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

12.4 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

12.5 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

12.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.7 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

12.8 Scrutinized Companies.

- a. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

12.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Rob Bleser
Breathing Air Concepts
103680 Overseas Highway
Key Largo, FL 33037
rob@keylargo-diving.com
305-451-2440

12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

ARTICLE 14
CONTRACT PROVISIONS AND REQUIRED FORMS

14.1 The Services provided under this Agreement are expected to be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Agreement.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages were made part of the RFP for the Services and are made a part of this Agreement.

Contract Provisions

1. PROCUREMENT OF RECOVERED MATERIALS
2. ENERGY POLICY AND CONSERVATION ACT
3. AMERICAN IRON, STEEL AND MANUFACTURED PRODUCTS
4. SUSPENSION AND DEBARMENT – *Signed and Submitted with proposal*
5. BYRD ANTI-LOBBYING AMENDMENT – *Signed and Submitted with proposal*

1. PROCUREMENT OF RECOVERED MATERIALS

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

2. ENERGY POLICY AND CONSERVATION ACT

Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

3. AMERICAN IRON, STEEL AND MANUFACTURED PRODUCTS

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the

cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

4. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

ROBERT D. BRIESER, PRSS.
Name and Title of Authorized Certifying Official

01/28/23

Date

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

Sign and Submit

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Authorized Certifying Official

ROBERT D. BLESER, PRES.
Name and Title of Authorized Certifying Official

01/28/23
Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

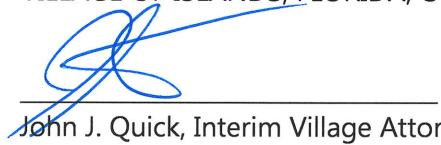
By: 
Ted Yates, Village Manager

AUTHENTICATION:



Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY



John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESSES:

Digital Witness
Elizabeth Justin

By: Robert Bleiser

Print Name: ROBERT BLEISER
Title: PRES.

Date: 3/20/23

ATTEST:

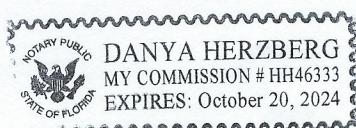
SECRETARY

STATE OF FLORIDA)
COUNTY OF Homestead)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of March, 2023 (year) by ROBERT BLEISER (name of person making the statement) as PRES. (title) of PHIUSCENCE Alpha BREATHING AIR CONCEPTS (company name), who is personally known to me or has provided Florida Driver's License as identification.

Danya Herzberg
NOTARY PUBLIC

My Commission Expires: Oct 20, 2024



See attached document for Exhibit "A"



103680 OVERSEAS HWY
P.O. BOX 1570, KEY LARGO, FL 33037
PHONE 305-451-2440 * FAX 305-451-6440

January 20, 2023

To: Terry Abel
Fire Chief
Islamorada Fire Rescue

From: Rob Bleser
Breathing Air Concepts

Re: Compressor System Quote

Dear Chief Abel:

Breathing Air Concepts is a company with over 34 years of experience dedicated to sales and servicing of high-pressure breathing air compressor systems designed for filling SCBA and SCUBA cylinders.

It is our pleasure to provide to you the following proposal for a Mako High Pressure Breathing Air Compressor System for filling SCBAs, including the following scope of supply, shipping, delivery, installation, initial air quality certification, and training:

SCOPE OF SUPPLY

MODULE I

One - Mako Model BAM06HE3 Breathing Air Module compressor package including:

- Four stage, air-cooled compressor (14.0 cfm @ 6000 psi)
- 10 Horsepower electric motor (230V/460V/60Hz/single or 3 phase)
- UL listed electric panel
- Direct online IEC starter package
- PLC controller
- Instrumentation / controls:
 - High air temperature switch
 - Low oil pressure switch
 - Start/stop air pressure switch
- Gauge panel including:
 - Hour meter

