

CITY COUNCIL MINUTES-Draft

November 13, 2017

- d) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Pool Maintenance/Repair Services and Opening/Closing of Troy Family Aquatic Center**

Resolution #2017-11-179-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two years at the City of Troy outdoor and indoor pools (excluding pumps), with two, one year renewal options to the low bidder meeting specifications, *B & B Pool Service & Supply of Livonia, MI* for an estimated annual cost of \$30,000, at prices contained in the bid tabulation dated October 19, 2017; a copy of which shall be **ATTACHED** to the Minutes of this meeting; contract to expire December 31, 2021;

2018-9...14

PURCHASE/SERVICE CONTRACT

PAGE: 1 of 1

Ship To

City of Troy
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

Bill To

City of Troy
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

No: 2018-90000014
Date: 11/27/2017

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor

VENDOR NO. 109908
B & B POOLS & SPAS
31071 INDUSTRIAL RD
LIVONIA, MI 48150

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/13/2017	12/31/2019	2 Times Annually	2017-11-179-J-4d	2018-90000014	See Below

POOL MAINTANCE/REPAIR OPENING/CLOSING

Maintenance/Repair and Opening/Closing Services for the Troy Family Aquatic Center.

Troy City Council AWARDED a contract to provide maintenance and repair services and opening/closing of the Troy Family Aquatic Center for two (2) years; at the indoor and outdoor pools (excluding pumps) with two (2) ONE Year renewals.

Repair Service in accordance with specifications:
\$95.00

Emergency Repairs in accordance with specifications:
Regular Time: Per hour per man: \$95.00
Overtime: Per hour per Man \$142.50
Holiday Time: Per hour per Man n/a

Travel Cost for Repair Call: \$125.00

Opening of Pool by May 15th each Year \$2,175.00.
Closing of Pool by October 1st each Year: \$1,500.00.

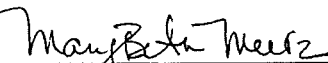
CERTIFICATE OF INSURANCE and ENDORSEMENT SHALL BE ON FILE FOR DURATION OF CONTRACT.

CITY COUNCIL AWARD DATE: 11/13/2017.

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
Purchasing Manager

Opening Date: 10/19/2017
Date Reviewed: 10/31/2017

BID TABULATION
CITY OF TROY
POOL MAINTENANCE AND REPAIRS

ITB-COT 17-42
Pg. 1 of 1

Vendor Name:	B & B Pool Service & Supply Co.	Aquatic Source	
	Livonia, MI	Brighton, MI	

Provide Two Year (2) Requirements and Furnish all Labor, Tools, Material, Equipment, and Supervision to Perform Service/Maintenance and Repair on the City of Troy Outdoor and Indoor Pools, and Mechanical Systems, Excluding Pumps, and Open and Close the Outdoor Pool Seasonally With Two - One Year Renewal Options.

Proposal 1-City of Troy Pools Maintenance and Repair Excluding Pumps

Item	Description	Price	Price	Price
1	Repair Service in accordance with specifications.	\$95.00	\$163.00 - first hr. \$128.00 - 2nd hr.	
	Regular Time: per Hour x 2 man crew			

Response Time: Within 24 Hours after a telephone request for service. Estimated Number of Hours -60

2	Emergency Repairs in accordance with specifications.			
	Regular Time: per hour per Man	\$95.00	\$326.00	
	Overtime: per Hour per Man	\$142.50	\$326.00	
	Holiday Time: per Hour per Man	n/a	\$326.00	

Response Time: Within 4 Hours after a telephone request for service.

