I

REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park Village Hall UPS Replacement Project
Bid Number: 17-118
Issuance Date: 5/3/17

The Village of Oak Park will receive bids from qualified Uninterruptible Power Supply (UPS) companies to replace the existing UPS system at Village Hall, 123 Madison St., Oak Park, IL 60302. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. until 10:00 a.m. local time on Wednesday, May 31st, 2017. Bids will be reviewed in private (no public bid opening) and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Bids must be enclosed in a sealed envelope marked **"Village of Oak Park Village Hall UPS Replacement Project".**

There will be a pre-bid meeting on Tuesday, May 9th, 2017 at 9:00 a.m. in the lower level of Village Hall, located at 123 Madison St., Oak Park, IL 60302. Specifications and bid forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5710 or by e-mail request to vics@oak-park.us .

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Building Maintenance Superintendent, Vic Sabaliauskas, at 708-358-5710.

The documents constituting component parts of their agreement, comprised of pages, are the following:

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

Submission of Bids
The bid shall be submitted on the bid forms included herewith. The bid shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Vic Sabaliauskas, Building Maintenance Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

SECTION I
BID INSTRUCTIONS, TERMS AND CONDITIONS and REFERENCES

Preparation and Submission of Bid:
All bids must be delivered to the Public Works Center by the specified time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village 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. Bids shall be sealed in an envelope and marked as stated on the cover page. Electronic submission will also be accepted so long as the date and time of the e-mail is before the due date and time.

Contract Bond
The successful contractor shall, within ten (10) calendar days after award of the bid, furnish a contract bond in the amount of one hundred percent (100%) of the contract price. The bond shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed.

Bid Bond
The contractor shall provide a bid bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The bid bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and provided the Contract bond in an amount of one hundred percent (100%) of the total approved bid price.

Award of Agreement
The agreement will be awarded in whole or in part to the responsible contractor 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). Contractors should exclude these taxes from their prices.

Withdrawal of Bids:
Any contractor 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 contractor 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 contractor may not withdraw or cancel its bid after having been notified that the bid was accepted by the Village Board of Trustees.

Investigation of Contractors
The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill bid requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and bids. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its bid. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor
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 contractor that failed to satisfactorily complete work for the Village under any previous agreement.

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

Compliance with Applicable Laws
The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law
All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, 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 or as noted in the contractor's bid. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

Interpretation of Agreement Documents:
Any contractor with a question about this bid may request an interpretation thereof from the Village. If the Village changes the bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda

issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the bid submission.

Minority Business and Women Business Enterprise Requirements
The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Agreement
The selected contractor shall enter into an agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the agreement bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

Notice to Proceed
Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Superintendent grants an extension.

Fees and Cost
In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution
The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

Hold Harmless
See attached form Agreement.

Insurance
See attached form Agreement.

Termination of Agreement
See attached form Agreement.

SECTION II
DETAILED SPECIFICATIONS

Scope of Work

These detailed specifications establish minimum technical requirements, terms and conditions for the purchase, installation and maintenance of UPS equipment at the Village of Oak Park Village Hall, 123 Madison St., Oak Park, IL 60302.

The item to be purchased under this contract consists of an APC Smart-UPS VT (or equivalent), 30KVA with storage batteries and cabinets. Additional work to be performed under this contract shall consist of the turn-key removal of the existing UPS, installation of the new UPS and pricing for ongoing maintenance of the new UPS.

Vendor shall describe in detail in its bid how they will supply clean power during UPS replacement.

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The successful bidder must also comply with all of the provisions of the Illinois Prevailing Wage Act.

PART I - GENERAL TERMS AND CONDITIONS

1.1 Scope of Work - See Part II TECHNICAL SPECIFICATION

1.2 Submission of Bids

Sealed bids shall be received by 10:00 a.m., Wednesday, May 31st, 2017. All bids will be received at the Village of Oak Park Public Works Center, 201 South Blvd., Oak Park, IL 60302. Late bids will not be accepted and will be returned unopened. Each bid must be signed by an Village, partner or corporate official with authority to make bid and quote commitments for the submitting company.

For purposes of this Specification, the terms *Bidder, Contractor* and *Vendor* shall have the same meaning. The terms *Owner, Village of Oak Park, Village, and VOP* shall have the same meaning.

1.3 Pre-bid Meeting

There will be a pre-bid meeting on Tuesday, May 9th, 2017 at 9:00 a.m. in the lower level of Village Hall, 123 Madison St. Bidders shall have an opportunity to raise questions, request clarifications, inspect documents and note existing conditions in the proposed project location during the pre-bid walk-through. Bidders are responsible for ascertaining any and all existing or proposed facility conditions prior to submission of bids. These conditions include placement of walls, conduits, raceways, panels, as well as availability of electrical power and cooling units. Any and all modifications to current or planned facility requirements to accommodate the bidders proposed equipment must be noted within the submitted bid. Bidders will be required to execute a waiver acknowledging existing and planned facility conditions.

1.4 Bid Requirements

One executed paper copy and one electronic copy of the submitted bid shall be provided. Electronic copies shall be a single file, formatted in Portable Document Format (.pdf) on CD, DVD, USB or SD card media. The bid shall contain technical descriptions of the equipment being bid, an itemized cost of the system equipment, maintenance, and any alternatives or options offered. The format of the bid shall comply with sub-section 1.4.2 (infra). Bidders shall clearly and completely define the capabilities, performance and operation of the system offered. Technical descriptions shall include performance, electrical and mechanical specifications for all hardware and software proposed. Bids may not be modified after bid opening.

1.4.1 Bonds

Each bid must be accompanied by a certified check, a cashier's check or draft, for ten percent (10%) of the base bid price; such check or draft to be certified or issued by a solvent bank, payable to the Village of Oak Park, as a guarantee that the bidder will enter into a contract in accordance with the provisions of this specification in case such bidder is selected as the contractor for the system. In lieu of the above, a bond of ten percent (10%) of the base bid price may be furnished by the bidder; such bond to be issued by a surety authorized to do business in the State of Illinois. Such bond shall be payable to the Village of Oak Park as a guarantee that the bidder will enter into a contract in accordance with the provisions of this specification in case such bidder is selected as the contractor for the

system. The successful bidder's security shall be retained until a contract has been signed and delivered to the Village of Oak Park. The Village of Oak Park reserves the right to retain the security of the next most responsive bidder until a contract has been executed or until ninety (90) days after bid opening, whichever is first. All other securities will be returned as soon as practicable.

Should any bidder refuse to enter into a contract, VOP will retain the security, not as a penalty, but as liquidated damages. A ten percent (10%) holdback will be retained in lieu of a performance bond.

1.4.2 Bid Format

Bids shall be submitted in the format described herein and shall include a complete schedule of prices on the price and cost forms accompanying this specification. Each copy of the bid shall include the following:

(a) A statement of compliance with the terms and conditions required in *Section I* and *Section II*.
(b) Complete proposed system technical and operational description.
(c) Any exceptions to specifications stated in *Section II*.
(d) Standard catalog sheets for each item of equipment.
(e) Itemized equipment list for the configuration bid.
(f) Description of special components.
(g) Parts supply certification.

1.4.3 Exceptions to Specification

Any exceptions to this specification must be clearly stated and submitted in writing within the bid. An explanation shall be made for each item of exception taken, giving in detail the extent of the exception, the reason for it and the benefits for granting said exception. VOP reserves the right to reject any bid based solely upon any exception taken to this specification.

1.5 Compliance

Bidders are advised the technical and functional specifications/parameters contained herein are minimum acceptable requirements, unless modified by written addenda. Bidders are further advised that alternatives or optional bids, other than those specifically requested (if any) are permitted, provided that such bids meet or exceed the requirements of this specification, or present viable options. Any bid submitted that contains unsolicited optional and/or alternate bids/quotations, shall first present a response to the required alternatives, including the options as addenda. Failure of the bidder to submit a bid that is compliant; i.e., consistent with this specification, may result in the rejection and disqualification of said bid.

1.6 Terminology

The terms "vendor", "contractor", and "successful bidder" are used interchangeably in this specification to refer to the legal person or entity who has entered into contract for provision of materials or services.

1.7 Titles

Titles to divisions and paragraphs in this specification are introduced merely for convenience and shall not be taken as correct or complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Village for omissions or duplications by the contractor, or any subcontractor, due to real or alleged error in arrangement of matter in the specification or any other contract document.

1.8 Contract Documents

The order of precedence in Contract Documents is as follows:

1. Contract instrument, work statement or Memorandum of Agreement (if any).
2. Addenda to Specification (if any).
3. Specification.
4. Contractor's bid.

1.9 Governing Laws and Regulations

Bidders are advised that all contracts shall be governed by the laws of the State of Illinois and municipal ordinances of the Village of Oak Park. The contractor shall keep himself fully informed of all such laws and ordinances and regulations in any manner affecting the conduct of the work, the materials used in the work and those engaged or employed in the work. The Village, its agents and/or representatives assume no liability for promulgating information on such laws, ordinances and regulations.

1.10 Price and Award

Unless all bids are rejected for good cause, award of contract will be made to the lowest priced, responsible bidder whose bid complies with all specified requirements stated herein. Bidder's cost and price analysis shall include complete pricing information for their package and system options as required by this specification. The total system price, as well as itemized price listing, *using the accompanying forms*, shall be included for the basic package and any alternative configuration. This itemized list shall be sufficiently detailed to allow the Village to add and/or delete items of hardware and/or software functions as deemed necessary, as long as the deletions are not essential and necessary for the system to function. Prices shall be separately listed, as shall the cost of installation, maintenance, training and acceptance testing. All pricing information, unit, installation and maintenance prices shall remain firm through the completion of the contract (maintenance prices through the third year term of the maintenance bid). This shall include delivery, complete installation and debugging charges. VOP reserves the right to reject any or all bids and to waive technicalities. The terms and conditions for contract award imposed herein shall govern in all cases, and any exceptions, conflicting terms or conditions submitted by the bidder shall constitute sufficient grounds for rejection of the bid. Partial bids will not be considered.

1.10.1 Evaluation Criteria

The award will be made to the most responsive and responsible bidder based on the criteria listed here, considering the lowest price of the basic system. Price and non-price criteria will be considered separately. Bids will be evaluated on the criteria listed here, and rated on the basis of overall quality. The following criteria will be employed to evaluate any and all bids received for technical compliance and price:

SYSTEM COST

Bids will be evaluated on the basis of the cost of equipment, the optional installation of the base system proposed and optional extended maintenance pricing.

