

- e) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Breathing Air Compressor Maintenance and Repair – Fire Department**

Resolution #2017-10-165-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide the maintenance and repair for the breathing air compressors for the Fire Department to the sole bidder meeting specifications; *Westshore Fire, Inc., of Romulus, MI*, with three (1) year renewal options at **\$4,410** per year, for an estimated total cost of **\$17,640** plus any additional repairs and parts as contained in the bid tabulation opened September 14, 2017; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire December 31, 2020.

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

BLANKET ORDER

No. 2018-00000513
DATE: 10/18/2017
PAGE: 1 of 1
FOB DESTINATION

Ship To

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

Bill To

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

VENDOR NO. 102471

Vendor

WEST SHORE FIRE INC
6620 LAKE MICHIGAN
P O BOX 188
ALLENDALE, MI 49401

EXPIRATION DATE

12/31/2021

COUNCIL RESOLUTION

2017-10-165-J-4e

INSTRUCTIONS

Return to Department

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
4	Year	BREATHING AIR COMPRESSOR MAINTENANCE & REPAIR A ONE (1) Year Contract to provide the maintenance and repair for the Breathing Air Compressors for the Fire Department with Three 1-Year Renewals; Annual Cost at \$4,410.00/year. Shall also include any additional repairs and parts as contained in the Bid Tabulation; which is attached and as specified in ITB-COT 17-37.	4,410.0000	\$17,640.00

Entered By: MaryBeth Murz

\$17,640.00

Special Instructions:

CITY COUNCIL AWARD DATE: 10/9/2017. CERTIFICATE OF INSURANCE AND ENDORSEMENT SHALL BE ON FILE FOR DURATION OF CONTRACT.

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.

MaryBeth Murz

CITY OF TROY
PURCHASE ORDER
BREATHING AIR COMPRESSORS

ITB-COT 17-37
Pg. 1 of 1

Vendor Name: West Shore Fire, Inc.
City: Romulus, MI

Furnish all Necessary Materials , Labor, and Equipment to Provide Fire Station Breathing Air Compressor Maintenance and Repairs For a Period of One Year With Three One-Year Renewal Options.

ITEM #	QUANTITY	DESCRIPTION	Price	Price	Price
1	9	Annual Maintenance: Fire Station Breathing Air Compressor Maintenance at Various COT Locations	\$490.00 Each/ \$4,410.00 A Year		
2		Air Sampling Testing			
		Quarterly:	\$110.00 Each		
		Every 6 Months:	\$110.00 Each		
		Annually:	Included		
3		Hourly Rate for Repairs	\$85.00/ An Hour		
4		Percentage off Manufacturer List or Cost Plus for Materials.	15% off list		
5		Are common parts stocked?	Yes		
6		Product lead time for parts	2-3 Business days		
7		Response time for parts: Indicate # of hours after a telephone request for service has been received.	24 Hours		
Minimum Order Amount:			\$0		
24 Hour Phone #:			616-242-6745		
Hours of Operation			7AM-5PM		
References:			Y		
Insurance Met:			Y		
Payment Terms:			30 Net		
Warranty:			N		
Exceptions:			N		
Delivery:			N		
Forms:			Y		

Opening Date: 9/14/2017
Reviewed Date:

CITY OF TROY
BID TABULATION
BREATHING AIR COMPRESSORS

ITB-COT 17-37
Pg. 1 of 1

Vendor Name:
City:

West Shore Fire, Inc.
Romulus, MI

Furnish all Necessary Materials , Labor, and Equipment to Provide Fire Station Breathing Air Compressor Maintenance and Repairs For a Period of One Year With Three One-Year Renewal Options.

ITEM #	QUANTITY	DESCRIPTION	Price	Price	Price
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		Quarterly:	\$110.00 Each		
		Every 6 Months:	\$110.00 Each		
		Annually:	Included		
3		Hourly Rate for Repairs	\$85.00/ An Hour		
4		Percentage off Manufacturer List or Cost Plus for Materials.	15% off list		
5		Are common parts stocked?	Yes		
6		Product lead time for parts	2-3 Business days		
7		Response time for parts: Indicate # of hours after a telephone request for service has been received.	24 Hours		
		Minimum Order Amount:	\$0		
		24 Hour Phone #:	616-242-6745		
		Hours of Operation	7AM-5PM		
		References:	Y		
		Insurance Met:	Y		
		Payment Terms:	30 Net		
		Warranty:	N		
		Exceptions:	N		
		Delivery:	N		
		Forms:	Y		

Attest:

Enna Bachelor
Sue Reisterer
Peter Hullinger

MaryBeth Murz
Purchasing Manager



**CITY OF TROY
BID PROPOSALS**

ITB-COT 17-37

Page 1 of 6

The undersigned proposes to **FURNISH ONE (1) YEAR REQUIREMENTS OF FIRE STATION AIR COMPRESSOR MAINTENANCE AND REPAIRS AT VARIOUS CITY OF TROY LOCATIONS WITH THREE 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: WEST SHORE FIRE, INC

AIR COMPRESSOR MAINTENANCE TO INCLUDE: Filter Change, Oil Change, Complete Check of Unit, Pressure Shut Down Check, Leak Test, and Amperage Draw Test ANNUALLY in accordance with the attached bid specifications at the unit prices provided by your company in response to this bid proposal.

