# CITY OF ANN ARBOR INVITATION TO BID



# Fire Hydrant Automatic Flushing Units

ITB No. 4776

Due Date: August 20, 2025 at 2:00 PM (Local Time)

Public Services/Public Works

Issued By:

City of Ann Arbor Procurement Unit 301 E. Huron Street Ann Arbor, MI 48104

Copy TF 8/18/25

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#### **ATTACHMENTS**

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## INSTRUCTIONS TO BIDDERS

#### General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of three (3) Kupferle i-Series, 9800 Monitoring and Flushing Stations based on the specifications provided herein.

Any Bid which does not conform fully to these instructions may be rejected.

## Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

## Questions or Clarification / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **August 6, 2025 @ 2:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Robert West, RWest@a2gov.org Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

#### Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

#### **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **August 20, 2025 at 2:00 p.m. (Local time).** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4776 – Fire Hydrant Automatic Flushing Units

#### Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit, c/o Customer Services, 1<sup>st</sup> Floor 301 East Huron Street Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

The following forms provided within this ITB Document should be included in submitted bids.

- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance

# Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

### Award

The City intends to award to the bidder that provides the best value to the City which may include references, past experience, past performance, and qualifications.

The City may, at its sole discretion, award line-by-line or in any other manner that serves in the best interest of value to the City.

#### Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

#### **Taxes**

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

#### Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

## Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Living Wage Requirements

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

#### Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

#### Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

#### Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of any notices of intent. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by a bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

## Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## Type of Contract

A sample of the General Services Agreement is included as Appendix A. Those who wish to submit a bid to the City are required to review this sample agreement carefully. **The City will not entertain changes to its General Services Agreement.** 

The City reserves the right to award the total bid, to reject any or all bids in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

#### **Environmental Commitment**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment.

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or

services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

## INVITATION TO BID

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Living Wage requirements, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 13	DAY OF August, 2025
Core and Main, LP	Thomas Lisher
Bidder's Name	Authorized Signature of Bidder
4901 Dewitt Canton, MI 48188	Thomas Fisher
Official Address	(Print Name of Signer Above)
734-398-5950	tom.fisher@coreandmain.com
Telephone Number	Email Address for Award Notice

## LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is: \* A corporation organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of\_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts. NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC. \* A partnership, organized under the laws of the state of Florida \_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary): \* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_ **Authorized Official** \_\_\_\_\_\_ Date \_\_\_\_\_\_, 202\_ (Print) Name \_\_\_\_\_ Title \_\_\_\_\_

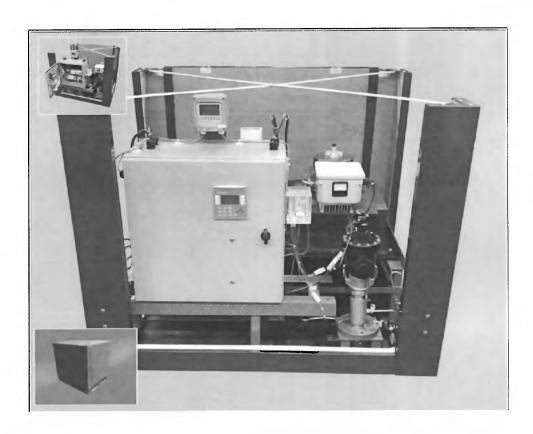
Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

## **SPECIFICATIONS**

Kupferle i-Series, 9800 Monitoring and Flushing Station with the following specifications:

- Automatic Flushing Device with 2" diaphragm, automatic fail-safe solenoid operated valve
- Built-in Water turbine charges a 24VDC battery bank
- Built-in Amperometric chlorine analyzer
- Built-in Programmable Logic Controller w/ 2 micro SD and standard SD adapters
- Approximate flow rate of 50 gpm @ 60 psi
- Locking aluminum thermal enclosure (R-9 rated). Designed to outside temperatures of -20°F
- Built-in 24VDC high performance heater with fan and redundant thermostats
- Wireless Gateway, 3-year data plan, and Upgraded PLC
- Analog 0-200.0 PSI Pressure Sensor
- Flushing station programmed to use both total chlorine and nitrite to trigger flush start and stop
- Total Chlorine M-NODE
- Turbidity M-NODE
- Nitrite M-NODE