COMPLIANCE

Bids will be evaluated on the basis of technical and functional compliance with the specification. Any bid submitted that is deemed non-compliant in any substantive area may be disqualified and rejected.

VIABILITY

Bids will be evaluated on the basis of functional and practical hardware integration. The bidder shall be responsible for ensuring that all components and subsystems are 100% compatible or shall be responsible for supplying such devices as may be needed to ensure full system-wide integration and compatibility. All equipment manufacturers shall have been in continuous hardware manufacturing for at least the prior five (5) years.

DEMONSTRATION

Bidders are required to include references of current clients and/or operating installations representative of the proposed system hardware and software. At the optional request of VOP bidder may be required to make a demonstration of a representative installed system, locally within a 50-mile radius of the Village. Demonstrations shall be no longer than 1-hour duration. The demonstration shall be scheduled and take place during normal business hours.

MAINTENANCE

Bids shall be evaluated on the basis of the ability of the prime vendor to supply technically competent and cost effective system installation, long term support and maintenance utilizing local concerns.

COMPLETION

Bids shall be evaluated on the basis of guaranteed project completion time.

FINANCIAL BACKGROUND

Bidders shall have a minimum history of three (3) consecutive years in the sales, installation and support of UPS equipment and systems. At its option, VOP may request recent financial statements and history of the bidder covering the prior three (3) consecutive years.

OTHER

The Village reserves the right to evaluate bids employing other criteria not specifically enunciated herein.

1.11 Delivery Schedule

The system specified under this contract shall be delivered and installed according to the following schedule:

Delivery of the complete equipment package shall occur within sixty (60) days after the effective contract dates. Installation (optional), acceptance testing and checkout of the entire system shall be completed within ninety (90) days after the effective contract date. The completion time is the maximum time allowed. Earlier completion is acceptable and desirable. Bidders acknowledge that the completion of the system occurs when the Village has formally accepted the system. Final acceptance occurs only after delivery and (optional) installation have been satisfactorily completed, as determined by the Village. In addition, all maintenance manuals and other documentation required by this specification have been delivered and found to be satisfactory. Acceptance testing may, at the option of the Village, include a 30 day period of full and satisfactory use and function.

1.12 Complete Systems

All bids must be for the complete TURN-KEY systems herein specified. Partial bids will be accepted only in the context of exclusion of complete systems identified as the line item price listings *using the accompanying forms*. Should the functionality in one system include the complete requirements as for any other particular system as specified, the bidder shall note "Included with <system> pricing" on the form pricing line item.

1.13 System Design Responsibility

Nothing in the specification shall relieve bidders of turn-key system package design responsibility, including, but not limited to, all equipment, firmware and software furnished under this contract. The successful bidder is, in all cases, solely responsible for the performance of the delivered system, and for furnishing complete system documentation for each and every part of the purchased system. It is the expressed intent of the Village to assume no liability for the design and performance of the supplied system(s). Each bidder's bid shall explicitly affirm the acceptance of this requirement. **Failure to do so shall result in rejection of the bidder's bid.**

1.14 Contractor Responsibility

Notwithstanding any detail presented in the specification, it is the responsibility of the successful bidder to complete the material list and propose suitable devices that comply with this specification. Any additional equipment required, not specifically mentioned herein, shall be provided by the successful bidder without claim for additional payment, it being understood that an operating system incorporating the operational features specified in this document, satisfactory to the user, is required in all cases. It is the expressed intent of the Village to assume no liability for the design and performance of the supplied system. Each bidder's bid shall explicitly affirm the acceptance of this requirement. **Failure to do so may result in rejection of the bidder's bid.**

1.15 Warranty

All equipment, parts and software shall be guaranteed for a period of one (1) year from system acceptance against defects in design, materials and workmanship. The warranty period shall begin upon formal acceptance of the system as defined in subsection 1.11. This warranty shall cover both parts and labor. Contractor shall warrant and guarantee further that the equipment furnished hereunder is of good workmanship and materials and that the same is properly designed, operable and equipped for the proposed use by the Village and is in strict conformity with the detailed specification. Warranty service shall be on a 24-hour per day, 365-day per year basis (24-7) with a response time not to exceed four hours. The bidder shall certify that its proposed service facility shall, within the same four hours, be able to diagnose any system failure, that repair will be completed at the earliest possible opportunity upon receipt of necessary parts, and any system critical part that is not locally stocked as a spare part will be available within twenty-four (24) hours. Village shall provide remote data access to the equipment through the available Internet connection for contractor to monitor the operation and condition of the equipment during the Warranty period.

1.15.1 Service Under Warranty

If it becomes necessary for the Village to contract with another vendor for warranty repairs, due to inability or failure of the contractor to perform such repairs, the contractor shall reimburse the Village for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within 30 days from presentation of such invoices. This shall only occur after the contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

1.15.2 Maintenance Option

Bidders shall provide, as an option, the annual cost for maintaining the system supplied under this contract for the two (2) year period after expiration of the initial warranty period. This second and third year maintenance cost shall be itemized using the maintenance column in the accompanying Cost and Price Forms included in this specification. The optional maintenance cost shall not be included in the Basic System Total Cost. The maintenance program shall cover all parts and labor necessary to maintain operation of the system as specified. The service response for maintenance shall be the same as that required for warranty service in Section 1.15, above.

1.16 Contractor Qualifications

The primary contractor shall be a company with at least three (3) years continuous experience in project management, including installation and maintenance of the equipment and systems being offered.

1.17 Subcontractor Qualifications

The contractor, if not providing qualified and licensed installation services internally, shall submit a list of its subcontractor(s), and alternative choices, who will supply services for system installation. For each subcontractor, the contractor shall certify that the subcontractor is qualified, licensed and not otherwise disqualified from providing electrical installation services in the Village of Oak Park. The Village reserves the right to disapprove, with reasonable cause, any subcontractor or its employee. In the event of disapproval, the contractor has the sole responsibility to provide competent subcontractors that are acceptable to the Village.

1.17.1 Subcontractors

(a) The bidder agrees that he is fully responsible to the Village for the acts and omissions of his subcontractors and/or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(b) Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Village nor any obligation on the part of the Village to pay, or to see to the payment of any sums to any subcontractor.

(c) No bidder shall write any subcontract at variance with the conditions of the Contract Documents and the provisions of the Contract Documents shall be incorporated in any subcontract agreement.

1.17.2 Assignment

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other. The cost of any additional engineering, inspection and certification resulting from such assignment shall be deducted by the Village from the money due contractor at final settlement.

1.18 Right to Disapprove

The Village reserves the right to disapprove with reasonable cause any personnel, subcontractors, documentation, manuals, lists, training or any other material. If any item is disapproved, it is the sole responsibility of the contractor to correct the deficiency. If such a deficiency is not corrected to the satisfaction of the Village the contractor shall be in default of his contractual obligation.

1.19 Contractor Coordination

(a) The contractor shall fully cooperate and coordinate installation and repair with any other contractor that is under contract to the Village for work related to but not included in this request for bid. Each bid shall affirmatively state such willingness.
(b) Any cost caused by defective or ill-timed work caused by the contractor, its employees or subcontractor(s) shall be borne by the contractor.
(c) The contractor shall not alter or modify the work of any other contractor without the written consent of the Village and/or its agent. The above is particularly applicable in reference to structural members, finished surfaces, grounding, and electrical interface devices.

1.20 Time for Completion and Liquidated Damages

The date of beginning, rate of progress, and the time for completion of the work to be done hereunder are critical conditions of the contract. The purchase process embraced in the contract shall be commenced within ten (10) calendar days after date of contract award and issuance of notice to proceed. Optional installation services, if selected, shall be commenced no later than five (5) days after notification of delivery on Village's premises. The contractor agrees that said work shall be executed regularly, diligently and uninterruptedly at such rate as will insure full completion thereof within the time specified. It is expressly understood and agreed by, and between the contractor and the Village that the time for completion of the work described herein is a reasonable time for completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality, nature of the work and work site. If the delivery schedules required in Section 1.11 above are not met, and it is determined that the failure to meet these schedules is the responsibility of the contractor, liquidated damages in the following amounts will be due from the contractor to the Village who, at its option, may deduct any such monies due or to become due to the contractor, for failure to deliver and/or complete the selected optional work on time as follows:
$50 per calendar day from said completion date, as determined by the Village beginning with the 90th day subsequent to issuance of notice to proceed, through the 210th day subsequent to issuance of notice to proceed; and $100 per calendar day beginning with the 211th day subsequent to notice to proceed. Total damages shall not exceed the contract value, as awarded. This sum is not to be construed in any sense as a penalty.

It should be noted that time for acceptance includes complete delivery, (optional) installation and optimization of the entire system and all corrections of defects uncovered during testing, any additional tests or retests that may be required and delivery of operational and technical documentation.

1.21 Force Majeure

Force Majeure shall be limited to acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and due care such party could not have been avoided.

1.22 Terms of Payment

The work to be constructed may vary in actual units on quantities from those given in the bid or other contract documents, but no additions or deductions in the unit prices bid by the contractor will be made because of this fact. The bid or contract unit price shall include all cost of the work constructed. Ninety percent (90%) of the equipment price upon delivery of all materials and equipment at Villages premises. One hundred percent (100%) of the selected installation cost upon completion of installation and acceptance testing. Ten percent (10%) of the equipment price upon completion of 30 days of successful and continuous operation. Any payments made to the contractor during the progress of the work shall in no way lesson the total and final responsibility of the contractor, nor in any manner whatever waive any of the terms, conditions, covenants or requirements of this contract, nor be considered a ratification of any act on the part of the agents or representatives of the Village which in any manner may contravene any of the requirements or provision of the contract. It is expressly understood that the Village reserves its right to direct that no payment be made to the contractor should it have reason to believe that said contractor has failed for any reason to make just payment to any workman or employee, or for materials used in the work, or in the improvement, until the Village is satisfied that full and proper settlement has been made. The contractor shall secure and file with the Village waivers of lien for all materials used and labor employed on the work before payments are issued.

