
SECTION I
REQUEST FOR BIDS (RFB)
INSTRUCTIONS AND SPECIFICATIONS FOR:

ABB Variable Frequency Drive Purchase
Project Number: 24-112
Issuance Date: January 31, 2024

The Village of Oak Park is seeking bids for two (2) new ABB variable frequency drives (VFDs). The Public Works Department will review and evaluate the bids. Any agreement awarded as a result of this RFB will be executed by the Village Manager as authorized by the Village Board.

Sealed bids will be accepted at the Oak Park Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., local time until 3:00 p.m. on Wednesday, February 14, 2024.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or by calling the Public Works Center at 708.358.5700.

There will not be a formal “bid opening” for the contract. Electronic signatures will be accepted on all documents.

The Village Board reserves the right to accept or reject any and all bids, to waive technicalities, or to accept any item of any bid. Information is available from Orlando Velasquez, Senior Pumping Station Operator at 708.358.5749 or OVelasquez@Oak-Park.US.

Submission of Bids:

Bid shall be submitted on the Bid Form included herewith. Bids shall be submitted on official company letterhead. The bid shall be submitted in a sealed envelope marked “**Bid: 24-112: ABB Variable Frequency Drive Purchase**” shall bear the return address of the bidder, and shall be addressed as follows:

To: Orlando Velasquez
Senior Pumping Station Operator
Public Works Department
201 South Blvd.
Oak Park, IL 60302

Do not detach any portion of this document. Upon formal award to the successful Vendor, a written agreement will be executed for the Project in substantially the form attached.

SECTION II

BID INSTRUCTIONS, TERMS, AND CONDITIONS

Preparation and Submission of Bid

Bids must be submitted on the forms furnished and delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company.

Award of Contract

The agreement will be awarded in whole or in part to the responsible Vendor whose Bid, conforming to the Request for Bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Bidders should exclude these taxes from their prices.

Withdrawal of Bids:

Any Vendor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Vendor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Vendor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Rejection of Vendor

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Vendor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Vendors are advised to become familiar with all conditions, instructions and specifications governing the work. Vendors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws

The Vendor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park. In no case shall such consent relieve the Vendor from its obligations or change the terms of the agreement.

Interpretation of Agreement Documents:

Any Vendor with a question about this Bid may request an interpretation thereof from the Village no later than 8:00 A.M. on Monday, February 5, 2024. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Vendor's responsibility to obtain all addenda issued. Vendors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

Agreement

The selected Vendor shall enter into an agreement with the Village to complete the project in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the Vendor and returned within ten (10) calendar days after the agreement has been mailed to the Vendor. The Vendor shall execute three copies of the agreement. One fully executed copy will be returned to the Vendor. See Section V for a sample copy of the agreement.

Familiarity with Scope of Services, Terms Conditions and Requirements

Vendors shall familiarize themselves with the full contents of this RFB and all conditions which affect their Bid or ability to complete the contract. Once a Bid has been submitted, the Vendor's failure to have read and understand all the conditions, instructions and specifications of this Request for Bids shall not be cause to alter the terms of the contract or bid.

No Collusion

The Vendor must disclose any person, firm or entity that has an interest in this contract, including subcontractors. If at any time it shall be found that Vendor has colluded with any other person, firm, or corporation in procuring this Contract, then Vendor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

Defaulted Vendors

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.

Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

Damage to Property

Vendor shall repair, at no additional cost to the Village, all damage to Village property caused by the Vendor resulting from their work.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The Vendor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Vendor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The Vendor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Vendor shall notify the Village and a change order will be negotiated.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the Vendor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Vendor's work unacceptable, at the Village's election, the Vendor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Vendor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Vendor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Responsibility of Vendor

The selected Vendor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Safety Precautions

The Vendor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property, including installation of appropriate traffic control. The Vendor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The Vendor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations. The Vendor shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Water and Sewer Superintendent or his designee shall be immediately discontinued by the Vendor upon their receipt of instructions from the Water and Sewer Superintendent or his designee, to discontinue such practice.

Vendor's Representative

The Vendor shall have at all times a competent worker on the job that shall have full authority to act for the Vendor, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such person executing work for the Vendor shall be binding on the Vendor as though given to him personally. Vendor's representative must be proficient in the use and interpretation of the English language.

Mandatory Qualifications for Vendor's Personnel

- No more than 50% of the crew may be trainees at any one time.
- The Village reserves the right to require immediate removal of any employee of the Vendor selected deemed unfit for service for any reason. This right is non-negotiable and the Vendor selected agrees to this condition by accepting this agreement. The Vendor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement. Failure of the Vendor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this agreement without liability.

Workers

The Vendors shall employ competent laborers and shall replace, at the request of the Water & Sewer Superintendent or his designee, any incompetent, unfaithful, abusive, or disorderly workers. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a Vendor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Working Hours

The Village's regular working hours are 6:30 a.m. to 3:00 p.m., Monday through Friday.

