



**VILLAGE OF SKOKIE PURCHASING DIVISION**

**NOTICE OF BID LETTING**

Specification and Contract Document Number 2014-01-16

**REPLACEMENT FIRE HYDRANTS**

**Name of Bidding Firm:** HD Supply Waterworks

**Bid Opening Time and Date:** 11:00am, Wednesday, February 12, 2014

**Bid Deposit:** None

**Performance Bond:** None

**PLEASE MARK THE RETURN ENVELOPE:**

1. Bid Opening Date and Time
2. Title of Job
3. Specification Number

**RETURN BIDS TO:**

Village of Skokie  
5127 Oakton Street  
Skokie, IL 60077  
ATTN: Michael Aleksic  
Purchasing Agent  
Telephone: (847) 933-8240 E-Mail: michael.aleksic@skokie.org

***BIDS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED***

Please return the entire document intact.

## GENERAL CONDITIONS

## Village of Skokie

1. **Submission of Proposal:** All bids must be delivered to the office of the Purchasing Agent at the Village by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids, which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope. All bids shall be submitted in sealed envelopes carrying the following information: bidder's name, address, subject matter of proposal and designated date and time of bid opening. Bids transmitted by facsimile shall not be accepted unless such transmission is specifically provided within the bid document. Sealed bids will be opened in public at the time and place shown herein. After the public bid opening, however, bid results will not be available until after award of the contract.

2. **Bid Deposit:** When required on the cover sheet, a bid deposit in the amount specified shall accompany all bids. Bid deposits shall be in the form of cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Skokie. All bids not accompanied by a bid deposit, when required, will be rejected. No bid bonds will be accepted unless otherwise indicated in the specification. Bid deposits of the two lowest bidders will be returned after the contract is awarded. Bid deposits of all others will be returned immediately. The bid deposit of the accepted bidder will be returned upon receipt by the Village of satisfactory performance bond where such bond is required or completion of contract.

3. **Performance Bond:** When required by the specifications herein, the successful bidder shall furnish a performance bond, acceptable to the Village, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the Village as liquidated damages and not as a penalty. IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages the Village will sustain due to the bidder's failure to furnish said bond.

4. **Withdrawal of Proposal:** Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time. After the bid opening time, no bid shall be withdrawn or cancelled for a period of sixty (60) calendar days. When this contract must be approved by another agency, no bid shall be withdrawn or cancelled for a period of ninety (90) days after the bid opening time.

5. **Preparation of Proposal:** The bidder shall prepare proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink. If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the Corporation, which permits the person to execute the offer for the Corporation. If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Purchasing Agent shall be submitted.

6. **Compliance with Laws:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the contract. Any contract resultant from this solicitation shall be governed under the laws of the State of Illinois.

7. **Interpretation of Contract Documents:** Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be forwarded to all prospective bidders. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. Bidder will acknowledge receipt of each addendum issued. Oral explanations will not be binding. Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended only to indicate articles that will be satisfactory, and shall not be intended to restrict competition. Bids on other makes and catalog numbers will be considered, provided each bidder clearly states exactly what is proposed to be furnished. Unless so stated on proposal, it shall be understood that bidder intends to furnish item identified and does not propose to furnish an "equal". The Purchasing Agent hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article the bidder proposes to furnish which contains major or minor variations from specification requirements by which may comply substantially therewith.

8. **Conditions:** Bidders are advised to become familiar with all terms, conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

9. **Catalogs:** Each bidder shall submit, where necessary, or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work proposed to be furnished. Failure to provide such information as required may result in bid disqualification.

10. **Consideration of Proposals:** The Purchasing Agent shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to reject any or all proposals and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such action. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Skokie upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or had failed to perform faithfully any previous contract with the Village. The bidder, if requested, must present within 48 hours, evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

11. **Discounts:** Bidders shall provide prompt payment discounts in the area shown herein. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Village, whichever is later. Prompt payment discounts shall not be a consideration in the award of a contract.

12. **Guarantees and Warranties:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final voucher on the contract is issued. The warranty period shall commence upon final acceptance of product.

13. **Delivery:** All materials shipped to the Village of Skokie must be shipped F.O.B. delivered, designated location, Skokie, Illinois. If delivery is made by truck, arrangements must be made 24 hours in advance by the Contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted before 3:30 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

14. **Inspections:** The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

15. **Taxes:** Federal Excise Tax does not apply to materials purchased by the Village of Skokie, Illinois Retailer's Occupation Tax, Use Tax, and Municipal Retailer's Occupation Tax do not apply to materials or services purchased by the Village of Skokie by virtue of Statute.

