

2015-9...12

**CITY COUNCIL MINUTES – Draft**

**April 13, 2015**

**b) Standard Purchasing Resolution 1: Award to Sole Bidder - Pump Repair Services – Indoor and Outdoor Pools**

Resolution #2015-04-051-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a three-year contract with one two (2) year renewal option to the sole bidder, *Professional Pump Inc of Belleville, MI* for Pump Repair and Emergency Services on an as needed basis at the Troy Family Aquatic Center and Troy Community Center under the prices, terms and conditions in the bid tabulation opened April 2, 2015, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire April 30, 2018.

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

**PUI HASE/SERVICE CONTRACT**

**Ship To**  
 City of Troy  
 Aquatic Center  
 3425 CIVIC CENTER DRIVE  
 TROY, MI 48084

**Bill To**  
 City of Troy  
 Aquatic Center  
 3425 CIVIC CENTER DRIVE  
 TROY, MI 48084

**No:** 2015-90000012  
**Date:** 04/22/2015

**FOB DESTINATION**

**Entered By:** MaryBeth Murz

**Vendor**  
**VENDOR NO.** 165149  
 PROFESSIONAL PUMP INC  
 41300 COCA COLA DRIVE  
 BELLEVILLE, MI 48111

**COPY**

CONTRACT DESCRIPTION					
Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
05/01/2015	04/30/2018	2 Times Annually	2015-04-051-J-4b	2015-90000012	30000.00

**Pump Repair and Emergency Repair Services**

Furnish all labor, tools, equipment including cranes etc. and transportation services to provide three-year requirements of Pump Repair and Emergency Repair Services on the City of Troy (Outdoor and Indoor) Pools with one Two-Year Renewal option, in accordance with the specifications and drawings for ITB-COT 15-12 as per attached detailed bid pricing.

Pump Repair Services are as per the direction of:

Brian Goul, Assistant Recreation Director or

Kelly Molinar, Recreation Supervisor

City Council Approval Date: 4/13/2015.

**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

CITY OF TROY  
PURCHASE ORDER

VENDOR NAME: **Professional Pump, Inc.**

**PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE THREE-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES ON THE CITY OF TROY (OUTDOOR AND INDOOR) POOLS WITH ONE – TWO (2)-YEAR RENEWAL OPTION.**

**1. Repair Service**

ITEM DESCRIPTION: a. Pump Repair ON-SITE	_____ / Hour Per Man x 2 Man Crew	\$50.00
ITEM DESCRIPTION: b. Pump Repair OFF-SITE estimated # of hours: 60 hours annually	_____ / Hour Per Man	\$50.00
ITEM DESCRIPTION: c. Cost to remove the pumps from their housing and replacement after work completion including all labor and equipment including a crane and operator.	_____ / Hour	\$190.00
ITEM DESCRIPTION: d. Response Time:	Within _____ hours after a telephone request for service	4 hrs

**2. Emergency Repairs:**

ITEM DESCRIPTION: Regular Time:	_____ / Man Per Hour	\$50.00
ITEM DESCRIPTION: Overtime Time:	_____ / Man Per Hour	\$75.00
ITEM DESCRIPTION: Holiday Time:	_____ / Man Per Hour	\$75.00

**3. Troy Family Aquatic Center Pump Repair Parts (All pumps were originally Floway)**

ITEM DESCRIPTION: A discount of _____% will be given on all parts. Parts Price List _____; Dated _____ will be used. Parts Price List attached and marked _____ for identification.		
_____ % discount		
Parts Price List		
Dated:		
Parts Price List attached and marked - Y or N		
Markup / markdown ( + or -)	15%	
Impeller replacement cost \$ _____ ea		\$1,023.00
Shaft replacement cost \$ _____ ea		\$724.00

CITY OF TROY  
PURCHASE ORDER

VENDOR: Professional Pump, Inc.