FIRE STATION AIR COMPRESSOR MAINTENANCE

Item #	Quantity	UOM	Description	Price
1	9		ANNUAL MAINTENANCE: Fire Station Breathing Air Compressor Maintenance at various City of Troy locations.	490. ⁰⁰ EACH / 4410. ⁰⁰ YR.
2			AIR SAMPLING TESTING	
			Quarterly:	110. ⁰⁰ EACH
			Every 6 Months	110. ⁰⁰ EACH
			Annually	INCLUDED
3		HOURLY	HOURLY RATE for Repairs	85. ⁰⁰ Hr.
4			Percentage off Manufacturer List or Cost Plus for Materials.	-15% off List
5			Are Common Parts stocked? YES or NO	YES
6			Product Lead time for Parts	2-3 BUSINESS DAYS
7			Response Time for Parts: Indicate # of hours after a telephone request for service has been received.	24 HOURS

LOCATION OF REPAIR FACILITY:

Address: 37230 NORTHLINE ROAD

City: Romulus

State: MICHIGAN Zip: 48174

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.

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 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.

It is the intent of the City to qualify one Primary and one Secondary contractor to provide AIR COMPRESSOR MAINTENANCE and Repair Services. 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.

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

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 AIR COMPRESSOR MAINTENANCE herein

CONTACT INFORMATION:

Hours of operation: 7am - 5pm Office No. 616-262-0640
Contact Person: Rob Shepard Phone No.: 616-262-0640
24 Hour Emergency Phone No. 616-242-6745 for Service

REFERENCES: The City of Troy requires that your company list at least three city 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 LANSING FIRE DEPT
ADDRESS: 3708 PLEASANT GROVE, LANSING MI 48910
PHONE: 517-281-8081 CONTACT: PAUL HOOD
EMAIL: PAUL.HOOD@LANSINGMI.GOV

COMPANY: GRAND TRAVERSE METRO FIRE DEPT.
ADDRESS: 897 PARSON ROAD, TRAVERSE CITY MI 49686
PHONE: 231-947-3000 CONTACT: PAT PARKER
EMAIL: _____

COMPANY: MASON COUNTY RURAL FIRE AUTHORITY
ADDRESS: 2549 E-0310, WEST MI 49405
PHONE: 231-510-0881 CONTACT: LARRY CRAWFORD
EMAIL: _____

INFORMATION: For additional general information or questions about the specifications please contact **Peter Hullinger** 248.524.3417 between the hours of 8:00 A.M. – 4:30 P.M. Monday through Friday.

COMPANY NAME: WEST SHORE FIRE, INC

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

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

- ☒ (X) We can meet the specified insurance requirements.
- ☐ () We cannot meet the specified insurance requirements.

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

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

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

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

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: WEST SHORE FIRE, INC

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: WEST SHORE FIRE, INC

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.

ADDITIONS AND DELETIONS: The City may add or delete Air Compressors at various locations, as necessary during the contract term. In order to determine the amount to be added or deleted, unit prices will be calculated by dividing the annual maintenance by the number of Air Compressors serviced under each proposal.

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.

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

MINIMUM ORDER AMOUNT: \$ Ø is the minimum dollar amount to place orders for Air Compressors, replacement parts, etc.

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

COMPANY NAME: WEST SHORE FIRE, INC

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 the entire contract period which shall commence on October 1, 2017 and continue for ONE calendar year with one, THREE One-year renewal options. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

We the undersigned, agree to furnish to the City of Troy, FIRE STATION AIR BREATHING COMPRESSOR MAINTENANCE AND REPAIRS, which includes: Inspections, Maintenance, Repairs, Certification, and Purchases as needed, in accordance to the attached bid specifications at the unit prices submitted herein. FOB various locations in the City of Troy.

