

**CITY COUNCIL MINUTES**

**November 20, 2023**

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –  
Fire Extinguisher Maintenance and Service**

**Resolution #2023-11-166-J-4b**

**RESOLVED**, That Troy City Council hereby AWARDS a contract for Fire Extinguisher Maintenance and Service to the low bidder meeting specifications, Gallagher Fire Equipment of Livonia, MI, at unit prices contained in the bid tabulation opened November 9, 2023, a copy of which shall be ATTACHED to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire December 31, 2027.

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

**Ship To**  
 City of Troy  
 Building Operations  
 500 W BIG BEAVER RD  
 TROY, MI 48084

**Bill To**  
 City of Troy  
 Building Operations  
 500 W BIG BEAVER RD  
 TROY, MI 48084

**No:** 2023-90000015  
**Date:** 12/06/2023

**FOB DESTINATION**

**Entered By:** Nellie Bert

**Vendor**  
**VENDOR NO.** 117013  
 GALLAGHER FIRE EQUIPMENT  
 30895 W 8 MILE RD  
 LIVONIA, MI 48152

**CONTRACT DESCRIPTION**

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/20/2023	12/31/2024	3 Times Annually	2023-11-166-J-4b	2023-90000015	0.00

FIRE EXTINGUISHER SERVICES

FIRE EXTINGUISHER MAINTENANCE CONTRACT

To be provided as per the attached quoted pricing and as per the Bid Specifications for ITB-COT-23-37.

This is a one (1) year contract with the option to renew for three (3) 1-year periods for Fire Extinguisher Maintenance and Service. Per mutual consent of both parties.

City Council award date 11/20/2023.

Resolution #2023-11-166-J-4b. Contract expiration December 30, 2024.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
  2. 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.
  3. 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.
  4. 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.

  
 Emily Fortera  
 Purchasing Manager

VENDOR NAME:	Gallagher Fire Equipment	Johnson Controls Fire Protection LP	Cintas Fire Protection
CITY:	Livonia, MI	Farmington Hills, MI	Troy, MI

**PROPOSAL: To Furnish a necessary Materials, Labor and Equipment to provide One (1) Year requirements of Fire Extinguisher Maintenance at various City of Troy locations, fleet vehicles and emergency vehicles with three (3) One-Year Renewal options**

**PROPOSAL A: FIRE EXTINGUISHER ANNUAL MAINTENANCE & TAGGING**

ITEM #	Est. Qty	UOM	Description	Price Per Unit	Extension	Price Per Unit	Extension	Price Per Unit	Extension
1	369	UNIT	5 lb. ABC Dry Chemical Annual Inspection & tag. Vehicles located at various City of Troy Facilities.	\$4.00	\$1,476.00	\$3.50	\$1,291.50	\$5.73	\$2,114.37
2	239	UNIT	10 lb. ABC Dry Chemical Annual Inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$956.00	\$3.50	\$836.50	\$5.73	\$1,369.47
3	14	UNIT	10 lb. CO2 Annual Inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$56.00	\$3.50	\$49.00	\$5.73	\$80.22
4	5	UNIT	2.5 Gal Water Type A Annual inspection & tag Located at various City of Troy Facilities.	\$4.00	\$20.00	\$3.50	\$17.50	\$5.73	\$28.65
5	1	UNIT	10 lb. Halotron ABC Annual inspection & tag	\$4.00	\$4.00	\$3.50	\$3.50	\$5.73	\$5.73
6	1	UNIT	10 lb. Clean Guard Annual inspection & tag	\$4.00	\$4.00	\$3.50	\$3.50	\$5.73	\$5.73
7	1	UNIT	Hazmat Disposal Charge (if applicable) for each unit.	\$7.00	\$7.00	\$3.50	\$3.50	\$14.00	\$14.00
8	3	UNIT	10 lb. Purple K High Flow Annual inspection & tag. Located in various City of Troy facilities.	\$4.00	\$12.00	\$3.50	\$10.50	\$5.73	\$17.19
9	5	UNIT	20 lb. Purple K High Flow Annual inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$20.00	\$3.50	\$17.50	\$5.73	\$28.65
10	1	UNIT	Environmental Charge (if applicable) per each unit.	\$4.00	\$4.00				
11	1	UNIT	Repair of Fire Extinguishers - which includes Valve Stems, Valve Repair, Flag tampers Seals, Pull Pins, PSI Pressure Gauge, & Verification Service collar.	\$4.00	\$4.00	\$38.00	\$38.00	\$50.49	\$50.49
12	6	UNIT	9.5 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$24.00	\$3.50	\$21.00	\$5.73	\$34.38
13	3	UNIT	13 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$12.00	\$3.50	\$10.50	\$5.73	\$17.19
14	2	UNIT	6 Liter Class K Extinguisher Annual inspection & tag located, in various City of Troy Facilities	\$4.00	\$8.00	\$3.50	\$7.00	\$5.73	\$11.46
15	12	UNIT	20 lb. Dry Chemical Extinguisher Annual Inspection & tag located various City of Troy Facilities	\$4.00	\$48.00	\$3.50	\$42.00	\$5.73	\$68.76
16	8	UNIT	15 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy Facilities	\$4.00	\$32.00	\$3.50	\$28.00	\$5.73	\$45.84
17	12	UNIT	20 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy Facilities	\$4.00	\$48.00	\$3.50	\$42.00	\$5.73	\$68.76
18	20	UNIT	CO2 Extinguisher Conductivity Testing Located in various City of Troy Facilities	\$4.00	\$80.00	\$3.50	\$70.00	\$5.73	\$114.60
<b>TOTAL PROPOSAL A:</b>					<b>\$2,815.00</b>		<b>\$2,491.50</b>		<b>\$4,075.49</b>

