

e) Standard Purchasing Resolution 8: Best Value Award - Police Memorial Project

Resolution #2017-05-080-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide a Police Memorial for the City of Troy to the highest rated proposer, *Eagle Sign & Design of New Albany, IN*, for a total estimated amount of \$100,000.00 at the prices negotiated with the successful vendor, 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 company's submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the Troy Police Department Honor Guard, Inc. raising the funds required to complete the project.

Date Opened: 1/05/17
Date Reviewed: 1/17/17

CITY OF TROY
BID TABULATION
POLICE MEMORIAL PROJECT

RFP-COT 16-29
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Vendor	Eagle Sign and Design	Southpaw Studio	Roth Electrical
City, State	New Albany, IN	Sterling Heights, MI	Burton, MI
Ck #	835405	2011309058	55921308
Amount	\$2,500.00	\$2,500.00	\$2,500.00

Proposal to design, fabricate, furnish and install the Police Memorial Monument Project as per the Scope of Work and Specifications.

TOTAL COST	\$114,600.00	\$124,350.00	\$193,510.00
Meet Project Timeline:	Y	Y	Y
Fundraising Assistance:	N	Y	Y
Questionnaire:	Y	Y	Y
Insurance Requirements:	Y	Y	Y
Completion Timeline:	Y	Y	Y
Hours of Operation:	8:30am-5pm	9am-5pm	7am-3:30pm
24 Contact Phone No:	502.561.0007	586.243.5800	248.505.0820
Warranty:	Y	Y	Y
Terms:	50% Deposit- Balance Net 30	Y	Net 30
Exceptions:	None	None	None
Acknowledgement:	Y	Y	Y
Forms:	Y	Y	Y

CITY OF TROY
 BID TABULATION
 POLICE MEMORIAL PROJECT

RFP-COT 16-29
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Vendor	Vetcon	Vetcon	Vetcon
City, State	Flint, MI	Flint, MI	Flint, MI
Ck #	-	-	-
Amount	-	-	-

Proposal to design, fabricate, furnish and install the Police Memorial Monument Project as per the Scope of Work and Specifications.

TOTAL COST	\$257,237.00	\$238,137.00	\$310,508.00
Meet Project Timeline:	Y	Y	Y
Fundraising Assistance:	Y	Y	Y
Questionnaire:	Y	Y	Y
Insurance Requirements:	Y	Y	Y
Completion Timeline:	Y	Y	Y
Hours of Operation:	7am-4:38pm	7am-4:38pm	7am-4:38pm
24 Contact Phone No:	810.252.7538	810.252.7538	810.252.7538
Warranty:	Y	Y	Y
Terms:	None	None	None
Exceptions:	None	None	None
Acknowledgement:	Y	Y	Y
Forms:	Y	Y	Y

ATTEST:

Frank Shuler
 Russ Harden
 Todd Dodge
 Enna Bachelor
 Susan Reisterer

MaryBeth Murz,
 Purchasing Manager



Request for Proposals
Troy Police Memorial Design Project
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VENDOR QUESTIONNAIRE

DATE: 12/6/16
Month/Date/Year

FIRM NAME: Eagle Sign & Design - NVSO, LLC

ESTABLISHED: MARCH 19 95 / 20 STATE: IN/KY Years in Business: 21

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- ☒ c. Corporation
- d. Joint Venture
- e. Other _____

If applicable:

FORMER FIRM NAME(S)

EAGLE SIGN & DESIGN

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Provide and describe a detailed project timeline for the City of Troy Police Memorial Project.

30 DAYS TO FINALIZE DESIGN, PERMITTING PREPARATION
90 DAY FOR CONSTRUCTION & MANUFACTURING

2. Describe involvement your company has had with similar Memorial projects. Provide three (3) examples of similar projects including pictures.

SEE ATTACHED PHOTOS & DESCRIPTIONS

3. Does your company or firm offer fund raising assistance for projects of this nature? If so detail fund raising assistance capabilities and services.

NO



4. List the personnel of your company that would be involved and assigned to this project and their areas of specialization.

JOHN SHIRCLIFFE, PROJECT MANAGER

5. Please explain how your firm shall become familiar with the City of Troy Memorial Project to determine the needs of this project.