3	Travel Time: The City will pay a maximum of 1/2 hour of travel time for ANY repair call. Note: if a second repair is necessary to complete a repair, only a 1/2 hour of travel time will be paid.			
	Complete Travel Cost for Repair Call	\$125.00	n/a	
4	A discount of _____ will be given on all parts.	n/a	n/a	
	Price parts list:	n/a	n/a	
	Mark-up or Markdown %	n/a	-5%	

Proposal 2- Opening and Closing of Troy Family Aquatic Center (outdoor pool) Seasonally

1	Opening of Pool by May 15th of each Year (total cost)	\$2,175.00	\$3,850.00	
2	Closing of Pool by October 1st of each Year (total cost)	\$1,500.00	\$1,499.00	

Site Inspection:

Contact Information:

Hours of Operation:

24 Hour Phone #:

References:

Insurance Met:

Warranty:

Response Time:

Exceptions:

Signature Page:

Forms:

Yes	Yes	
Rich Delorge	Kevin Steele	
8am - 5pm	8am - 4pm	
734 748 7295	248 366 0606	
Yes	Yes	
Yes	Yes	
Yes	Yes	
ASAP	within 24 hours	
None	None	
Yes	Yes	
Yes	Yes	

Low Bidder meeting specifications.

ATTEST:

Enna Bachlor
Susan Reisterer
Brian Goul
Morgan Thrasher

MaryBeth Murz,
Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 17-42
Page 1 of 8

The undersigned proposes to **provide two year requirements and furnish all labor, tools, material, equipment, and supervision to perform service/maintenance and repair on the City of Troy Outdoor and Indoor Pools, and Mechanical Systems excluding pumps, and open and close the outdoor pool seasonally with two - one year renewal options**, in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: B&B Pool Service and Supply Co.

PROPOSAL 1: CITY OF TROY POOLS MAINTENANCE AND REPAIR EXCLUDING PUMPS

PRICING SCHEDULE:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1.	Repair Service in accordance with specifications: Regular Time:	\$ <u>95.00</u> / Hour Per Man x 2 Man Crew

Response Time: Within **24 hours** after a telephone request for service.
Estimated Number of Hours - 60

2. **Emergency Repairs** in accordance with specifications
- | | |
|---------------|---------------------------------|
| Regular Time: | \$ <u>95.00</u> / Hour Per Man |
| Overtime: | \$ <u>142.50</u> / Hour Per Man |
| Holiday Time: | \$ <u>n/a</u> / Hour Per Man |
- Typical Crew Size 2 Men

Response Time: Within **4 hours** after a telephone request for service.

3. **Travel Time:** The City will pay a maximum of ½ hour of travel time for ANY repair call.
NOTE: If a second repair is necessary to complete a repair, only ½ hour of travel time will be paid.
- \$ 125.00 / Complete Travel Cost for Repair Call

4. **Repair Parts**
A discount of n/a % will be given on all parts. Parts Price List n/a;
Dated n/a will be used. The price lists should be submitted with the bid.

If parts price lists are not available, a markup / markdown of _____ (+ or -) will be added or subtracted from your company's elected price structure which may be verified by invoices or your company's computer generated parts list. Contractor shall return to the City all replaced parts for inspection as requested.

PROPOSAL 2: OPENING AND CLOSING OF TROY FAMILY AQUATIC CENTER (OUTDOOR POOL)
SEASONALLY

PRICING SCHEDULE:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1.	Opening of Pool by May 15 each year	\$ <u>2,175.00</u> / Total Price
2.	Closing of Pool by October 1 each year	\$ <u>1,500.00</u> / Total Price

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and based upon past usage.

IMPORTANT:

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

SITE INSPECTION:

All bidders are requested to examine the premises to determine the amount of work to be done in accordance with specifications. If a site inspection is not made, the bidder accepts full responsibility and risk for any errors or omissions in his/her proposal. Appointments may be made with **Morgan Thrasher, Recreation Supervisor**, at (248) 524-3484 between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday.

(X) Our company made site inspections on Numerous occasions

() Our company did not visit the sites.

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

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

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

COMPANY NAME: B&B Pool Service and Supply Co.