- High air temperature warning light
- Low oil pressure warning light
- High air pressure light
- Emergency stop button
- Final stage pressure gauge
- MK2C purification system (processes 34,200 cf w/ an 70 F inlet)
- CO/Moisture indicator kit
- Automatic condensate drain with muffler reservoir
- Enclosed, insulated, vertical cabinet
- Hinged access door in front
- Removable, hinged access doors on sides
- 1/4" JIC male outlet fitting
- Electronic CMM CO & Moisture Monitor System installed in compressor, as recommended By NFPA:
- Weight: 1160 lbs

****Electrical power supply shown here is based on a standard. Proper supply voltage and phase must be supplied by buyer at beginning of order.*

MODULE II

One - Mako model SCFS3-4HP Three position, containment fill station including:

- Three position, front loading, containment fill station
- Latching front door with safety interlock
- Three fill whips with isolation valves, bleed valves and SCBA fill adapters
- Fill panel including:
 - Regulator complete with push action valve
 - Inlet and outlet gauges
 - Color zoned gauges
 - Safety relief valve on outlet of regulator set at 4700 psi
 - One fill control valve and gauge
 - 4 - bank cascade control with "to" and "from" valves
 - Bypass valve
 - Regulated auxiliary outlet with valve and high pressure male coupler
 - Embedded silk screen air flow schematic
- Weight: 1390 lbs

MODULE III

One - Mako model TM6004 Air Storage system including:

- Four 6000 psi UN cylinders with service valve and burst disc (509 cf each @ 6000 psi)
- Self-standing inline vertical rack
- Interconnecting hardware

TOTAL PACKAGE PRICE with a two-year warranty, including shipping, installation and training:

\$59,765.00

Installation and Training:

Above pricing **includes** installation and training. Installation is to be completed within 10 days after delivery. Training for use shall be scheduled as the client prefers. Client is responsible for providing electrical disconnects and flexible power lines to machines per code.

Shipping:

Above Pricing **includes** shipping costs from the factory in Princeton, Illinois to your facility in Islamorada, Fl.

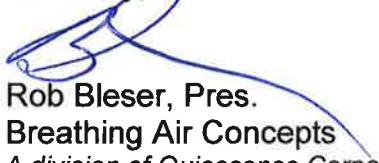
Delivery:

Delivery (exit factory) will be approximately 20 to 24 weeks after receipt of order. Terms are total payment due at completion of installation. This quotation is valid for 90 days.

NOTE: *Client is responsible for assuring that the compressor is ordered with the proper power specifications. Client is also responsible for providing the electrical disconnects and flexible power lines to machines per code.*

If you have any questions, please do not hesitate to contact me.

Sincerely,



Rob Bleser, Pres.
Breathing Air Concepts
A division of Quiescence Corporation
Authorized Mako Compressor Distributor





103680 OVERSEAS HWY
P.O. BOX 1570, KEY LARGO, FL 33037
PHONE 305-451-2440 * FAX 305-451-6440

COMPANY OVERVIEW

January 20, 2023

Breathing Air Concepts (BAC) is a division of Quiescence Diving Services, Inc. (QDS) - a Florida Keys based company that has been located in Key Largo since it was first established in 1977. QDS has been a registered *Mako Compressor* Distributor since February of 1989, covering South Florida and the Caribbean.

QDS has 10 employees, of which two are certified technicians dedicated to the BAC division, with over 44 of combined experience in compressor service and repair. All of the employees, however, have as a minimum a general base of knowledge relative to breathing air compressor systems and operations. Additional company services are hydrostatic testing of SCUBA and SCBA cylinders, sales, repairs and service of diving equipment, charters, and instruction.

BAC focuses on the sale and service of high pressure breathing air and nitrox generating compressor systems for the fire and dive industry, with the *Mako* brand as its number one line, and *Champion* for low pressure compressor systems. Both brands are owned by Gardner Denver, a U.S. company based in Quincy, Illinois.

