

J-4 Standard Purchasing Resolutions:

- a) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Storm Pump Maintenance and Emergency Repair Services

Resolution #2016-05-097-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with the option to renew for two (2) additional years for storm pump repair maintenance and emergency repair services to the sole bidder meeting specifications; *Kennedy Industries of Wixom, MI*, for an estimated total amount of \$75,000, but not to exceed budgetary limitations, at unit prices contained in the bid tabulation opened May 5, 2016; contract to expire June 30, 2021.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

CITY OF TROY
BID TABULATION
STORM PUMP REPAIR SERVICES

Vendor Name:

Kennedy Industries

Wixom, MI

PROPOSAL: Furnish all labor, tools, equipment including cranes, etc. & transportation services to provide Three (3) year requirements of Storm Pump Repair Services at various City of Troy Storm Pump Stations with ONE - Two (2) Year Renewal Option.

1. Repair Service - Mechanic Hourly Rates

Days	Times	Location	Rate	Price	Price
Mon-Fri	7am-3pm	On-Site	\$/Hour Per Man	\$ 110.00	
Mon-Fri	3pm-7am	On-Site	\$/Hour Per Man	\$ 110.00	
Saturday	All Hours	On-Site	\$/Hour Per Man	\$ 165.00	
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$ 220.00	

2. Repair Service - Machinist Hourly Rates

Days	Times	Location	Rate	Price	Price
Mon-Fri	7am-3pm	On-Site	\$/Hour Per Man	\$ 110.00	
Mon-Fri	3pm-7am	On-Site	\$/Hour Per Man	\$ 110.00	
Saturday	All Hours	On-Site	\$/Hour Per Man	\$ 165.00	
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$ 220.00	

3. Repair Service - Field Service Mechanic w/Truck Hourly Rates

Days	Times	Location	Rate	Price	Price
Mon-Fri	7am-3pm	On-Site	\$/Hour Per Man	\$ 110.00	
Mon-Fri	3pm-7am	On-Site	\$/Hour Per Man	\$ 110.00	
Saturday	All Hours	On-Site	\$/Hour Per Man	\$ 165.00	
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$ 220.00	

4. Replacement Parts Pricing

Discount off price list:

NA

Price List No.:

NA

Parts Price List Attached: Y/N

NA

Markup/Markdown:

15%

Response Time

2 hours

Location of Repair Facility:

4975 Holtz Drive Wixom, MI

Contact Information

Contact Information: 24-hour Phone No.

248.684.1200

Hours of Operation

6am-5pm

Contact Person

Mike Horn

Site Inspection Y/N

N

Date

NA

Insurance

Y

Exceptions

Blank

Signature Page

Y

Acknowledgements

Y

References

Y

ATTEST:

Ashely Levin

Enna Bachelor

Sue Reisterer

Denotes: Sole Bidder meeting specifications.

MaryBeth Murz,
Purchasing Manager

Standard Purchasing Resolution 2: – Sole Bidder Meeting Bid Specifications – Storm Pump Repair Maintenance and Emergency Repair Services

RESOLVED, That Troy City Council hereby awards a three (3) year contract with the option to renew for two (2) additional years for storm pump repair maintenance and emergency repair services to the sole bidder meeting specifications; *Kennedy Industries of Wixom, MI*, for an estimated total amount of \$75,000, but not to exceed budgetary limitations, at unit prices contained in the bid tabulation opened May 5, 2016; contract to expire June 30, 2021.

BE IT FURTHER RESOLVED, that the award is contingent upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

PURCHASE ORDER

No. 2016-00001564

DATE: 05/26/2016

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

VENDOR NO. 103325

Vendor

KENNEDY INDUSTRIES INC
4975 HOLTZ DRIVE
WIXOM, MI 48393

EXPIRATION DATE

06/30/2017

COUNCIL RESOLUTION

2016-05-097-J-4a

COPY

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Storm Pump Maintenance & Emergency Repair Services for a THREE (3) year Contract with the option to renew for TWO (2) additional years for storm pump repair maintenance and emergency repair services to be performed on an as needed basis as per all bid specifications ITB-COT 16-24; not to exceed annual budgetary limitations; as per the direction of Kurt Bovensiepe, DPW Manager. 248 524 3489.	75,000.0000	\$75,000.00

Entered By: MaryBeth Murz

\$75,000.00

Special Instructions:

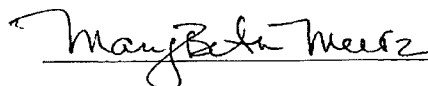
CITY COUNCIL AWARD DATE: 5/23/2016. Certificate of Insurance and Endorsement shall be on file for duration of Contract. YEAR ONE of a potential FIVE YEAR Contract.