1.23 Application for Payment

(a) The contractor shall submit to the Village an application (invoice) for each payment.
(b) In applying for the payment, the contractor shall submit his payment estimate based upon the above schedule, itemized in such form and supported by such evidence as will show his right to the payment claimed.
(c) Vouchers for payment of claims by the contractor shall be made out in the form required by the Village and the voucher together with a copy of the contractor's payment estimate shall be presented to the Village for processing, approval and payment. Vouchers shall be accompanied by the required waivers of lien.
(d) No payment can be authorized for equipment or materials not incorporated in the work and not stored on the property of the Village or property leased by the Village.

1.24 Placing Drawings and Specifications

The contractor shall maintain a copy of all drawings and specifications on the work, in good order, available to the Village and/or its agent and to their representatives. These include, but are not limited to, as installed and built: site equipment layouts, detailed cabling diagrams, dedicated electrical and communications outlets, plug and jack configurations.

1.25 Inspection of Work

The Village and/or its agents shall at all times have access to the work whenever it is in preparation or progress. The contractor shall provide proper facilities for such access for inspection. The contractor shall give the Village ample notice of readiness for inspection of any work ordinarily requiring inspection, in no case less than 24 hours prior to the desire for such inspection. Inspections by the Village will be conducted randomly and without notice, to ascertain compliance with this specification.

1.26 Patents

(a) The contractor shall hold and save the Village and its agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Village, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Village for the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, directly by the contractor and not by or through the Village.

(c) If the contractor uses any design, device or materials covered by letters/patent or copyright, he shall provide for such use by suitable agreement with the holder of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The contractor and/or his sureties shall indemnify and save harmless the Village and/or its agents from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Village and/or its agents for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

1.27 Contract Termination

(a) The contract may be terminated in whole or in part in writing by the Village in the event of substantial failure by the contractor to fulfill his obligations through no fault of the Village and may, at the sole discretion of the Village, be terminated for its convenience, provided that no such termination may be effected unless:

(1) not less than thirty (30) days written notice (delivered by registered mail) of intent to terminate, and

(2) an opportunity for consultation with the Village, prior to the last date of termination, has been given to the contractor.

(b) Upon receipt of a termination notice pursuant to above, the contractor shall:

(1) promptly discontinue all services affected (unless the notice directs otherwise); and

(2) deliver or otherwise make available to the Village all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by

the contractor in performing the contract, whether completed or in progress.

(c) If termination for convenience is effected by the Village, an equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

(d) Upon termination pursuant to Paragraph (a) above, the Village may take over the work and prosecute the same to completion by agreement with another party or otherwise. If, after termination for failure of the contractor to fulfill contractual obligation, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Village. In such event, adjustment of the price provided for in the contract shall be made as provided in Paragraph (c) of this clause. The rights and remedies of the Village and the contractor provided in this clause are in addition to any other rights and remedies provided by law or under the contract.

1.28 Project Schedule, Progress Reports

The bidder shall submit with the bid a practical and feasible schedule, showing the order in which the contractor proposes to carry on the work, and the date on which he will start the several salient features (including equipment production, delivery, installation and testing) and the contemplated dates for completing them. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at the end of each week or at such intervals as directed by the Village and shall immediately deliver a copy thereof to be retained by the Village. The contractor shall provide monthly progress reports to the Village indicating the status of work. The Village shall be immediately notified, in writing, of any problems encountered that may cause a delay, accompanied by explanation of the proposed solutions. A copy of this report shall be delivered to the Village no later than the first Monday of each month. Failure to comply with these requirements shall be deemed a serious breach of the contract and may result in withholding of progress payments.

1.29 Program Manager

Bidders shall include in their bids the name and qualifications of the person who will be Program Manager, and any others who will provide technical interface between any parties involved in the project, and who will coordinate order shipments. The Program Manager must have had prior experience with projects of this nature and magnitude. The contractor must certify that the Program Manager has the power to make significant decisions relevant to the project, and that he or she has direct access to the contractor's top management for resolving problems beyond the Program Manager's direct authority. An affirmative statement of the Program Manager's authority must be included in the bid. The Village reserves the right to disapprove with reasonable cause any individual designated as Program Manager before or after he or she is appointed. In the event of disapproval, the contractor has the sole responsibility to provide a Program Manager who is acceptable to the Village. The

Program Manager must be available at the site upon short notice should there be, in the Village's opinion, a requirement for his or her supervision of the installation. The Program Manager must respond to the Village's request within two days. The contractor may not remove the Program Manager unless written consent of the Village is given, except for reasons beyond his control.

1.30 Superintendence

The contractor shall keep on the work, during its progress, a competent superintendent, a representative of top-level management of the contractor, and any necessary assistance, all satisfactory to the Village. The superintendent shall not be changed except with the consent of the Village unless he or she proves to be unsatisfactory to the contractor and ceases to be in his employ. The superintendent may also be the Program Manager provided the person possesses the technical competence to assume both duties.

1.31 Parts and Pricing Lists

The contractor shall also furnish a complete parts list with pricing information relative to all parts required for future repair, replacement and maintenance. The contractor shall guarantee availability of replacement parts for a period of five (5) years from date of installation acceptance. This guarantee is to be included in the bid package. A form is included in **Appendix A**. The contractor shall furnish a copy of his price list stating the discount rate extended or the cost for replacement batteries to the Village with his bid. The discount rate or cost shall remain constant for a period of three years from the warranty expiration date.

1.32 Standard Equipment

All equipment shall be new, regular or newly manufactured equipment of the latest model and of the manufacturer's highest quality in keeping with the intended use of the equipment. Experimental equipment and accessories will not be acceptable unless specifically authorized by the Village. In addition, modified versions of regular catalog items and special equipment or modifications required must be restricted to situations where it is required for the performance of the system. In all instances, all equipment must be fully warranted by the contractor and not prove unreliable during the first year of system operation. "Unreliable", for the purpose of this section, is defined as exhibiting a consistent tendency toward malfunction and/or

(a) System hardware or software related failure in excess of once per month, and/or;

(b) Inadequate warranty service, and/or;

(c) Poor repair history.

For purposes of reliability acceptance, the first year of service shall begin upon system acceptance.

1.33 Power and Space Requirements

The Village will specify the placement of all equipment. The contractor will be responsible for interconnection of all line connections to the provided *Equipment*. It shall be the responsibility of the successful bidder to inform the Village of any power, space or cooling requirements different from those that will be available in the proposed facility.

1.34 Errors or Omissions
(a) If the contractor discovers any error or omission in the contract drawings or specifications or in the work undertaken and performed by him, he shall immediately notify the Village in writing and the contractor shall promptly verify or correct the same.
(b) If, knowing of such error or omission and prior to correction thereof, the contractor proceeds with any work affected thereby, he shall do so at his own risk, and the work so done shall not be considered as work done under the contract and in performance thereof unless and until approved and accepted.

1.35 Testing of Equipment and Construction
(a) The Village reserves the right to inspect and test all materials and equipment used in the execution of the project in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Village. The Village will pay for all laboratory inspection service.
(b) Quality assurance and control shall be maintained in a manner consistent with industry practices and as specified.

1.36 Passage of Title and Risk of Loss
Title to all portions of the system purchased as a direct purchase shall pass to the Village at the time of acceptance by the Village. Risk of loss or of damage to all equipment covered by this contract shall remain with the contractor until delivery and acceptance of the equipment at the Villages premises. However, the risk of loss or damage to equipment which so fails to conform to the contract as to give a right of review shall remain with the contractor until cure or acceptance. The contractor shall be liable for loss or damage to equipment caused by the negligence of its officers, agents, employees or subcontractors. All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained by the contractor unless such damage or delay is caused by actions of persons or forces not under the control of the contractor. The contractor agrees to hold the Village harmless from any such claims or demands of any kind, arising from his negligence in performing this contract.

1.37 Salvaged Material
Should the contractor provide the optional *Installation* services, all material of whatever kind encountered in as parts of replacement shall become property of the contractor when removed from their installed position. The contractor shall bear sole responsibility for loss and/or damage subsequent to removal. Such material shall be immediately taken from the site of the installation work and shall be immediately removed from Village's premises.
Should the contractor fail to timely remove such materials, Village may, at its option, cause such property to be removed, at the expense of the contractor, and subtract any such removal costs from sums otherwise due to the contractor in conjunction with its installation payment.

1.38 Documentation/Maintenance Technical Information
For each type of equipment supplied, the successful bidder shall provide one (1) set of maintenance manuals. These manuals shall include all circuits, connections and modifications, including wiring pertaining to all equipment and interface supplied. The

manuals, support drawings, wiring diagrams, point-to-point wiring diagrams with color coding, and applicable circuit schematics, shall be precisely and finely detailed and shall contain a complete and accurate replacement parts list. Each manual shall also contain a complete logic block plan chart and a logic print of all interconnected states, special panels with associated wiring and all applicable test points. The logic prints and charts shall accurately portray directional continuity of electrical paths, and interconnection of individual devices, modules and adapters, including pertinent variations from the manufacturer's "standard" product. The logic prints and charts must be organized and drawn with swift, efficient troubleshooting foremost in mind. All superfluous sections, not pertaining to maintenance or operation of this equipment, must be deleted from the maintenance manual. Loose wire ends, unused terminals or "tied back" wire ends shall be designated.
These requirements apply to all equipment supplied and to all modifications to existing equipment performed under the contract.

1.39 Permits and Regulations
(a) Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured by the contractor. Fees and costs for such permits and licenses normally paid to the Village shall be waived by the Village. Special research and other fees shall be paid for by the contractor.
(b) The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

1.40 Protection of Work and Property
(a) The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the property of the Village and the Village of Oak Park and/or any other property from injury or loss arising in connection with the contract. It shall adequately protect adjacent property as provided by law and the Contract Documents.
(b) The contractor shall provide and maintain all passageways, public areas, guard fences, lights and other facilities for protection required by public authority and local conditions.
(c) The contractor shall use existing bypass switching to allow continuous operation of telephone systems and emergency communications equipment prior to removal of existing equipment and then subsequently to cutover to the newly installed equipment.
(d) The contractor shall, at his own expense, protect, restore, and make good, as may be necessary, all buildings, foundations and fences injured in the progress of the work. The contractor shall protect all private, corporate and government property, such as gas mains, telephone lines, telephone or telegraph poles or conduits, etc., interfering with the work, notifying the several Villages of the work to be done, and arranging for the future disposition of their property.