16. **Patents:** Bidders agree to indemnify, defend and save harmless the Village of Skokie from and against all demands, claims, suits, cost, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.

17. **Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify, save harmless and defend the Village of Skokie, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Village of Skokie, its agents, servants, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provisions of this paragraph shall *not* be waived.

18. **Termination of Contract:** The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the Skokie Board of Trustees. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner, as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

19. **Regulatory Compliance:** Seller represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure Act, and shall otherwise comply with the requirements of said act for materials and supplies covered by the act.

20. **Special Handling:** Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery.

21. **Prevailing Wage:** When specified herein, not less than the Prevailing Rate of Wages as found by the Village of Skokie or the Department of Labor or determined by the court on review shall be paid to a laborers, workman and mechanics performing work under this contract.

## SPECIAL CONDITIONS

for

### FIRE HYDRANTS

- 1.0 SCOPE:  
The scope of this contract is to establish a source to provide Fire Hydrants and accessories for the Village of Skokie Department of Public Works, to allow for replacement of existing units, and to provide for new units as required to be compatible with those already in use.
- 2.0 QUANTITIES:  
The bulk of Fire Hydrants, valve boxes and cut-in sleeves shall be purchased in a fixed quantity on a one-time basis, and shall be identified as such herein. The Village, however, requires the capability to purchase additional quantities of Fire Hydrants on an as needed basis throughout the Village Fiscal Year (as indicated on the Price Proposal Form). Therefore, the Village has provided an estimated number of units, which may be purchased between the period of contract award and April 30, 2014. In these instances, the quantity shown herein is an estimate of needs. Regarding estimated quantities, the contract shall be for the amount actually purchased, whether greater than or less than the estimated quantity shown herein.
- 3.0 CONTRACT PERIOD:  
The contract shall commence upon execution of award, and be valid until the end of the Village fiscal year on April 30, 2014. The Village reserves the right to renew this contract for up to two (2) additional fiscal years, at the same pricing, and per the same terms and conditions as the original contract upon the mutual written agreement with the contractor.
- 4.0 PRICING:  
Pricing for all units shall be F.O.B. Destination, with all freight charges borne by the bidder. Pricing for estimated quantity units shall be a firm fixed price for the entire contract period.
- 5.0 DELIVERY:  
All items ordered herein shall be delivered F.O.B. Destination, to the Village of Skokie of Public Works Garage, 9050 Gross Point Road, Skokie, Illinois. Village department personnel shall offload all units. Delivery of units shall be no later than thirty (30) days after receipt of the order.
- 6.0 METHOD OF AWARD:  
The Village of Skokie reserves the right to award contracts by item, by group of items, or by low aggregate total, to the lowest responsive and responsible bidder(s).
- 7.0 QUALIFIED PRODUCTS LIST:  
**GROUP A:** The Village of Skokie has established a Qualified Products List for Group A Hydrants herein. The Qualified Products List reflects units currently in use by the Village, and has been instituted in order to provide consistency with existing item and parts inventories, and to maintain standardization within the Village. Therefore, bidders must bid only items shown on the Qualified Products List herein. No alternates shall be acceptable for Group A.

GROUP B: If bidding other than as specified herein, identify brand name, catalog number, and submit catalog specifications for each such item. Failure to do so may result in disqualification of the bid. The determination of whether or not a substitute is in fact equal to the item specified and/or acceptable as an alternate shall be made at the absolute discretion of the Purchasing Agent. If bidding an alternate, the bidder must forward a sample of the product being proposed to the Purchasing Officer PRIOR to the scheduled bid opening date. Failure to do so will result in bid disqualification. Samples shall be sent freight prepaid, and at no expense to the Village. Samples not destroyed in testing will be returned to the bidder at the bidder's expense.

8.0 JOINT PURCHASES:

The Village of Skokie reserves the right to offer pricing shown herein to other governmental units within a ten (10) mile radius of the Village. Any other governmental unit wishing to participate in this contract shall be responsible for issuing orders on their behalf, as well as for the resolution of any disputes.

9.0 ADDITIONAL CONTACT INFORMATION:

Should bidders require additional information about this bid, please email to [michael.aleksic@skokie.org](mailto:michael.aleksic@skokie.org) no less than seven (7) days prior to the bid opening date. Questions may also be faxed to the Village of Skokie Purchasing Department at 847-568-8839. Any and all changes to these specifications are valid only if they are included by written addendum to all bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bad bid.

## DETAILED SPECIFICATIONS

for

### FIRE HYDRANTS

#### 1.0 GROUP A: FIRE HYDRANTS:

##### 1.1 General:

The following is a listing of Fire Hydrants acceptable to the Village of Skokie. The items shown below reflect the only products qualified to be supplied under this contract:

- 1.1.1 Mueller Company (Decatur, Illinois). All units to be stock A-425 Centurion. Units to have valves attached and two (2) 4- 1/2" steamer ports. Hydrants must have a traffic safety flange design with mild steel couplings and stainless steel pins on operating rod breakaway.
- 1.1.2 Waterous Fire Hydrant Company (St. Paul, Minnesota). All units be stock WB-67-250. Units shall have two (2) 4-1/2" steamer ports. Hydrant must have a traffic safety flange design to break on impact from vehicle.

##### 1.2 Specifications:

The following shall be characteristic of all Fire Hydrants supplied to the Village:

- 1.2.1 National Standard thread on all nozzles shall be required.
- 1.2.2 Units to have 5- 1/4 inch main valve opening.
- 1.2.3 Units to have 6 foot bury.
- 1.2.4 Units to have 1- 1/2 inch pentagon operating nut (counter-clockwise operation).
- 1.2.5 Units to utilize safety break flange construction.
- 1.2.6 All units shall exhibit flanged 6 inch inlet connection with 6 inch auxiliary valve attached with Mega Lug accessories kits including cor ten bolts shipped separately. Auxiliary valves to be the same manufacturer as hydrants being bid.
- 1.2.7 All units to be painted standard "safety red".

2.0 GROUP B: VALVE BOXES & CUT-IN SLEEVES:

- 2.1 Valve boxes to be supplied shall be screw type, size to fit valve nut (cast iron) Tyler 664-S or approved equal.
- 2.2 Valve Boxes shall be capable of extending from valve on hydrant to ground surface with lids marked "WATER".
- 2.3 The cut-in sleeves shall be 6" Mueller H840 or approved equal with retainer gland/accessories shipped separately.

**PROPOSAL FORM**

The undersigned proposes, in accordance with the terms of the Contract Documents of which this proposal is a part, to furnish and deliver, F.O.B. Destination, to the Village of Skokie, Public Works Garage, 9050 Gross Point Road, Skokie, Illinois, Fire Hydrants, Valve Boxes and Cut-In Sleeves at the price as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	<b><u>GROUP A</u></b>		
1) 50each	Fire Hydrant Mueller A-425 "Centurions" or Waterous WB-67-250 (FIXED QUANTITY, ONE-TIME PURCHASE) Indicate Mfg. <u>Mueller</u> Model # <u>A425</u>	\$ <u>2,495.00</u>	\$ <u>124,750.00</u>
2) 5 each	Fire Hydrant Mueller A-425 "Centurions" or Waterous WB-67-250 (ESTIMATED QUANTITY, TERM CONTRACT PURCHASE) Indicate Mfg. <u>Mueller</u> Model # <u>A425</u>	\$ <u>2,495.00</u>	\$ <u>12,475.00</u>
	<b><u>GROUP B</u></b>		
3) 50 each	Valve Boxes size 664-S Tyler (FIXED QUANTITY, ONE-TIME PURCHASE)	\$ <u>126.00</u>	\$ <u>6,300.00</u>
4) 50 each	6" Cut-In Sleeves with Retainer Glands. (FIXED QUANTITY, ONE-TIME PURCHASE)	\$ <u>267.75</u>	\$ <u>13,387.50</u>
5) 5 each	Valve Boxes size 664-S Tyler (ESTIMATED QUANTITY, TERM CONTRACT PURCHASE)	\$ <u>126.00</u>	\$ <u>630.00</u>
6) 5 each	6" Cut-In Sleeves with Retainer Glands. (ESTIMATED QUANTITY, TERM CONTRACT PURCHASE)	\$ <u>267.75</u>	\$ <u>1,338.75</u>

Delivery A.R.O.: 30 days                      Cash Billing Terms: Net 30 Days

**CONTACT INFORMATION:**

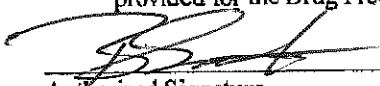
<u>Brian Suiter- Branch Manager</u>	<u>847-473-1900</u>
<b>Contact Name &amp; Title</b>	<b>Telephone Number</b>
<u>HD Supply Waterworks</u>	<u>847-473-3873</u>
<b>Firm Name</b>	<b>Facsimile Number</b>



**CERTIFICATION OF COMPLIANCE**

By signing this bid, the bidder hereby certifies to the following:

1. The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda.
2. That the individual whose name is shown below has the authority and consent to make this certification on behalf of the bidder, HD Supply Waterworks  
(Name of Company)
3. That the bidder has knowledge of the Village of Skokie Code pertaining to the disqualification of certain bidders (copy included herein), and more particularly, that the bidder has read the contents of Sections 3.25, 3.251 and 3.252 of the Skokie Village Code, and the Village of Skokie Fair Employment Practices ordinance.
4. That the bidder is not disqualified from bidding under the aforementioned sections.
5. That the bidder is not barred from bidding on the aforementioned contract as a result of a violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.
6. That pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the bidder is not delinquent in the payment of any tax administered by the Department of Revenue.
7. The Contractor (either an individual or company) agrees to provide a drug free workplace as provided for the Drug Free Workplace Act, 30 ILCS 580/1 et seq.

  
Authorized Signature

Branch Manager

Title

HD Supply Waterworks

Business Name

29950 Skokie Highway

Address

Lake Bluff, IL 60044

City/State/Zip

03-0550887

Federal Employer Identification No. (F.E.I.N.)

#14839 v7

Brian Suiter

Print or Type Name

2/12/14  
Date

847-473-1900

Telephone Number

847-473-3873

Facsimile Number

brian.suiter@hdsupply.com

E-Mail/Internet Address (if applicable)

**BUSINESS ORGANIZATION:**

Please check the appropriate form of business organization below.

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed.

\_\_\_\_\_ Partnership: State full names, titles and addresses of all responsible principals and/or partners on a separate sheet, and return along with your bid response.

Corporation: Incorporated under the laws of the State of Delaware.  
(In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

List Names of Officers:

President	<u>Steve LeClair</u>
Vice President	<u>Don Clayton</u>
Secretary	<u>-----</u>
Treasurer	<u>Don Clayton</u>

Seal (affix corporate seal below)

Attest: \* See Attached

  
Signature of Secretary

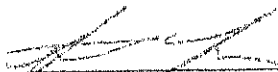
**CERTIFICATE OF AUTHORITY  
(Branch Managers/District Managers)**

Name of Company: HD Supply Waterworks, Ltd., a Florida limited partnership  
Reference: Contracts, Bids and Related Matters  
Date: April 30, 2012

THE UNDERSIGNED DOES HEREBY CERTIFY that I am an Officer of HD Supply GP & Management, Inc., a Delaware corporation and the general partner of HD Supply Waterworks, Ltd., a Florida limited partnership; as the general partner, HD Supply GP & Management, Inc. is authorized to sign on behalf of HD Supply Waterworks, Ltd. As an Officer, I am authorized to make and deliver this certificate. I do hereby designate each of the Branch Managers and District Managers of HD Supply Waterworks, Ltd. as my designees, and authorize each of them acting either alone or together to execute and deliver, or cause to be executed and delivered, any and all bids and offers for furnishing materials and/or services, including related non-disclosure agreements, supply agreements, distributor agreements, purchase orders and similar agreements, provided that the annualized bid or contract price is not in excess of \$400,000 (the "Documents"), and to take or cause to be taken any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the company.

The authorization hereunder is effective as of the date hereof, and shall continue until the earlier of the undersigned's revocation of such authorization in writing, or the last date of the applicable employee's employment with the company.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 30<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
Steve LeClair  
President – HD Supply Waterworks, Ltd.

**ACCEPTANCE**

The undersigned, on behalf of the Village of Skokie, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract \$ \_\_\_\_\_

Fund Chargeable \_\_\_\_\_

\_\_\_\_\_  
Michael Aleksic, Purchasing Agent

Seal

\_\_\_\_\_  
Pranod Shah, Village Clerk

Board of Trustees Approval Dated:

\_\_\_\_\_

**REFERENCES**

for

**VILLAGE OF SKOKIE**

Facility: City of Evanston  
Address: 2100 Ridge Ave  
City, State, Zip Code: Evanston, IL 60201  
Telephone Number: 847-866-2935  
Contact Person: Tim Bartus  
Dates of Service: 3-26-2013 to 7-31-2013

Facility: City of Des Plaines  
Address: 1420 Miner St Suite 100  
City, State, Zip Code: Des Plaines, IL 60016  
Telephone Number: 847-391-5467  
Contact Person: Tim Watkins  
Dates of Service: Ongoing

Facility: Village of Streamwood  
Address: 565 S Bartlett Rd  
City, State, Zip Code: Streamwood, IL 60107  
Telephone Number: 630-837-0200  
Contact Person: Brad Feldhausen  
Dates of Service: Ongoing

Complete this form and submit it with Form of Proposal.

Offeror's Name: Brian Suiter Signature: 