**PROPOSAL B: PURCHASE OF FIRE EXTINGUISHERS (Price per each)**

ITEM #	Ansul Part #	Description	Price Per Unit			Price Per Unit			Price Per Unit		
			Purchase	Recharge	Hydro-Test	Purchase	Recharge	Hydro-Test	Purchase	Recharge	Hydro-Test
1	442257	5 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$60.00	\$20.00	\$40.00	\$87.00	\$47.74	\$20.00	\$101.00	\$48.00	\$70.00
2	436500	10 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$91.00	\$41.00	\$50.00	\$130.00	\$47.74	\$20.00	\$130.00	\$60.00	\$90.00
3	438735	20 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$150.00	\$60.00	\$90.00	\$80.00	\$45.10	\$20.00	\$232.00	\$90.00	\$110.00
4	431554	10 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$210.00	\$40.00	\$40.00	\$439.00	\$47.74	\$20.00	\$465.00	\$70.00	\$130.00
5	431555	15 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$275.00	\$60.00	\$40.00	\$502.00	\$47.74	\$20.00	\$538.00	\$80.00	\$140.00
6	431556	20 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$322.00	\$80.00	\$40.00	\$780.00	\$49.74	\$20.00	\$622.00	\$90.00	\$150.00
7	430847	2.5 Gal Water Extinguisher Ansul/Sentry Price per each unit	\$135.00	\$10.00	\$40.00	\$265.00	\$47.74	\$20.00	\$260.00	\$65.00	\$265.00
8	441250	10 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$145.00	\$50.00	\$40.00	\$859.00	\$172.92	\$20.00	\$400.00	\$200.00	\$250.00
9	440930	20 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$205.00	\$100.00	\$40.00	\$1,154.00	\$172.92	\$20.00	\$600.00	\$300.00	\$350.00
10	429021	9.5 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$510.00	\$300.00	\$40.00	\$1,800.00	\$172.92	\$20.00	\$1,600.00	\$400.00	\$450.00
11	429022	13 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$725.00	\$410.00	\$40.00	\$2,900.00	\$172.92	\$20.00	\$2,200.00	\$700.00	\$650.00
12	434909	6 Liter Class K Extinguisher Ansul/Sentry Price per each unit	\$295.00	\$150.00	\$40.00	\$375.00	\$172.92	\$20.00	\$600.00	\$300.00	\$330.00
<b>TOTAL PROPOSAL B:</b>			<b>\$4,984.00</b>			<b>\$10,809.14</b>			<b>\$13,136.00</b>		
<b>GRAND TOTAL PROPOSALS A &amp; B:</b>			<b>\$7,799.00</b>			<b>\$13,300.64</b>			<b>\$17,211.49</b>		

CITY OF TROY  
 BID TABULATION  
 FIRE EXTINGUISHER MAINTENANCE SERVICES

VENDOR NAME:		Gallagher Fire Equipment	Johnson Controls Fire Protection LP	Cintas Fire Protection
CITY:		Livonia, MI	Farmington Hills, MI	Troy, MI
BRANDS QUOTED:		Badges/Buckeye	Ansul	Amerex/Badger
CONTACT INFORMATION:	Hours of Operation:	24 Hours	8am - 5pm	8am - 4:30pm
	Office No.	248-477-1540	248-427-5050	248-817-3800
	Contact Name:	Roger Behow	Jason Rudd	Rachael Edwards
	24 Hour Emergency Phone No.	1-800-452-1540	1-800-343-9797	248-817-3800
REFERENCES:	Y or N	Y	Y	Y
INSURANCE MET:	Y or N	Y	Y	Y
PAYMENT TERMS:		Net 30	Net 30	Net 30
WARRANTY:		1 Year	Not Specified	Not Specified
DELIVERY:		FOB	Electronic	Not Specified
EXCEPTIONS:		None	None	We have a \$49.05 service charge that will apply to each site. There will only be one service charge per address. It will not affect the price of the fire extinguisher maintenances/ inspections/new units/recharges
ACKNOWLEDGEMENT:	Y or N	Y	Y	Y
FORMS:	Y or N	Y	Y	Y

Attest:  
 (\*Bid Opening conducted via Zoom)  
Dennis Trantham  
Andrew Chambliss  
Nellie Bert  
Martinique Gates

Emily Frontera  
 Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 23-37

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The undersigned proposes to FURNISH ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT TO PROVIDE ONE (1) YEAR REQUIREMENTS OF FIRE EXTINGUISHER TESTING & MAINTENANCE AT VARIOUS CITY OF TROY LOCATIONS, FLEET VEHICLES and EMERGENCY VEHICLES WITH THREE (3) ONE-YEAR RENEWAL OPTIONS, in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Gallagher Fire Equipment

**FIRE EXTINGUISHER MAINTENANCE TO INCLUDE:** Inspections, certification, general maintenance and purchases as needed in accordance with the attached specifications at the unit prices provided by your company in response to this bid proposal. Please see attached documents for specifications & locations.

**Note:** Prices are Per Unit and shall include ALL charges. No additional charges for delivery, handling, fuel, trucks, travel time and minimum service charges will be accepted.