All items of work noted in the Specifications that are not specifically noted in the proposals shall be considered as included in any maintenance and installation project contained herein, and provided at no extra cost to the City.

INFORMATION: For additional general information or questions about the specifications, please contact **Morgan Thrasher, Recreation Supervisor**, at **(248) 524-3484** between the hours of 8:00 am to 4:00 pm, Monday through Friday or email at morgan.thrasher@troymi.gov.

CONTACT INFORMATION:

Hours of operation: 8:00am to 5:00pm 24 Hr. Contact Phone No. 734-748-7295

Contact Person: Rich DeLorge Email: rdelorge@bandbpools.com

SITE INSPECTION:

All bidders are requested to examine the premises to determine the amount of work to be done in accordance with specifications. If a site inspection is not made, the bidder accepts full responsibility and risk for any errors or/omissions in his/her proposal. Appointments may be made with **Morgan Thrasher, Recreation Supervisor**, at **(248) 524-3484** between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday.

ESTIMATED QUANTITIES:

The quantities as shown on the proposal are based on annual usage from prior years and will be used for award purposes only. The actual work may vary from the proposal. The contractor will be paid only for the work he/she does, which may be more or less than the quantities shown on the proposal.

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

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.

REFERENCES:

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

COMPANY: City of Livonia (Botsford pool, Sheldon Pool)
ADDRESS: 15100 Hubbard CITY: Livonia ZIP: 48150
TELEPHONE: 734-466-2925 CONTACT: Stephany Manoogian
EMAIL: _____

COMPANY: City of St. Clair Shores
ADDRESS: 27600 Jefferson Ave CITY: St. Clair Shores ZIP: 48081
TELEPHONE: 586-855-3128 CONTACT: Jason Harms
EMAIL: _____

COMPANY: Midland Country Club
ADDRESS: 1120 W. Saint Andrews CITY: Midland ZIP: 48640
TELEPHONE: 989-631-7000 CONTACT: Tom Messinger
EMAIL: _____

COMPANY NAME: B&B Pool Service and Supply Co.

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 the award of contract.

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(s) for each proposal or to combine proposals, whatever is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

IMPORTANT: The proposal submitted must contain a unit price for each pay item listed. Also, the proposal may be rejected if the bidder adds any provision. Vendor further declares that he/she has familiarized him/herself with the locations of the indoor and outdoor pools in the City of Troy, and the conditions under which they must be serviced. By submitting a proposal, bidder acknowledges that he has carefully examined the specifications and he understands and accepts as sufficient for the purpose of maintaining the City's indoor and outdoor pools.

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.

INVOICES: The contractor shall submit to the designated City representative detailed invoices that include minimally the blanket order number, service preformed, and location(s) of the repair/maintenance work. The Designated City representative reserves the right to review a prototype of the invoice for completeness prior to award. Invoices that are incomplete will not be paid until all requested/required information is submitted. Payments will be made monthly on the basis of the value of the work completed to date that is within the parameters of the specifications.

CONTRACT FORMS: Bidders shall complete the Legal Status of bidder and Non-Collusion forms and return with your bid proposal. All other forms will be completed after award.

PURCHASE ORDER: After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, shall submit any required bonds as specified. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

DELIVERY: All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

COMPANY NAME: B&B Pool Service and Supply Co.

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.

COMPANY NAME: B&B Pool Service and Supply Co.

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

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

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: B&B Pool Service and Supply Co.



Bid Proposal
Light Maintenance
Page 8 of 8

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder whose prices shall remain firm in accordance with the following provisions. The contract period shall commence on the date of award, and continue for two (2) calendar years, with two (2), one (1) year option(s) to renew through mutual consent, within 90 days of contract termination under the same prices, 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.

Parts prices shall be in accordance with the manufacturer's current price list or the company's current computer generated price list and firm discount quoted. Parts lists will be required to be on file at the City of Troy Offices; or if a parts list is not available, the manufacturer's invoiced price with a markup or markdown may be used. Verification of the invoiced price may be required by the City of Troy at the City's discretion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Rich DeLorge

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: 38-1910745

COMPANY: B&B Pool Service and Supply Co.