<b>4. Aurora Repair Parts</b>		
ITEM DESCRIPTION: A discount of ___ % will be given on all parts. Parts Price List ___; Dated ___ will be used.		
___% discount		
Parts Price List		
Dated:		
Parts Price List attached and marked - Y or N		
Markup / markdown ( + or -)		15%
Impeller replacement cost \$ ___ ea		N/A
Shaft replacement cost \$ ___ ea		\$375.00
<b>5. Travel Time</b>		
ITEM DESCRIPTION: The City of Troy will pay a maximum of the first 1/2-hour of travel time for any repair call. (Note: If a second repair is necessary to complete the initial repair, only 1/2 hour of travel time will be paid.)		
\$ ___ Travel Time/ Complete Repair Call		\$50.00
CONTACT INFORMATION: Hours		7:30am-3:30pm
24 Hour Phone Number		734-394-7878
Contact Person		
SITE INSPECTION	Yes or No	No
REFERENCES:	Yes or No	Yes
INSURANCE	Can meet:	Yes
Cannot meet:		
EXPERIENCE WORKING WITH FLOWAY AND/OR AURORA		28 yrs exp.
Years of experience		
SIGNATURE PAGE:	Yes or No	Yes
WARRANTY:		3 Years
EXCEPTIONS:	Yes or No	None
FORMS:		Yes

VENDOR NAME: **Professional Pump, Inc.**  
 City: **Belleville, MI**

**PROPOSAL: FURNISH ALL LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE THREE-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES ON THE CITY OF TROY (OUTDOOR AND INDOOR) POOLS WITH ONE - TWO (2)-YEAR RENEWAL OPTION.**

**1. Repair Service**

<b>ITEM DESCRIPTION:</b> a. Pump Repair ON-SITE		
_____ / Hour Per Man x 2 Man Crew	\$50.00	
<b>ITEM DESCRIPTION:</b> b. Pump Repair OFF-SITE <i>estimated # of hours: 60 hours annually</i>		
_____ / Hour Per Man	\$50.00	
<b>ITEM DESCRIPTION:</b> c. Cost to remove the pumps from their housing and replacement after work completion including all labor and equipment including a crane and operator.		
_____ / Hour	\$190.00	
<b>ITEM DESCRIPTION:</b> d. Response Time:		
Within _____ hours after a telephone request for service	4 hrs	

**2. Emergency Repairs**

<b>ITEM DESCRIPTION:</b> Regular Time:		
_____ / Man Per Hour	\$50.00	
<b>ITEM DESCRIPTION:</b> Overtime Time:		
_____ / Man Per Hour	\$75.00	
<b>ITEM DESCRIPTION:</b> Holiday Time:		
_____ / Man Per Hour	\$75.00	

**3. Troy Family Aquatic Center Pump Repair Parts (All pumps were originally Floway)**

**ITEM DESCRIPTION:** A discount of \_\_\_\_\_% will be given on all parts. Parts Price List \_\_\_\_\_; Dated \_\_\_\_\_ will be used. Parts Price List attached and marked \_\_\_\_\_ for identification.

_____ % discount		
Parts Price List		
Dated:		
Parts Price List attached and marked - Y or N		
Markup / markdown (+ or -)	15%	
Impeller replacement cost \$ _____ ea	\$1,023.00	
Shaft replacement cost \$ _____ ea	\$724.00	