**PROPOSAL A: FIRE EXTINGUISHER ANNUAL TESTING, MAINTENANCE & TAGGING**

Item #	Est Quantity	UOM	Description	Price Per Unit	Extension
1	369	UNIT	5 lb. ABC Dry Chemical Annual Inspection & tag. Vehicles located at various City of Troy Facilities.	\$ 4.00	1,584 <sup>00</sup>
2	239	UNIT	10 lb. ABC Dry Chemical Annual Inspection & tag. Located at various City of Troy Facilities.	\$ 4.00	956 <sup>00</sup>
3	14	UNIT	10 lb. CO2 Annual Inspection & tag. Located at various City of Troy Facilities.	\$ 4.00	56 <sup>00</sup>
4	5	UNIT	2.5 Gal Water Type A Annual inspection & tag. Located at various City of Troy Facilities.	\$ 4.00	20 <sup>00</sup>
5	1	UNIT	10 lb. Halotron ABC Annual inspection & Tag	\$ 4.00	4 <sup>00</sup>
6	1	UNIT	10 lb. Clean Quad Annual inspection & tag	\$ 4.00	4 <sup>00</sup>
7	1	UNIT	Hazmat Disposal Charge (if applicable) for each unit.	\$ 7.00	7 <sup>00</sup>
8	3	UNIT	10 lb. Purple K High Flow Annual inspection & tag. Located in various City of Troy facilities.	\$ 4.00	12 <sup>00</sup>
9	5	UNIT	20 lb. Purple K High Flow Annual inspection & tag. Located at various City of Troy Facilities.	\$ 4.00	20 <sup>00</sup>
10	1	UNIT	Environmental Charge (If applicable) per each unit.	\$ 4.00	4 <sup>00</sup>
11	1	UNIT	Repair of Fire Extinguishers - which includes Valve Stems, Valve Repair, Flag tamperers Seals, Pull Pins, PSI Pressure Gauge, & Verification Service collar.	\$ 4.00	4 <sup>00</sup>
12	6	UNIT	9.5 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$ 4.00	24 <sup>00</sup>
13	3	UNIT	13 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$ 4.00	12 <sup>00</sup>

**PROPOSAL A: FIRE EXTINGUISHER ANNUAL TESTING, MAINTENANCE & TAGGING (Continued)**

Item #	Est Quantity	UOM	Description	Price Per Unit	Extension
14	2	UNIT	6 Liter Class K Extinguisher Annual inspection & tag located, in various City of Troy facilities	\$ 4.00	8 <sup>00</sup>
15	12	UNIT	20 lb. Dry Chemical Extinguisher Annual Inspection & Tag located various City of Troy facilities	\$ 4.00	48 <sup>00</sup>
16	8	UNIT	15 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy facilities	\$ 4.00	32 <sup>00</sup>
17	12	UNIT	20 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy facilities	\$ 4.00	48 <sup>00</sup>
18	20	UNIT	CO2 Extinguisher Conductivity Testing Located in various City of Troy facilities	\$ 4.00	80 <sup>00</sup>

**PROPOSAL B: PURCHASE OF FIRE EXTINGUISHERS (Price per each)**

Item #	Ansul Part #	Description	Purchase Price Per Unit	Recharge Price Per Unit	Hydro-Test Price Per Unit
1	442257	5 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$ 60 <sup>00</sup>	\$ 20 <sup>00</sup>	\$ 40 <sup>00</sup>
2	436500	10 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$ 91 <sup>00</sup>	\$ 41 <sup>00</sup>	\$ 50 <sup>00</sup>
3	438735	20 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$ 150	\$ 60 <sup>00</sup>	\$ 90 <sup>00</sup>
4	431554	10 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$ 210 <sup>00</sup>	\$ 40 <sup>00</sup>	\$ 40 <sup>00</sup>
5	431555	15 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$ 275 <sup>00</sup>	\$ 60 <sup>00</sup>	\$ 40 <sup>00</sup>
6	431556	20 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$ 322 <sup>00</sup>	\$ 80 <sup>00</sup>	\$ 40 <sup>00</sup>
7	430847	2.5 Gal Water Extinguisher Ansul/Sentry Price per each unit	\$ 135	\$ 10 <sup>00</sup>	\$ 40 <sup>00</sup>
8	441250	10 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$ 145 <sup>00</sup>	\$ 50 <sup>00</sup>	\$ 40 <sup>00</sup>
9	440930	20 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$ 205 <sup>00</sup>	\$ 100 <sup>00</sup>	\$ 40 <sup>00</sup>
10	429021	9.5 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$ 510 <sup>00</sup>	\$ 300 <sup>00</sup>	\$ 40 <sup>00</sup>
11	429022	13 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$ 725	\$ 410 <sup>00</sup>	\$ 40 <sup>00</sup>
13	434909	6 Liter Class K Extinguisher Ansul/Sentry Price per each unit	\$ 295 <sup>00</sup>	\$ 150 <sup>00</sup>	\$ 40 <sup>00</sup>

BRANDS QUOTED: Badger / Buckeye

**UNIT PRICES:** Unit prices prevail. The City of Troy Purchasing Department will correct all extension errors.

COMPANY NAME: Gallagher Fire

**QUANTITIES:**

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fit its need. Buildings, services or extinguishers may be added or deleted to the list during the contract term per the unit price and material of the contract. If the City requires changes, the City will negotiate the cost of such changes with the awarded bidder. If such negotiations fail, the City may delete the subject facility from the contract and issue a separate bid for the facility.