BAC also provides training and end-user certification for breathing air compressor maintenance, as well as certifications for Visual Cylinder Inspection (VCI) and haz-mat training as it pertains to high-pressure cylinder handling and fill station operations. BAC works in conjunction with Safety Lab Plus, Inc. for providing air sample testing with certified results.

Examples of system installations within the Keys and lower South Florida include:

Monroe County Training Academy
Monroe County Fire Station 8
Miami-Dade Fire Station 13
Coral Gables Fire Rescue Station 1
Pembroke Pines Fire Training Facility

A list of some of our active clients is as follows:

Monroe County Fire Rescue

Contact: Chief Mather, Training - Mather-Charlie@MonroeCounty-FL.Gov
305-394-4664

Miami-Dade Fire Rescue

Lt. Eric Ferrer, Air Bureau - Eric.Ferrer@miamidade.gov
786-336-3042

Miami-Beach Fire Department

Gil Santiago, Fleet Operations Supervisor - GilbertoSantiago@miamibeachfl.gov
786-412-3298

Pembroke Pines Fire Rescue

Maurice Washington, Support Specialist - mwashington@ppines.com
30-951-9966

Key Largo Volunteer Fire Dept.

David Garrido, Captain - dgarrido@keylargofire.com
305-451-2700

The President of the company, Rob Bleser, has been a certified Mako technician for 34 years. Rob and his technicians work collectively at providing safe and reliable installation, training, maintenance and service.

To Contact Rob, please call the office at 305-451-2440, or on his cell at 305-394-3996.



Sales Specifications
Enclosed Containment Fill Station
Model SCFS3-4HP

The fill station shall be designed for stationary applications. The unit shall be totally enclosed, constructed of 3/16 inch plate steel and designed to contain an SCBA cylinder and metal fragments in the event of rupture during the filling process. The fill station shall be designed to vent rapidly expanding air away from the operator.

The fill station shall be ergonomically designed to allow the filling of three (3) SCBA bottles either separately or simultaneously. The maximum length of the SCBA bottle with the valve and fill adapter shall be 29 inches. Access to the enclosure for loading the SCBA cylinder shall be via a manually operated, tilt out door. The fill station door shall be provided with assisting devices to assure smooth operation and reduce operator fatigue. The fill station door shall be constructed of 3/16 inch plate steel. The SCBA cradle shall contain three (3) fill positions. Each fill position shall be lined with material to protect each SCBA cylinder from abrasion. The carriage shall be mounted on a pivoting system that will lower the cylinders to a near horizontal position and allow full access to all SCBA bottles, fill hoses and valve assemblies with minimal operator fatigue.

To ensure operator protection, a fully automatic safety interlock that prevents SCBA cylinder filling until the door is completely closed shall be provided. Three (3) fill hoses with SCBA adapters shall be provided and located within the enclosure. The fill hoses shall be protected by a safety relief valve set at 4700 psi.

The fill station shall be designed to fill the SCBA cylinders within the fill station boundary. The control panel shall include a 0 to 6000 psi adjustable regulator, regulated outlet pressure gauge, one (1) SCBA fill valve and bottle pressure gauge.

A painted steel fill panel affixed with a silk screen overlay shall be mounted on the front of the unit. The overlay shall contain an embedded airflow schematic. The fill station shall be designed to cascade the air storage system. The control panel shall include pressure gauges and flow control valves for four (4) storage banks. Piping shall be arranged to permit each bank to be filled or drawn down independently of other banks. This allows the operator to draw air from one bank to fill SCBA's, while simultaneously refilling another bank from the compressor. A bypass valve shall be supplied to permit direct use of the compressor, bypassing the storage system. A regulated auxiliary fill outlet, complete with a valve and high pressure coupler with mate shall be standard.

The fill station shall be built and tested to conform to NFPA 1901 and the recommendations in NFPA 1500.

Optional Accessories

Dual regulator fill package:

Provided on the enclosed fill station control panel. This feature allows the operator to select one of two preset SCBA cylinder fill pressures. To enhance operator safety, air is routed to the lowest fill pressure setting automatically after each fill sequence.