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
- In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
- Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



Vendor Name:

Kennedy Industries

Wixom, MI

PROPOSAL: Furnish all labor, tools, equipment including cranes, etc. & transportation services to provide Three (3) year requirements of Storm Pump Repair Services at various City of Troy Storm Pump Stations with ONE - Two (2) Year Renewal Option.

1. Repair Service - Mechanic Hourly Rates

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Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$ 220.00

2. Repair Service - Machinist Hourly Rates

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Saturday	All Hours	On-Site	\$/Hour Per Man	\$ 165.00
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$ 220.00

4. Replacement Parts Pricing

Discount off price list:	NA
Price List No.:	NA
Parts Price List Attached: Y/N	NA
Markup/Markdown:	15%
Response Time	2 hours
Location of Repair Facility:	4975 Holtz Drive Wixom, MI
Contact Information	
Contact Information: 24-hour Phone No.	248.684.1200
Hours of Operation	6am-5pm
Contact Person	Mike Horn
Site Inspection Y/N	N
Date	NA
Insurance	Y
Exceptions	Blank
Signature Page	Y
Acknowledgements	Y
References	Y



CITY COUNCIL AGENDA ITEM

Date: May 19, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Kurt Bovensiepe, Public Works Manager
Ashely Levin, Project Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Storm Pump Maintenance and Emergency Repair Services

History

- Storm pump stations assist in removing storm water from areas where gravity cannot properly drain the water.
- Storm water flows through detention ponds, which then enters into storm pump stations. The storm pump station retains and then releases storm water at a measured rate into the storm system to prevent flooding.
- The City of Troy has 11 storm pump stations in which the Streets Division maintains and repairs.
- Each of the 11 storm pump stations have varying manufacturers, parts, sizes and ages which can require different equipment and parts for repairs.
- Because the storm pumps system is aging, timely repairs and regular preventive maintenance is crucial to preventing flooding of the storm system.
- This contract will allow for the wide variety of pump stations to be repaired *and* maintained on as needed basis without having to store and inventory the different equipment and parts necessary for each pump.

Purchasing

On May 5, 2016, a bid opening was conducted for Storm Pump Repair Services. One (1) bid response was received. This bid was also posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	81
Troy Companies notified via MITN	0
Troy Companies - Active email Notification	0
Troy Companies - Active Free	0
Companies that viewed the bid	11
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

1 HRC



CITY COUNCIL AGENDA ITEM

Date: May 19, 2016

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From: MaryBeth Murz, Purchasing Manager
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CITY COUNCIL AGENDA ITEM

Financial

Funds for Storm Pump Repair and Emergency Repair Services are available in the Streets and Drains Division's Operating Budget.