**INFORMATION:**

For additional general information or questions about the specifications please contact Mr. Dennis Trantham, Deputy Public Works Director at 248.524.3503 or [Dennis.Trantham@troymt.gov](mailto:Dennis.Trantham@troymt.gov) between the hours of 8:00 A.M. – 4:30 P.M. Monday through Friday.

**SCHEDULING OF MAINTENANCE CALLS:**

It will be the successful bidder's responsibility to call the designated department representative and make an appointment to perform the fire extinguisher maintenance herein.

**DELIVERY:** All materials are to be F.O.B. delivered, freight paid to the location(s) in the City of Troy in accordance with the attached specifications.

**ADDITIONS AND DELETIONS:**

The City may add or delete fire extinguishers at various locations, as necessary during the contract term. If the City requires changes, the City will negotiate the cost of such changes with the awarded bidder. If such negotiations fail, the City may delete the subject facility from the contract and issue a separate bid for the facility.

**CONTACT INFORMATION:**

Hours of operation: 24 HRS Office No. 248-477-1540  
Contact Name: Roger Bebow  
24 Hour Emergency Phone No. 800 452 1540 for Service

**REFERENCES:**

The City of Troy requires that your company list at least three comparable entities who have recently had similar work performed by your company. References must be similar in size and scope to the type of work described in this bid proposal.

COMPANY: City of Livonia  
ADDRESS: \_\_\_\_\_  
PHONE: 586.703.7772 CONTACT: Arnold Palis  
EMAIL: \_\_\_\_\_

COMPANY: UTICA Community Schools  
ADDRESS: \_\_\_\_\_  
PHONE: 586.797.7134 CONTACT: Kaizen  
EMAIL: \_\_\_\_\_

COMPANY: Warren Schools  
ADDRESS: \_\_\_\_\_  
PHONE: 586-698 4574 CONTACT: Peggy  
EMAIL: \_\_\_\_\_

COMPANY NAME: Callagher Fire Equipment

**AWARD:**

It is the intent of the City to award a single contract to the lowest responsible bidder for Fire Extinguisher Testing & Maintenance Services but reserves the right to qualify one Primary and one Secondary contractor. In the event the Primary contractor does not respond to requests for service under the terms of the contract, the Secondary contractor will be contacted. If necessary, the City of Troy reserves the right to consider the Primary contractor in default of contract, and to award the entire contract to the Secondary contractor at their bid prices, and in accordance with terms and conditions of this bid proposal.

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 total responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; to award the bid in whatever manner is deemed to be in the best interests of the City of Troy.

**DOWNPAYMENTS OR PREPAYMENTS:**

Any bid received which requires a down payment or prepayment for services to be performed prior to work completion and acceptance as being in conformance with specifications will not be considered for award.

**LOCAL PREFERENCE:**

If the bid of a local vendor, one who pays taxes to Troy, is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid, all other provisions being equal.

**PURCHASE ORDER:**

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

**CONTRACT TERMINATION:**

The City of Troy shall reserve the right to terminate the contract **without penalty** upon 7 days written notice due to poor performance or for any reason deemed to be in its best interest. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City of Troy reserves the right to re-award or re-bid the contract in whatever manner is deemed to be in its best interest.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**CONTRACT FORMS:**

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

COMPANY NAME: Gallagher Fire Equipment



**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.

- 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.

**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.

COMPANY NAME: Gallagher Fire Equipment

**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

**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: Gallagher Fire Equipment

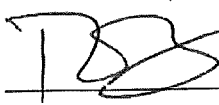
**SIGNATURE PAGE**

**PRICES:** Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for one (1) year from date of award. The one-year contract may be extended through mutual consent of both parties for up to three (3) 1-year renewal options under the same terms and conditions. A request by City Staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a purchase order issued.

The successful bidder(s) may request an increase in the original proposed rates at the beginning of each option year not to exceed the current State of Michigan Dept of Treasury Inflation Rate Multiplier (IRM). The successful bidder(s) must designate what portion of the contract (labor or materials) is causing the request for increase. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

**Note:** The City may determine the price list is incomplete during the contract period. The City reserves the right to request additional prices for items not currently on file and the price submitted will be firm for one year from the date received.

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: 38-304-1355

COMPANY: Gallagher Fire Equipment

ADDRESS: 30895 W 8 Mile CITY: Livonia STATE: MI ZIP: 48152

TELEPHONE #: 248-477-1540 FAX #: 248-477-1219

REPRESENTATIVE'S NAME: Roger Bebow  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_



PAYMENT TERMS Net 30 WARRANTY: 1 YEAR

E-MAIL: roger.bebow@fireinspectors.com DELIVERY: FOB

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:**

I, Roger Bebow, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_



**IMPORTANT:** All City of Troy purchases require a MATERIAL SAFETY DATA SHEETS, where applicable, in compliance with the MIOSHA "Right to Know" Law.

**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.

**U.S. FUNDS:** All prices quoted are to be in U.S. currency.



## **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 Roger Behow, bearing the office title of General manager, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

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

---

**AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:**

---



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

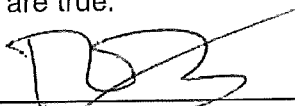
Roger Babow being duly sworn deposed, says that he/she

(Print Full Name)

is General manager. 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

Pamela Soloway  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 7 day of NOVEMBER 2023 in  
and for Wayne County.