1.41 Change Orders to the Contract
(a) The Village, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. No changes in the work covered in the approved contract documents shall be made

without having prior written consent of the Village and written acceptance of the terms and conditions of the change by the contractor.
(b) Change orders shall be executed in accordance with procedure required by the Village, and no work involving the change shall be done by the contractor until a copy of the approved change order has been received by him. Verbal change orders may be authorized by the Village only where loss of life or property seems imminent. Such changes shall further be reduced to writing within a reasonable length of time in accordance with the procedure herein stated.

1.42 Non-Compliance
Acceptance of the work of the contractor upon completion of the project shall not preclude the Village from requiring strict compliance with the Contract Documents – that the contractor shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The one-year limit specified in Section 1.5 - Warranty - shall not void or limit this requirement.

1.43 Insurance and Indemnification
The contractor agreed to obtain and to keep in force during the term of the contract the below described insurance coverage relating to the work. Such insurance shall be carried with insurance companies satisfactory to the Village, and the contractor will provide to the Village certificates evidencing such insurance prior to commencing any work under the contract. The certificates must show the Village of Oak Park as additional insured. The contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the Village, nor shall the contractor allow any sub-contractor to commence work on his contractor until all similar insurance of the sub-contractor has been so obtained and approved. The insurance coverage which the contractor shall obtain and keep in force is as follows:
(a) *Compensation Insurance*
The contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all his employees employed at the site of the project, and, in case any work is sublet, the contractor shall require all sub-contractors similarly to prove Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under the Workmen's Compensation Statute, the contractor shall provide and cause each sub-contractor to provide Workmen's Compensation Insurance for the protection of his employees not otherwise protected.
(b) *Public Liability & Property Damage Insurance*
The contractor shall take out and maintain and cause to be taken out and maintained by all sub-contractors during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and all sub-contractors performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by a Sub-contractor or by anyone directly or indirectly employed by either of them.

1.43.1 Limits of Coverage
See attached form Agreement.

1.43.2 Proof of Insurance
See attached form Agreement.

1.44 Claims
The contractor agrees to indemnify the Village of Oak Park, its agents, representatives and employees from all charges, claims and causes of action by third persons, including, but not limited to agents, representatives and employees of the contractor and of the Village, based on or arising out of any damages, losses, expenses charges, costs, injuries and illnesses sustained or incurred by such person or persons resulting from, or in any way, directly or indirectly, connected with the performance or non-performance of this agreement, of the vending services provided for hereunder, or the performance or failure to perform any work or other activity related to such vending services; provided, however, that notwithstanding the foregoing, the contractor does not agree to indemnify and save harmless the Village, its agents, representatives and employees from any charges, claims or actions based upon or arising out of any damages, losses, claims, expenses charges, costs, injuries and illnesses sustained or incurred as the sole result of the negligence of the Village, its agents, representatives or employees. In the event a claim is filed against the Village for which the contractor is to be held liable under the terms of this agreement, the Village will promptly notify the contractor of such claim and will not settle such claim without prior written consent of the contractor.

1.45 Disputes
Except as otherwise provided by contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Village or by its designated representatives; which shall reduce its decision to writing and mail, or otherwise furnish, a copy thereof to the contractor. Such decision shall be final and conclusive unless, within thirty days of the receipt thereof, the contractor appeals to a court of competent jurisdiction, which appeal shall operate to vacate the decision by the Village. If the dispute is determined by the Village, its written decision or that of its representatives shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive upon the parties to the contract. The Village may designate an individual or individuals, or a board as its authorized representative to decide disputes under this article.

PART II - TECHNICAL SPECIFICATION
2.1 Equipment
This Bid Specification (*specification*) is for the purchase of a replacement Uninterruptible Power Supply for the Village of Oak Park Village Hall. The UPS is located in a dedicated room at basement level in Village Hall. See attached photo of existing UPS spec plate. The existing UPS is an APC Silcon DP300 Series 208V/480V 30KW, Serial# EE0030001856 installed on 12/18/2001. The UPS is equipped with two (2) battery strings consisting of 32

TC-12120S batteries. The system is in fair condition, operating continuously (except for maintenance) since installation. The system connects to utility power using a stand-alone maintenance bypass switch located within the room.

2.1.1 UPS

The Village is soliciting bids for an APC Smart-UPS VT Model SUVTP30KF4B4S 30 kVA, or equivalent. Power configuration shall be 5 wire 208V 3 phases plus neutral, plus ground at 60 Hz. The UPS unit shall be capable of maintaining input power factors of less than .98% with harmonic distortion of less than 5% at full load. Output power shall be 120V phase to neutral, 208V phase to phase, 60 Hz within plus or minus 5% at .8 power factor. The UPS unit shall be capable of operating at 150% power output for 1 minute and 125% power output for 10 minutes. The UPS unit shall maintain less than 5% total harmonic distortion at full load. The UPS shall be high-availability with dual-main inputs. The UPS unit shall have both automatic and maintenance bypass, scalable for future expansion and allow hot-swapping of batteries. The UPS unit shall be a minimum of 91% efficient at 1/3 load capability and greater than 93% efficient at full load. The unit shall be rack mounted in a 65" high cabinet enclosure, no greater than 26" wide and 42" deep. The UPS unit shall include the capability for remote monitoring over internet connected networks using an RJ45 ethernet protocol connector 10/100 base-T communications using APC option card AP9631 or equivalent with environmental monitoring capabilities. The UPS unit shall include compatible firmware and/or software for Remote network monitoring.

Any UPS "bypass" preferably will be uninterrupted service when switching on and off. Vendor is to provide portable UPS/s during that timeframe. If this cannot be done, describe the maximum outage in minutes/seconds.

2.1.2 Batteries

The UPS shall include a minimum of 4 battery storage modules APC option SYBT4 or equivalent, to provide continuous stand-alone power meeting minimum voltage and frequency standards for a minimum of one (1) hour at full power. Connecting cables shall be a minimum of 1 AWG. UPS should also have network card for interfacing with monitoring system and sending out alerts.

2.1.3 Battery Cabinets

Battery cabinets shall be APC option SUVTBXR2B6S or equivalent, configured for 4 battery storage modules.

2.2 Delivery

Bidder shall include shipment costs to deliver all *equipment* to the premises of the Village at 123 Madison St. Oak Park, Illinois 60302. Delivery shall include no-dock service, using a lift-gate and/or shipper supplied pallet jack to place equipment on ground floor inside the premises at the direction of Village. Delivery shall include movement of equipment into ground floor elevator (max. capacity 2500#) then into basement level electrical equipment room for temporary storage pending installation. Village shall have the right of inspection of the delivered *equipment* and refuse such delivery if significant damage is visible to equipment or there is evidence of internal damage. Damage may include visible evidence of crushing, striking, dropping, missing parts or panels, corrosion, leakage of fluid or gels, or

any other indication that the *equipment* is in an altered condition. Minor damage of a cosmetic nature shall be noted on acceptance of delivery. The contractor is responsible for delivery in new condition and shall cause any and all damage to be repaired prior to installation.

2.3 Installation

2.3.1 Installation Services

Bidder may include optional installation services including, but not limited to:

- Unpacking/uncrating of new equipment
- Disassembly where necessary for access or movement
- Activating and verifying bypass or existing UPS
- Shutdown of existing UPS and disconnection from LAN
- Disconnection of battery power cabling from existing UPS
- Removal of utility and conditioned power and ground cabling from existing UPS
- Removal of existing UPS, batteries and battery cabinets
- Placement and fixation of new UPS, batteries and battery cabinets
- Connection of new UPS to LAN, ground, line and battery power cabling
- Start-up activation of new UPS
- Disposal of removed equipment and batteries

The existing equipment is contained in a dedicated room at the basement level of Village Hall. Photos of the room are attached in ***Appendix B***. New equipment, prior to installation, is to be stored in basement level electrical room. The provided services and tradecraft shall conform to applicable Village of Oak Park commercial building codes including the NFPA National Electrical Code (NEC). All work shall be performed in a manner conforming to Federal Occupational Safety and Health Act regulations regarding the rigging movement and placement of heavy equipment. All cabinetry shall be fixed to the floor with suitable fasteners and bonded to ground per NEC requirements. Handling and/or placement damage to the *equipment* during the installation of the *equipment* is solely the responsibility of the contractor. The new *equipment* shall be installed in the placement footprint of the existing equipment. The sequence of installation shall be at the direction of the Village to preserve operation of Village Hall services with minimum disruption. The contractor shall meet with the Village prior to installation to discuss, confirm and agree upon installation tasks, timing and order of completion. The contractor may be required to provide a temporary battery UPS of no greater than 5 KVA at 110 VAC for use of Village Hall during the installation process.

2.3.2 Installation Tools, Equipment and Materials

Installation costs shall include the use or rental of all necessary tools, equipment and materials to properly remove the existing equipment and install the new *equipment* . Tools shall include any required hand tools to insure proper tightening or crimping of fasteners to manufacturer's or trade specifications. Equipment shall include suitable carts, dollies, jacks, lifting or fixing slings necessary to properly move the *equipment* and batteries. Materials shall include any trade items or fasteners not otherwise included by the manufacturer necessary for proper installation, fixing and connecting the *equipment*.

2.4 Post Warranty Service
The Bidder may include pricing for extended warranty service for two (2) years after the expiration of the first year warranty. Such extended warranty shall cover complete parts and labor for repairs otherwise covered under the period of manufacturer's warranty. Such service shall be provided on a 24-7 basis otherwise required in §1.15 *Warranty* (infra.)

Part III - ADDITIONAL GENERAL CONDITIONS

Contractor shall inspect the premises and all existing conditions and shall be responsible for determining the best location from where to obtain power based on available panel capacity and panel location. Coring through concrete floor may be necessary and is acceptable. Any coring done by the contractor shall be properly sealed with code-required/specified fire caulking.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work. The selected contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the Village of Oak Park.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

Licenses and Permits
The contractor shall be responsible for becoming a licensed contractor with the Village and shall follow all appropriate and required electrical codes. All work must be done by a licensed electrician following the appropriate State requirements.

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.

Job Site Conditions
To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facility. Contractor will take all necessary actions as directed by the Village in that regard.
Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor 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. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor 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.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's bid within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

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 contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Contractor 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 contractor 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 contractor shall notify the Village and a change order will be negotiated.

Any change which results in a total agreement price in excess of $10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor 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 contractor 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 contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Contractor's Representative

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

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. 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 contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Contractor shall only work on weekdays, (Monday through Friday), from 6:30 a.m. to 4:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Superintendent.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

1. No more than 50% of the crew may be trainees at any one time.

2. Supervisors must be fluent in the English language and capable of reading and writing English.

3. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor 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.