CITY OF TROY  
 BID TABULATION  
 PUMP REPAIR SERVICES

Professional Pump, Inc.  
 Belleville, MI

<b>4. Aurora Repair Parts</b>			
ITEM DESCRIPTION: A discount of ___ % will be given on all parts. Parts Price List ____; Dated ___ will be used.			
___% discount			
Parts Price List			
Dated:			
Parts Price List attached and marked - Y or N			
Markup / markdown ( + or -)		15%	
Impeller replacement cost \$ ___ ea		N/A	
Shaft replacement cost \$ ___ ea		\$375.00	
<b>5. Travel Time</b>			
ITEM DESCRIPTION: The City of Troy will pay a maximum of the first 1/2-hour of travel time for any repair call. (Note: If a second repair is necessary to complete the initial repair, only 1/2 hour of travel time will be paid.)			
\$ ___ Travel Time/ Complete Repair Call		\$50.00	
CONTACT INFORMATION: Hours		7:30am-3:30pm	
24 Hour Phone Number		734-394-7878	
Contact Person			
SITE INSPECTION	Yes or No	No	
REFERENCES:	Yes or No	Yes	
INSURANCE	Can meet:	Yes	
Cannot meet:			
EXPERIENCE WORKING WITH FLOWAY AND/OR AURORA		28 yrs exp.	
Years of experience			
SIGNATURE PAGE:	Yes or No	Yes	
WARRANTY:		3 Years	
EXCEPTIONS:		None	
FORMS:		Yes	

**DENOTES SOLE BIDDER MEETING SPECIFICATIONS**

**ATTEST:**

Susan Riesterer  
 Enna Bachelor  
 Brian Goul

MaryBeth Murz,  
 Purchasing Manager



**CITY OF TROY  
 BID PROPOSAL**

ITB-COT 15-12

Page 1 of 6

The undersigned proposes to FURNISH LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE TWO-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES ON THE CITY OF TROY (OUTDOOR AND INDOOR) POOLS WITH TWO – ONE (1) - YEAR RENEWAL OPTIONS, in accordance with the attached specifications and drawings to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Professional Pump Inc.

**PROPOSAL: PUMP REPAIR SERVICES**

**PRICING SCHEDULE:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1.	<u>Repair Service:</u>	
a.	Pump Repair - ON-SITE	\$ <u>50.00</u> / Hour Per Man x 2 Man Crew
	<i>Estimated # of Hours: 60 Hours Annually</i>	
b.	Pump Repair - OFF-SITE	\$ <u>50.00</u> / Hour Per Man
c.	Cost to remove the pumps from their housing and replacement after work completion including all labor and equipment including a crane and operator.	\$ <u>190.00</u> / Hour
d.	<b>Response Time:</b> Within <u>4</u> hours after a telephone request for service.	
2.	<u>Emergency Repairs:</u> Regular Time:	<u>50.00</u> / Man Per Hour
	Overtime Time:	<u>75.00</u> / Man Per Hour
	Holiday Time:	<u>75.00</u> / Man Per Hour
	<i>Estimated # of hours @ regular time: 20 hours Annually</i>	
	<b>Response Time:</b> Within <b>4 Hours</b> after telephone request for service	
	<b>Typical Crew Size:</b> 2 person crew	

**NOTE:** Although the pre-bid meeting is not mandatory, important information regarding the pumps and needed repairs will be provided.



**ITEM DESCRIPTION**

3. **Troy Family Aquatic Center Pump Repair Parts (All pumps were originally Floway)**

A discount of \_\_\_\_\_ % will be given on all parts. Parts Price List \_\_\_\_\_;  
Dated \_\_\_\_\_ will be used. Parts Price List attached and marked \_\_\_\_\_ for  
identification.

If parts price lists are not available, a markup / markdown of 15% will be added or  
(+ or -)  
subtracted from your company's elected price structure which may be verified by invoices or  
your company's computer generated parts list.

Original Vertical Turbine Pump Model #LKH - 25 Horsepower filter pump with 8-in discharge – 316  
Upgraded to - Stainless Steel Shafting - Bronze Impeller - Carbon Bearings & packed Stuffing Box.  
Bidders have opportunity to view pumps at the pre-bid meeting.

Impeller replacement cost	\$ <u>1,023.00</u>	ea
Pump Shaft replacement cost	\$ <u>724.00</u>	ea

4. **Aurora Repair Parts**

A discount of \_\_\_\_\_ % will be given on all parts. Parts Price List \_\_\_\_\_;  
Dated \_\_\_\_\_ will be used.

If parts price lists are not available, a markup / markdown of 15% will be added or  
(+ or -)  
subtracted from your company's elected price structure which may be verified by invoices or  
your company's computer generated parts list.