SECTION III

DETAILED SPECIFICATIONS

General

The Village seeks to purchase two (2) new ABB Variable Frequency Drives (VFDs). These new VFDs will be retrofitted into Allen Bradley Powerflex 700 – 125 HP cabinets. The Village's VFD electrical contractor and Supervisory Controls and Data Acquisition (SCADA) integrator will perform the installation. The Vendor shall provide the new drives and start-up services as described below. The Vendor shall perform start-up services on a date and time mutually agreed upon between the Village and its electrical contractor and SCADA integrator.

New ABB VFD and Accessory Specifications

- Model Number: ABB ACS580-01-156A-4, 125HP, 480V, NEMA 1
- Accessories:
 - ABB Surface Mount Kit # DPMP-EXT
 - ABB Ethernet Module # FEIP-21
- **No substitutions will be considered**
- The Vendor shall warranty VFDs purchased from them for one (1) year from the date of delivery to the Village. This one (1) year warranty is separate for the extended warranty referenced in the Start-Up Services Specifications section.

Start-Up Services Specifications

The Vendor shall perform ABB-certified start-up services with authorized ABB personnel. The start-up services shall comply with ABB's requirements for the new VFDs to receive extended warranties; the Vendor shall register the VFDs for the extended warranty within twenty (20) days of each individual VFD start-up. The Vendor shall provide the described start-up services to four (4) ABB ACS580-01 VFDs regardless if the VFDs were purchased from the vendor or not. Two ABB ACS580-01 VFDs have already been purchased and installed, the Village would like these VFDs to receive start-up services as well. It is understood that the VFDs not acquired from the Vendor are not eligible for extended warranty.

- As part of the start-up services, the Vendor shall properly program three VFDs so that their operations meet the Village's requirements including but not limited to communication with SCADA, start and stop speeds, local controls, and fault and alarm protocols.
- The Vendor shall review the programming in one (1) already installed and programmed VFD and make any necessary changes for proper operation.
- The Vendor shall be responsible for ensuring a safe workplace for its workers; the Vendor shall adhere to all applicable safety regulations and standards, including Lock Out Tag Out.
- The Vendor shall employ all necessary precautionary measures and equipment for the safeguarding of human lives and Village-owned assets within and surrounding the workplace.
- Damage caused by the Vendor shall be repaired by the Village at the Vendor's expense.
- All work shall be performed in a workmanlike manner and shall comply with the Village's adopted electrical code: 2017 National Electrical Code and the manufacturers' specifications.

SECTION IV
BID FORM

This Bid is offered for acceptance by the Village of Oak Park within sixty (60) calendar days from the date of opening. The Bidder has read and agrees to all terms and conditions of this RFB.

<u>Project 24-112</u>	<u>Cost/Fee</u>
ABB ACS580-01-156A-4 (Each)	\$
Surface Mount Kit # DPMP-EXT (Each)	\$
Ethernet Module # FEIP-21 (Each)	\$
Start-Up Services (Each)	\$
Shipping/Freight	\$

***** No substitutions will be considered *****

Company Name _____

By: _____
(Signature)

Printed Name _____

Title _____

Email _____

Company Address _____

Date of Proposal _____

Telephone # _____

SECTION V
PURCHASE PRICE AGREEMENT

THIS PURCHASE PRICE AGREEMENT ("Agreement") is entered onto on the ____ day of _____, 2024, by and between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 and _____, a _____ with offices at _____ ("Vendor").

1. Price

Vendor is an authorized supplier of ABB Variable Frequency Drives ("Materials"). Vendor has provided the Village with 2024 prices for its Materials as set forth in its Proposal dated February 2024 ("Proposal"), attached hereto and incorporated herein by reference, pursuant to the Village's Request for Bids ("RFB") as applicable. The Village accepts the prices set forth in the Proposal and agrees to purchase from vendor such Materials as it finds necessary at the prices set forth in the Proposal. This Agreement does not commit the Village to purchase any specific quantity of Materials. The total amount of materials to be purchased pursuant to this Agreement shall not exceed \$_____.

2. Tax Exempt

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. Vendor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

3. Payment

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

4. Term of Agreement

This Agreement is valid for purchases through December 31, 2024.

5. Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

6. Conflict

In case of a conflict between any provision(s) of this Agreement and the Vendor's bid or the Village's RFB, this Agreement and the Village's RFB shall control to the extent of such conflict.

7. Dispute Resolution

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

8. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective party to the terms and conditions of this Agreement.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF OAK PARK

VENDOR

By: Kevin J. Jackson
Its: Village Manager

Print Name: _____
Title: _____

Dated: _____, 2024

Dated: _____, 2024

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2024

Date: _____, 2024