(Kupferle i-Series, 9800 Monitoring and Flushing Station: Cold Climate, 24 VDC Hydro Recharging, DOB: STD 0', STD (Wireless Gateway, 3-year data plan, and Upgraded PLC), Analog 0-200.0 PSI Pressure Sensor; Total Chlorine - M-NODE; Turbidity - M-NODE; Nitrite - M-NODE)



## BID FORM - PRICING (PART A)

<b>VENDOR NAME:</b>	Core and Main, LP	

The bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Unit Prices must be firm for the entire term of the Contract which is anticipated to be six (6) months.

The City of Ann Arbor is seeking procurement of three (3) Kupferle i-Series, 9800 Monitoring and Flushing stations with the possibility of purchasing an additional unit for a total of four (4) units if funding permits.

		<u>UNIT P</u>	RICE BID		
Item#	Item Description	Unit	Est. Quantity	Unit Price	Total:
1	Kuperle Eclipse #9800i Genesis Units	EA	3	\$50,444.01	151,332.03
2	Frieght	EA	3	included	
3	Optional additional Kuperle Eclipse #9800i Genesis Unit	EA	1	\$50,444.01	\$50,444.01
4	Optional additional Kuperle Eclipse #9800i Genesis Unit Frieght	EA	1	included	
7	Training and Support	Hour	8	included	
	-	·		Total Costs:	\$201,776.04

The City is requesting unit pricing for an optional additional unit if desired

Delivery time after receipt of PO: 6-8 Weeks

Warranty Explanation:

Warranty on I-series units is 3 years parts/labor for any manufacturing defects.

https://hydrants.com/wp-content/uploads/2024/08/KWS-Warranty-2024.pdf

## **BID FORM – SUPPORTING DOCUMENTATION (PART B)**

In addition to the unit bid pricing	, all bidders are to provide	e supporting documentation	regarding
the follow parameters:			

• Specify Cellular Modem Technology: Bidder to provide the precise cellular technology (e.g.	g., 4G
LTE, Cat-M1, NB-IoT) and the specific model of the cellular modem integrated within the Wil	reless
Gateway.	

- Carrier Certification and Compatibility: Bidder to provide proof or a statement that the supplied Wireless Gateway is certified for operation on, or explicitly compatible with, the networks of Verizon and/or AT&T.
- Supported Cellular Frequency Bands: Bidder to provide confirmation of the specific cellular frequency bands supported by the Wireless Gateway to ensure the units can reliably connect to Verizon and AT&T networks.
- Remote Management and Diagnostic Capabilities: Bidder to provide information regarding the remote management and diagnostic features of the cellular communication component. This includes the ability to remotely monitor cellular signal strength (e.g., RSSI, RSRP), connection status, and perform basic diagnostics, which would leverage the units' "Wireless Gateway" and "Upgraded PLC" capabilities.

See attached

# **BID FORM – REFERENCES**

Please list at least three references with whom you have had similar contracts during the past three years.

1.	Company or City	Canton Township
	Contact Name	Brad Byrd
	Telephone Number	734-777 <sub>t</sub> 5058
	E-mail	brad.byrd@cantonmi.gov
2.	Company or City	City of Monroe
	Contact Name	Mark Gladieux
	Telephone Number	734-755-6448
	E-mail	mark.gladieux@monroemi.gov
3.	Company or City	City of Madison Heights
	Contact Name	Chris Woodward
	Telephone Number	248-808-0132
	E-mail	chriswoodward@madison-heights.org

## **GENERAL CONDITIONS**

#### **ESTIMATED QUANTITIES**

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

#### **DOWN PAYMENTS**

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

#### CONTRACT TERM

The pricing provided for this ITB shall be firm for six (6) months.