MEETING WITH STAKEHOLDERS & OFFICERS

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Firm Representative: _____

Title of Authorized Firm Representative: _____

Production Manager

Representative's Name: _____

John Shircliffe
(print)

Firm Name: _____

Eagle Sign & Design

Address: _____

2235 Corydon Pike, New Albany IN 47150

Phone Number: _____

(502) 561-0007

Fax Number: _____

(502) 561-0051

E-mail: _____

john@eagle-sign.com

Date: _____

12/6/16

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

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

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

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

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

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

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

OTHER: Sole proprietors must execute a certificate of exemption from Workers' Compensation requirements or provide proof of Workers' 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.

FIRM NAME: Eagle Sign & Design

PROFESSIONAL LIABILITY: Coverage shall have limits of no less than \$1,000,000 per claim.

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 shall be notified to submit a letter from the insurance agent or carrier that the insurance to be supplied shall 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 shall be considered non-responsive and the bid un-awardable. This process shall 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 shall 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; if applicable. The firm shall be considered in default of contract and shall be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

FIRM NAME: Eagle Sign & Design



Request for Proposal
Troy Police Memorial Design Project
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CITY OF TROY POLICE DEPARTMENT PROFILE:

The City of Troy Police Department is known for its excellence in providing the protection of life, property and human rights, through law enforcement services. The City of Troy Police Department is seeking proposals for the opportunity to design, fabricate, furnish and install a Police Memorial Badge Monument so as to create a permanent memorial to honor City of Troy Police Officers.

The City of Troy has organized a committee to review and assess the individual proposals generated from this RFP and to make a recommendation to the Troy City Council effectively recommending a Company or Organization that is ranked number one by the committee at a January, 2017 City Council Meeting. The committee members are:

Frank J. Shuler, Police Patrol Sergeant
Joshua Jones, Police Patrol Sergeant
Russ Bragg, Investigations Office
MaryBeth Murz, Purchasing Manager

Andy P. Satterfield, Police Administration Sergeant
Russ Harden, Investigations Lieutenant
Jason Clark, Training Officer
Enna Bachelor, Buyer

OBJECTIVE OF RFP:

The objective of this Request for Proposal (RFP) is to offer experienced Companies, Firms and/or Artists specializing in Memorial Monument Design an opportunity to submit a detailed proposal. The City of Troy shall consider Proposals that clearly state how the proposed Design Project shall be :

1. Accessible and welcoming to the public
2. An inviting destination where police officers and police personnel, family members and the community are able to honor the City's fallen officers who gave the ultimate sacrifice in the line of duty.
3. A focal point for ceremonies and events; such as the Police Memorial Day Ceremony.
4. A reminder to working police personnel of the ever-present risk associated with their service.
5. A destination for the public to offer expressions of appreciation, sympathy and grief should other officer deaths occur in the future.
6. A reflection of values and principles of police service which include integrity, respect, accountability, laws and constitution, problem solving, and professionalism.

PURPOSE:

The City of Troy shall select an experienced and qualified Company, Firm or Artist to proceed with the negotiation process from those proposers submitting Proposals. The evaluation process shall include a review of the Company, Firm or Artist's experience, references, and detailed site plan being proposed to implement the goals within the scope of this RFP. Proposers shall be evaluated based on the demonstrated ability to fulfill all aspects of the RFP.

The company or organization shall propose a Troy Police Memorial Monument Project to be designed, fabricated, furnished and installed by the successful proposer. The Police Memorial Monument Project shall be planned with City of Troy Police Staff.

PROPOSAL: To design, fabricate, furnish and installed the Police Memorial Monument Project as per the Scope of Work and Specifications.