Recommendation

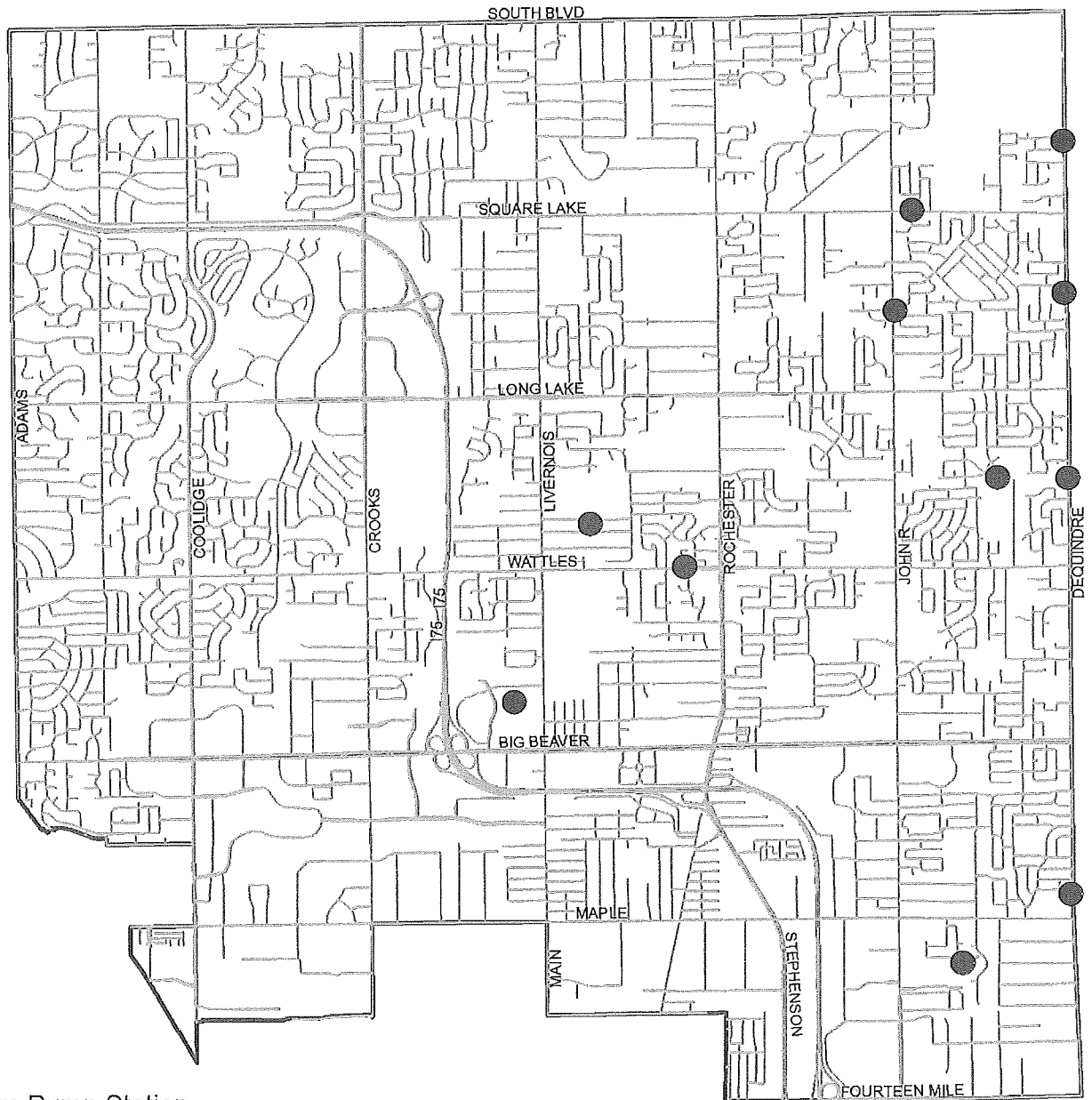
City management recommends awarding a three (3) year contract with the option to renew for two (2) additional years to the sole bidder meeting specifications; *Kennedy Industries of Wixom, MI* for an estimated total cost of \$75,000 per year at unit prices contained in the bid tabulation opened May 5, 2016 with all expenses not to exceed budgetary limitations, expiring June 30, 2021.

City of Troy Storm Pump Stations



Date: 3/10/2016

● Storm Pump Station



**CITY OF TROY
BID PROPOSAL**

ITB-COT 16-24

Page 1 of 7

The undersigned proposes to **FURNISH LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE THREE-YEAR REQUIREMENTS OF STORM PUMP REPAIR AND EMERGENCY REPAIR SERVICES AT VARIOUS CITY OF TROY STORM PUMP LOCATIONS WITH ONE TWO-YEAR RENEWAL OPTION**, in accordance with the attached specifications and drawings to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Kennedy Industries

PROPOSAL: PUMP REPAIR SERVICES

1. Repair Service – Mechanic Hourly Rates:

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 110 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 110 /Hour Per Man
Saturday	All Hours	On-Site	\$ 165 /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ 220 /Hour Per Man
Per above rates	All Hours	Off-Site	\$ /Hour Per Man

2. Repair Service – Machinist Hourly Rates:

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 110 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 110 /Hour Per Man
Saturday	All Hours	On-Site	\$ 165 /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ 220 /Hour Per Man
Per above rates	All Hours	Off-Site	\$ /Hour Per Man

3. Repair Service – Field Service mechanic with Service Truck Hourly Rates:

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 110 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 110 /Hour Per Man
Saturday	All Hours	On-Site	\$ 165 /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ 220 /Hour Per Man

4. Replacement Parts Pricing

A discount of N/A % will be given on all parts. Parts Price List N/A ;
Dated N/A will be used. Parts Price List attached and marked N/A for
identification.

If parts price lists are not available, a markup / markdown of 15% will be added or
(+ or -)
subtracted from your company's elected price structure which may be verified by invoices or
your company's computer generated parts list.

REPLACEMENT PARTS AS LISTED WILL BE USED FOR AWARD PURPOSES.

The unit price quoted above should match the cost provided in the parts price list taking the quoted discount.

Response Time: Within 2 hours after a telephone request for service.

LOCATION OF REPAIR FACILITY:

Address 4975 Holtz Drive

City Wixom

State Michigan Zip 48393

ESTIMATED QUANTITIES: Quantities stated are estimated and will be use for award purposes only. The City will not be penalized for usage that is greater than or less than the stated annual usage. The City of Troy will only pay for work completed and approved at the rates as quoted.

DESCRIPTIVE LITERATURE: Please attach to your bid proposal any pertinent descriptive material relevant to items bid.

