



# Request for Bids

Hydrant Check Device

October 2024

Las Virgenes Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302  
818-251-2115

**Bids Due: November 14, 2024; 2:00 p.m.**

Request for Information Deadline: November 7, 2024

District Contact: Liz Smith, Purchasing Supervisor [lsmith@lvmwd.com](mailto:lsmith@lvmwd.com)

## Las Virgenes Municipal Water District Instructions to Bidders

1. **Introduction.** Each bidder and its bid shall comply with these instructions to bidders and the terms and conditions provided with the bid documents.
2. **District Contact.** During the bid process the District contact will be the District Purchasing Supervisor: Liz Smith, 4232 Las Virgenes Road, Calabasas, CA 91302, [lsmith@lvmwd.com](mailto:lsmith@lvmwd.com) e-mail, 818-251-2115 phone. Any questions, technical or otherwise, pertaining to this bid must be submitted in writing and directed only to the listed District contact. Bidders, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any District employee, board member, or other agency associate for any purpose related to this request for bid other than as directed above. **Contact with anyone other than as directed above may be just cause for rejection of bid.**
3. **Requests for Information and Notifications.** All requests for information (RFI) regarding this bid must be directed to District Contact listed above and received in writing no later than Nov. 7, 2024. Requests will be addressed within 2 business days of receipt. At the end of the RFI period a summary of all RFI and responses will be posted at <https://www.lvmwd.com/the-district/departments/finance-and-administration/finance/purchasing/purchasing-formal-bids#!/> **It is the bidder's responsibility to ensure they access and review any RFI responses and resulting addendum(s) posted.** The District is not responsible to notify individual potential bidders of the availability of RFI responses and/or resulting addendum(s) beyond this notice. The District is not responsible for lost or misdirected e-mail communications. Other than directing a bidder to a specific segment of the bid documents, questions received after the RFI period has ended will not be answered.
4. **Submission of Bids.** Sealed bids are to be submitted only on the prescribed Las Virgenes Municipal Water District Bid Forms included as part of this bid package and described in the Request for Bids and must be submitted in hard copy format with a wet signature. **Bid submission deadline is Thursday, November 14, 2024; 2:00 p.m.** Bids shall be addressed and delivered to: Las Virgenes Municipal Water District, Attn: Liz Smith, 4232 Las Virgenes Road, Calabasas, CA 91302, and clearly marked **"Sealed Bid—Hydrant Check Device"** on outside of envelope. FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES. Bidders are required to submit the following information with their bid:
  - a. Completed Bid Form-Schedule (3 pages)
  - b. Manufacturer make and model of proposed product (list on Bid Form-Schedule)
  - c. Published Warranty for product bid
  - d. Product information/technical data sheet for proposed hydrant check device
  - e. Expected delivery time After Receipt of Order (ARO)Bid forms can be downloaded from the District's website: <https://www.lvmwd.com/the-district/departments/finance-and-administration/finance/purchasing/purchasing-formal-bids#!/>
5. **Modification of Bids.** A bidder may modify its bid by written communications provided such communication is received by the District prior to the closing time for receipt of bids. The written communication must not reveal the bid price but should state the addition or subtraction or other modification in such a manner that the District will not know the final prices or terms until it opens the sealed bid.
6. **Withdrawal and Return of bids.** Bids may be withdrawn without prejudice by written or telegraphic requests received from the bidder prior to the time for opening of bids, and bids so withdrawn will be returned to bidders unopened. Any bid received after the bid submission deadline shall be returned to the bidder unopened.
7. **Discrepancies.** In the case of discrepancy between unit prices and extended totals, unit prices will prevail. In the case of discrepancy between words and figures, words will prevail.
8. **Pricing.** Both unit and extended pricing shall be shown in U.S. dollar amounts with two decimal places rounded to the nearest cent.