Total Cost:

\$ 114,600⁰⁰

Detailed Project Timeline Attached: ☒ Yes

☐ No

Fund Raising Assistance: ☐ Yes

☒ No

FIRM NAME: Eagle Sign & Design



Request for Proposal
Troy Police Memorial Design Project
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SELECTION/INSTALLATION TIMELINE: (Subject to change)

Issuance of bid documents and posting on MITN	November 11, 2016
Pre-Proposal Question Deadline	November 28, 2016
Pre-Proposals and Site Inspection Meeting at Troy City Hall	November 30, 2016 10:00 a.m.
Due Date for Bids (Bids received in the Office of the City Clerk 500 W. Big Beaver Road, Troy, MI 48084)	January 3, 2017
Contractor Post Bid Interviews	January 7, 2017 (Week of)
Consideration of Contract by Troy City Council	January, 2017

PROPOSAL TERMS AND CONDITIONS

PRE-PROPOSAL MEETING – SITE INSPECTION:

All bidders **are encouraged to** examine the Memorial site to review and view the site in accordance with the specifications. A **Pre-Proposal Meeting is scheduled for November 30, 2016, 10:00am, EST.** at the City of Troy City Hall, Conference Room C; 500 West Big Beaver, Troy, MI 48083. An opportunity to inspect the site shall be provided during the pre-proposal meeting.

PROPOSAL SIGNATURES:

Each authorized representative of the Firm must sign the proposal with their usual signature and shall give their full business address. Proposals submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. Each signature represents binding commitment upon the Respondent to provide the services offered to the City if the Respondent is determined to be the most responsive and responsible Respondent.

WITHDRAWAL:

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of the Proposals. No Proposal may be withdrawn after the deadline for submission.

NO RFP RESPONSE:

For those business who receive this RFP but who do not submit a response, it would help the City if you complete the Statement of No Bid Form.

PROCUREMENT POLICY:

Procurement for the City shall be handled in a manner providing fair opportunity to all businesses. This shall be accomplished without abrogation or sacrifice of quality as determined to be in the best interest of the City. The Purchasing Manager has the vested authority to execute a contract, subject to Mayoral and/or Council approval where required.

RETAIN PROPOSALS:

The City reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the City of Troy and the consultant selected.

FIRM NAME: Eagle Sign & Design



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LAWS:

All applicable State of Michigan and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference. The Firm shall comply with all federal, state, or local laws, rules, ordinances, regulations, licenses and permits. The firm, including its employees and agents, shall be responsible for knowing the City of Troy policies concerning appropriate behavior of persons on City property and shall comply with all applicable policies.

PERMITS:

The contractor shall obtain and pay for all permits, licenses, inspections, approvals and fees required by the state of Michigan or agency having jurisdiction over the installation, alteration or construction of work included. Only the permits issued by the City of Troy for this project shall have the costs waived.

ADDITIONAL INFORMATION:

For additional information/questions concerning this project, contact MaryBeth Murz, Purchasing Manager, at (248) 680-7291 or m.murz@troymi.gov.

CONTRACT AWARD:

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the RFP, evaluation of the fee proposals, professional competence, references that include evidence of completion of at least three (3) projects of similar scope and size, understanding of the project, ability to meet deadlines, and the correlation of the proposal submitted to the needs of the City of Troy and all criteria selection factors considered to be in the best interest of the City of Troy. The intent of the award is to contract with one firm for this project.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; or whatever is deemed to be in the City's best interest.

ERRORS AND OMISSIONS:

Proposers are not permitted to take advantage of any errors and omissions in the specifications since full instructions shall be given should they be called to the attention of the Purchasing Office on or before the deadline specified in the Section Instructions to Bidders, item # 11 Additional Request for Clarification.

DOWN PAYMENTS OR PRE-PAYMENTS:

All proposals submitted with terms or any provisions in the proposal, which requires a down payment or pre-payment of any kind shall not be considered for an award. The designated City Representative shall make payment approval of all items upon acceptance of the work being invoiced.

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.

FIRM NAME: Eagle Sign & Design



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INVOICING AND PAYMENT:

The City of Troy reserves the right to select the invoicing option deemed to be in its best interest at the time of implementation of the contract. No additional costs shall be incurred for the invoicing option selected. Detailed billing shall be required which minimally includes the project name, service(s) provided, hours worked, cost per hour, and a detailed breakdown of additional allowable expenses.

Termination of service shall be unacceptable for non-payment of a bill without the successful bidder contacting the designated City representative to resolve the problem. The City shall have 45 days to resolve any billing problem from written notice to terminate services.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department shall issue an award letter to the successful proposer. The successful proposer once notified, shall be required to sign the Contract Form. The purchase order issued in conjunction with the Contract Form from the City of Troy shall create a bilateral Contract between the parties, and the successful bidder shall commit to perform the Contract in accordance with the Specifications and Scope of Work.