IMPORTANT NOTE: It is assumed that most work will require a minimum two (2)-man crew; therefore, for award purposes all hourly rates will be multiplied by two. If for any reason, a one-man crew is sent to provide service, the company may only charge for the number of persons and hours that are provided. The City reserves the right to deduct invoice charges that do not match service provided. In making an award, the estimated number of hours stated during a typical year for Items #1 and #2 multiplied by the regular time rate will be used, using the above stated criteria.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company. **Please, print.**

COMPANY: YCUA
ADDRESS: 2777 State Road CITY: Ypsilanti ZIP: 48198
TELEPHONE: (734) 484-4600 CONTACT: Stacy Reynolds
EMAIL: sreynolds@ycua.org

COMPANY: Oakland County WRC
ADDRESS: 4860 Pontiac Lake Rd CITY: Waterford ZIP: 48328
TELEPHONE: (248) 618-9690 CONTACT: Dave Brown
EMAIL: browndav@oaklandgov.com

COMPANY: City of Muskegon
ADDRESS: 1350 E. Keating CITY: Muskegon ZIP: 49442
TELEPHONE: (231) 724-6988 CONTACT: Dave Baker
EMAIL: dave.baker@shorelinecity.com

MANDATORY: THE SUCCESSFUL BIDDER(S) MUST HAVE EXPERIENCE WORKING WITH THE TYPES OF PUMPS SPECIFIED IN THE SCOPE OF WORK

Kennedy Industries has 57 (#) years of experience working with these types of pumps.
(Company Name)

DEFINITION OF HOURLY TIME CHARGES: Regular time charges are to be defined as any time between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday with the exception of the following Holidays: New Years Eve Day, New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Overtime will be defined as any other time not specified above.

COMPANY NAME: Kennedy Industries

AWARD: The evaluation and award of this bid shall be a combination of factors, including but not limited to cost, professional competence, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

COMPANY OVERVIEW: Vendor shall provide with bid proposal a company overview which includes the following information: Business description, services the company is capable of providing, list of pump manufacturers/types for which the vendor can provide services, list of vendor owned equipment to be used for pump repairs.

DOWNPAYMENTS AND PREPAYMENTS: Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

NOTE: The proposal submitted must contain a unit price for each pay item listed. Also, the proposal may be rejected if the bidder adds any provision. The vendor further declares that he/she has familiarized him/herself with the location of the pumps at the Troy Family Aquatic Center, and the conditions under which the pumps must be serviced. Bidder acknowledges that he has carefully examined the specifications, which he understands and accepts as sufficient for the purpose of pump repair services.

WARRANTY: The successful bidder's repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of repair.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, the local vendor is given one chance to match the low bid.

CONTACT INFORMATION:

The contractor will provide a daytime phone number and contact person, and a 24-hour phone number and contact person, along with hours of operation.

Daytime phone number ((810) 599-7019 Contact Name: Mike Horn

24-hour phone number (248) 684-1200 Contact Name: Mike Horn

Hours of operation: 6:00 am - 5:00 pm

SITE INSPECTION:

All bidders should examine the sites to determine the amount of work to be done in accordance with the work specified. If a bidder does not inspect the pumps that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Mike Sackner, Streets Division Supervisor, 248-524-3401 to schedule an appointment.

() Our company has inspected the pumps Inspection Date: _____

(x) Our company did not inspect the pumps

COMPANY NAME: Kennedy Industries

PURCHASE ORDER: The purchase order(s) issued from the City of Troy will create a bilateral contract between the parties, and commit the successful bidder(s) to perform the contract in accordance with specifications.

SUBCONTRACTORS: The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder(s) and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found, to the satisfaction of the designated City representative.

DELIVERY: All items are to be F.O.B. delivered, freight paid, to various City of Troy locations as specified in the Scope of Work.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

WARRANTY: Bid responses shall include a detailed description of warranties offered in conjunction with the work performed under the contract to be awarded.

INSURANCE: Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

☒ (X) We can meet the specified insurance requirements.

☐ () We cannot meet the specified insurance requirements.

☐ () We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

☐ () Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

COMPANY NAME: Kennedy Industries

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements **SHALL** be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be *Additional Insureds*: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

COMPANY NAME: Kennedy Industries

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. *The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder* or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Kennedy Industries

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder(s) whose prices shall remain firm in accordance with the following provisions. The contract period shall commence on the date of award and expire three calendar years later with an option to renew for one (1) additional two-year period based upon mutual consent of both parties within ninety (90) days of contract termination. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The City will consider an increase for labor rates should the renewal option for the contract be exercised. The contractor must submit a request in writing to increase labor rates for the renewal period within ninety (90) days of contract termination. If approved, the price increase for labor rates will be honored by the contractor for the entire renewal period.