**9. Award of Bid.**

- a. The District reserves the right to accept or reject any and all bids during the time for awarding the contract, and to waive any informality or irregularity in any bid. The District may reject any bid that does not comply with these instructions or other bid documents.
- b. Award shall be made on a comprehensive basis to one bidder based on total bid amount. At the District’s discretion, Inflation indicator may be a consideration in final award.
- c. The award of the bid, if it is awarded, shall be to the lowest responsible responsive bidder whose bid complies with the requirements of the bid documents. Bidder responsibility is determined solely by the District.
- d. It is expected that bids will be considered by the District at the regularly scheduled Board Meeting on December 17, 2024. Notice of Award, if any will occur within seven business days following the meeting. Accompanying the District’s Notice of Award will be a purchase order. The successful bidder will be required to send an order acceptance to the District within seven days following receipt of Notice of Award. Failure to do so shall be just cause for annulment of the award. In the event of failure of the lowest responsible responsive bidder to provide order confirmation to the District, the District may award to the next lowest responsible responsive bidder.

**10. Insurance Requirements.** Bidder at its’ sole cost and expense shall procure and maintain for the duration of the project the following types and minimum limits of insurance: *Strike through unnecessary coverage*

Type	Limits	Scope
General Liability (GL)	\$2,000,000 per occurrence/ \$4,000,000 aggregate	At least as broad as ISO occurrence from CG 0001
Product Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate	
Automotive Liability	\$1,000,000 per accident	At least as broad as ISO CA 0001 (code 1, any auto)
Workers Compensation	CA Statutory limits	
Employers’ Liability	\$1,000,000 per occurrence	

- a. The general and automobile liability policy(ies) shall be endorsed (consistent with Ins. Code 11580.04) to name District, its officers, employees, and agents as additional insured regarding liability arising out of the Work. Bidder’s coverage shall be primary and shall apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer’s liability. District’s insurance if any, shall be excess and shall not contribute with Bidder’s insurance.
- b. Prior to commencing the Work, Bidder shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer’s equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer’s equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), certifying the additional insured coverages.

**11. Non Collusion.** The bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same product as is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**12. Bid Specifications.** The attached specifications are intended to be descriptive of the type and quality of product the District desires to purchase. Any exceptions or substitutions to the Bid Scope & Specification must be clearly noted on Bid-Form Schedule. District reserves the right to determine if products meet equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

**13. Subcontractors.** Subcontractors are not allowed on this project.

**14. Inflation Indicator.** Bidder must state a specific set inflation indicator for annual renewal periods or state none in area provided on the bid-form schedule. Inflation indicator may be a flat percentage or based on a specific

nationally published indicator such as the Bureau of Labor Statistics Consumer Price Index or Producer Price Index. Renewals will be based on listed indicator. None indicates original pricing will be used for all renewal periods with no increase.

**15. Special Conditions.**

- a.** Bid prices shall be F.O.B. Destination, Freight Pre-paid and allowed to Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, CA 91302, or other designated address within the District's service area.
- b.** Any exceptions or modifications to the Bid Scope & Specifications or District's Standard Purchase Order Terms and Conditions (Exhibit A) proposed by bidder must be clearly noted in area provided on Bid-Form Schedule.
- c.** District has at least 90 days from the bid due date to accept bid pricing.

**Las Virgenes Municipal Water District  
Bid Form-Schedule  
Hydrant Check Device**

The undersigned states and declares as follows: that the bidder has carefully read and examined the Bid Documents; Bid Notice; Instruction to Bidders; Bid Specifications including exhibits; Bid Form-Schedule; and that the bidder will comply with the bid terms and conditions. The undersigned agrees to supply and deliver materials in strict conformity with the specifications and instructions enclosed with the Invitation for Bids for the prices set forth below in this bid schedule.

It is understood that this bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of the bid.

It is further agreed that the materials/services to be furnished under this bid shall be delivered at such time and in such quantities as called for by the Las Virgenes Municipal Water District.