My commission expires:  
6-8-29

PAMELA SOLOWAY  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jun. 08, 2029  
Acting in the County of Wayne



**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.

Gallagher Fire Equipment

Name of Agency/Company/Firm (Please Print)

Roger Bobow

Name and title of authorized representative (Please Print)

Signature of authorized representative

11-7-2023

Date

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	Gallagher FIRE Equipmen <sup>t</sup>
Street Address	30895 W 8 Mile
City	Livonia
State, Zip	MI 48152
Corporate I.D. Number/State	38-304-1355
Taxpayer I.D. #	38-304-1355

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: Roger Bobow

Witness Signature: 

Printed Name of Witness: Alan Ross



**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of Gallagher Fire (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Gallagher Fire and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

BIDDER: 

By: Roger Bobow

Its: General Manager

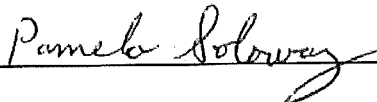
STATE OF MICHIGAN

)ss.

COUNTY OF Wayne)

PAMELA SOLOWAY  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jun. 08, 2029  
Acting In the County of Wayne

This instrument was acknowledged before me on the 7 day of November, 2023, by







500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: November 14, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Dee Ann Irby, Controller  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Deputy Public Works Director  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Fire Extinguisher Maintenance and Service

## History

- The Facilities Division is responsible for the installation and inspection of all life safety equipment within the various facilities.
- Annually, all fire extinguishers go through a third-party inspection and testing as required by law.
- In the past this service was completed by acquiring three quotes as the annual expenses did not exceed the \$10,000 threshold.
- To allow for the ease of purchasing and servicing the fire extinguishers as needed, improved delivery, and to secure the best pricing, a request for bid was solicited.

## Purchasing

On November 9, 2023, a bid opening was conducted as required by the City Charter and Code for a one (1) year contract with the option to renew for three (3) 1-year periods for Fire Extinguisher Maintenance and Service. The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com//city-of-troy-mi](http://www.bidnetdirect.com//city-of-troy-mi). One hundred forty-seven vendors were notified via the MITN website. Three bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	147
Troy Companies notified via MITN	8
Troy Companies notified Active email Notification	8
Troy Companies - Active Free	0
Companies that viewed the bid	11
Troy Companies that viewed the bid	2

**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.

After review of the bid responses, *Gallagher Fire Equipment of Livonia, MI* is the low bidder meeting specifications. Testing and maintenance will be performed annually and purchases of new and replacement fire extinguishers will be on an as needed basis.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds are available in various division operating budgets.

### **Recommendation**

City Management recommends awarding a one (1) year contract with an option to renew for three (3) additional one (1) year terms for Fire Extinguisher Maintenance and Service to *Gallagher Fire Equipment of Livonia, MI* at unit prices contained in the bid tabulation opened November 9, 2023; not to exceed budgetary limitations; contract to expire December 31, 2027.

CITY OF TROY  
 BID TABULATION  
 FIRE EXTINGUISHER MAINTENANCE SERVICES

VENDOR NAME:	Gallagher Fire Equipment	Johnson Controls Fire Protection LP	Cintas Fire Protection
CITY:	Livonia, MI	Farmington Hills, MI	Troy, MI

**PROPOSAL: To Furnish a necessary Materials, Labor and Equipment to provide One (1) Year requirements of Fire Extinguisher Maintenance at various City of Troy locations, fleet vehicles and emergency vehicles with three (3) One-Year Renewal options**

**PROPOSAL A: FIRE EXTINGUISHER ANNUAL MAINTENANCE & TAGGING**

ITEM #	Est. Qty	UOM	Description	Price Per Unit	Extension	Price Per Unit	Extension	Price Per Unit	Extension
1	369	UNIT	5 lb. ABC Dry Chemical Annual Inspection & tag. Vehicles located at various City of Troy Facilities.	\$4.00	\$1,476.00	\$3.50	\$1,291.50	\$5.73	\$2,114.37
2	239	UNIT	10 lb. ABC Dry Chemical Annual Inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$956.00	\$3.50	\$836.50	\$5.73	\$1,369.47
3	14	UNIT	10 lb. CO2 Annual Inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$56.00	\$3.50	\$49.00	\$5.73	\$80.22
4	5	UNIT	2.5 Gal Water Type A Annual inspection & tag Located at various City of Troy Facilities.	\$4.00	\$20.00	\$3.50	\$17.50	\$5.73	\$28.65
5	1	UNIT	10 lb. Halotron ABC Annual inspection & tag	\$4.00	\$4.00	\$3.50	\$3.50	\$5.73	\$5.73
6	1	UNIT	10 lb. Clean Guad Annual inspection & tag	\$4.00	\$4.00	\$3.50	\$3.50	\$5.73	\$5.73
7	1	UNIT	Hazmat Disposal Charge (if applicable) for each unit.	\$7.00	\$7.00	\$3.50	\$3.50	\$14.00	\$14.00
8	3	UNIT	10 lb. Purple K High Flow Annual inspection & tag. Located in various City of Troy facilities.	\$4.00	\$12.00	\$3.50	\$10.50	\$5.73	\$17.19
9	5	UNIT	20 lb. Purple K High Flow Annual inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$20.00	\$3.50	\$17.50	\$5.73	\$28.65
10	1	UNIT	Environmental Charge (if applicable) per each unit.	\$4.00	\$4.00				
11	1	UNIT	Repair of Fire Extinguishers - which includes Valve Stems, Valve Repair, Flag tampers Seals, Pull Pins, PSI Pressure Gauge, & Verification Service collar.	\$4.00	\$4.00	\$38.00	\$38.00	\$50.49	\$50.49
12	6	UNIT	9.5 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$24.00	\$3.50	\$21.00	\$5.73	\$34.38
13	3	UNIT	13 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$4.00	\$12.00	\$3.50	\$10.50	\$5.73	\$17.19
14	2	UNIT	6 Liter Class K Extinguisher Annual inspection & tag located, in various City of Troy Facilities	\$4.00	\$8.00	\$3.50	\$7.00	\$5.73	\$11.46
15	12	UNIT	20 lb. Dry Chemical Extinguisher Annual Inspection & tag located various City of Troy Facilities	\$4.00	\$48.00	\$3.50	\$42.00	\$5.73	\$68.76
16	8	UNIT	15 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy Facilities	\$4.00	\$32.00	\$3.50	\$28.00	\$5.73	\$45.84
17	12	UNIT	20 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy Facilities	\$4.00	\$48.00	\$3.50	\$42.00	\$5.73	\$68.76
18	20	UNIT	CO2 Extinguisher Conductivity Testing Located in various City of Troy Facilities	\$4.00	\$80.00	\$3.50	\$70.00	\$5.73	\$114.60
<b>TOTAL PROPOSAL A:</b>					<b>\$2,815.00</b>		<b>\$2,491.50</b>		<b>\$4,075.49</b>

**PROPOSAL B: PURCHASE OF FIRE EXTINGUISHERS (Price per each)**

ITEM #	Ansul Part #	Description	Price Per Unit			Price Per Unit			Price Per Unit		
			Purchase	Recharge	Hydro-Test	Purchase	Recharge	Hydro-Test	Purchase	Recharge	Hydro-Test
1	442257	5 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$60.00	\$20.00	\$40.00	\$87.00	\$47.74	\$20.00	\$101.00	\$48.00	\$70.00
2	436500	10 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$91.00	\$41.00	\$50.00	\$130.00	\$47.74	\$20.00	\$130.00	\$60.00	\$90.00
3	438735	20 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$150.00	\$60.00	\$90.00	\$80.00	\$45.10	\$20.00	\$232.00	\$90.00	\$110.00
4	431554	10 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$210.00	\$40.00	\$40.00	\$439.00	\$47.74	\$20.00	\$465.00	\$70.00	\$130.00
5	431555	15 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$275.00	\$60.00	\$40.00	\$502.00	\$47.74	\$20.00	\$538.00	\$80.00	\$140.00
6	431556	20 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$322.00	\$80.00	\$40.00	\$780.00	\$49.74	\$20.00	\$622.00	\$90.00	\$150.00
7	430847	2.5 Gal Water Extinguisher Ansul/Sentry Price per each unit	\$135.00	\$10.00	\$40.00	\$265.00	\$47.74	\$20.00	\$260.00	\$65.00	\$265.00
8	441250	10 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$145.00	\$50.00	\$40.00	\$859.00	\$172.92	\$20.00	\$400.00	\$200.00	\$250.00
9	440930	20 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$205.00	\$100.00	\$40.00	\$1,154.00	\$172.92	\$20.00	\$600.00	\$300.00	\$350.00
10	429021	9.5 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$510.00	\$300.00	\$40.00	\$1,800.00	\$172.92	\$20.00	\$1,600.00	\$400.00	\$450.00
11	429022	13 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$725.00	\$410.00	\$40.00	\$2,900.00	\$172.92	\$20.00	\$2,200.00	\$700.00	\$650.00
12	434909	6 Liter Class K Extinguisher Ansul/Sentry Price per each unit	\$295.00	\$150.00	\$40.00	\$375.00	\$172.92	\$20.00	\$600.00	\$300.00	\$330.00
<b>TOTAL PROPOSAL B:</b>			<b>\$4,984.00</b>			<b>\$10,809.14</b>			<b>\$13,136.00</b>		
<b>GRAND TOTAL PROPOSALS A &amp; B:</b>			<b>\$7,799.00</b>			<b>\$13,300.64</b>			<b>\$17,211.49</b>		

CITY OF TROY  
 BID TABULATION  
 FIRE EXTINGUISHER MAINTENANCE SERVICES

VENDOR NAME:	Gallagher Fire Equipment	Johnson Controls Fire Protection LP	Cintas Fire Protection
CITY:	Livonia, MI	Farmington Hills, MI	Troy, MI
BRANDS QUOTED:	Badges/Buckeye	Ansul	Amerex/Badger
CONTACT INFORMATION: Hours of Operation:	24 Hours	8am - 5pm	8am - 4:30pm
Office No.:	248-477-1540	248-427-5050	248-817-3800
Contact Name:	Roger Bebow	Jason Rudd	Rachael Edwards
24 Hour Emergency Phone No.:	1-800-452-1540	1-800-343-9797	248-817-3800
REFERENCES: Y or N	Y	Y	Y
INSURANCE MET: Y or N	Y	Y	Y
PAYMENT TERMS:	Net 30	Net 30	Net 30
WARRANTY:	1 Year	Not Specified	Not Specified
DELIVERY:	FOB	Electronic	Not Specified
EXCEPTIONS:	None	None	We have a \$49.05 service charge that will apply to each site. There will only be one service charge per address. It will not affect the price of the fire extinguisher maintenances/ inspections/new units/recharges
ACKNOWLEDGEMENT: Y or N	Y	Y	Y
FORMS: Y or N	Y	Y	Y