ADDRESS: 31071 Industrial Road CITY: Livonia STATE: MI ZIP: 48150

TELEPHONE: (734) 427-3242 FAX NUMBER: (734) 427-3235

REPRESENTATIVE'S NAME: Rich DeLorge - Sales Associate
(PRINT)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

CHECK INCLUDED: N/A

WARRANTY: Various

RESPONSE TIME: asap EMAIL: rdelorge@bandbpools.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, or deviations are an integral part of this bid offer:

ACKNOWLEDGEMENT:

I, Rich DeLorge, 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: Rich DeLorge



CITY OF TROY POOLS MAINTENANCE AND REPAIR SERVICES

SPECIFICATIONS

SCOPE OF WORK:

Maintenance and Repair

The Troy Family Aquatic Center with four (4) outdoor pools is a facility owned by the City of Troy and located at 3425 Civic Center Drive Troy, MI 48084. The Troy Community Center with two (2) indoor pools is a facility owned by the City of Troy and located at 3179 Livernois, Troy, MI 48083. The required scope of services shall include, but not be limited to the pool water re-circulation systems, pool filtration system, chemical treatment system, pool heater system, pool UV system, special water features, tile repair and marcite repair. These services will not include pump repair.

Open and Closing of Troy Family Aquatic Center (Outdoor Pool)

The Troy Family Aquatic Center is required to be open and operating pending any emergency repairs by May 15 of each season. The required scope of services for opening shall include, but not be limited to removing debris from pools and gutters, acid washing of pools, filling pool, start up of all mechanical and filter systems. The required scope of services for closing shall include, but not limited to blowing all water lines out, use stoppers to block off all water outlets, and return lines, cover kiddie features with bags, lower pool to necessary levels needed for winter.

WARRANTY: Repair Work

Repair work shall be warranted against defect in material and or workmanship for a period of three (1) year from date of repair.

GENERAL CONDITIONS:

The successful bidder will be required to provide the City with phone numbers to provide repair services 24 hours a day, 7 days a week, throughout the year. The successful bidder will respond as soon as possible to calls for services and shall be within the parameters as stated on page 1 of 5 of the Bid Proposal. If the time frame for an emergency repair is exceeded, the City of Troy reserves the right to call in another firm and forward the invoice for work completed to the awarded bidder for payment.

The Troy Family Aquatic Center is open during the summer from 8 AM - 8 PM seven days a week. (Memorial Day to Labor Day). The Troy Community Center is open year round 6 am to 10 pm.

IMPORTANT NOTE:

This bid is for regular service and maintenance, the City has the option to bid out major repair work or projects through the City bidding process.

INVOICING:

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



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 Rich DeLorge, bearing the office
title of Sales Associate, 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:

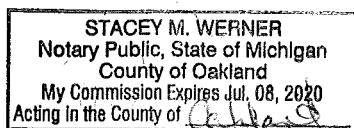
Rich DeLorge, being duly sworn
deposed, says that he
(Print Full Name)

is Sales Associate. 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.

Rich DeLorge
SIGNATURE OF PERSON SUBMITTING BID

Stacey M. Werner
NOTARY'S SIGNATURE



Subscribed and sworn to before me this 17th day of October, 2017 in and for Oakland County.

