

CITY COUNCIL MINUTES

October 28, 2024

**Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Armored Rescue Vehicle Upgrade – Troy Police Department**

Resolution #2024-10-147-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to the sole bidder meeting specifications, *SWATMOD, LLC of St. Cloud, MN*, for armored rescue vehicle upgrade for an estimated total amount of \$56,638.00 which includes a 10% contingency, at unit prices contained in the bid tabulation dated October 17, 2024, a copy of which shall be

**ATTACHED** to the original Minutes of this meeting.

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

# PURCHASE ORDER

No. 2025-00000650

DATE: 11/14/2024

PAGE: 1 of 1

FOB DESTINATION

**Ship To**

CITY OF TROY  
Police  
500 W BIG BEAVER RD  
TROY, MI 48084

**Bill To**

CITY OF TROY  
Police  
500 W BIG BEAVER RD  
TROY, MI 48084

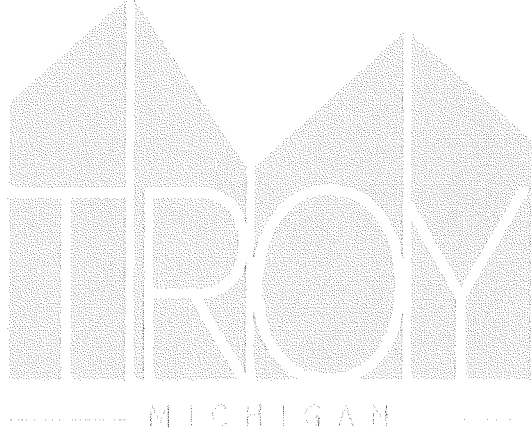
**COUNCIL RESOLUTION**  
2024-10-147-J-4a

**VENDOR NO.** 178412

**Vendor**

SWATMOD LLC  
3866 31ST ST SE  
SAINT CLOUD, MN 56304

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	POLICE DEPT - ARMORED RESCUE VEHICLE UPGRADES Quote date: 11/12/2024	51,638.0000	\$51,638.00



Entered By: Nellie Bert

\$51,638.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 10-28-2024. Contract for armored vehicle upgrade in accordance with the specifications and completion date of ITB-COT 24-22. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

**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.

*Nellie Bert*

VENDOR NAME: SWATMOD, LLC  
 CITY: St. Cloud, MN

**PROPOSAL: TO PROVIDE ARMORED RESCUE VEHICLE REPAIR, MODIFICATION AND UPGRADES INCLUDING ALL LABOR, TOOLS, PARTS, EQUIPMENT FOR THE CITY OF TROY POLICE DEPARTMENT**

**1. General Service Vehicle Upgrades**

Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
1. Declutter Service	6.00	\$175.00	\$1,050.00	\$0.00	\$1,050.00
2. Air Conditioning System Check Maintenance	Not Specified				\$1,425.00
3. Perform a vacuum and nitrogen test (if needed)	Not Specified				\$525.00
<b>General Service Total Cost:</b>	<b>\$3,000.00</b>				

**2. Tactical Modifications**

Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
1. Breeching Ram:	Not Specified		\$13,250.00	\$13,968.00	\$27,218.00
<b>Tactical Modifications Total Cost:</b>	<b>\$27,218.00</b>				

**3. Military Grade Light System & LED Headlights**

Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
Military Grade Lighting System:	Not Specified		\$3,400.00	\$2,450.00	\$5,850.00
LED Headlights:	Not Specified		\$175.00	\$360.00	\$535.00
<b>Light System &amp; LED Headlights Total Cost:</b>	<b>\$6,385.00</b>				

**4. Tires**

Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
Parts and labor to dismount and replace 16.00R20 tires with NOS tires.	Not Specified				\$5,635.00
Labor to transfer the solid rubber "Run Flat" from tires to the replacement tires.	Not Specified				\$2,500.00
<b>Tires Total Cost:</b>	<b>\$8,135.00</b>				

**5. Transportation: Troy Fire and Police Training Center, 4850 John R, Troy, MI 48085**

Item	Quantity	Line Item Total
Ship Armored Rescue Vehicle from City of Troy Fire and Police Training Center to Vendor Facility	1	\$3,450.00
Ship Armored Rescue Vehicle from Vendor Facility to Troy Fire and Police Training Center	1	\$3,450.00
<b>Transportation Total Cost:</b>	<b>\$6,900.00</b>	
<b>Overall Total Cost:</b>	<b>\$51,638.00</b>	