Materials/Services to be furnished under this bid shall be delivered FOB Destination Freight Pre-Paid and Allowed to Las Virgenes Municipal Water District, Building 7, 4232 Las Virgenes Road, Calabasas, CA 91302 after receipt of order (ARO) or the specified time submitted by bidder, whichever is less.

All bidders are required to submit with their bid:

- a. Completed Bid Form-Schedule (3 pages)
- b. Published Warranty for product bid
- c. Product information/technical data sheet
- d. Expected delivery time After Receipt of Order (ARO)

The bidder's authorized officer identified below hereby declares that the representations in this bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California, and that I am duly authorized to bind this bidder to this bid.

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Bid Item No.	Quantity	Unit of Measure UOM	Description Refer to Bid Scope & Specifications for detailed description	Unit Price	Extended Price
1.	20	each	8 Bolt Hydrant x 6 Bolt Flange (stainless-steel)		
			Manufacturer & Model# Bid:		
2.	60	each	8 Bolt Hydrant x 8 Bolt Flange (stainless-steel)		
			Manufacturer & Model# Bid:		
			CA Sales Tax	9.5%	
			<b>Total Bid</b>	<b>\$</b>	

**Written Total Bid Amount:**

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**Promised delivery time in days after receipt of order:**

Initial Order \_\_\_\_\_ days

Additional Releases \_\_\_\_\_ days

**State Inflation Indicator** (refer to Instructions to Bidders Item 14 for details):

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**Notes or Exceptions:**

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Addendum Acknowledgement (if applicable):

Addendum #1  Signed: \_\_\_\_\_

Addendum #2  Signed: \_\_\_\_\_

Addendum #3  Signed: \_\_\_\_\_

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**Bidder:**

\_\_\_\_\_  
Corporate Name of Bidder Date

By: \_\_\_\_\_  
Authorized Signature Title

\_\_\_\_\_  
Print Name E-mail

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address Fax

**Las Virgenes Municipal Water District  
Stainless-Steel Hydrant Check Device**

**Overview:**

The District is seeking bids for an annual purchase order contract for the supply and delivery of wet barrel hydrant stainless-steel check devices. The initial purchase order contract period will be for one (1) year with four (4) possible one (1) year renewal periods at the District’s option. Stainless-steel hydrant checks will be purchased on an as needed basis throughout the contract period. The purpose of this bid is to ensure set pricing for the duration of the contract period, allow for expedited delivery upon order release, and secure a quantity discount.

**General Information:**

The stainless-steel hydrant check will have a max height of 3.25” and a PSI rating of 350psi. The stainless-steel hydrant check shall include gaskets and stainless breakaway bolts for the hydrant side and solid stainless-steel bolts for the bury side. Stainless checks must meet all applicable current American Water Works Association “AWWA” standards.

**Quantity:**

<b>Bid Item</b>	<b>Quantity</b>	<b>UOM</b>	<b>Description</b>
1	20	each	8 bolt hydrant x 6 bolt flange
2	60	each	8 bolt hydrant x 8 bolt flange

The list of the quantities is estimated annual quantities and not guaranteed. Actual quantities may vary while pricing shall remain firm. Orders will be released, as needed throughout the year. Minimum order release quantity will be five stainless-steel hydrant checks, and release quantities will be in increments of five.

**Exceptions:** Any exceptions or modifications to the Bid Scope & Specifications or District’s Standard Terms and Conditions (Exhibit A) must be clearly noted in the area provided on Bid-Form Schedule.

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**Specifications**  
**Stainless-Steel Hydrant Check**

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**Bid Item 1:** 6” stainless-steel check, 8 breakaway bolt, hydrant flange side x 6 solid bolt bury flange side  
**Bid Item 2:** 6” stainless-steel check, 8 breakaway bolt, hydrant flange side x 8 solid bolt bury flange side

**General.** The stainless-steel hydrant checks to be furnished under these Specifications shall comply with the special provisions included in this document. All stainless-steel hydrant checks



shall be new and ready for installation at time of delivery. Bidders are required to provide the most current manufacturer's product information, in detail, for each of the proposed hydrants.