This option is ideal for fire departments that have both 2216 and 4500 psi SCBA's to fill. The risk of over-pressurizing an SCBA is reduced by utilizing two pre-set regulators. (The 2216 psi regulator shall be complete with an inline relief valve).

Auto cascade control:

For simplicity and ease of operation, a pneumatically controlled automatic priority fill system shall be provided for ____ air storage banks. The system shall optimize the filling process by permitting the storage system to directly fill the SCBA cylinders through an automatic sequencing valve network. The filling sequence will operate successively starting with the lowest pressure bank and progressing to the next highest pressure bank until the SCBA cylinders are filled. The system shall be flexible enough to utilize the compressor for cylinder top off if there is insufficient pressure in the storage banks. This design shall perform all cascade functions and reduce the possibility of operator confusion.

When the filling sequence is complete the compressor shall automatically refill each storage bank successively starting with the highest pressure cylinder bank first and ending with the lowest pressure cylinder.

A manual bypass valve shall be supplied to permit direct use of the compressor, bypassing the air storage system. An auxiliary outlet, complete with a valve and quick disconnect fitting, shall be supplied as standard.

Regulated / un-regulated auxiliary outlet:

The regulated / un-regulated auxiliary outlet permits the operator to safely fill high and low pressure cascade systems by using a panel mounted 3-way valve (regulated / off / un-regulated). The "regulated" position regulates the air using the panel mounted regulator. The "un-regulated" position bypasses the regulator and gives a true 6000 psi outlet pressure.

Remote fill hose:

A __ ft remote fill hose shall be provided including; line valve, pressure gauge, bleed valve and high pressure, female QD fill assembly.

Lifting Eyes:

Lifting eyes can be provided (one on each corner) to assist in moving the equipment.

Sales Specifications
Air Storage System
Model TM6004

The breathing air storage system shall include the number and type of cylinders specified below mounted on a self-standing vertical inline rack. The system shall include all fittings, interconnecting piping, valves and hardware necessary to operate as a cascade system and meet all current DOT, TC, and ISO 9809 code requirements.

UN system - The breathing air storage system shall consist of four (4) UN storage cylinders each with a minimum capacity of 509 cubic feet of air at 6000 psig.

Option:

Lifting Eyes:

Lifting eyes can be built into the storage rack (one on each corner) to assist in moving the equipment.

Sales Specifications
Breathing Air Module
Model BAM06H

The entire breathing air module shall be integrated into a single, free-standing unit. To minimize radiant sound level the enclosure shall contain sound absorbing material.

The unit shall be designed to allow installation flush against a wall without inhibiting cooling air flow or maintenance access. The complete system shall not exceed the following dimensions.

31 1/4" (W) X 42"(D) X 66"(H)

The breathing air module shall be factory assembled and tested to assure quality and reliability. The system scope of supply shall be housed within the confines of the sheet metal enclosure; to include: UL listed electrical panel, purification system, muffler reservoir and pressure bearing components as follows:

Compressor: The compressor block shall be four stage, air cooled, pressure oil lubricated of "V" configuration and rated for continuous duty at 6000 psig with a charging rate of 14.0 cfm. The crankcase shall be of all cast iron construction, fully enclosed and support an iron crankshaft with oversized ball bearings on each end. Only two connecting rods shall be utilized. Each connecting rod shall be equipped with needle bearings on each end for long life. All pistons shall be of the captive design, manufactured of aluminum or steel and incorporate rings on all stages. Cylinders shall be of aluminum or cast iron construction with deep cooling fins to provide maximum heat dissipation. The compressor flywheel shall incorporate a high velocity fan to remove heat from the compressor. Cooling air flow from the fan shall be a minimum of 3000 cfm. Individually mounted intercoolers shall be utilized after each stage of compression and the aftercooler shall be designed to deliver final air at a temperature not to exceed 18 degrees F above ambient. Suction and delivery valves shall be designed in such a manner that they can be replaced without replacing the entire assembly. Valve inspection covers are to be provided on the first and second stage cylinders. Relief valves shall be utilized after each stage of compression.