Pentair Pump # 02-406411 Type # 342ABF filter pump with 8-in discharge

Impeller replacement cost	\$ <u>N/A</u>	ea
Shaft replacement cost	\$ <u>375.00</u>	ea

**PROPRIETARY PRICE LISTS:** If your company deems that your price lists are proprietary  
information, your company can provide a price list that is marked with the words "PROPRIETARY  
INFORMATION" which will then exclude that document from Freedom of Information requests. If a  
price list is provided which is not identified as "PROPRIETARY INFORMATION", it cannot be marked  
as such by City staff and will be subject to Freedom of Information requests.

**REPLACEMENT PARTS AS LISTED WILL BE USED FOR AWARD PURPOSES.**

The unit price quoted above should match the cost provided in the parts price list taking the quoted discount.

5. **Travel Time**

The City of Troy will pay a maximum of **the first 1/2-hour of travel time** for any repair call.

(Note: If a second repair is necessary to complete the initial repair, only 1/2 hour of travel time will  
be paid.)

\$ 50.00 Travel Time / Complete  
Repair Call

**IMPORTANT:** Under normal circumstances, it is assumed that the pumps will be required to be  
removed from their current location to do most work.

COMPANY NAME: Professional Pump Inc

**ESTIMATED QUANTITIES:** Quantities stated are estimated and will be use for award purposes only. The City will not be penalized for usage that is greater than or less than the stated annual usage. The City of Troy will only pay for work completed and approved at the rates as quoted.

**DESCRIPTIVE LITERATURE:** Please attach to your bid proposal any pertinent descriptive material relevant to the item bid.

**IMPORTANT NOTE:** It is assumed that most work will require a minimum 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, the estimated number of hours stated during a typical year for Items #1 and #2 multiplied by the regular time rate will be used, using the above stated criteria.

**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: AK Steel  
ADDRESS: Hot Dip Line CITY: Dearborn ZIP: \_\_\_\_\_  
TELEPHONE: 313-317-2628 CONTACT: Eric Blais  
EMAIL: eric.blais@aksteel.com

COMPANY: Detroit Diesel  
ADDRESS: \_\_\_\_\_ CITY: Redford ZIP: \_\_\_\_\_  
TELEPHONE: 313-617-5259 CONTACT: Kevin Holmgren  
EMAIL: Kevin.holmgren@daimler.com

COMPANY: GM Warren Powertrain  
ADDRESS: \_\_\_\_\_ CITY: Warren ZIP: \_\_\_\_\_  
TELEPHONE: 615-642-5935 CONTACT: Marlon Clark  
EMAIL: marlon.clark@gm.com

**DESIGNATED CITY REPRESENTATIVE:** For additional information or questions concerning this project please contact: **Kelly Molinar**, Recreation Supervisor, at (248) 524-3484 or **Steve Pallotta**, Building Operations Director, at (248) 524-3503 between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday.

**MANDATORY:** THE SUCCESSFUL BIDDER(S) MUST HAVE EXPERIENCE WORKING WITH EITHER FLOWAY VERTICAL TURBINE PUMPS AND/OR AURORA PUMPS. (SEE APPENDIX 1)

Professional Pump has 28 (#) years of experience working with these types of pumps.  
(Company Name)

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

**AWARD:** The evaluation and award of this bid shall be a combination of factors, including but not limited to cost, professional competence, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for Floway pumps and Aurora pumps respectively; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

COMPANY NAME: Professional Pump Inc

**DOWNPAYMENTS AND PREPAYMENTS:** Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

**NOTE:** 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. The vendor further declares that he/she has familiarized him/herself with the location of the pumps at the Troy Family Aquatic Center, and the conditions under which the pumps must be serviced. Bidder acknowledges that he has carefully examined the specifications, which he understands and accepts as sufficient for the purpose of pump repair services.