Can meet Repair Schedule:	Y or N	Y
Daytime Phone Number:		320-309-2260
Contact Name:		Nathan Mueller
Hours of Operation:		9am - 6pm
Date of Vehicle Inspection:		Vehicle not inspected
References:		Y
Can meet Insurance:	Y or N	Y
Payment Terms:		Net 30
Warranty:		1 Year
Exceptions:	Y or N	None
Acknowledgement:	Y or N	Y
All or None Award:	Y or N	Y
Schedule of Values:		Schedule of Values not provided
Forms:	Y or N	Y

ATTEST:  
 (\*Bid Opening conducted via a Zoom Meeting)  
 Roland Gungab  
 Andrew Chambliss  
 Nellie Bert  
 Dina Gates

Emily Frontera  
 Purchasing Manager



**CITY OF TROY  
 BID PROPOSAL**

ITB-COT 24-22

Page 1 of 6

The undersigned proposes to **PROVIDE ARMORED RESCUE VEHICLE UPGRADES, MODIFICATION AND REPAIR SERVICES INCLUDING ALL LABOR, TOOLS, PARTS, EQUIPMENT FOR THE CITY OF TROY POLICE DEPARTMENT**, in accordance with the attached specifications and drawings to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: SWATMOD LLC

**PROPOSAL:**

**1. General Service Vehicle Upgrades**

Description	Estimated Time	Hourly Rate	Parts Cost	Total Estimated Cost
1. Declutter Service:	6	\$ 175	\$ 0	\$ 1050
2. Air Conditioning System Check Maintenance		\$	\$	\$ 1,425
3. Perform a vacuum and nitrogen test (if needed)		\$	\$	\$ 525
			<b>Total Cost:</b>	<b>\$ 3,000</b>

**2. Tactical Modifications**

Description	Estimated Time	Hourly Rate	Parts Cost	Total Estimated Cost
1. Breaching Ram:		\$ 13,250	\$ 13,968	\$ 27,218
			<b>Total Cost:</b>	<b>\$ 27,218</b>

**3. Military Grade Light System & LED Headlights**

Description	Estimated Time	Hourly Rate	Parts Cost	Total Estimated Cost
1. Military Grade Light System		\$ 3,400	\$ 2,450	\$ 5,850
2. LED headlights:	1	\$ 175	\$ 360	\$ 535
			<b>Total Cost</b>	<b>\$ 6,385</b>

**4. Tires**

Description	Estimated Time	Hourly Rate	Parts Cost	Total Estimated Cost
1. Parts and labor to dismount and replace 16.00R20 tires with NOS tires.		\$	\$	\$ 5,635
2. Labor to transfer the solid rubber "Run Flat" from tires to the replacement tires.		\$	\$	\$ 2,500
			<b>Total Cost:</b>	<b>\$ 8,135</b>

**5. Transportation:** Troy Fire and Police Training Center, 4850 John R, Troy, MI 48085

Description	Quantity	Line Item Total
1. Ship Armored Rescue Vehicle from City of Troy Fire and Police Training Center to Vendor Facility	1	\$ 3,450
2. Ship Armored Rescue Vehicle from Vendor Facility to Troy Fire and Police Training Center	1	\$ 3,450
<b>Total Cost</b>		<b>\$ 6,900</b>

**SCHEDULE OF VALUES:** The City of Troy may be required to add or delete work due to unforeseen circumstances. Therefore, a unit price schedule shall be attached to your bid document at the time of submission which indicates unit prices for all items to be used during the course of the project.

**A SCHEDULE OF VALUES FORM IS ATTACHED AND MUST BE COMPLETED AND RETURNED WITH THE BID AT THE TIME OF SUBMISSION.**

**VENDORS ARE TO INCLUDE AN ITEMIZED LIST OF PARTS AND MATERIALS THAT WILL BE USED. REPAIRS**

All repairs are desired by the end of the current fiscal year, June 30<sup>th</sup>, 2025, after Vendor has received the approval to perform repairs, based on the Vendors repair quote submitted to the City of Troy Representative.

- We can meet the above repair schedule.
- We cannot meet the above repair schedule, but offer the following:
- 

**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. This award will be provided in its entirety by a single vendor. This will not be a split award.

**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

**WARRANTY:** The successful bidder' modification/upgrade work shall be warranted against defect in material and or workmanship for a period of one (1) year from date of modification/upgrade. Bid responses shall include a detailed description of warranties offered conjunction with the work performed under the contract to be awarded.

**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 along with hours of operation.

Daytime phone number (320) 309-2260 Contact Name: Nathan Mueller

Hours of operation: 9am - 6pm

COMPANY NAME: SWATMOD LLC

**SITE INSPECTION:** All bidders *should* examine the Armored Rescue Vehicle to determine the amount of work to be done in accordance with the work specified. If a bidder does not inspect the Armored Rescue Vehicle that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. The vendor is also expected to have a thorough understanding of the vehicle specifications and how the vehicle operates. Contact Lieutenant Frank Shuler, City of Troy Police Department, 248-619-7687 to schedule an appointment.

Our company inspected the Armored Rescue Vehicle. Date: 12/1/16  
 Our company did not inspect the Armored Rescue Vehicle.

**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 City of Troy Police Department as specified in the Instruction to Bidders.

**CONTRACT FORMS:** Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

**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.

COMPANY: St. Cloud Police Department  
ADDRESS: 101 11th Ave N CITY: St. Cloud ZIP: 56303  
TELEPHONE: (320) 345-4410 CONTACT: Martin Sayre  
EMAIL: Martin.Sayre@ci.stcloud.mn.us

COMPANY: Chisago County Sheriff's Office  
ADDRESS: 15230 Per Rd CITY: Center City ZIP: 55012  
TELEPHONE: (651) 213-6304 CONTACT: Matthew Beckman  
EMAIL: Matthew.Beckman@chisagocounty.us

COMPANY: St. Croix County Sheriff's Department  
ADDRESS: 1101 Carmichael City: Hudson ZIP: 54016  
TELEPHONE: (715) 381-4320 CONTACT: Jeff Klatt  
EMAIL: Jeff.Klatt@co.saintcroix.wi.us

COMPANY NAME: SWATMOD LLC

**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 Department 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 MITN website.

**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

COMPANY NAME: SWATMOD LLC

**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 bid specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Nathan Mueller

**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#: 82-1465625

COMPANY NAME: SWATMOD LLC

ADDRESS 3866 31st ST SE CITY St. Cloud STATE MN ZIP 56304

PHONE NUMBER (320) 309-2260 FAX NUMBER ---

REPRESENTATIVE'S NAME: Nathan Mueller  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Nathan Mueller

PAYMENT TERMS: Net 30 WARRANTY: 1 year

E-MAIL: Nate@swatmod.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, Nathan Mueller, 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, and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Nathan Mueller

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 **SAFETY DATA SHEET**, where applicable, in compliance with the **MIOSHA "Right to Know" Law**. Please include a copy of any relevant SDS at the time of bid submission.

U.S. FUNDS: All figures quoted are to be in U.S. Currency.





**SCHEDULE OF VALUES**

Your company **MUST** complete this form.

Supply List	Unit Cost
	\$
	\$
	\$
	\$
	\$

**Note:** Individual equipment prices and labor costs to install those items are requested if the quantity changes during project implementation.

ADDITIONAL MATERIALS:	UNIT PRICE
	\$
	\$
	\$
<b>LABOR:</b>	
	\$
	\$
	\$
<b>EQUIPMENT:</b>	
	\$
	\$

**Note:** If more space is required, attach additional sheets if needed but use the format established above.

Please include prices for additional services necessary, if additional work results from a change to the Scope of Work.



## 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 \_\_\_\_\_ for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, 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:

Nathan Mueller (owner)

Nathan Mueller



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Notrain Mueller, being duly sworn deposed, says that he/she  
(Print Full Name)

is CEO. 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.

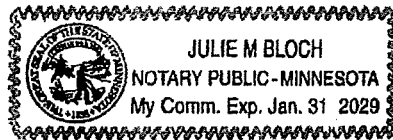
[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

Julie M. Bloch  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 17th day of October, 2024 in and for Stearns  
County.

My commission expires:

January 31, 2029





**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.**

SWATMOD LLC

Name of Agency/Company/Firm (Please Print)

Nathan Mueller - Nathan Mueller

Name and title of authorized representative (Please Print)

Nathan Mueller

Signature of authorized representative

Date 10/16/24

**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	SWATMOD
Street Address	3866 31st ST SE
City	St. Cloud,
State, Zip	MIN, 56304
Corporate I.D. Number/State	Minnesota
Taxpayer I.D. #	82-1465625

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:

Nathan Mueller

Printed Name of Vendor's Authorized Agent: Nathan Mueller

Witness Signature: Brianna Sanoski

Printed Name of Witness: Brianna Sanoski



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

The undersigned, the owner or authorized officer of SWATMOD LLC (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 \_\_\_\_\_ and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

BIDDER:

[Signature]

By: Nathaniel Mueller

Its: Owner

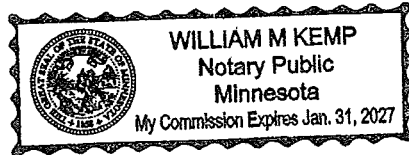
STATE OF MN )

)ss.

COUNTY OF Benton )

This instrument was acknowledged before me on the 17<sup>th</sup> day of OCT, 2024, by

[Signature]





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: October 22, 2024

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager  
Rob Maleszyk, Chief Financial Officer  
Kyle Vieth, Controller  
Joshua Jones, Acting Chief of Police  
Frank Shuler, Police Lieutenant  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Sole Bidder Meeting Specifications –  
Armored Rescue Vehicle Upgrade – Troy Police Department

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### **History**

In 2010, Troy Police Department was awarded an MRAP Cougar through the U.S. Department of Defense's 1033 Program. The 1033 Program allows eligible law enforcement agencies to acquire surplus military equipment at no cost, which includes items such as tactical gear, vehicles and more. The MRAP Cougar is an armored rescue vehicle used by law enforcement and military to provide safe transport to personnel and provide a secure environment to operate in a crisis situation. Additionally, because of its extreme maneuverability and armor characteristics it serves as an excellent tool to assist law enforcement with evacuations of citizens that find themselves in harm's way such as floods, severe winter storms and other natural disasters.

The Police Department is requesting upgrades to the MRAP Cougar which includes a breaching ram that would allow police officers to gain access to a door or a window of a residence/building in a high risk/dangerous incident without putting our officers in grave danger. Other equipment upgrades consist of removal of old equipment, improving the AC system, enhancing the exterior lighting system around the vehicle, LED headlights and new run flat tires (current tires are 17 years old).

### **Purchasing**

On October 17, 2024, a bid opening was conducted as required by the City Charter/Code for the armored rescue vehicle upgrade for the Police Department. 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). Two hundred nineteen (219) vendors were notified via the MITN website. One (1) bid was received. The summary of vendor responses is detailed below.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing (continued)

Companies notified via MITN	219	<p><i>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.</i></p> <p><b>Active MITN</b> 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.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> 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.</p>
Troy Companies notified via MITN	4	
Troy Companies - Active email Notification	4	
Troy Companies - Active Free	0	
Companies that viewed the bid	10	
Troy Companies that viewed the bid	0	

The bid response was reviewed and *SWATMOD, LLC of St. Cloud, MN* is the sole bidder meeting all bid specifications and is being recommended award. SWATMOD will provide all labor, materials and equipment necessary to perform the upgrades to the armored rescue vehicle.

### Financial

Funds are budgeted and available in the Police Department Drug Forfeiture Fund under Project Number 2025DF0005 for the 2025 fiscal year in the amount of \$45,000. The total estimated cost for this project is \$56,638.00 which includes a 10% contingency amount of \$5,000.00. Additional funds are available in the Police Drug Forfeiture Fund to cover the shortfall of \$11,638.00 in the unused portion of Project Number 2025DF0003. Expenditures will be charged to the State Criminal Forfeiture Account.

### Recommendation

City Management recommends awarding a contract for the armored rescue vehicle upgrade to the sole bidder meeting specifications; *SWATMOD, LLC of St. Cloud, MN* for an estimated total amount of \$56,638.00 which includes a 10% contingency, at unit prices contained in the bid tabulation dated October 17, 2024.





Opening Date: 10/17/2024  
 Date Reviewed: 10/17/2024

CITY OF TROY  
 BID TABULATION  
 ARMORED RESCUE VEHICLE UPGRADE

ITB-COT 24-22  
 Page 1 of 1

VENDOR NAME: SWATMOD, LLC  
 CITY: St. Cloud, MN

**PROPOSAL: TO PROVIDE ARMORED RESCUE VEHICLE REPAIR, MODIFICATION AND UPGRADES INCLUDING ALL LABOR, TOOLS, PARTS, EQUIPMENT FOR THE CITY OF TROY POLICE DEPARTMENT**

1. General Service Vehicle Upgrades					
Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
1. Declutter Service	6.00	\$175.00	\$1,050.00	\$0.00	\$1,050.00
2. Air Conditioning System Check Maintenance	Not Specified				\$1,425.00
3. Perform a vacuum and nitrogen test (if needed)					\$525.00
<b>General Service Total Cost:</b>			<b>\$3,000.00</b>		

2. Tactical Modifications					
Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
1. Breeching Ram:	Not Specified		\$13,250.00	\$13,968.00	\$27,218.00
<b>Tactical Modifications Total Cost:</b>			<b>\$27,218.00</b>		