The pressure lubrication system shall include an oil pump to supply metered quantities of lubricant directly to the fourth stage piston through a regulator and replaceable spin-off type, full flow filter. The oil pump shall be directly driven off of the crankshaft. Belt driven pumps shall not be acceptable. An oil level sight glass shall be provided for checking the crankcase oil level.

The compressor system shall have a moisture separator after every stage of compression. An automatic drain system shall be supplied to periodically discharge accumulated condensation from each moisture separator during operation and whenever the unit shuts down.

Compressor systems requiring cool down or (unloaded running periods) and those that require auxiliary cooling fans are not acceptable. The compressor system must be rated for continuous operation with no intermittent duty cycles.

The compressor manufacturer shall have an ISO 9001 quality management system standard approval on the design and manufacture process.

Compressor Enclosure: The breathing air module shall be fully enclosed with solid steel panels, minimum thickness 14 gauge. All sections of the compressor enclosure shall be lined with sound absorbing material.

An air ducting system that allows against-the-wall installation by drawing cooling air from below the unit and directing it upwards and away from the operator and control panel shall be provided.

Insulated and gasketed maintenance access doors equipped with quarter turn latches shall be located on both sides and in front of the compressor system. These latches shall be designed to draw the access doors into the frame opening. Male-female hinges on side doors shall be used to allow their fast and easy removal without requiring hand tools.

The underside of the cabinet shall be grated to prevent debris from entering the compressor compartment.

Auto Drain Muffler/Reservoir: An automatic drain muffler/reservoir system, manufactured of 14 gauge steel, shall be incorporated into the package. The reservoir shall be designed to capture discharged condensation without the need for piping to the outside and to reduce the discharge noise level. A conveniently located valve shall be supplied on the outside of the cabinet to periodically drain the condensate accumulated in the muffler/reservoir at atmospheric pressure.

Electric Motor: NEMA designed B, 2-pole, 10 horsepower, open drip proof motor shall be furnished for ____ phase, ____ hertz, ____ volts. The motor shall be suspended underneath the compressor baseplate. This baseplate shall incorporate rubber shock mounts, which isolates vibration from the rest of the cabinet. The V-belt drive shall be guarded to meet OSHA requirements.

Purification System: The purification system and replacement filter cartridges shall be manufactured by the same company as the compressor package. The system shall be a multi-chamber arrangement each constructed of 7075T6 aluminum alloy with a tensile strength of 83,000 psi and designed for 6000 psi working pressure with a 4 to 1 safety factor. The first chamber shall be a mechanical separator to eliminate oil and water. Subsequent chambers shall utilize replaceable filter cartridges constructed of high strength, non-corrosive FDA grade polycarbonate plastic.

Non-corrosive stainless steel springs and spin welded end caps shall be incorporated within the cartridge boundary. The cartridges shall be designed to remove water vapor, hydrocarbons, noxious gases, taste and odors.

Systems requiring depressurization to check filter condition shall not be acceptable. Carbon monoxide shall also be eliminated by catalytic oxidation. The purification system shall process 34,200 cf (with a 70° F inlet temperature) before cartridge replacement. The air delivered shall meet CGA grade D & E and NFPA 1989 (2019 edition) air quality standards.

Control System: The unit shall include all necessary controls to assure efficient operation and monitor compressor performance. All necessary electric motor controls shall also be included and rated for NEMA class 12. As a minimum, the control system shall include the following:

- Air pressure switch to automatically start and stop the unit in order to maintain system pressure.
- High air temperature shutdown.
- Direct online IEC starter package with a 24 volt control voltage.
- PLC controller.
- Illuminated power "on" switch.
- Independent "start" and "stop" push button switches.
- Emergency stop button.
- Low oil pressure switch.