Parts prices shall be in accordance with the manufacturer's current price list or the company's current computer generated price list and firm discount quoted. The City of Troy requests firm prices for one-year. A new price list maybe submitted annually for review by the designated City representative after this period. Any price list changes will require 30 days notice. The City will have the option of accepting the new price list, or canceling the purchase order and re-bidding the contract. Parts lists will be required to be on file at the offices of the City of Troy; or if a parts list is not available, the manufacturer's invoiced price with a markup or markdown may be used. Verification of the invoiced price may be required by the City of Troy at the City's discretion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  _____

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID#: 38-1743607

COMPANY NAME: Kennedy Industries

ADDRESS 4975 Holtz Drive CITY Wixom STATE MI ZIP 48393

PHONE NUMBER (248) 684-1200 FAX NUMBER (248) 684-6011

REPRESENTATIVE'S NAME Mark Hemeyer
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

PAYMENT TERMS: Net 30 WARRANTY: See enclosed terms

E-MAIL: mjh@kennedyind.com

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:

☐

Check this box if your bid is not to be broken up by item and based on an all or none award.

ACKNOWLEDGEMENT:

I, _____, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract at no cost to the City.

IMPORTANT: All City of Troy purchases require a **MATERIAL SAFETY DATA SHEET**, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

U.S. CURRENCY: All figures quoted are to be in U.S. Funds.



Pump Repair Services
Specifications

SCOPE OF WORK

REPAIR OF STORM PUMP STATION REPAIRS

The City of Troy owns and maintains 11 storm pump stations throughout the city. The pump stations vary in service life, manufacturer and condition.

Services to be provided on as needed basis for on-site pump repairs, removal, and installation at 11 locations. Site addresses and a map of the locations are attached. Contractor proposes to furnish all labor, tools, equipment, materials, transportation services, and other incidentals to provide three year requirements of pump repairs with an option to renew for one additional two-year period. Mobilization shall be included in contractor's rates. Contractor shall submit itemized invoices in accordance with the schedule of rates. Contractor shall provide back-up invoice for all subcontracted services, purchased materials, and supplies.

The successful bidder will be required to provide the City with phone numbers to provide repair services 24 hours a day, 7 days a week throughout the week. The successful bidder will respond as soon as possible to calls for services and shall be within the parameters as bid on page 1 of 7 of the Bid Proposal.

WARRANTY: Repair Work

Repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of repair.

If a pump must be removed from service for warranty repair work, all removal and installation costs shall be borne by the Contractor. Any pumps removed for repair shall be out of service for a period of no longer than seven (7) days.

INVOICING:

All invoices shall only be paid after a service is rendered. All charges, which include an hourly charge and parts, shall be clearly detailed. The City of Troy reserves the right to request a monthly summary of services provided.

REPAIR TIME CLASSIFICATIONS:

Regular time charges are to be defined as any time between the hours of 8:00 am to 5:00 PM, Monday through Friday with the exception of Holidays. Holidays are defined as the following days.

- New Years Eve Day
- New Years Day
- Easter
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Memorial Day
- Independence Day
- Labor Day

Pump Station Locations and Info

Address	Date	HP	Phase	HZ	RPM	Volts	Flamps	Pump Type	Cham
2986 Ranieri	8/29/1995	5	3	60	1150	230	15.2	Cascade	Steel
2095 E. Square Lake	6/13/2012	12	3	60	1765	230	16	Flygt Submersible	Concrete
3179 Livernois	5/31/2001	7.5	3	60	-	460	10	Flygt Submersible	Concrete
280 Randall	2/4/1999	5	1	60	1775	230	15.2	Cascade	Steel
5498 John R	-	5	3	60	1754	230	15.2	Cascade	Steel
		5	3	60	1740	-	14.8		
42015 Dequindre	5/16/1996	15	3	60	1770	230	45.6	Cascade	Steel
4500 Butler	8/27/1993	25	3	60	1765	230	62.8	Cascade	Steel
39919 Dequindre	-	3	3	60	1700	230	-	Flygt Submersible	Concrete
35201 Dequindre	-	30	3	60	1770	460	40	Cascade	Steel
		40	3	60	1185	460	52		
2314 Zenia	1/2/2007	1.5	1	60	-	230	-	Hydromatic Submersible	Concrete
4015 Chatwal Ct.	12/5/2014	1.8	1-3	-	-	230	5.2	Flygt Submersible	Concrete

Model numbers and serial numbers are not available.

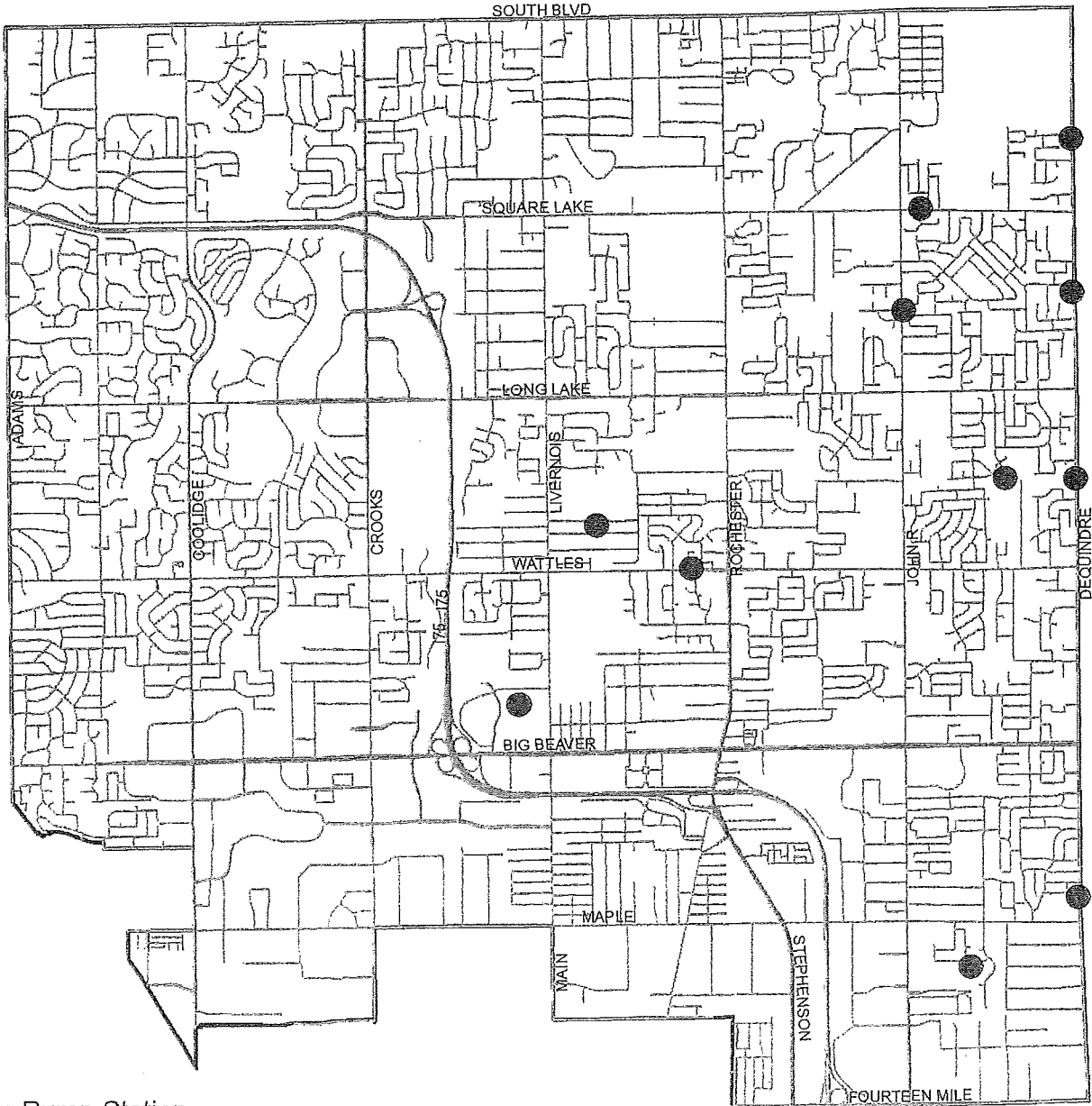
Map of Pump Station Locations

**City of Troy
Storm Pump Stations**



Date: 3/10/2016

● Storm Pump Station





Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom
Mark Hemeyer, bearing the office title of President, whose
signature is affixed to this proposal, is duly authorized to execute contracts.

~~A **partnership**, all members of which, with addresses, is:~~

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN **INDIVIDUAL**, WHO'S SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

_____	_____
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Mark Hemeyer, being duly sworn deposed, says that he/she
(Print Full Name)

is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 5th day of May, 2016 in and for OAKLAND
County.

My commission expires:

4-18-2019

HEATHER LAKE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Apr 18, 2019
ACTING IN COUNTY OF OAKLAND



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☒ **I am able to certify to the above statements.**

Kennedy Industries, Inc.

Name of Agency/Company/Firm (Please Print)

Mark Hamner President

Name and title of authorized representative (Please Print)

[Signature]

Signature of authorized representative

Date 5-5-16

☐ **I am unable to certify to the above statements. Attached is my explanation.**



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Kennedy Industries
Street Address	4975 Holtz Drive
City	Wixom
State, Zip	Michigan, 48393
Corporate I.D. Number/State	38-1743607
Taxpayer I.D. #	

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent: Mark Hemeyer

Witness Signature:

Printed Name of Witness: Mike Horn

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Mark Hameya, being duly sworn deposed, says that he
(Print Full Name)
is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

Heather Lake
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 5
day of May, 2016 in and for
Oakland County.