3. Military Grade Light System & LED Headlights					
Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
Military Grade Lighting System:	Not Specified		\$3,400.00	\$2,450.00	\$5,850.00
LED Headlights:			\$175.00	\$360.00	\$535.00
<b>Light System &amp; LED Headlights Total Cost:</b>			<b>\$6,385.00</b>		

4. Tires					
Item	Estimated time (Hrs.)	Hourly Rate	Total Labor Cost	Parts Cost	Total Est. Cost
Parts and labor to dismount and replace 16.00R20 tires with NOS tires.	Not Specified				\$5,635.00
Labor to transfer the solid rubber "Run Flat" from tires to the replacement tires.					\$2,500.00
<b>Tires Total Cost:</b>			<b>\$8,135.00</b>		

5. Transportation: Troy Fire and Police Training Center, 4850 John R, Troy, MI 48085		
Item	Quantity	Line Item Total
Ship Armored Rescue Vehicle from City of Troy Fire and Police Training Center to Vendor Facility	1	\$3,450.00
Ship Armored Rescue Vehicle from Vendor Facility to Troy Fire and Police Training Center	1	\$3,450.00
<b>Transportation Total Cost:</b>		<b>\$6,900.00</b>

**Overall Total Cost: \$51,638.00**

Can meet Repair Schedule:	Y or N	Y
Daytime Phone Number:		320-309-2260
Contact Name:		Nathan Mueller
Hours of Operation:		9am - 6pm
Date of Vehicle Inspection:		Vehicle not inspected
References:		Y
Can meet Insurance:	Y or N	Y
Payment Terms:		Net 30
Warranty:		1 Year
Exceptions:	Y or N	None
Acknowledgement:	Y or N	Y
All or None Award:	Y or N	Y
Schedule of Values:		Schedule of Values not provided
Forms:	Y or N	Y

ATTEST:  
 (\*Bid Opening conducted via a Zoom Meeting)  
 Roland Gungab  
 Andrew Chambliss  
 Nellie Bert  
 Dina Gates

Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2024

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 have ADDITIONAL INSURED provisions or 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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
INSURED SWATMOD LLC 3866 31ST ST SE ST CLOUD, MN 56304-4648	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935
	INSURER B: FEDERATED SERVICE INSURANCE COMPANY	28304
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17 REVISION NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	N	6083214	10/05/2024	10/05/2025	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY						MED EXP (Any one person)
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPIOP ACC \$2,000,000
OTHER:							
B	AUTOMOBILE LIABILITY	Y	N	6083215	10/05/2024	10/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	6083216	10/05/2024	10/05/2025	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$1,000,000
	DED <input type="checkbox"/> RETENTION						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	6087786	10/05/2024	10/05/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHED PAGE

### CERTIFICATE HOLDER

CITY OF TROY  
500 W BIG BEAVER RD  
TROY, MI 48084-5254

17 1

### 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

*Nicholas R. Lova*



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED SWATMOD LLC 3866 31ST ST SE ST CLOUD, MN 56304-4648	
POLICY NUMBER SEE CERTIFICATE # 17.1			
CARRIER SEE CERTIFICATE # 17.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 17.1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: TROY POLICE DEPARTMENT 500 W BIG BEAVER ROAD TROY, MI  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON BUSINESSOWNERS LIABILITY SUBJECT TO THE CONDITIONS OF THE  
 ADDITIONAL INSURED ENDORSEMENT.  
 THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE  
 DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.  
 INSURANCE PROVIDED BY THE BUSINESSOWNERS LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO  
 THE CONDITIONS OF THE PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT  
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO  
 THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

It is agreed that the insurance provided by any additional insured endorsement is primary. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Troy  
500 W Big Beaver Rd  
Troy, MI 48084

Relationship to the Named Insured:

Any coverage provided by this endorsement applies only to vehicle repairs/service being done at Troy Police Department 500 W Big Beaver Road Troy, MI.

A. The following is added to Paragraph C. Who is an Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury" or "property damage" liability arising out of your ongoing operations performed for that insured or premises owned by or rented to you.

B. This insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the additional insured named above.

C. The following exclusion is added to Paragraph B. Exclusions:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) 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 a part of the same project.

Insured:

Swatmod LLC  
3866 31st St SE  
St Cloud, MN 56304-4648

Place of Issue:

Federated Mutual Insurance Company  
Home Office  
121 East Park Square  
Owatonna, MN 55060  
(507) 455-5200

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

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Swatmod LLC  
**Endorsement Effective:** 10/17/2024

**SCHEDULE**

**Name of Person(s) Or Organization(s):**  
City of Troy  
500 W Big Beaver Rd  
Troy, MI 48084

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**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

**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) additional business 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: SWATMOD LLC