**Style.** One-piece stainless-steel construction

**Body Material.** Stainless steel

**Size.** 6"

**Pressure Rating.** Working pressure required:

- Bid Item 1 and 2 shall have a rated working pressure of at least 350 psi and be UL/FM rated to 350 psi

**Hole Pattern.** Two different bolt hole patterns are required:

- Bid Item 1: 8-hole stainless breakaway bolt hydrant side x 6-hole solid stainless bolt bury side
- Bid Item 2: 8-hole stainless breakaway bolt hydrant side x 8-hole solid stainless bolt bury side

**Additional Conditions.**

1. **Delivery.** Initial order must be delivered within specified time submitted by bidder after receipt of order "ARO". Subsequent orders must also be delivered within a specified time submitted by bidder ARO. It is the bidder's responsibility to ensure the hydrants quoted are readily available to the District. Manufacturer lead times should be carefully considered by the bidder to ensure order releases are delivered within stated delivery times for the course of the contract.
2. **Freight.** Freight terms are FOB Destination to the District, freight pre-paid and allowed.
3. **Product Information.** Bidder must submit product information, i.e. technical data sheet, schematic, and/or cut sheet, for proposed hydrants with bid. Bidder must state manufacturer make and model number in area provided on bid schedule.
4. **Warranty.** A nationally published warranty from the manufacturer shall be submitted with a bid stating the warranty period for all components of the wet barrel fire hydrant to be furnished. Included with that warranty shall be a description of any replacement or exchange programs offered by manufacturer or distributor.
5. **Renewals.** Initial award will be for a one-year period with four possible one-year renewals. Bidders are required to submit a set percentage or inflationary indicator to be used for renewal periods.

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Purchase Order Terms and Conditions

