



VILLAGE OF SKOKIE PURCHASING DIVISION
NOTICE OF BID LETTING

Specification and Contract Document Number 2018-09-07

PROPRIETARY PRO READ WATER METERS

Name of Bidding Firm: Water Resources Incorporated

Bid Opening Time and Date: 11:00 A.M. – Tuesday, September 26, 2017

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 W. Oakton Street
Skokie, IL 60077
ATTN: Michael Aleksic
Purchasing Agent
Telephone: (847) 933-8240 Facsimile: (847) 568-8839 E-Mail: michael.aleksic@skokie.org

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

Please return the entire document intact.

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 mailed 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 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.

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. Prevailing Wage Information may be obtained on the Internet by accessing The Illinois Department of Labor website at <http://www.state.il.us/agency/idol/CM/ODDMO/COOKxxxx.htm>.

SPECIAL TERMS & CONDITIONS

1.0 SCOPE:

The scope of this contract is to establish a source to provide replacement stock Schlumberger Neptune Water meters, which are compatible with the meters already in use by the Village of Skokie Department of Public Works Water & Sewer Division. Reconditioned water meters will not be acceptable.

2.0 QUANTITIES:

The quantities shown herein reflect items to be purchased immediately. The Village, however, requires the capability to purchase additional quantities of meters on an as needed basis throughout the Village Fiscal Year. Therefore, the Village is requesting that the pricing provided herein be extended through April 30, 2018. (The bidder may provide a minimum order quantity, or bracketed pricing if necessary.) It is anticipated that additional quantities through the period will equal the quantities shown herein, which are required for immediate delivery. In regards to the estimated quantities for the contract period through April 30, 2018, the contract shall be for the amount actually purchased, whether greater than or less than the estimated quantity shown herein.

3.0 CONTRACT PERIOD:

For estimated quantity items, the contract shall commence upon execution of award, until April 30, 2018.

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 have 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 Department of Public Works Garage, 9050 Gross Point Road, Skokie, Illinois. Units to be removed from truck, and placed on the floor.

6.0 METHOD OF AWARD:

The Village of Skokie shall award a single contract to the lowest single responsive and responsible aggregate bid for all items.

7.0 REQUIREMENT FOR COMPATIBILITY:

In order to maintain compatibility with existing units already in place, the Village has instituted a standardization requirement as a part of the existing Village Meter

Replacement Program. Therefore, in order to provide consistency with existing items and parts inventories, and to maintain standardization within the Village, bidders must bid only items shown herein. No alternates will be acceptable.

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 CONTACT:

For further technical information regarding the description of bid items, contact Mr. Jean Scher, Water Superintendent at (847) 933-8427.

10.0 CONTRACT PERIOD AND EXTENSION:

This contract shall be in affect from date of award through April 30, 2018. Based upon acceptable performance, and mutual agreement of both parties, this contract may be extended for up to two (2) additional one-year terms at the same terms, conditions and prices as the original contract.

DETAILED SPECIFICATIONS

Water Meters

- 1.0 All units shall be Schlumberger "Neptune" T-10 Pro Read-type or Ecoder/R900i and "Neptune" Tru/flo with Ecoder/R900i water meters.
- 2.0 Units shall be available in the following sizes: 5/8", 1", 1 1/2" and 2" Positive Displacement and 2",3",4" and 6" Compound Measure
- 3.0 True encoder register unit is a (3) wire system. Three strands of 22 gauge wire are connected from the register terminal positions to the Pro Read remote receptacle box terminals.
- 4.0 All meters must be compatible with either Pro-Read or E-Coder/R900i register technologies.

BID 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, Water Meters at the following price:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1) 10 each	Meter, Water, 5/8" Dia. Pro Read, cubic foot 2 board. Schlumberger Neptune Indicate Mfg. <u>Neptune</u> Model # <u>T-10</u>	\$ <u>94.50</u>	\$ <u>945.00</u>
2) 400 each	Meter, Water, 5/8" Dia. E-Coder/R900i, cubic foot 2 board. Schlumberger Neptune Indicate Mfg. <u>Neptune</u> Model # <u>T-10</u>	\$ <u>230.00</u>	\$ <u>92,000.00</u>
3) 5 each	Meter, Water, 1" Dia. Pro Read, cubic foot 2 board. Schlumberger Neptune Indicate Mfg. <u>Neptune</u> Model # <u>T-10</u>	\$ <u>182.00</u>	\$ <u>910.00</u>
4) 100 each	Meter, Water, 1" Dia. E-Coder/R900i, cubic foot 2 board. Schlumberger Neptune Indicate Mfg. <u>Neptune</u> Model # <u>T-10</u>	\$ <u>340.00</u>	\$ <u>34,000.00</u>
5) 5 each	Meter, Water, 1 1/2" Dia. Pro Read, cubic foot 2 board. Schlumberger Neptune Indicate Mfg. <u>Neptune</u> Model # <u>T-10</u>	\$ <u>355.00</u>	\$ <u>1,775.00</u>
6) 30 each	Meter, Water, 1 1/2" Dia. E-Coder/R900i, cubic foot 2 board. Schlumberger Neptune Indicate Mfg. <u>Neptune</u> Model # <u>T-10</u>	\$ <u>545.00</u>	\$ <u>16,350.00</u>
7) 5 each	Meter, Water, 2" Dia. Pro Read, cubic foot 2 board. Schlumberger Neptune Indicate Mfg. <u>Neptune</u> Model # <u>T-10</u>	\$ <u>465.00</u>	\$ <u>2,325.00</u>

- 8) 1 each Meter, Water, 4" Dia. \$ 2510.00 \$ 2,510.00
 Compound Measure
 Pro Read, cubic foot 2 board.
 Schlumberger Neptune
 Indicate Mfg. Neptune Model # Tru Flow CMPD

- 9) 1 each Meter, Water, 6" Dia. \$ 4320.00 \$ 4,320.00
 Compound Measure
 Pro Read, cubic foot 2 board.
 Schlumberger Neptune
 Indicate Mfg. Neptune Model # Tru Flow CMPD

- 10) 10 each R900 Radio Read Water MIU \$ 112.50 \$ 1,125.00
 Wall Mount
 Schlumberger Neptune
 Indicate Mfg. Neptune Model # R900 MIU's

- 11) 10 each E-Coder/R900i \$ 202.50 \$ 2,025.00
 Interior set version
 Schlumberger Neptune
 Indicate Mfg. Neptune Model # Ecoder R900I Registers

- 12) 10 each E-Coder/R900i \$ 242.50 \$ 2,425.00
 Pit set version
 Schlumberger Neptune
 Indicate Mfg. Neptune Model # Ecoder R900I Pit Version
 with external antenna

Grand Total: \$ 160,710.00

Delivery A.R.O.: 2-4 Weeks

Mike Pedone / Vice President 847.742.3400
 Contact Name & Title Telephone Number

mike.pedone@water-resources.net 847.742.3700
 E-Mail Address Facsimile Number

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,

Water Resources Inc.
(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.

Michael D. Pedone
Authorized Signature

Michael D. Pedone
Print or Type Name

Vice President
Title

September 26, 2017
Date

Water Resources Inc.
Business Name

847.742.3400
Telephone Number

390 Sadler Avenue
Address

847.742.3700
Facsimile Number

Elgin, IL 60120
City/State/Zip

mike.pedone@water-resources.net
E-Mail/Internet Address (if applicable)

36-3793434
Federal Employer Identification No. (F.E.I.N.)

Village of Skokie Ordinance Section 3.25

3.25 DISQUALIFICATION OF CERTAIN BIDDERS.

3.251 Persons and Entities Subject to Disqualification. No person or business entity shall be awarded a contract or subcontract, for a period of five (5) years from the date of subcontract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

(a) has been convicted of an act committed, within the State of Illinois, any state in the United States, or the United States of America, of bribery or attempting to bribe an officer or employee in the State of Illinois, any state in the United States, or the United States of America in that officer's or employee's official capacity;

(b) has been convicted of an act committed, within the State of Illinois, any state in the United States, or the United States of America, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Sec. 1 et seq.;

(c) has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois, any state in the United States, or the United States of America;

(d) has been convicted of an act committed, within the State of Illinois, any state in the United States, or the United States of America, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Sec. 1 et seq.;

(e) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, any state in the United States, or the United States of America;

(f) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois, any state in the United States, or the United States of America;

(g) has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(h) has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs a) through (f) above.

3.252 "Business entity" as used herein means a corporation, partnership, trust, association, unincorporated business or individually owned business. Such business entities shall be disqualified as set forth within this Ordinance if any owner, partner, or shareholder controls, directly or indirectly, 20% or more of the business, or subparagraphs of Section 3.251.

Any contract or sub-contract found to have been awarded in violation of this ordinance shall be voidable at discretion of the Mayor and Board of Trustees. Payment for work completed at the time of any such voiding shall be at a quantum merit rate less a 25% penalty.

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.

XXX Corporation: Incorporated under the laws of the State of Illinois.
(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>Michael J. Pedone</u>
Vice President	<u>Michael D. Pedone</u>
Secretary	<u>Peggy A. Pedone</u>
Treasurer	<u>Bret A. Pedone</u>

Seal (affix corporate seal below)

Attest:



Signature of Secretary

REFERENCES

for

VILLAGE OF SKOKIE

Facility: City of Woodstock
Address: 326 Washington Steet
City, State, Zip Code: Woodstock, IL 60098
Telephone Number: 815.338-6118
Contact Person: Shawn Parker
Dates of Service: 1/1996 to Current

Facility: Village of Schaumburg
Address: 714 S. Plum Grove Rd
City, State, Zip Code: Schaumburg, IL 60193
Telephone Number: 847.923.6641
Contact Person: Brian Wagner
Dates of Service: 5/1998 to Current

Facility: City of Park Ridge
Address: 400 Busse Highway
City, State, Zip Code: Park Ridge, IL 60068
Telephone Number: 847.318.5240
Contact Person: Ron Brubaker
Dates of Service: 5/1996 to Current

Complete this form and submit it with Form of Proposal.

Offeror's Name: Michael D. Pedone Signature: 