OSHA Requirements

1. Material Safety Data Sheets - Contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used that require identification, prior to beginning service at Village facilities. In addition, each time a new chemical is introduced, a copy of that product's MSDS must be provided to the Building Maintenance Superintendent prior to the product being used. The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

2. Labeling of Hazardous Materials - Contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.

3. Caution Signs - Contractor selected shall use "caution signs" as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of agreement.

Proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Building Maintenance Superintendent upon commencement of this agreement, if requested.

Failure of the contractor 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.

Prevailing Wage

This work will require conformance with prevailing wage laws. See paragraph 18. in the Independent Contractor Agreement at the end of this RFP.

APPENDIX A
BID SUBMISSION FORMS (Pricing)

The undersigned proposes to furnish all labor and materials required to complete the Work in accordance with the attached specifications and at the prices indicated below.

REPLACEMENT UPS
(UNINTERRUPTIBLE POWER SYSTEM)

Quantity	Item Description Each	Total
1	Uninterruptible Power System, 30 KVA per specification, including Delivery and 1-year Warranty Service:	$ 22,481.55*
1	Installation per specification:	$ 8,864.50
1	2nd Year Extended Warranty Cost:	$ 2,738.64**
1	3rd Year Extended Warranty Cost:	$ 2,944.89**

BIDDER: SEPS, Inc., 7531 Brush Hill Road, Burr Ridge, IL 60527
BY: _____ DATE: May 31, 2017

* Please add $973.34 if you prefer the APC Smart-UPS VT.
** Must be purchased at the same time as the UPS system.

BID FORM (Pricing) continued

24-Hour Emergency Call-back Number:

(630) 986-8899

Bid Signature: _____

State of Illinois) County of DuPage)

Gail L. Battista ,
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above bid is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their bid from the agreement specifications and has checked the same in detail before submitting this bid; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: May / 30 /2017

Organization Name
(Seal - If Corporation)
SEPS, Inc.

By: _____
Authorized Signature

7531 Brush Hill Road
Burr Ridge, IL 60527
Address

630-986-8899
Telephone

BID FORM continued

Subscribed and sworn to before me this 30th day of May, 2017.

Dawn M Kl in the State of Illinois. My Commission
Notary Public

Expires on 4 / 18 / 2020

OFFICIAL SEAL
DAWN M KLUCHENEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/18/20

In compliance with the above, the undersigned offers and agrees, if his/her bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY	Naperville Public Library
ADDRESS	2035 South Naper Boulevard
	Naperville, IL 60565
CONTACT	Scott Speidel
PHONE	630-637-4976
WORK PERFORMED	APC Smart-UPS VT 20kVA

MUNICIPALITY	City of Berwyn Police Department
ADDRESS	6401 West 31st Street
	Berwyn, IL 60402
CONTACT	Commander Tom O'Halloran
PHONE	708-795-2103
WORK PERFORMED	APC Symmetra PX 30KW

MUNICIPALITY	State of Illinois, Department of Central Management Services
ADDRESS	120 West Jefferson
	Springfield, IL 62702
CONTACT	Rick Nuss
PHONE	217-524-4794
WORK PERFORMED	APC UPS Systems - single phase and three phase installations

SECTION III
CONTRACTOR CERTIFICATION

SEPS, Inc., as part of its bid on an agreement for construction Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Gail L. Battista
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 30th day of May, 2017.

Notary Public's Signature

- Notary Public Seal -

OFFICIAL SEAL
DAWN M KLUCHENEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/18/20

SECTION IV
TAX COMPLIANCE AFFIDAVIT

Gail L. Battista, being first duly sworn, deposes and says:

that he/she is Secretary of
(partner, officer, Village, etc.)

SEPS, Inc.
(Contractor selected)

The individual or entity making the foregoing bid or bid certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

SEPS, Inc.

G L Battista

By: Gail L. Battista
Its: Secretary

(name of contractor if the contractor is an individual)
(name of partner if the contractor is a partnership)
(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 30th day of May, 2017.

Dawn M Kluchenek

OFFICIAL SEAL
DAWN M KLUCHENEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/18/20

Notary Public's Signature — Notary Public Seal

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

SECTION V
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:
The contractor is a corporation, legally named SEPS, Inc. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its officers are:

President Richard S. Kluchenek

Secretary Gail L. Battista

Treasurer Ruth A. Kluchenek

Registered Agent Name and Address: 7531 Brush Hill Road, Burr Ridge, IL 60527

The corporation has a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:
The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:
The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

_____ _____

_____ _____
Signature Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description

of the affiliation: _____

_____
Signature of Village

Certified Check Provided

SECTION VI
BID BOND

WE _____
as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total Bid price, as specified in the invitation for Bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written Bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THERFORE if the Bid is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____A.D. 2017.

PRINCIPAL

_____	_____
(Company Name)	(Company Name)
By: _____	By: _____
(Signature & Title)	(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed)

Subscribed to and sworn before me on the

_____ day of _____, 2017.

_____
Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

subscribed to and sworn before me on the

_____ day of _____, 2017.

_____
Notary Public

SECTION VII
CONTRACT BOND

Oak Park

Contract Bond

_____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of _____, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2017.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

_____
Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2017.

_____
Notary Public

SECTION VIII
COMPLIANCE AFFIDAVIT

I, Gail L. Battista, (print name) being first duly sworn on oath depose and state:

1. I am the (title) Secretary of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates[1] are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: G L Battista

Name and address of Business: SEPS, Inc., 7531 Brush Hill Road, Burr Ridge, IL 60527

Telephone 630-986-8899 E-Mail gbattista@seps-inc.com

Subscribed to and sworn before me this 30th day of May, 2017.

Dawn Kluchenek

Notary Public

Notary Public Seal

OFFICIAL SEAL
DAWN M KLUCHENEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/18/20

[1] Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: SEPS, Inc.

2. Check here if your firm is:

   ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
   ☒ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
   ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
   ☐ None of the above

   [Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

   18 Number of full-time employees

   _____ Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: G L Battista

Date: May 30, 2017

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report ____

Contractor Name SEPS, Inc.
Total Employees 18

					Males				Females				
Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Total Minorities
Officials & Managers	3	1	2	0	0	0	0	0	0	0	0	0	0
Professionals													
Technicians	4	4	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	5	3	2	0	0	0	0	0	0	0	0	0	0
Office & Clerical	5	0	5	0	0	0	0	0	0	0	0	0	0
Semi-Skilled													
Laborers	1	1	0	1	0	0	0	0	0	0	0	0	0
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

Gail L. Battista, being first duly sworn, deposes and says that he/she is
(Name of Person Making Affidavit)
the Secretary
(Title or Officer)
of SEPS, Inc. and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 30th day of May, 2017.

(Signature) (Date

OFFICIAL SEAL
DAWN M KLUCHENEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/18/20

SECTION X
NO BID EXPLANATION

If your company does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Thank you.

Bid Name: Project No. 17-118

Village of Oak Park Village Hall UPS Replacement Project

Comments:

Signed: _____

Phone: _____

Oak Park

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this _____ day of _____, 2017, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and SEPS, Inc., a Illinois corporation (hereafter the "Contractor").

WHEREAS, Contractor submitted a Bid dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the "Work") for the _____(hereinafter referred to as the "Project") pursuant to the Village's Request for Bids dated _____, _____, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Bid for a price not to exceed $_____ plus $_____ contingency for unforeseen conditions for a total cost of $_____ ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Bid, the Village's Request for Bids, and this Contract, all of which, together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Bid has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and

warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by _____, _____ ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of $500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's _____ shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work

provided pursuant to this Contract at the rates set forth in its Bid. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

(i) Contractor's sworn statement;
(ii) Contractor's partial or final waiver of lien;
(iii) Subcontractor's sworn statement(s); and
(iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for

cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	$ 2,000,000.00
Each Occurrence	$ 1,000,000.00
Personal Injury	$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	$1,000,000.00

(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302-4272
708-358-5770
Email: cpavlicek@oak-park.us
Fax: 708-358-5101

To Contractor:

Dawn M. Kluchenek
SEPS, Inc.
7531 Brush Hill Road
Burr Ridge, IL 60527
630-986-8899
Email: dkluchenek@seps-inc.com
Fax: 630-986-8906

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPDENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to 100% of the full amount of the Contract Price as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for Bids. A charge against Contractor may be made for the difference between the amount of Contractor's Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage

Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

_____

By: Cara Pavlicek
Its: Village Manager

Date: _____, ____

ATTEST

_____

By: Vicky Scaman
Its: Village Clerk

Date: _____, ____

_____

_____

By:
Its:

Date: _____, ____

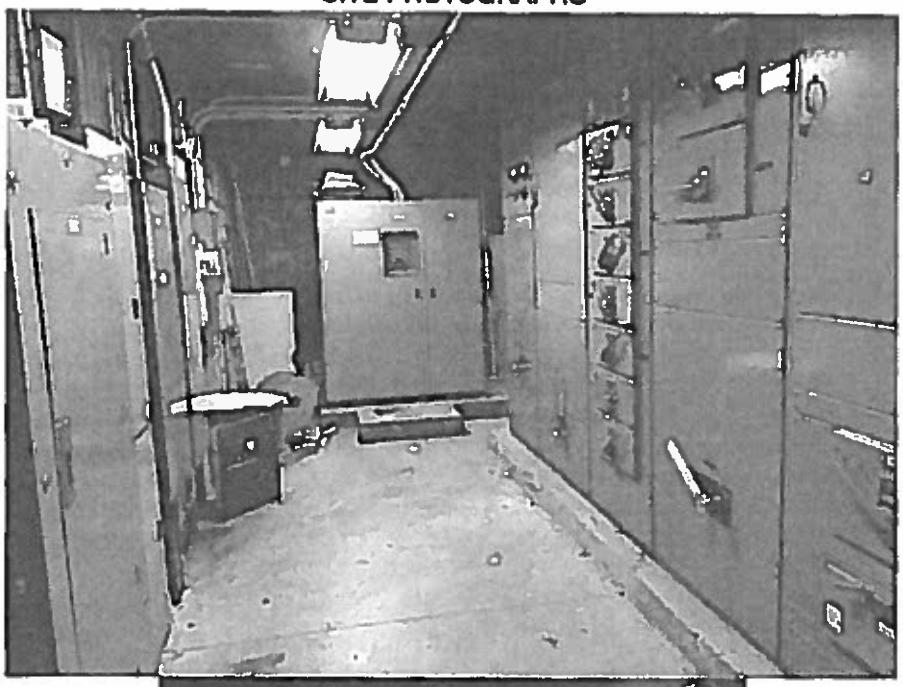
ATTEST

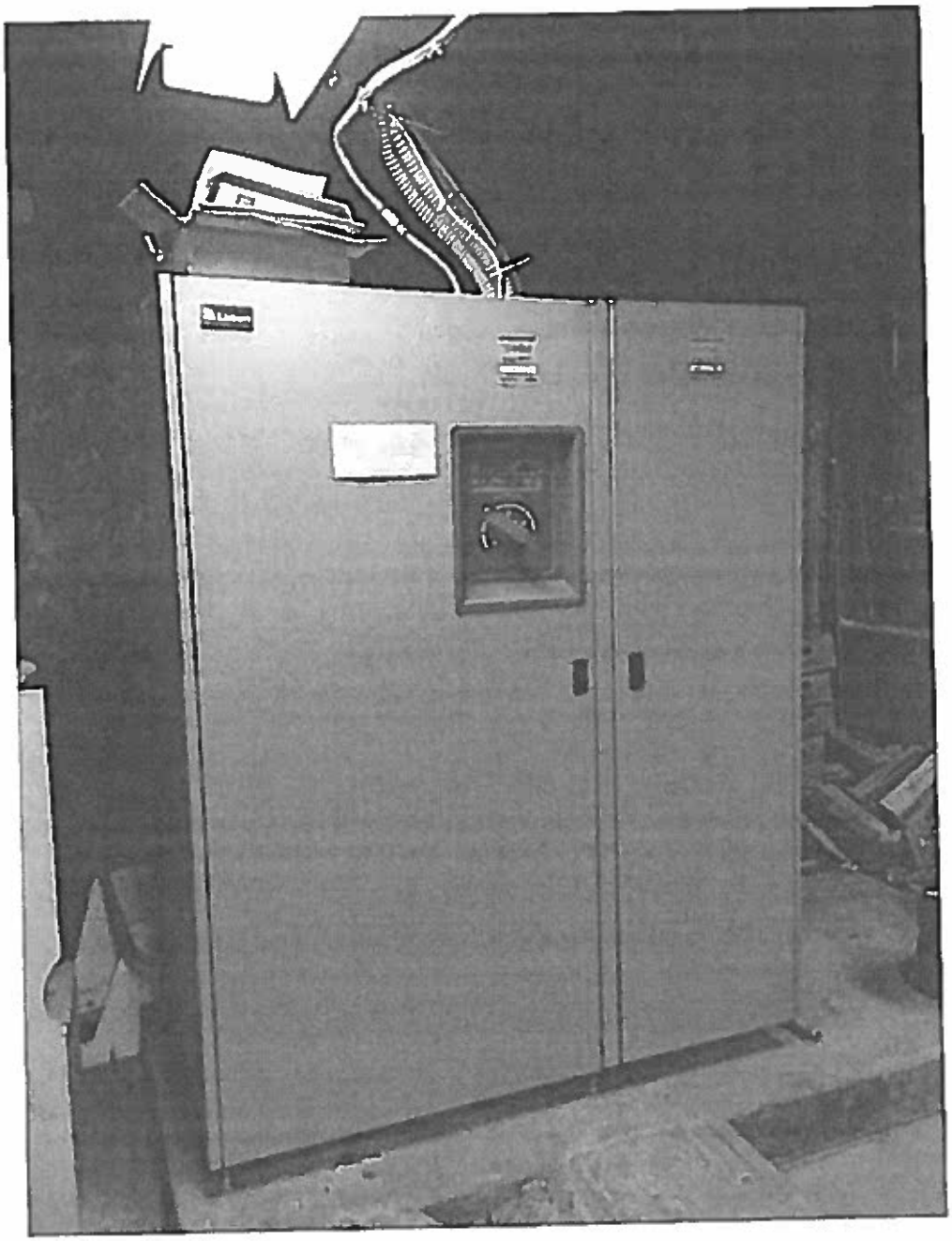
_____

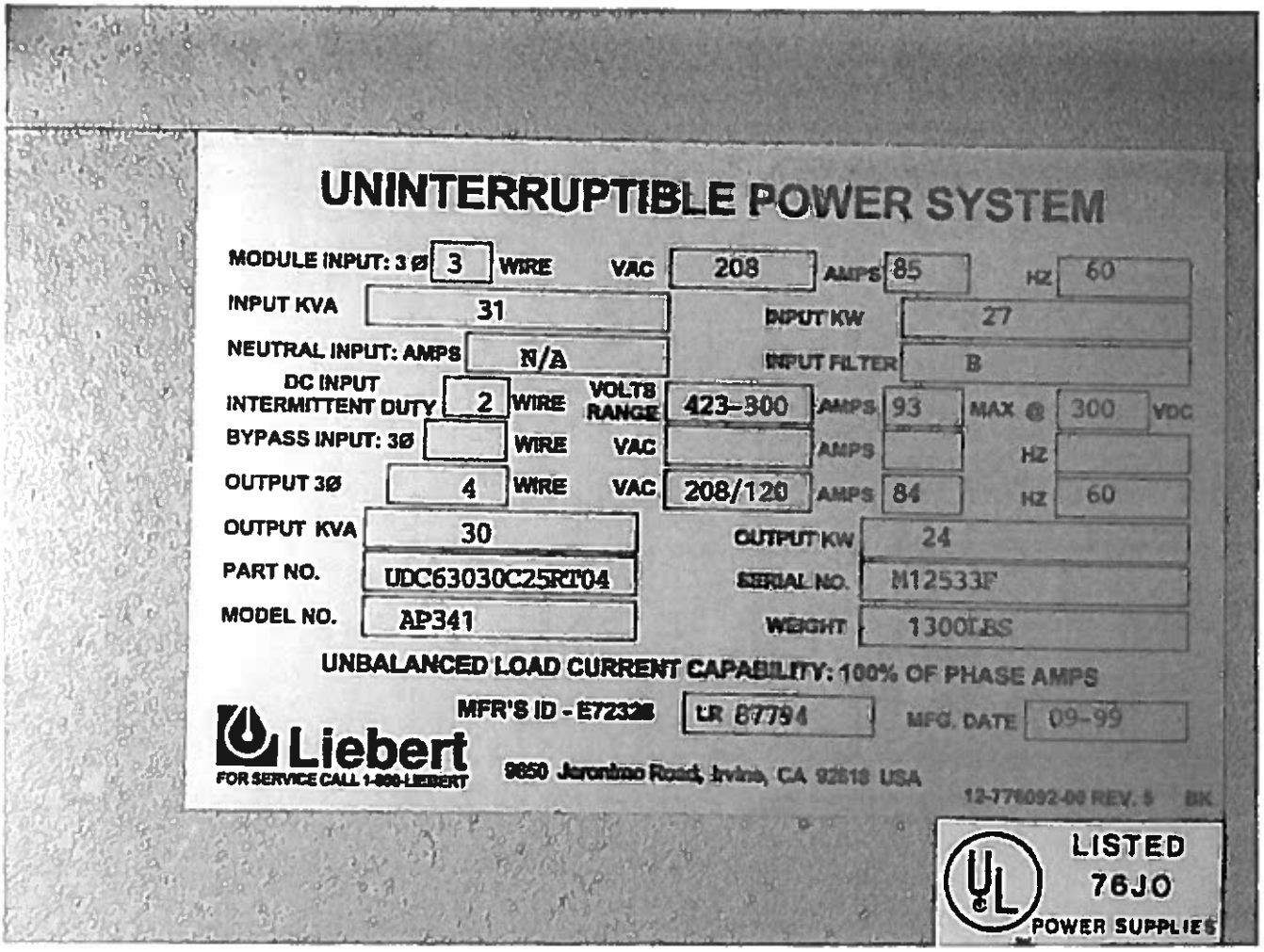
By:
Its:

Date: _____, ____

APPENDIX B
SITE PHOTOGRAPHS






UNINTERRUPTIBLE POWER SYSTEM
MODULE INPUT: 3 Ø 3 WIRE VAC 208 AMPS 85 HZ 60
INPUT KVA 31
INPUT KW 27
NEUTRAL INPUT: AMPS N/A
INPUT FILTER B
DC INPUT INTERMITTENT DUTY 2 WIRE VOLTS RANGE 423-300 AMPS 93 MAX @ 300 VDC
BYPASS INPUT: 3Ø WIRE VAC AMPS HZ
OUTPUT 3Ø 4 WIRE VAC 208/120 AMPS 84 HZ 60
OUTPUT KVA 30
OUTPUT KW 24
PART NO. UDC63030C25RT04
SERIAL NO. M12533F
MODEL NO. AP341
WEIGHT 1300LBS
UNBALANCED LOAD CURRENT CAPABILITY: 100% OF PHASE AMPS
MFR'S ID - E72328
LR 87794
MFG. DATE 09-99
Liebert
FOR SERVICE CALL 1-800-LIEBERT
9650 Jeronimo Road, Irvine, CA 92618 USA
12-776092-00 REV. 5 BK
LISTED
76JO
POWER SUPPLIES

Attachment 1 Village of Oak Park - Galaxy 3500 / Smart-UPS VT Comparison		
UPS Type	***Galaxy 3500***	***Smart-UPS VT***
Manufacturer	APC / Schneider Electric	APC / Schneider Electric
Topology	Online, double conversion	Online, double conversion
Size	30kVA/24KW	30kVA/24KW
Install Type	Hardwired, 208V, 3 Phase	Hardwired, 208V, 3 Phase
Footprint	59.0"H x 41.2"W x 36.4"D	59.0"H x 41.2"W x 36.4"D
Weight	2,637 lbs.	2.660 lbs.
Efficiency	93.10%	93.30%
THDI	<5% at full load	<5% at full load
Overload Capacity	150% for 1 minute (normal operation) 125% for 10 minutes (normal operation) 150% for 1 minute (battery operation) 125% for 10 minutes (battery operation) 110% continuous (bypass operation) 800% for 500 ms (bypass operation)	150% for 1 minute (normal operation) 125% for 10 minutes (normal operation) 150% for 1 minute (battery operation) 125% for 10 minutes (battery operation) 110% continuous (bypass operation) 800% for 500 ms (bypass operation)
Included Warranty	I year on-site repair Best endeavor response	I year on-site repair Best endeavor response
Heat generation (BTU/hr)	5896.0 BTU/hr	6305.0 BTU/hr
Audible Noise	55.0dBA	64.0dBA
Runtime at 30kVA	20 minutes	20 minutes
Internal static switch	Yes	Yes
Replacement battery	SYBT4	SYBT4
External Maintenance Bypass Switch	Optional	Optional
Parallel Capable	Yes	Yes
Network Managability	Yes / AP9631	Yes / AP9631
Enclosure - Protection Class	IP51/NEMA 12 for industrial environments	NEMA 1

Attachment 2

Village of Oak Park
Bid Specification Response – Notes / Work Schedule

Notes

SEPS is a leading provider of power protection solutions with highest standards of quality, commitment and excellence. Behind state-of-the-art products and an outstanding service philosophy, SEPS has over 30 years of expertise in the power industry. SEPS is an APC / Schneider Electric Certified Service and Sales Partner and Elite Data Center Partner. Our technicians are trained by and work for APC / Schneider Electric.

SEPS, Inc. will comply with the terms and conditions required in Section I and Section II.

We are quoting an APC Galaxy 3500 30kVA/24KW, with 4 internal battery modules and a network management card, with an external battery cabinet including 4 battery modules and 2 open slots per the specification in Section II. It is operationally the same system as the APC Smart-UPS VT, housed in a cabinet that is suitable for industrial environments.

There are no exceptions to the specification stated in Section II. See Attachment 1, Galaxy 3500 / Smart-UPS VT comparison sheet.

The standard catalog sheets are included as part of this bid package.

The itemized equipment list:
(1) G35T30KF4B4S
(1) G35TBXR2B6
(2) SYBT4
(1) G35TOPT005
(1) AP9631

There are no special components. We are quoting a maintenance bypass switch as a recommended option

Rick Kluchenek will be the Program Manager/Superintendent. He is a licensed electrician and is the President of SEPS, Inc.

Parts and Pricing Lists

APC does not publish a parts list for the Galaxy 3500 30kVA or for the Smart-UPS VT 30kVA UPS.

The parts supply certification is included as part of this bid package.

SEPS, Inc. will extend a discount rate of 20% off current list price for the APC SYBT4 replacement battery for a period of 3 years from the warranty expiration date.

Work Schedule

We estimate that the removal of the old UPS system and battery cabinets and installation of the new UPS system will take 2 or 3 days. This work can be done during normal business hours. We plan on temping power during the project to insure uninterrupted power to the loads. There will be a brief power outage (5 to 10 minutes) to establish the temp power connection. Details and timelines will be discussed at the Project Planning Meeting.

the difference in power protection

May 29, 2017

ATTACHMENT 3

PowerLink Proposal

For

Village of Oak Park
Oak Park, IL

SEPS, Inc. is pleased to provide this proposal to perform the following electrical services for Village of Oak Park at their Village Hall location.

I. Provide materials, labor and tools to install temporary wiring/power to the Villages critical load panelboard. The outage to the critical load for this connection will be 5-10 minutes.

II. Provide labor and tools to disconnect the existing Liebert 30kVA UPS and battery cabinet, remove it from site and properly dispose of removed equipment.

III. Provide labor and tools to receive new APC G3500 or SUVT 30kVA UPS and XR battery cabinet. New equipment shall reside in the area of the removed equipment.

IV. Provide labor, tools and materials to extend the existing UPS input feed to connect with the new UPS.

V. Provide labor, tools and materials to extend the existing UPS output feed to connect with the new UPS.

VI. Provide labor and tools to transparently remove the temporary wiring/power to the Villages critical load panelboard and restore UPS power to it. There will be no outage to the critical load during this transition.

Electrical Investment: $8,864.50

Terms and Conditions:

1. The above scope is to be performed during the normal business hours of M-F, 8:00 AM to 5:00 PM. The temp wiring install/outage will be performed off normal business hours.

2. Any changes to the above scope of work will result in additional charges.

Richard S. Kluchenek

Attachment 4

Galaxy 3500

10/15/20/30 kVA

Performance power protection for critical applications

Compact, three-phase UPS power protection with excellent efficiency and optimized footprint adapted for facilities and industrial applications.

schneider-electric.com/us

Galaxy 3500

Features that make the difference

Reduced total cost of ownership

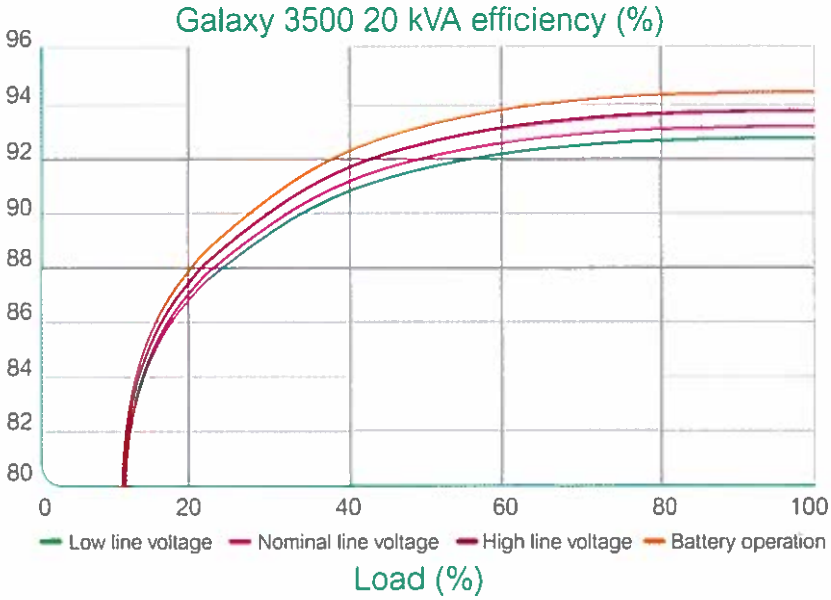
- **Up to 94 percent efficiency**
  Minimizes energy loss and operating costs over time
- **Optimized footprint**
  Allows for a wide range of uses in electrical rooms and up to 60 percent space saving
- **Reduced electrical infrastructure rating**
  Reduces cost for wiring, transformers, and generators
- **Input power factor correction**
  Reduces installation costs

Rugged industrial environments

- **Sturdy enclosure**
  2 mm heavy-gauge-steel front cover and frame design
- **Easily replaceable air filters**
  Prevent dust and debris from affecting UPS performance (arrestance value of 80 percent as per ASHRAE 52.1)
- **IP51**
  Ruggedized enclosure with drip shield and dust protection that prevents liquids and dirt particles from entering the UPS
- **Floor anchoring**
  Prevents the UPS from tilting
- **Wheels**
  Allows the UPS to be easily rolled into place
- **Flame-retardant batteries**
  Come standard

Optional auxiliaries

- **External runtime frame with batteries**
  Adds additional runtime configuration with or without breaker
- **Single- or parallel-unit bypass panel, wall mounted and floor mounted**
  Provides space savings and turnkey solution for parallel configurations
- **Communication cards**
  Network management card supplied with the product; optional cards available for additional features
- **Cabinets**
  480 V, 600 V transformer cabinets and bypass cabinets available



Galaxy 3500

StruxureWare for Data Centers software suite

In the data center environment, our Galaxy 3500 UPS is fully managed through StruxureWare™ for Data Centers software, an integrated suite of data center infrastructure management applications. It enables businesses to prosper by managing their data centers across multiple domains, providing actionable intelligence for an ideal balance of high availability and peak efficiency throughout the entire data center life cycle. StruxureWare software applications and suites are a key element of Schneider Electric EcoStruxure™ integrated hardware and software system architecture — a system designed for intelligent energy management.

A comprehensive portfolio of services

Schneider Electric Critical Power & Cooling Services provides the expertise, services, and support you need for your building, industry, power, or data center infrastructure. Our world-class life cycle services offer a smart way to install and maintain your critical applications, ensuring your systems are always running at peak performance.

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MGE Galaxy 3500 30kVA 208V with 4 Battery Modules, Start-up 5X8

G35T30KF4B4S

Be the first to write a review

Share this Product:

Description: 10-40kVA compact 3 phase UPS power protection with excellent efficiency and optimized footprint particularly adapted for demanding industrial environments.

Includes : Battery modules ship installed , Bolt down brackets , CD with software , Installation guide , Network Management Card , Power modules ship installed , Smart UPS signalling RS-232 cable , Start-Up Service , User Manual

Product Overview | Technical Specifications | Documentation | Software & Firmware | Options | Ratings & Reviews

Included components

Output

Print Technical Specification

Output power capacity	24.0 KWatts / 30.0 kVA
Max Configurable Power (Watts)	24.0 KWatts / 30.0 kVA
Nominal Output Voltage	208V 3PH
Output Voltage Note	Configurable for 200 - 208 or 220V 3 Phase nominal output voltage
Efficiency at Full Load	93.1 %
Output Voltage Distortion	Less than 3%
Output Frequency (sync to mains)	57 - 63 Hz for 60 Hz nominal
Output Frequency (not synced)	60Hz +/- 0.1% for 60Hz nominal
Load Crest Factor	Unlimited
Topology	Double Conversion Online
Waveform type	Sine wave
Output Connections	(1) Hard Wire 5-wire (3PH + N + G) (Battery Backup) (1) Hard Wire 4-wire (3PH + G) (Battery Backup) (1) Screw Terminals (Battery Backup)
Output Voltage THD	< 2% linear load and <4% non-linear load
Output Voltage Tolerance	+/- 5% static and 100% load step
Bypass	Built-in Maintenance Bypass, Built-in Static Bypass

Input

Nominal Input Voltage	208V 3PH
Input frequency	40 - 70 Hz (auto sensing)
Input Connections	Hard Wire 5-wire (3PH + N + G)
Input voltage range for main operations	160 - 240V
Efficiency at Full Load	93.1 %
Input Power Factor at Full Load	0.98

Batteries & Runtime

Battery type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof

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Typical recharge time	5hour(s)
Nominal Battery Voltage	+/-192 V (split battery referenced to neutral)
Expected Battery Life (years)	3 - 5
RBC Quantity	4
Battery Volt-Amp-Hour Capacity	+/-154 V
End of Discharge Battery Voltage	
Runtime	View Runtime Graph View Runtime Chart