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: Rob Shepard

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: 38-3327283
COMPANY: WEST SHORE FIRE INC
ADDRESS: 37230 NORTHLINE RD - CITY: ROMULUS STATE: MI ZIP: 48174
TELEPHONE #: 1-800-632-6184 FAX #: 616-895-7158
REPRESENTATIVE'S NAME: Rob SHEPARD

(Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Rob Shepard

PAYMENT TERMS 30 NET WARRANTY: _____

E-MAIL: rshepard@westshorefire.com DELIVERY: _____

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:

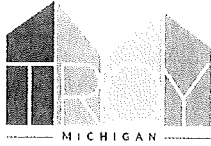
I, Rob Shepard, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Rob Shepard

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 Robert Shepard, bearing the office title of SERVICE 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:

Robert Shepherd being duly sworn deposed, says that he/she
(Print Full Name)
is Service Manager / WSF. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

SIGNATURE OF PERSON SUBMITTING BID

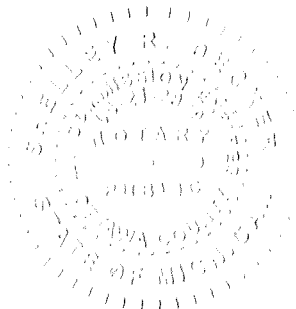
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 12 day of September 2017 in
and for _____ Ottawa County.

My commission expires:

April 21, 2019

SHELLEY R. DECKER
Notary Public, State of Michigan
County of Ottawa
My Commission Expires 04-21-2019
Acting in the County of Ottawa





**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.

WEST SHORE FIRE, INC
Name of Agency/Company/Firm (Please Print)

Robert Shepard - Service MANAGER
Name and title of authorized representative (Please Print)

RS 9/12/17
Signature of authorized representative Date

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	WEST STORE FIRE, INC
Street Address	37230 NORTHLINE Road
City	Romulus
State, Zip	MICHIGAN, 48174
Corporate I.D. Number/State	ME-0146728 - MICHIGAN
Taxpayer I.D. #	38-3327283

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: Robert Shepard

Printed Name of Vendor's Authorized Agent: Robert Shepard

Witness Signature: Shelley R. Decker

Printed Name of Witness: Shelley R. Decker




500 West Big Beaver
Troy, MI 48084
troymt.gov

CITY COUNCIL AGENDA ITEM

Date: October 5, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager 
David Roberts, Fire Chief
Peter Hullinger, Lieutenant

Subject: Standard Purchasing Resolution 2 - Award to Sole Bidder Meeting Specifications - Breathing Air Compressor Maintenance & Repair – Fire Department

History

The Fire Department has eight stationary breathing air compressors and one mobile air compressor used for refilling firefighter self-contained breathing apparatus. Each compressor has a filtration unit required for breathing air. Periodic testing of the breathing air supplied by these compressors is required by NFPA 1989, Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection. The standard requires that quarterly air quality tests be submitted to an accredited laboratory and that air filters be replaced annually. The standard also requires that the air compressors be maintained in accordance with the manufacturer's specifications.

Purchasing

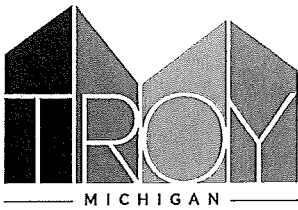
On **September 14**, 2017, a bid opening was conducted as required by City Charter and Code for the required air testing and scheduled maintenance, and an hourly rate for demand service for breakdowns. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. One (1) bid response was received. Below is a detailed summary of potential vendors:

Companies notified via MITN	623
Troy Companies notified via MITN	0
Troy Companies - Active email Notification	0
Troy Companies - Active Free	0
Companies that viewed the bid	11
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.
Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

Westshore Fire, Inc. of Romulus, MI was the sole bidder meeting all specifications.

The bid includes specified set pricing for the required air testing and scheduled maintenance, and an hourly rate for demand service for breakdowns. Parts required for repairs are an additional cost with a negotiated discount.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted in the Fire Halls account, #101.336.344.7774, for the cost of this service.

Recommendation

City management recommends awarding a one (1) year contract to provide the testing and maintenance for the breathing air compressors for the Fire Department to the sole bidder meeting specifications; Westshore Fire, Inc., of Romulus, MI with three (1) year renewal options at **\$4,410** per year, for an estimated total cost of **\$17,640** plus any additional repairs and parts as contained in the bid tabulation opened September 14, 2017; a copy of which is attached; contract to expire December 31, 2020.



WESTSHO-01

RTOURVILLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2017

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 Charles L. Crane Agency Co. 100 N Broadway, Ste 900 Saint Louis, MO 63102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (314) 241-8700	FAX (A/C, No): (314) 444-4970
INSURED West Shore Fire, Inc. P.O. Box 188 Allendale, MI 49401-9257	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity of America	
	INSURER B : Travelers Indemnity Co of CT	
	INSURER C : Travelers Indemnity Co.	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			Y6602267N619IND17	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			AD2267N61917CAG	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			YKUB2267N61917	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 500,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
B	Garage Liability			AD2267N61917CAG	03/01/2017	03/01/2018	\$1,000,000 ea/Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Troy is added as additional insured as respects General Liability, such coverage is on a primary and non-contributory basis.
Ten (10) days for non-payment of premium applies for cancellation.

CERTIFICATE HOLDER

CANCELLATION

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

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