1. **Acceptance.** By accepting this Purchase Order, Vendor agrees to comply with these terms and conditions. Vendor shall sell and deliver, and Las Virgenes Municipal Water District (the "District") shall purchase, the goods, material and/or items described above (the "Goods"). The Goods must comply with this Purchase Order and the notice inviting bids and information to bidders, (if any). The Goods shall be new (unless stated otherwise on this Purchase Order), sold and purchased at prices set forth above.
2. **Delivery.** Vendor's carrier shall deliver the Goods FOB at the location set forth above. Vendor to pay all freight costs unless otherwise noted on front of Purchase Order; FOB Destination Freight Prepaid and Allowed. Goods shall be delivered no later than the date set forth above. Time is of the essence. Any delivery of Goods prior to issuance of a Purchase Order shall be at the Vendors sole risk. The District will not be obligated to return or pay for any Goods delivered without a Purchase Order. It will be the Vendors responsibility to pick up any Goods delivered without a Purchase Order.
3. **Compliance with Law.** The design and manufacture of the Goods shall comply with all applicable federal, state and local laws and regulations.
4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.
5. **Risk of Loss.** Vendor shall bear the risk of loss of or damage to Goods until such time as District takes actual possession of Goods by moving them from the point of delivery.
6. **Substitutions.** No substitution will be permitted without the written consent of District. If Vendor proposes any substitution, Vendor guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance, and ease of installation to the Goods originally specified.
7. **Changes.** District, by written order, may delete Goods to be supplied under this Purchase Order, and the Purchase Order price will be equitably reduced and the Purchase Order shall be modified in writing accordingly. District, by written order, may order an increase in Goods to be supplied, and the Purchase Order price will be equitably increased. If unit prices are stated, the reduction or increase shall be calculated at the unit prices stated in the Purchase Order. If no unit prices are stated, Vendor shall promptly, at the request of District, quote prices, and District shall promptly accept or reject the quote.
8. **Blanket or Annual Purchase Orders.** For Blanket or Annual Purchase Orders, the quantity amounts reflect estimated needs of the District for the term of the order and actual quantity purchased may vary higher or lower.
9. **Inspection and Testing.** All Goods will be subject to final inspection and approval after delivery. Payment for the Goods will not constitute final acceptance. Vendor at its cost shall remove and replace any Goods that District designates as nonconforming or defective. District's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of the Purchase Order.
10. **Indemnification.** Vendor shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, lawsuits, administrative proceedings, arbitrations, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of breach of this Purchase Order or negligent or wrongful act of Vendor. This indemnification provision shall not apply to claims, liability, loss or damage caused by the sole negligence or willful misconduct of District.
11. **Warranty.** Vendor warrants that all Goods and related services to be supplied by it under this Purchase Order are fit and sufficient for the purpose intended; that all Goods and related services will conform to the specifications, drawing samples or other descriptions specified by the District; that the Goods are new, merchantable, good quality and free from defects (whether patent or latent) in material and workmanship; that all workmanship and Goods to be provided are of the best grade and quality; and, that it has good and clear title to all Goods to be supplied by it and the same are free and clear from all liens, encumbrances and security interests. For a period of one year after delivery of the Goods, Vendor shall at its own expense replace or repair defective Goods at the request of District.
12. **Payment.** Payment will be made within 30 days after receipt of a properly prepared invoice or receipt of goods, whichever is later. District may withhold 10% of the price until the Goods are installed, tested, and operating. District shall pay all applicable sales and use taxes. The District is not responsible for payment of any Good delivered without a valid Purchase Order in effect.
13. **Force Majeure.** Except for defaults of Seller's subcontractors at any tier, neither District nor Vendor shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the party whose performance is so affected shall so notify the other party's authorized representative in writing and, at District's option, this Purchase Order shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience.
14. **Termination.** District may terminate this Purchase Order at any time with or without cause and such termination shall not constitute default. In the event of partial termination, Vendor is not excused from performance of the non-terminated balance of work under this Purchase Order. The District shall pay the vendor for any portion of the order that is completed prior to termination.
15. **Integration.** This Purchase Order constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior and contemporaneous negotiations, representations and agreements, either oral or written, that may be related to the subject matter of this Purchase Order, except those other documents that are expressly referenced in this Purchase Order.
16. **Severability.** If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Waiver.** The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Purchase Order shall not be deemed a waiver with respect to any subsequent default or matter. No payment by District to Vendor shall be considered or construed to be an approval or acceptance of any defective goods or any other breach or default.
18. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Purchase Order, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, litigation costs and costs of suit.
19. **Disputes.** If a dispute arises in any way arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, the aggrieved party will notify the other party of the dispute in writing within twenty days after such dispute arises and the parties will meet and confer within thirty days after delivery of such notice to attempt to resolve the dispute. If the parties are unable to resolve the dispute to their mutual, the District reserves its right to seek appropriate legal remedies.
20. **Remedies.** Except as otherwise provided herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies.
21. **Insurance.** Any vendor performing a service on District property or a District job site is required to have insurance. The District's minimum standard insurance requirements are as follows: General Liability with \$1 million per occurrence and \$2 million aggregate, Insured Autos \$1 million, and Worker's Compensation CA State Statutory Requirements. Additional insurance may be required. If so, it will be stated on front of PO or other related contract documents. Insurance certificates and endorsements specifically naming "Las Virgenes Municipal Water District, its officers, employees, and agents" as additional insured are required before any work is performed.
22. **Rentals.** For the purpose of calculating rental periods, one day is 24 hours (from time of delivery), one week is seven calendar days and one month is 30 calendar days, unless specified otherwise on the front of Purchase Order. Items are to be considered off rent at the time a pick-up is called in to vendor.
23. **Assignment.** Vendor shall not assign, sell or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the District.
24. **Modifications.** Any modifications or exceptions to these Terms and Conditions will be stated on the front of the Purchase Order.