Instrumentation: The unit shall include all necessary gauges and lights necessary to indicate all normal and shutdown conditions. All gauges, lights and indicators shall be mounted on a steel control panel centrally located on the front of the unit and also within the cabinet.

As a minimum, the instrumentation panels shall include the following:

- Compressor interstage and final air pressure gauges.
- Hour meter.
- High air pressure shutdown light.
- High air temperature shutdown light.
- Low oil pressure light

Optional Accessories

Shutdown Audible Package:

An audible alarm shall be panel mounted and indicate abnormal operating conditions.

Carbon Monoxide Monitoring System:

The CO monitor shall be mounted on the compressor operations panel.

- Shall be piped into the air flow downstream of the purification system
- Shall be tamper-resistant requiring a keystroke sequence to access monitor controls.
- Must have a warning light, audible alarm & shutdown for high concentrations of CO.
- Shall reliably detect CO concentrations from 0 to 10 ppm. A digital readout shall continuously indicate the amount of CO in the compressed breathing air.
- Must be capable of adjustment at any point on the monitor between 5 to 10 ppm for shutdown.
- The unit shall automatically go through the calibration process every 90 days.
- Ship-loose CO Calibration kit complete with test gas valve/regulators, test gas cylinder clamps, tubing, & tubing quick disconnects.
- The system shall come complete with solenoids to control system calibration.

CMM Air Monitoring System:

The CMM is a dual monitor for both CO & moisture. It will include our standard CO monitor (see above) and the Moisture monitor with cartridge detection below:

Moisture Monitor (Cartridge Monitoring System):

The cartridge monitoring system shall be mounted on the compressor operations panel. The system is designed to monitor the quality of air being discharged after the compressor's purification systems. The system continuously evaluates the moisture content of the purified air and also confirms the presence of the cartridge filter in the purification chamber. The complete system consists of the following:

- A. Moisture monitor probe
- B. photo cell cartridge detection sensor
- C. Microprocessor control unit
- D. Cartridge "ok" green light
- E. Cartridge life warning light
- F. Cartridge expired red warning and compressor shutdown
- G. Install filter text message

The cartridge monitoring system operating procedure is as follows:

- **Cartridge detection:** In the event that a cartridge filter is not installed in the purification chamber, a text message will be displayed and the compressor will not start. This same condition will also occur in the event that any electrical connections in the system are faulty or otherwise not made. Note that mechanical devices, which could be subjected to corrosion, are not utilized.
- **Moisture monitor:** Upon start-up of the compressor, the moisture monitor probe (a) will continuously monitor the moisture content of the air stream at pressure. A timing device within the microprocessor control unit (a) is activated upon start-up to allow the moisture sensor to stabilize. This time cycle is operative for 8 to 15 minutes. During this cycle, the cartridge "ok" green light (d) will be flashing. Once the stabilization period is complete, the applicable status light for the moisture level will illuminate.
- **Status light conditions:**

Cartridge "OK" green light (d): This light will remain illuminated as long as the moisture level in the air stream is within pre-set limits. This light flashes during the initial stabilization cycle.

Cartridge life warning yellow light (e): This light will illuminate when the moisture level in the air stream approaches the pre-set limit. During this time, approximately one hour duration, the air quality is within acceptable levels.

Cartridge expired red warning light (f): This light will illuminate when the moisture level in the air stream exceeds the pre-set limit. The compressor unit shuts down under this condition.

- Adjustable timed cycles and moisture limits: All timed cycles and moisture limits which are not specified will be factory pre-set as follows:
 - 15 minutes for initial moisture probe stabilization.
 - The air stream moisture limit will be preset at -65 degrees F atmospheric dewpoint (24 ppm water vapor content) in accordance with recommendations by NFPA 1500. Other dewpoint limits can be set provided that the following are known:
 - Operating pressure
 - Mean ambient temperature

MK5C Purification System:

The purification system can be upgraded to a MK5C which will process 82,000 CF of air at 70° F.

Lifting Eyes:

Lifting eyes can be provided (one on each corner) to assist in moving the equipment.