Communications & Management

Interface Port(s)	DB-9 RS-232 , G35T
Pre-installed SmartSlot™ Cards	AP9631

Physical

Maximum Height	58.7inches (1491mm , 149.1cm)
Maximum Width	20.6inches (523mm , 52.3cm)
Maximum Depth	33.0inches (838mm , 83.8cm)
Net Weight	1384.0lbs. (629.1kg)
Shipping weight	1452.0lbs. (660.0kg)
Shipping Height	64.7inches (1643mm , 164.3cm)
Shipping Width	25.6inches (650mm , 65.0cm)
Shipping Depth	41.8inches (1062mm , 106.2cm)

Environmental

Operating Environment	32 - 104 °F (0 - 40 °C)
Operating Relative Humidity	0 - 95 %
Operating Elevation	0-3333ft (0-999.9meters)
Storage Temperature	-15 - 45 °C
Storage Relative Humidity	0 - 95 %
Storage Elevation	0-50000ft (0-15000meters)
Audible noise at 1 meter from surface of unit	55.0dBA
Online thermal dissipation	5896.0BTU/hr
Protection Class	NEMA 12, IP 51

Conformance

Approvals	cUL Listed, CSA, CSA C22.2 No. 107.1, ISO 14001, ISO 9001, UL 1778
Standard warranty	1 year repair or replace

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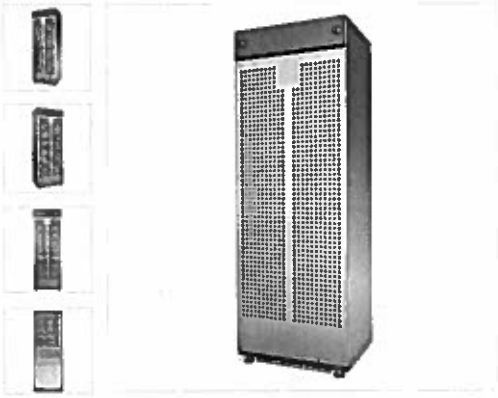

MGE Galaxy 3500 Extended Run Frame, with MCCB, with 2 Battery Modules Exp. to 6

G35TBXR2B6

Be the first to write a review

Description: 10-40kVA compact 3 phase UPS power protection with excellent efficiency and optimized footprint particularly adapted for demanding industrial environments.

Includes : Installation guide

Product Overview | Technical Specifications | Documentation | Options | Ratings & Reviews

Input

Print Technical Specification

Nominal Input Voltage	208V 3PH , 400V 3PH
Input frequency	50/60 Hz

Batteries & Runtime

Battery type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte , leakproof
Included Battery Modules	2
Battery mounting	Enclosed Battery Cabinet
Battery Slots Empty	4
Expected Battery Life (years)	3 - 5
Battery blocks per string	4
Battery Volt-Amp-Hour Capacity	

Physical

Maximum Height	59.0inches (1499mm , 149.9cm)
Maximum Width	20.6inches (523mm , 52.3cm)
Maximum Depth	36.4inches (925mm , 92.5cm)
Net Weight	853.0lbs. (388.0kg)
Shipping weight	919.6lbs. (418.0kg)
Shipping Height	64.7inches (1643mm , 164.3cm)
Shipping Width	25.6inches (650mm , 65.0cm)
Shipping Depth	41.8inches (1062mm , 106.2cm)
Color	Grey

Environmental

Operating Environment	32 - 104 °F (0 - 40 °C)
Operating Relative Humidity	0 - 85 %
Operating Elevation	0-10000ft (0-3000meters)
Storage Temperature	0 - 30 °C
Storage Relative Humidity	0 - 85 %

Storage Elevation 0-15000ft (0-4500meters)
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Approvals
CSA, CSA C22.2 No. 107.1
Standard warranty
1 year repair or replace
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Battery Module for Symmetra PX, Smart-UPS VT or Galaxy 3500

SYBT4

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Product Overview | Technical Specifications | Documentation | Ratings & Reviews

Input

Print Technical Specification

Number of Power Cords	1

Batteries & Runtime

Battery type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof
Battery mounting	Enclosed battery cartridge
Battery Placement	Internal Battery
Battery blocks per string	4
Battery Design Life	5 - 8
Battery Service Life	3 - 5
Battery Volt-Amp-Hour Capacity	

Physical

Maximum Height	5.2inches (132mm , 13.2cm)
Maximum Width	17.0inches (432mm , 43.2cm)
Maximum Depth	28.0inches (711mm , 71.1cm)
Net Weight	200.0lbs. (90.91kg)
Shipping weight	224.0lbs. (101.82kg)
Shipping Height	18.0inches (457mm , 45.7cm)
Shipping Width	24.0inches (610mm , 61.0cm)
Shipping Depth	33.0inches (838mm , 83.8cm)
Color	Black
Units per Pallet	7.0

Environmental

Operating Environment	32 - 104 °F (0 - 40 °C)
Operating Relative Humidity	0 - 95 %
Operating Elevation	0-3333ft (0-999.9meters)
Storage Temperature	-15 - 40 °C
Storage Relative Humidity	0 - 95 %

Storage Elevation 0-50000ft (0-15000meters)
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Conformance

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Standard Warranty 1 year repair or replace

Sustainable Offer Status

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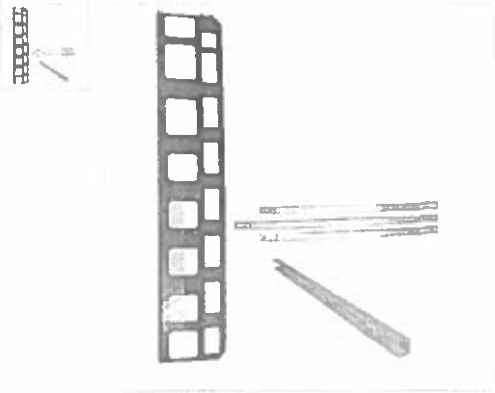

MGE Galaxy 3500 Baying Kit, 20inch/523mm UPS Enclosure to XR

G35TOPT005

Be the first to write a review

Share this Product:

Description: 10-40kVA compact 3 phase UPS power protection with excellent efficiency and optimized footprint particularly adapted for demanding industrial environments.

Includes : Installation guide , Mounting hardware

Product Overview | Technical Specifications | Documentation | Ratings & Reviews

Physical

Print Technical Specification

Maximum Height	1.0inches (25mm , 2.5cm)
Maximum Width	53.42inches (1357mm , 135.7cm)
Maximum Depth	9.13inches (232mm , 23.2cm)
Net Weight	25.0lbs. (11.36kg)
Shipping weight	30.0lbs. (13.64kg)
Shipping Height	2.17inches (55mm , 5.5cm)
Shipping Width	54.13inches (1375mm , 137.5cm)
Shipping Depth	10.63inches (270mm , 27.0cm)

Environmental

Operating Environment	32 - 104 °F (0 - 40 °C)
Operating Relative Humidity	0 - 95 %
Operating Elevation	0-3333ft (0-999.9meters)
Storage Temperature	0 - 40 °C
Storage Relative Humidity	0 - 95 %
Storage Elevation	0-3333ft (0-999.9meters)

Conformance

Standard warranty	1 year repair or replace

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UPS Network Management Card 2 with Environmental Monitoring

AP9631

Average Customer Review 4

4 of 5 (80%) reviewers would recommend this product to a friend.

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Share this Product:

User Manual

RoHS

Green Premium

Description: Remote monitoring and control of an individual UPS by connecting it directly to the network.

Includes : CD with software , Temperature Sensor ,

Product Overview | Technical Specifications | Documentation | Software & Firmware | Options | Ratings & Reviews

Communications & Management

Print Technical Specification

Authentication	Radius

Physical

Maximum Height	1 5inches (38mm , 3 8cm)
Maximum Width	4 75inches (121mm , 12 1cm)
Maximum Depth	4 5inches (114mm , 11 4cm)
Net Weight	0 2lbs. (0 09kg)
Shipping weight	0 75lbs. (0.34kg)
Shipping Height	2 0inches (51mm , 5.1cm)
Shipping Width	9 25inches (235mm , 23 5cm)
Shipping Depth	6.25inches (159mm , 15 9cm)
Color	Black

Environmental

Operating Environment	32 - 113 °F (0 - 45 °C)
Operating Relative Humidity	0 - 95 %
Operating Elevation	0-10000ft (0-3000meters)
Storage Temperature	-5 - 45 °C
Storage Relative Humidity	0 - 95 %
Storage Elevation	0-50000ft (0-15000meters)

Conformance

Approvals	AS/NZS 3548 (C-Tick) Class A, EN 55022 Class A, EN 55024, FCC Part 15 Class A, GOST, ICES-003, VCCI Class A
Standard warranty	2 years repair or replace

Sustainable Offer Status

RoHS	Compliant
REACH	REACH Contains No SVHCs
PEP	Available in Documentation tab

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Attachment 5

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APC Smart-UPS VT Maintenance Bypass Cabinet 20-30kVA 208V Floormount

SUVTSBP20K30F

Be the first to write a review

Share this Product:

Description: Effective 10-40kVA 3 phase UPS power protection against downtime and data loss for mission critical applications.

Includes: Installation guide , User Manual

Installed price for this option:
$3,323.33

Product Overview | Technical Specifications | Documentation | Ratings & Reviews

Print Technical Specification

Output

Nominal Output Voltage	208V 3PH

Input

Nominal Input Voltage	208V 3PH
Input frequency	60 Hz

Physical

Maximum Height	58.54inches (1487mm , 148.7cm)
Maximum Width	13.86inches (352mm , 35.2cm)
Maximum Depth	32.95inches (837mm , 83.7cm)
Net Weight	280.0lbs. (127.0kg)
Shipping weight	344.0lbs. (156.0kg)
Shipping Height	65.5inches (1663mm , 166.37cm)
Shipping Width	28.5inches (723mm , 72.39cm)
Shipping Depth	43.5inches (1104mm , 110.49cm)

Environmental

Operating Environment	32 - 104 °F (0 - 40 °C)
Operating Relative Humidity	0 - 95 %
Operating Elevation	0-10000ft (0-3000meters)
Storage Temperature	0 - 45 °C
Storage Relative Humidity	0 - 95 %
Storage Elevation	0-30000ft (0-9000meters)

Conformance

Approvals	UL 1778
Standard warranty	1 year repair or replace