*Low Bidder Meeting Specifications*

Attest:  
 (\*Bid Opening conducted via Zoom)  
Dennis Trantham  
Andrew Chambliss  
Nellie Bert  
Martinique Gates

Emily Frontera  
 Purchasing Manager

Opening Date: 11/09/2023  
 Date Reviewed: 11/09/2023

B  
 FIRE EXTINGUIS

VENDOR NAME: Johnson Controls Fire Pro  
 CITY: Farmington Hills, I

**PROPOSAL: To Furnish a necessary Materials, Labor and Equipment to provide One (1) Year maintenance for all City of Troy fire vehicles and emergency vehicles with three (3) One-Year Renewal options**

**PROPOSAL A: FIRE EXTINGUISHER ANNUAL MAINTENANCE & TAGGING**

ITEM #	Est. Qty	UOM	Description	Price Per Unit	Exter
1	369	UNIT	5 lb. ABC Dry Chemical Annual Inspection & tag. Vehicles located at various City of Troy Facilities.	\$3.50	\$1,29
2	239	UNIT	10 lb. ABC Dry Chemical Annual Inspection & tag. Located at various City of Troy Facilities.	\$3.50	\$836
3	14	UNIT	10 lb. CO2 Annual Inspection & tag. Located at various City of Troy Facilities.	\$3.50	\$49
4	5	UNIT	2.5 Gal Water Type A Annual inspection & tag Located at various City of Troy Facilities.	\$3.50	\$17
5	1	UNIT	10 lb. Halotron ABC Annual inspection & tag	\$3.50	\$3.
6	1	UNIT	10 lb. Clean Guad Annual inspection & tag	\$3.50	\$3.
7	1	UNIT	Hazmat Disposal Charge (if applicable) for each unit.	\$3.50	\$3.
8	3	UNIT	10 lb. Purple K High Flow Annual inspection & tag. Located in various City of Troy facilities.	\$3.50	\$10
9	5	UNIT	20 lb. Purple K High Flow Annual inspection & tag. Located at various City of Troy Facilities.	\$3.50	\$17
10	1	UNIT	Environmental Charge (If applicable) per each unit.		
11	1	UNIT	Repair of Fire Extinguishers - which includes Valve Stems, Valve Repair, Flag tampers Seals, Pull Pins, PSI Pressure Gauge, & Verification Service collar.	\$38.00	\$38
12	6	UNIT	9.5 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$3.50	\$21
13	3	UNIT	13 lb. FE36 Annual inspection & tag. Located at various City of Troy Facilities.	\$3.50	\$10
14	2	UNIT	6 Liter Class K Extinguisher Annual inspection & tag located, in various City of Troy Facilities	\$3.50	\$7.
15	12	UNIT	20 lb. Dry Chemical Extinguisher Annual Inspection & tag located various City of Troy Facilities	\$3.50	\$42
16	8	UNIT	15 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy Facilities	\$3.50	\$28
17	12	UNIT	20 lb. CO2 Extinguishers Annual inspection & tag located in various City of Troy Facilities	\$3.50	\$42

18	20	UNIT	CO2 Extinguisher Conductivity Testing Located in various City of Troy Facilities	\$3.50	\$70
<b>TOTAL PROPOSAL A:</b>				<b>\$2,491.50</b>	

**PROPOSAL B: PURCHASE OF FIRE EXTINGUISHERS (Price per each)**

ITEM #	Ansul Part #	Description	Price Per Unit	
			Purchase	Recharge
1	442257	5 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$87.00	\$47.74
2	436500	10 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$130.00	\$47.74
3	438735	20 lb. ABC Dry Chemical Extinguisher Ansul/Sentry Price per each unit	\$80.00	\$45.10

B  
FIRE EXTINGUIS

VENDOR NAME: Johnson Controls Fire Pro  
CITY: Farmington Hills, I

**PROPOSAL B (Continued)**

ITEM #	Ansul Part #	Description	Price Per Unit	
			Purchase	Recharge
4	431554	10 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$439.00	\$47.74
5	431555	15 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$502.00	\$47.74
6	431556	20 lb. CO2 Extinguisher Ansul/Sentry Price per each unit	\$780.00	\$49.74
7	430847	2.5 Gal Water Extinguisher Ansul/Sentry Price per each unit	\$265.00	\$47.74
8	441250	10 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$859.00	\$172.92
9	440930	20 lb. Purple-K High Flow Extinguisher Ansul/Sentry Price per each unit	\$1,154.00	\$172.92
10	429021	9.5 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$1,800.00	\$172.92
11	429022	13 lb. FE36 Clean Agent Extinguisher Ansul/Sentry Price per each unit	\$2,900.00	\$172.92
12	434909	6 Liter Class K Extinguisher Ansul/Sentry Price per each unit	\$375.00	\$172.92
<b>TOTAL PROPOSAL B:</b>			<b>\$10,809.14</b>	
<b>GRAND TOTAL PROPOSALS A &amp; B:</b>			<b>\$13,300.64</b>	

BRANDS QUOTED:	Ansul
CONTACT INFORMATION: Hours of Operation:	8am - 5pm
Office No.	248-427-5050

Contact Name:	Jason Rudd
24 Hour Emergency Phone No.	1-800-343-9797
REFERENCES: Y or N	Y
INSURANCE MET: Y or N	Y
PAYMENT TERMS:	Net 30
WARRANTY:	Not Specified
DELIVERY:	Electronic
EXCEPTIONS:	None
ACKNOWLEDGEMENT: Y or N	Y
FORMS: Y or N	Y

Attest:

(\*Bid Opening conducted via Zoom)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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Protection LP	Gallagher Fire Equipment	
MI	Livonia, MI	

**Item requirements of Fire Extinguisher Maintenance at various City of Troy locations, fleet**

Quantity	Price Per Unit	Extension	Price Per Unit	Extension
11.50	\$4.00	\$1,476.00		\$0.00
3.50	\$4.00	\$956.00		\$0.00
1.00	\$4.00	\$56.00		\$0.00
1.50	\$4.00	\$20.00		\$0.00
1.50	\$4.00	\$4.00		\$0.00
1.50	\$4.00	\$4.00		\$0.00
1.50	\$7.00	\$7.00		\$0.00
1.50	\$4.00	\$12.00		\$0.00
1.50	\$4.00	\$20.00		\$0.00
	\$4.00	\$4.00		\$0.00
1.00	\$4.00	\$4.00		\$0.00
1.00	\$4.00	\$24.00		\$0.00
1.50	\$4.00	\$12.00		\$0.00
1.00	\$4.00	\$8.00		\$0.00
1.00	\$4.00	\$48.00		\$0.00
1.00	\$4.00	\$32.00		\$0.00
1.00	\$4.00	\$48.00		\$0.00



1.00	\$4.00	\$80.00		\$0.00
<b>\$2,815.00</b>			<b>\$0.00</b>	

	Price Per Unit			Price Per Unit		
Hydro-Test	Purchase	Recharge	Hydro-Test	Purchase	Recharge	Hydro-Test
\$20.00	\$60.00	\$20.00	\$40.00			
\$20.00	\$91.00	\$41.00	\$50.00			
\$20.00	\$150.00	\$60.00	\$90.00			

CITY OF TROY  
 ID TABULATION  
 HER MAINTENANCE SERVICES

ITB-COT 23-37  
 Page 2 of 2

Protection LP MI	Gallagher Fire Equipment Livonia, MI	
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	Price Per Unit			Price Per Unit		
Hydro-Test	Purchase	Recharge	Hydro-Test	Purchase	Recharge	Hydro-Test
\$20.00	\$210.00	\$40.00	\$40.00			
\$20.00	\$275.00	\$60.00	\$40.00			
\$20.00	\$322.00	\$80.00	\$40.00			
\$20.00	\$135.00	\$10.00	\$40.00			
\$20.00	\$145.00	\$50.00	\$40.00			
\$20.00	\$205.00	\$100.00	\$40.00			
\$20.00	\$510.00	\$300.00	\$40.00			
\$20.00	\$725.00	\$410.00	\$40.00			
\$20.00	\$295.00	\$150.00	\$40.00			

<b>\$4,984.00</b>			<b>\$0.00</b>		
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<b>\$7,799.00</b>			<b>\$0.00</b>		
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Badges/Buckeye					
24 Hours					
248-477-1540					

	Roger Bebow	
	1-800-452-1540	
	Y	
	Y	
	Net 30	
	1 Year	
	FOB	
	None	
	Y	
	Y	

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Emily Frontera  
Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Hannah Lanctot		
	PHONE (A/C, No, Ext): (248) 853-0930 FAX (A/C, No): (248) 853-1512		
INSURED Gallagher Fire Equipment Co 30895 8 Mile Rd Livonia MI 48152-1600	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend	15350	
	INSURER B: Michigan Ins	10857	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 23/24 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Add'l Ins/WOS/PNC <input checked="" type="checkbox"/> Includes E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0706764	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Bikt WOS <input checked="" type="checkbox"/> Bikt A/PNC			CCJ9037617	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			Bikt WOS 0706764	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000022728	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased & Rented Equipment			0706764	4/1/2023	4/1/2024	Limit \$200,000
A	Installation Floater			0706764	4/1/2023	4/1/2024	Limit \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Troy is named as Additional Insured with respect to General Liability (form WB1482 attached) and Automobile Liability for work performed by the Named Insured. Primary & Non-Contributory coverage provided in favor of the Additional Insured with respect to General Liability.

CERTIFICATE HOLDER jackie.ahlstrom@troymi.gov City of Troy 500 W. Big Beaver Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jayson Bass/HNL
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**SUPPLEMENTAL DECLARATIONS**

AU 102 05 91		Manuscript Endorsement - Donegal	
It is hereby agreed and understood the named insured on the CA 2048, Designated Insured, should			
read as follows			
Blanket Designated Insured Any Person or Organization whom you are required to add as an Additional			
Insured on this policy under a written contract or written agreement. The written contract or			
written agreement rules must be: 1. Currently in effect or becoming effective during the term of			
this policy; and 2. Executed prior to the "Bodily Injury", "Property Damage".			
		Premium	\$0

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – CONTRACTOR'S BLANKET**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

**B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
  - a. Your premises; or
  - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
  3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

**4. Other insurance**

**b. Excess insurance**

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.