My commission expires:

4-18-2019

HEATHER LAKE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Apr 18, 2019
ACTING IN COUNTY OF OAKLAND



**STATEMENT OF NO BID
CITY OF TROY**

BID NUMBER: ITB-COT 16-24
TITLE: STORM PUMP REPAIR SERVICES

Please Send or Fax To:

City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS:

COMPANY:

COMPANY: _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

TITLE: _____

ADDRESS: _____

FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE:

To qualify as a respondent to the bid, the vendor must submit a bid or complete this form.

VENDOR REGISTRATION:

The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.

1. Warranty. All products (including parts and components) and repairs provided by Kennedy Industries, Inc. ("Kennedy") are warranted to be free of defects in material and workmanship for a period of one (1) year after the product is first used, or eighteen (18) months after the date of shipment, whichever period is less, provided that: (A) the repaired item(s) and/or product(s) is in the possession of the original user and has not been sold or transferred to, or is in the control of, a third-party; (B) the repaired item(s) and/or product(s) has been used properly for its intended purpose; (C) Buyer provides Kennedy with written notice of any defect within thirty (30) days from the earliest date on which the defect should reasonably have been discovered; (D) the defectively repaired item(s) and/or product(s) is returned to Kennedy in accordance with the terms of the "RETURN OF EQUIPMENT" section below, and (E) Buyer has complied with all its payment obligations to Kennedy for the parts and/or repairs in question. **ALL OTHER WARRANTIES, BOTH IMPLIED AND EXPRESS, ARE EXPRESSLY WAIVED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OTHER EXPRESS OR IMPLIED, WRITTEN OR ORAL REPRESENTATIONS MADE BY KENNEDY'S EMPLOYEES, AGENTS OR REPRESENTATIVES CAN EXPAND THE SCOPE OF THIS WARRANTY OR BE RELIED UPON BY BUYER TO EXPAND THE SCOPE OF THIS WARRANTY UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF KENNEDY. THIS WARRANTY IS NOT ASSIGNABLE OR TRANSFERABLE AND KENNEDY'S OBLIGATIONS HEREUNDER TERMINATE WHEN ANY PRODUCT IS TRANSFERRED OR SOLD TO ANY THIRD PARTY.**

2. Warranty Violations. All warranties are void if any of the following are found to have contributed to the product failure and/or defect:

- If the pump or product has been handling abrasive material;
- If the pump or product is installed in a well or sump, which is not sufficiently straight or plumb;
- If the pump or product is damaged from electrolysis, graphitization, corrosion or erosion;
- If air or vapor is allowed to enter the pump section of the product;
- If the pump or product is misaligned;
- If the pump or product is misused, operated outside of the parameters for which it was designed, or has not been installed utilizing pumping equipment installation practices per Hydraulic Institute standards; and/or
- Any other inappropriate Buyer action or inaction, such as mishandling and product abuse, improper storage, improper interfacing, operation outside of design limits, misapplication, improper repair, failure to provide necessary maintenance or unauthorized modification.

3. No Warranty for Third-Party Products. Kennedy's Warranty extends only to products assembled by it. **KENNEDY DOES NOT INDEPENDENTLY WARRANT ANY MANUFACTURER'S PRODUCTS IN ANY FASHION. PRODUCTS, PARTS OR COMPONENTS SUPPLIED BY BUYER, ANY DISTRIBUTOR, SUPPLIER, MANUFACTURER OR ANY OTHER PARTY WHICH ARE NOT ASSEMBLED BY KENNEDY, ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY. KENNEDY SHALL NOT BE LIABLE TO BUYER FOR ANY BREACH OF THOSE MANUFACTURER WARRANTIES. KENNEDY ALSO DOES NOT WARRANT ANY SOFTWARE PRODUCTS OR APPLICATIONS, WHETHER CREATED BY KENNEDY OR A THIRD PARTY.**

4. Shipping Damage. Upon receipt of any repaired items shipped to Buyer, Buyer must immediately check for any damage that may have occurred during the shipping process. To make a claim for shipping damage, Buyer must preserve all shipping materials (packaging, shipping containers, etc.) and documents and contact Kennedy's customer support within 24 hours or by the end of the next business day, whichever comes later, or all claims against Kennedy arising out of such damage are waived.

5. Return of Equipment. All Warranty repair work shall take place at Kennedy's Wixom, Michigan plant, unless otherwise agreed to in writing by Kennedy. All returns of defective products must be pre-authorized in writing by Kennedy. Products so returned shall be returned to Kennedy's Wixom, Michigan plant, with all shipping costs to be borne by Buyer. Kennedy assumes no liability for labor charges or other costs of any kind, whether direct or incidental to the adjustment, service, repairing, removal or replacement of any defective products, or for the expense of repairs made outside of Kennedy's warranty conditions. Kennedy is not responsible for providing and/or paying for the following services as they relate to a warranty claim on a repaired piece of equipment or its return and the following are the Buyer's responsibility unless otherwise negotiated and agreed to in writing by Kennedy:

- Removal of (warranty repaired) equipment/products;
- Installation of (warranty repaired) equipment/products; or
- Any transportation of equipment/products.

6. Specifications. Unless expressly stated otherwise, guarantees in the nature of performance specifications on a product manufactured by Kennedy, if any, are subject to laboratory tests corrected for field performance. Due to inaccuracies of field testing, if a conflict arises between the results of field testing conducted by or for the user, and laboratory tests corrected for field performance, the latter shall control. No equipment shall be furnished based on results of field testing, unless such tests are made in accordance with the engineering practice outlined in Section 6.1 through 6.12 (or successor provisions) of the American National Bulletin ANSI/AWWA E101, latest edition.

7. Limitation of Liability. **KENNEDY'S LIABILITY FOR DEFECTIVE PRODUCTS/SERVICES IS STRICTLY LIMITED TO THE REPAIR OR REPLACEMENT OF ANY SUCH DEFECTIVE PRODUCTS/SERVICES, AND NO OTHER CLAIMS OR DEMANDS WHATSOEVER SHALL BE IMPOSED ON KENNEDY, IRRESPECTIVE OF FAULT. ALL CLAIMS FOR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND SPECIAL DAMAGES, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS OR SERVICES, DOWNTIME, OR THE CLAIMS OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATIONS, BUYER'S CUSTOMERS OR ANY PARTIES ALLEGING INTELLECTUAL PROPERTY RIGHTS IN THE PRODUCTS, ARE EXPRESSLY WAIVED.**

8. Conflicting Terms. Any terms and conditions contained in Buyer's purchase order or request for quotation which are different from, in addition to, or vary in any way from this Warranty shall not be binding upon Kennedy unless agreed to in a separate, issue specific, written agreement signed by a corporate officer of Kennedy.

9. Jurisdiction, Venue and Arbitration. This Warranty shall be governed by Michigan law and each provision herein must be interpreted in a manner which is valid thereunder. The Oakland County Circuit Court of the State of Michigan shall be the court of exclusive jurisdiction and venue over any disputes arising out of this Warranty, any such disputes must be commenced and maintained in the said Circuit Court, and Buyer expressly waives any right of removal to federal court pursuant to 28 U.S.C. §1441. Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (A) that Buyer is not personally subject to the jurisdiction of the state and federal courts of Michigan; (B) that the venue of the action, suit or proceeding is improper; (C) that the action, suit or proceeding is brought in an inconvenient forum; or (D) that the subject matter of this Warranty may not be enforced in or by the state or federal courts of the state of Michigan. At the sole discretion and election of Kennedy, any claim or controversy arising out of or relating to this Warranty, or the alleged breach thereof, shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, latest edition, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Buyer agrees that the resolution of any claim or controversy hereunder will necessitate the testimony by Kennedy's engineers and other employees, all of whom work at Kennedy's home office in Wixom, Michigan. Buyer agrees therefore that the most convenient forum for arbitration is in Oakland County, Michigan and that if Kennedy elects to arbitrate a claim or controversy relating to the foregoing Warranty, that said arbitration shall be conducted in Oakland County, Michigan.

10. General Provisions. (A) Buyer's rights, obligations and duties under this Warranty are not assignable without the prior written consent of Kennedy and any prohibited assignment shall be void, (B) Kennedy's failure to insist upon compliance with any provision of this Warranty on one or multiple occasions does not constitute a waiver of such provision(s), (C) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by email and registered or certified mail, postage prepaid, to the other parties' last known corporate address, (D) The headings used herein are for convenience of reference only and in no way define, limit or describe any provision of this Warranty and may not be considered in the interpretation of this Warranty, and (E) If any provision of this Warranty is held by a court to be invalid, the remaining provisions shall continue in full force and effect without being invalidated; if any provision is modified by a court, it shall be modified so as to carry out the intent of this Warranty, and any provisions so modified shall be fully enforced as modified.

11. Entire Agreement. This Warranty is the entire warranty agreement between the parties. Buyer has not purchased the products or services at issue in reliance upon any promise, condition, or representation not contained within this Warranty, and this Warranty supersedes all prior and contemporaneous agreements, understandings and negotiations related to its subject matter. No waivers, modifications, amendments or changes to this Warranty shall be deemed effective unless in writing and signed by Buyer and a corporate officer of Kennedy.