My commission expires:

7/8/20



**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, and 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.

B&B Pool Service and Supply Co.
Name of Agency/Company/Firm (Please Print)

Rich DeLorge - Sales Associate
Name and title of authorized representative (Please Print)


Signature of authorized representative
Date

10/11/2017

☐ 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, 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	B&B Pools Service and Supply Co.
Street Address	31071 Industrial Road
City	Livonia
State, Zip	Michigan, 48150
Corporate I.D. Number/State	010633/Michigan
Taxpayer I.D. #	38-1910745

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:

Rich DeLorge - Sales associate

Witness Signature:

Printed Name of Witness:

Stacey Werner

G:\ BidLanguage_IranLinkedBusiness



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: October 31, 2017

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic & Community Development
MaryBeth Murz, Purchasing Manager
Dennis Trantham, Facilities and Grounds Operations Manager
Elaine Bo, Recreation Director
Morgan Thrasher, Recreation Supervisor

Subject: Standard Purchasing Resolution 2 – Low Bidder meeting Specifications – Pool Maintenance/Repair Services and Opening/Closing of Troy Family Aquatic Center

History

- This contract is for emergency and regular maintenance/repairs needed for the Troy Family Aquatic Center and Community Center Indoor Pools, excluding pumps, which is covered on another contract.
- Building Operations assists with general maintenance and repair on the pools.
- This contract ensures that the cost of repairs and maintenance are minimal and that repairs are made in a timely manner to ensure limited closure to the public.
- B & B Pools and Spas has provided pool maintenance and repair services in the past and has provided excellent service.
- This contract will also provide for opening and closing of the Troy Family Aquatic Center which has been quoted each year in the past.

Purchasing

- On October 19, 2017, a bid opening was conducted as required by City Charter and Code to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two years at the City of Troy outdoor and indoor pools (excluding pumps), with two, one year renewal options. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info and the bid was also sent to the Troy Chamber of Commerce. Two (2) bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	103
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	1
Troy Companies notified Active Free	1
Companies that viewed the bid	7
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.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

After reviewing the bid proposals, B & B Pool Service & Supply Co. of Livonia, MI was the low bidder meeting specifications and is being recommended to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two years at the City of Troy outdoor and indoor pools (excluding pumps), with two, one year renewal options.

Financial

The funds for these purchases are available in the Troy Family Aquatic Center and Community Center Contractual Services Accounts and Operating Accounts.

Recommendation

City management recommends awarding a contract to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two years at the City of Troy outdoor and indoor pools (excluding pumps), with two, one year renewal options to the low bidder meeting specifications, *B & B Pool Service & Supply Co. of Livonia, MI* for an estimated annual cost of \$30,000, at prices contained in the bid tabulation dated October 19, 2017.

Standard Purchasing Resolution 2 – Low Bidder Meeting Specifications – Pool Maintenance and Repair Services

RESOLVED, That Troy City Council hereby awards a contract to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two years at the City of Troy outdoor and indoor pools (excluding pumps), with two, one year renewal options to the low bidder meeting specifications, *B & B Pool Service & Supply of Livonia, MI* for an estimated annual cost of \$30,000, at prices contained in the bid tabulation dated October 19, 2017; a copy of which shall be ATTACHED to the Minutes of this meeting; contract to expire December 31, 2021;

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2017

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 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 Capital Insurance Group 1263 West Square Lake Road Bloomfield Hills MI 48302		CONTACT NAME: PHONE (A/C, No, Ext): 248-333-2500 FAX (A/C, No): 248-333-2504 E-MAIL ADDRESS: nhein@cap-ins.com		
INSURED B & B Pools & Spa B & B Pool Service & Supply 31071 Industrial Rd Livonia MI 48150		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : C.N.A. Insurance Company		20427
		INSURER B : Continental Insurance Company		35289
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 991139072

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	C5083087914	3/31/2017	3/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		C5083087945	3/31/2017	3/31/2018	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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		C5083087931	3/31/2017	3/31/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	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 <input type="checkbox"/> N/A	WC5083087928	3/29/2017	3/29/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Rent/Leased Equip		C5083087914	3/31/2017	3/31/2018	Limit \$75,000 Ded \$1,000

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

Additional Insured: City of Troy, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers with respect to General Liability and work performed by the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**City of Troy
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

© 1988-2014 ACORD CORPORATION. All rights reserved.