COMPLETION DATE: A work schedule shall be provided to the Troy Police Department and approved prior to the start of work.

The project must be completed by the dates stated in the Scope of Work.

☒ Our Firm can meet the completion dates

PROGRESS PAYMENTS:

Partial payments shall be made at the discretion of the designated City Representative. The City of Troy reserves the right to withhold payments until acceptance for that portion of work completed which is being invoiced.

RIGHT TO REQUEST ADDITIONAL INFORMATION:

The City reserves the right to request any additional information it deems necessary from any firm responding to this RFP after the documents have been received.

QUALIFICATIONS OF BIDDERS:

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Troy that it has the necessary facilities, abilities, and financial resources to provide the services specified herein. The bidder may also be required to give a past history in order to satisfy the City of Troy in regard to the bidder's qualifications. The City of Troy may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Troy all information for this purpose that may be requested.

ASSIGNMENTS:

The proposer agrees not to assign or transfer this service or any part thereof without the written consent of the City of Troy, acting through the Purchasing Manager or authorized representatives. Any unauthorized assignment may subject the proposer to immediate termination.

PREVAILING WAGE:

This is a NOT a prevailing wage project.

FIRM NAME: Eagle Sign & Design



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TERMINATION OF AWARD:

Should the proposer fail, neglect or refuse to perform his duties under the proposal, the City shall have the right to terminate award of the proposal upon seven (7) days written notice given to the proposer and his surety and to proceed to complete the work. The proposer shall pay any additional costs incurred by the City. The proposal shall provide that the City reserves the right to cancel award of the proposal at any time upon thirty (30) days prior written notice of its intent to terminate any award. The selected proposer shall provide the City at least ninety (90) days prior written notice of its intent to terminate any services, which shall give the City time to find a new service provider. No service charge, handling fees or other penalties for cancellation shall be assessed by either party.

COMPLETION SCHEDULE:

The work shall commence when scheduled with City staff upon City Council approval. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The entire project must be complete by **date agreed upon by Contractor and City Representative.**

DESIGNATED CITY REPRESENTATIVE:

Police Sgt. Frank Shuler is the designated City Representative for this project. 248 619-7685 or frank.shuler@troymi.gov

FIRM NAME: Eagle Sign & Design



Request for Proposal

Troy Police Memorial Design Project - Proposal Terms and Conditions (continued)

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MICHIGAN CONSTRUCTION LIEN ACT:

The bidder agrees that, if awarded the Contract he/she shall abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

BOND SUBMITTAL:

Subsequently, upon notice of award to the successful bidder of this project, the Contractor(s) shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, and an executed Labor and Materials Payment Bond, and an executed two-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

DELIVERY:

Materials are not to be delivered to the site until work is to commence. Secure storage space shall not be available for long-term storage. All materials are to be F.O.B. delivered, freight paid to the work location in the City of Troy in accordance with specifications.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative shall be solely responsible for determining acceptable performance levels. His/her decision shall be deemed in the City of Troy's best interest and shall be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

CONTACT INFORMATION:

Hours of Operation: 8:30am-5:00pm 24 Hr. Contact Phone No. (502) 561-0007

ASSIGNMENTS:

The successful bidder(s) agrees not to assign or transfer this contract or any part thereof without written permission of the City of Troy. Any unauthorized assignment may subject the contract to immediate termination.

FIRM NAME: Eagle Sign & Design



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SIGNATURE PAGE

PRICES

Price quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm until successful completion of all specified requirements for this project.

SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE: _____

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

FIRM Eagle Sign & Design

ADDRESS 2235 Condon Pike CITY New Albany STATE IN ZIP 47150

TELEPHONE NUMBER (502) 561-0007 FAX NUMBER (502) 561-0051

REPRESENTATIVE'S NAME John Shuckliffe

SIGNATURE OF AUTHORIZED FIRM REPRESENTATIVE: _____

TERMS: 50% DEPOSIT - BALANCE - NET 30 EMAIL: john@eaglesign.com

COMPLETION: AS SPECIFIED IN SCOPE OF WORK and PROJECT TIMELINE

WARRANTY: _____

EXCEPTIONS:

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

NONE

ACKNOWLEDGEMENT: I, John Shuckliffe, certify that I have read the **Instructions to Bidders** (4 Pages) and that the 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 FIRM REPRESENTATIVE: _____

IMPORTANT: All City of Troy purchases require a **MATERIAL SAFETY DATA SHEET**, 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: PRICES QUOTED SHALL BE IN U.S. CURRENCY.



**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.*

Eagle Sign & Design
Name of Agency/Company/Firm (Please Print)

John Shrock
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

12/6/16
Date

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



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 INDIANA
for whom JOHN SHIRCLIFFE, bearing the office title of PROJECT 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:

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



**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	NVSD LLC DBA Eagle Sign & Design
Street Address	2235 Corydon Pike
City	New Albany
State, Zip	IN, 47150
Corporate I.D. Number/State	
Taxpayer I.D. #	32-0451110

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:

John Shurcliffe

Witness Signature:

Printed Name of Witness:

Nicholas Kwiatkowski

2017-55- J4e



CITY COUNCIL AGENDA ITEM

Date: May 8, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Gary Mayer, Police Chief

Subject: Standard Purchasing Resolution 8: Best Value Award – Police Memorial Project

History

The Troy Police Honor Guard was formed to perform official remembrance ceremonies and funeral details for law enforcement professionals who have passed away in the line of duty. The Honor Guard also performs flag raising duties at various civic events that require a dignified display and presentation of our nation's flag. The Honor Guard is highly trained in the aspects of drill and ceremony, flag presentations, and funeral details.

The Troy Police Honor Guard Inc. is a 501c3 charity founded to give financial support to the families of law enforcement professionals in the State of Michigan who have passed away in the line of duty. They also fund projects and participate in ceremonies that memorialize law enforcement professionals. In support of these efforts the Troy Police Honor Guard participates in various fundraising initiatives.

The Troy Police Honor Guard has proposed to have a badge monument erected in front of the Police Department as a standing Memorial to all Law Enforcement Officers who have made the ultimate sacrifice in the line of duty. This monument will serve as a lasting symbol of the service and sacrifice of all Law Enforcement Officers, past, present and future and exemplify our core values of Integrity, Respect, Laws and the Constitution, Accountability, Problem Solving and Professionalism.

The Badge Monument project is estimated to cost approximately \$100,000.00. The Troy Police Honor Guard has conducted several fundraising activities to support this project and to date has raised approximately \$62,000.00.

Purchasing

On January 5, 2017, a bid opening was conducted as required by City Charter and Code for the Police Memorial Project. The bid was posted on the Michigan inter-Governmental Trade Network (MITN) website; www.mitn.info. Four (4) proposals were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	219
Troy Companies notified via MITN	6
Troy Companies - Active email Notification	6
Troy Companies - Active Free	0
Companies that viewed the bid	40
Troy Companies that viewed the bid	1

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.



CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Four (4) proposal responses were received as detailed:
 - Eagle Sign & Design New Albany, IN
 - Roth Electrical Burton, MI
 - Southpaw Studios Sterling Heights, MI
 - Vet-Con Flint, MI
- Proposals from firms who met the following Qualifying Conditions of the RFP were evaluated:
 - A. Experience and knowledge of Police Memorial Design Projects
 - B. Positive References
 - D. Qualifications of firm to perform the project as specified
 - E. Work plan and methodology proposed
 - E. Questionnaire Responses
- Scoring criteria was as follows:
 - 40% Proposal Score (100 point base)
 - 45% Price Score (100 point base)
 - 15% Interview Score (100 point base)
- Five (5) Committee Members reviewed and evaluated the proposals. The Committee Members were as follows:
 - Lieutenant. Russell Harden
 - Sergeant. Andy Satterfield
 - Sergeant Frank Schuler
 - Sergeant Russell Bragg
 - Officer Jason Clark
- Based on the Firms' qualifying conditions and scores for proposal and price; the top three (3) Firms were interviewed by the full committee on March 30, 2017.
- The top three (3) rated Firms were:
 - Eagle Sign & Design
 - Roth Electrical
 - Southpaw Studios.
- The interview gave the top three (3) Firms the opportunity to present to the full evaluation committee; addressing their design concepts, materials to be used, and company expertise
- Based on the scoring criteria, the Committee recommended awarding the contract to the highest rated proposer, *Eagle Sign & Design of New Albany, IN*. The Scoring Summary is attached.
- *Eagle Sign & Design* is a full service manufacturer and contractor specializing in custom signage and monuments for communities, organizations, parks and developments.
- *Eagle Sign & Design* has been in business since 1995 designing, manufacturing and installing products across the country.
- The memorial is expected to be completed in time for the dedication at Police Memorial Week 2018 observances.



CITY COUNCIL AGENDA ITEM

Financial

Approximate cost is \$100,000.00 which will be 100% funded by donations and fundraising activities through the efforts of the Troy Police Honor Guard. To date, \$62,000.00 has been raised to fund the Police Memorial Project. Fundraising efforts are ongoing.

Recommendation

City management recommends awarding a contract to design, construct, and install a Police Memorial for the City of Troy Police Department, to the highest rated proposer, *Eagle Sign & Design of New Albany, IN* as a result of a best value evaluation process for a total not to exceed amount of \$100,000.00 at prices contained in the bid tabulation opened January 5, 2017. The award is contingent upon the Firm's submission of properly executed bid documents including insurance certificates and all specified requirements.

Date Opened: 1/05/17
Date Reviewed: 1/17/17

CITY OF TROY
BID TABULATION
POLICE MEMORIAL PROJECT

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Vendor	Eagle Sign and Design	Southpaw Studio	Roth Electrical
City, State	New Albany, IN	Sterling Heights, MI	Burton, MI
Ck #	835405	2011309058	55921308
Amount	\$2,500.00	\$2,500.00	\$2,500.00

Proposal to design, fabricate, furnish and install the Police Memorial Monument Project as per the Scope of Work and Specifications.

TOTAL COST	\$114,600.00	\$124,350.00	\$193,510.00
Meet Project Timeline:	Y	Y	Y
Fundraising Assistance:	N	Y	Y
Questionnaire:	Y	Y	Y
Insurance Requirements:	Y	Y	Y
Completion Timeline:	Y	Y	Y
Hours of Operation:	8:30am-5pm	9am-5pm	7am-3:30pm
24 Contact Phone No:	502.561.0007	586.243.5800	248.505.0820
Warranty:	Y	Y	Y
Terms:	50% Deposit- Balance Net 30	Y	Net 30
Exceptions:	None	None	None
Acknowledgement:	Y	Y	Y
Forms:	Y	Y	Y

CITY OF TROY
 BID TABULATION
 POLICE MEMORIAL PROJECT

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Vendor	Vetcon	Vetcon	Vetcon
City, State	Flint, MI	Flint, MI	Flint, MI
Ck #	-	-	-
Amount	-	-	-

Proposal to design, fabricate, furnish and install the Police Memorial Monument Project as per the Scope of Work and Specifications.

TOTAL COST	\$257,237.00	\$238,137.00	\$310,508.00
Meet Project Timeline:	Y	Y	Y
Fundraising Assistance:	Y	Y	Y
Questionnaire:	Y	Y	Y
Insurance Requirements:	Y	Y	Y
Completion Timeline:	Y	Y	Y
Hours of Operation:	7am-4:38pm	7am-4:38pm	7am-4:38pm
24 Contact Phone No:	810.252.7538	810.252.7538	810.252.7538
Warranty:	Y	Y	Y
Terms:	None	None	None
Exceptions:	None	None	None
Acknowledgement:	Y	Y	Y
Forms:	Y	Y	Y

ATTEST:

Frank Shuler
Russ Harden
Todd Dodge
Enna Bachelor
Susan Reisterer



MaryBeth Murz,
 Purchasing Manager

STANDARD PURCHASING RESOLUTION 8 – BEST VALUE AWARD – Police Memorial Project

RESOLVED, That a Contract to provide a Police Memorial for the City of Troy is hereby AWARDED to the highest rated proposer, *Eagle Sign & Design of New Albany, IN*, for a total estimated amount of \$100,000.00 at the prices negotiated with the successful vendor, 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 company's submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements.

BE IT FINALLY RESOLVED, That the award is contingent upon the Troy Police Department Honor Guard, Inc. raising the funds required to complete the project.