**WARRANTY:** The successful bidder's repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of repair.

**CONTACT INFORMATION:**

Hours of operation: 7:30am - 3:30pm 24 Hr. Phone No. 734-394-7878

**SITE INSPECTION:**

All bidders should examine the sites to determine the amount of work to be done in accordance with the work specified. If a bidder does not inspect the pumps that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Kelly Molinar, Recreation Supervisor to schedule an appointment for pump inspection at **(248) 524-3484**.

- ( ) Our company has inspected the pumps      Inspection Date: \_\_\_\_\_  
(X) Our company did not inspect the pumps

**PURCHASE ORDER:** The purchase order(s) issued from the City of Troy will create a bilateral contract between the parties, and commit the successful bidder(s) to perform the contract in accordance with specifications.

**SUBCONTRACTORS:** The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder(s) and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found, to the satisfaction of the designated City representative.

**DELIVERY:** All items are to be F.O.B. delivered, freight paid, to Troy Family Aquatic Center (Outdoor Pool), 3425 Civic Center Dr., Troy, MI 48084 or the Troy Community Center (Indoor Pools), 3179 Livernois, Troy, MI 48083.

**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.

COMPANY NAME: Professional Pump Inc

**INSURANCE:** Insurance Requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE. The required Insurance Certificate must be submitted to the Purchasing Manager, within five (5) business days of a verbal/electronic notification request. The bid cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed to the City Offices at (248) 619-7608, and is the only bid document accepted in this format.

- 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 bid is reduced by \$\_\_\_\_\_ if we lower the requirements 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 SHOULD be attached to the bid document at the time of submitting the bid proposal to the Office of the City Clerk.

The successful bidder(s) must carry coverage to insure the pumps for their full value while in their possession either in transit or at any site while in their care, custody or control.

**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 and acceptable to the City of Troy.

**INSURANCE VERIFICATION:** 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 bid proposal being completed incorrectly. A bidder shall complete the above portion that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

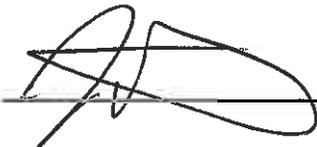
**Final Insurance Certificate Submission:**

**The City of Troy will provide verbal / electronic notification to the recommended vendor to submit within five (5) business days an insurance certificate in accordance with specifications. If this requirement is not met, 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.**

Jason Ortiz being duly authorized to execute contracts for Professional Pump  
(Print Full Name) (Company Name)

**hereby acknowledges that once accepted by the Purchasing Manager, the specified insurance certificate for ITB-COT 15-12 shall remain in full force and effect during the life of the contract.**

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



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COMPANY NAME: Professional Pump INC

**SIGNATURE PAGE**

**PRICES:** Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder(s) whose prices shall remain firm in accordance with the following provisions. The contract period shall commence on the date of award or April 1, 2015, whichever is later and expire three calendar years later with an option to renew for one (1) additional two-year period based upon mutual consent of both parties within ninety (90) days of contract termination. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The City will consider an increase for labor rates should the renewal option for the contract be exercised. The contractor must submit a request in writing to increase labor rates for the renewal period within ninety (90) days of contract termination. If approved, the price increase for labor rates will be honored by the contractor for the entire renewal period.

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. The City of Troy requests firm prices for one-year. A new price list may be submitted annually for review by the designated City representative after this period. Any price list changes will require 30 days notice. The City will have the option of accepting the new price list, or canceling the purchase order and re-bidding the contract. Parts lists will be required to be on file at the offices of the City of Troy; 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:  \_\_\_\_\_

**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#: A38-2586237  
COMPANY NAME: Professional Pump Inc  
ADDRESS 41300 Coca Cola Dr. CITY Belleville STATE MI ZIP 48111  
PHONE NUMBER 734-394-7878 FAX NUMBER 734-394-7867  
REPRESENTATIVE'S NAME Jason Ortiz  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_  
PAYMENT TERMS: Net 30 WARRANTY: 3 years  
E-MAIL: jortiz@professionalpump.com

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

\_\_\_\_\_

Check this box if your bid is not to be broken up by item and based on an all or none award.

**ACKNOWLEDGEMENT:**  
I, