


**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO : President and Village Board of Trustees  
FROM : Scott Neihaus, Village Manager  
DATE : January 22, 2019 Agenda Date February 7, 2019  
TITLE : Waiver of Bids - The Flolo Corporation  
SUBMITTED BY: Brian M. Jack, Utilities Superintendent 

**RESULTS:**

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_  
Total Number of Bids Received \_\_\_\_\_  
Total Number of Bidders Meeting Specifications \_\_\_\_\_  
Bid Security Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Performance Bond Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  
Explanation:  
Waiver of Bids Requested? \_\_\_\_\_ X Yes \_\_\_\_\_ No  
If yes, explain: Purchase is directly from manufacturer.  
Award Recommended to Lowest \_\_\_\_\_ Yes \_\_\_\_\_ No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$52,000.00  
Amount of Award \$28,048.00 Water & Sewer Capital Reserve Fund RM PROG 40  
520.790.715.75420

**BACKGROUND/RECOMMENDATION:**

Waive bids and award a contract to The Flolo Corporation for the replacement of four (4) variable frequency drives at the Civic Center Reservoir Facility in an amount not to exceed \$28,048.00.

Has Recommended Bidder Worked for Village Previously X Yes     No  
If yes, was quality of work acceptable X Yes     No  
Was item bid in accordance with Public Act 85-1295?     Yes X No  
Waiver of bids - Public Act 85-1295 does not apply X Yes

**REVIEW** (as needed):

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**



## MEMORANDUM

**To:** Scott Niehaus, Village Manager  
**From:** Brian M. Jack, Utilities Superintendent *B. Jack*  
**Through:** Carl S. Goldsmith, Director of Public Works *C. Goldsmith*  
**Date:** January 18, 2019  
**Subject:** **Waiver of Bids - The Flolo Corporation**  
 Variable Frequency Drive Replacement Project

### Background

The Civic Center Reservoir Facility (CCRF) was put into service in 1981 and is the main component in the Village's water pumping, storage and distribution system. The facility consists of two 1.5 million gallon concrete reservoirs and six high service variable speed pumps. To date, all pumps and motors have been inspected, maintained, and repaired as needed. The variable frequency drives (VFDs) were last upgraded on all motors in 1998. Prior to the replacement project in 1998, there was a failure on these motors that contributed to a loss of pressure that resulted in a boil order being issued throughout town.

Since the installation of the six VFD drives in 1998, no issues of this magnitude have been reported. However, in the summer of 2017, Main Street Booster Station (MSB), which was part of the 1998 VFD upgrade project, experienced a failure on the pump #2 drive. The drive was not repairable and a new VFD drive had to be installed. Staff performed research with the drive manufacturer and a local vendor only to discover that these types of VFD drives have a typical life span of 15 years. The CCRF and MSB drives are all 20 years old; well beyond the typical life expectancy.

As mentioned above, CCRF is the main pump station of the Villages water system. A drive failure would be catastrophic and result in an emergency response by Water Treatment staff. To be proactive and begin exploring drive replacement options, staff reached out to The Flolo Corporation in March of 2018. Flolo replaced the six original VFD drives at Civic Center in 1998. VFD drive #5 was replaced as a trial run in June 2018 by the Flolo Corporation. The unit installed is a high efficiency replacement drive that exceeds the existing drives performance. Similar life expectancy is anticipated for the new replacement VFD drives.

The new VFD drive for pump #5 was integrated and allowed to function for six months. The operators had a chance to review the data and test performance of the drive. Testing thus far has shown positive results. WTWWP then sought funding for

the replacement of one additional drive for pump #6 at the end of 2018. Flolo also replaced this unit and it is performing very well with no issues to report.

### **Discussion**

To expedite construction and to minimize construction observation time, the Public Works Department directly solicited a proposal from one pre-selected qualified contractor who has successfully worked on previous Village projects. Documents and a scope of work were sent to The Flolo Corporation. Flolo is the Village's standardized SCADA cabinet system manufacturer and VFD drive specialist. They recently completed the VFD #5 and VFD #6 drive replacement at CCRF in 2018, Main Street Booster Drive replacement in 2017 and have constructed numerous SCADA cabinets for the newly added lift stations at Route 53, North Broadway Interim Pump Station, and Yorktown Commons Lift Station. Flolo is considered a reliable and responsive vendor.

The following one (1) firms submitted the following proposal:

SUPPLIER	PUMPS 1, 2, 3, 4 VFD	TOTAL
The Flolo Corporation, West Chicago IL	DRIVE REPLACEMENT	\$28,048.00

The proposal was checked to ensure that the supplier was providing the needed and necessary equipment. The Water Treatment and Wastewater Pumping Division requests that we waive the formal bidding process and accept the lowest, responsible proposal for the Civic Center Variable Frequency Drive Replacement Project to The Flolo Corporation of West Chicago, IL and authorize a purchase order in an amount not to exceed \$28,048.00.

### **Recommendations:**

Please request the Board of Trustees to waive the formal bidding process and accept the lowest, responsible proposal for the replacement of four (4) variable frequency drives as submitted by The Flolo Corporation of West Chicago, Illinois and authorize an agreement in an amount not to exceed \$28,048.00 at the February 7<sup>th</sup>, 2019 meeting. Sufficient funds for this procurement exist in the current budget in account 520.790.715.75420 RM PROG 40.

Please execute signature on the attached contract and return two copies to the Water Treatment and Wastewater Pumping Division for further processing.

## VILLAGE OF LOMBARD

Contract for the replacement of four (4) variable frequency drives

This agreement is made this 7th day of February, 2019, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and ( \_\_\_\_\_ ) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Replacement of variable frequency drives (VFD's) on pumps 1, 2, 3 & 4 at Civic Center Reservoir Facility in an amount not to exceed \$28,048.000

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. The Contractor's Proposal #19-03-06-63902 dated January 17th, 2019
  - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$28,048.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their quotation after the Notice to Proceed has been delivered. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 7<sup>th</sup> day of February, 2019.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_ day of \_\_\_\_\_, 20\_\_.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna  
Village Clerk

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn, depose and states as follows:

I am the \_\_\_\_\_ for  
(Officer or Owner of Company) \_\_\_\_\_  
(Title) \_\_\_\_\_ (Name of Company)

(the "Contractor"), which has submitted a proposal for the Replacement of variable frequency drives (VFD's) on pumps 1, 2, 3 & 4 at Civic Center Reservoir Facility to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that

\_\_\_\_\_  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

Notary Public



1400 Harvester Road West Chicago IL, 60185  
Telephone (630) 595-1010 • FAX (630) 595-1327

**January 17, 2019**  
**QUOTATION #19-03-06-63902**

**Mr. Luke Sharp**

**The Village of Lombard**  
**255 E. Wilson Ave**  
**Lombard, IL 60148**

**REF: 60HP DRIVES**

Dear Mr. Sharp,

Thank you for giving The Flolo Corporation the opportunity to provide you with a proposal for installing (4) 60HP, 480VAC ABB ACS550 AC Drives to replace Allen-Bradley 1336 AC Drives in an existing Control Panel.

The existing AC Drives are installed with the Heatsink extended out the back of the Panel. The proposed ABB drives are also suitable for this type of installation. A steel plate sized to cover the existing cutout will be provided with a new cutout to match the dimensions of the ABB Drives.

The proposal consists of the following for each drive:

- 1) Removal of existing Allen-Bradley 1336 drive from Control Panel  
(This will remain the property of Lombard)
- 2) Installation of new AC Variable Frequency Drive in Control Panel with  
Adapter Plate and Heatsink Cutout to allow Heatsink to extend out the back of the enclosure  
while maintaining the integrity of the enclosure
- 3) Installation of Class T Fusing to protect the Drive
- 4) Installation of the ABB Keypad in the Operator Panel
- 5) Drive Configuration and Certified Drive Commissioning Services
- 6) Updated Drawing

Installation and Commissioning Labor Services as described above (four drives)	<b>\$ 8,500.00</b>
Installation Materials	<b>\$ 2,636.00</b>
 ABB ACS550 60HP 480V NEMA 1 Variable Frequency Drive (four drives)	 <b>\$ 14,732.00</b>
Class T Drive Fusing ( four drives )	<b>\$ 1,980.00</b>
<b>Estimated Incoming Freight</b>	<b>\$ 200.00</b>

**Total for Drive and Installation Services** **\$ 28,048.00**

**NOTES:**

1. This proposal is based on work being performed during Normal Working Hours. Monday thru Friday 7:30am to 4:00pm excluding legal holidays. Additional charges will apply if any services are to be performed on premium time.
2. When Certified Drive Startup Services are performed, an additional 1 year of Warranty is provided by ABB for Parts and Onsite Labor to install any provided replacement parts.
3. Proposal is based on Prevailing wages as requested, and Installations are based on one drive at a time per scheduling with Lombard.

**Delivery:** TBD  
**Terms:** Net 30 Days

**Freight:** Prepaid and Added to Invoice see above

**F.O.B:** West Chicago, IL

**Quotation Valid:** 30 Days

**Limited Warranty:** see attached copy of Flolo's Standard Terms and Conditions of Sale \_

Respectfully,

**Nick Brooks**  
**The Flolo Corporation**

cc: Dennis Lamb – TFC  
Gregg Flolo  
Kim Hjerstedt -- TFC  
Nick Brooks – TFC

encl: Terms and Conditions of Sale



## Limited Warranty

**The Flolo Corporation**, hereinafter called **Flolo**, warrants the equipment manufactured by us and services performed by us as described in the quotation to be free from defects in materials and/or workmanship under normal use and service by the purchaser. The warranty on new equipment that has not been modified and/or manufactured by **Flolo**, but is being resold by **Flolo** shall be limited to the manufacturer's warranty. The obligations of **Flolo** are limited to replacing, at **Flolo's** factory, the product or any part or parts of the product which shall, within one year after delivery of the equipment to the original purchaser, be returned to **Flolo** with transportation charges prepaid and which **Flolo's** examination shall disclose to its satisfaction to have been defective. Except as stated above, **Flolo** makes no warranty either expressed or implied; any implied warranty of merchantability or fitness for a particular purpose is disclaimed by **Flolo** and excluded from this sales agreement. There are no warranties, either expressed or implied, which extend beyond the warranty stated above.

**Flolo** neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of its equipment. This warranty will not apply to any equipment which have been repaired or altered outside of **Flolo's** factory in any way so as, in **Flolo's** judgment, to affect its stability or reliability, nor to any equipment which has been subject to misuse, negligence, or accident. **Flolo** shall not be liable for damages, direct or consequential, or delays, if such occur, on account of defective materials or workmanship or delays in shipment. **Flolo** will not grant any allowance for any repairs or alterations made without the written consent of an officer of **Flolo**. **Flolo** shall in no way be liable or responsible for injuries or damages to persons or property, arising from or out of the use or operation of the equipment herein described. **Flolo** reserves the right to make changes in design, or to make additions to, or improvements in, its product without imposing any obligation upon itself to install them on its product previously manufactured. "No warranty given by a customer of **Flolo** not consistent with the foregoing warranties shall be binding on **Flolo**."

## Conditions of Sale - A Part of the Price Quotation Enclosed Herewith

**General Conditions:** All orders for products or services of **The Flolo Corporation**, hereinafter called **Flolo**, are subject to these conditions of sale. These conditions shall be modified or added to only by a written document signed by an authorized officer of **Flolo**. **Flolo's** failure to respond to any writing, and such failure to respond shall not constitute a waiver of these conditions by **Flolo**.

**Prices:** Prices quoted on the attached quotation by **Flolo** will be guaranteed for a period of (30) days from the date of the proposal unless stated specifically otherwise in the body of the quotation.

**Weights and Dimensions:** Weights and dimensions are carefully calculated estimates but are not guaranteed.

**Taxes:** Published or quoted prices do not include sales, excise, use or similar taxes. Applicable taxes must be paid by the purchaser.

**Penalties and Delays:** No penalty provision of any kind will be effective unless approved in writing by an officer of **Flolo**. **Flolo** will not be liable for any damages caused by delays beyond its control, including by the way of illustration but not limitation, fires, strikes, acts of God, transportation failures, inability to obtain labor, materials or to have available manufacturing facilities or failure by **Flolo's** suppliers to deliver merchandise. In the event of any such delay, the date of delivery of merchandise from **Flolo** to the purchaser shall be extended for a period of time equal to the time lost by reason of the delay.

**Cancellation and Alteration:** An order or contract may be canceled or altered by the Purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments already made by **Flolo**. **Flolo** reserves the right to procure and/or manufacture ahead of shipping schedule whenever it is deemed necessary, and such advance procurement or manufacture shall not void buyer's responsibility for cancellation or alteration.

**Delivery:** Prices are F.O.B. **Flolo** plant or point of shipment, via the carrier selected to be the most economical and dependable. Special handling, packaging, insurance or other abnormal costs will be billed to the Purchaser.

**Terms of Payment and Reservation of Title:** Unless otherwise specified herein, Terms to the purchaser are net 30 days. **Flolo** reserves the right to require full or partial payment in advance of shipment or to ship C.O.D. On C.O.D. shipments, **Flolo** shall retain title to the merchandise until the terms of delivery are met.

**Responsibility:** **Flolo** is not responsible for misuse or misapplication of its products, intentional or otherwise. Improper application, installation, failure to provide safety devices for protection measures, or operation above the rated capacity are all beyond the control and responsibility of **Flolo**. **Under no circumstances** will **Flolo** be liable for consequential or contingent damages.

**Return of Equipment:** Under no circumstances is equipment to be returned without first obtaining Flolo's permission. Unless authority has been granted for return, shipment will be refused. Apparatus built to a customer's specification cannot be returned for credit. Equipment approved for return must be properly packed to protect against physical damage during shipment and must be shipped prepaid.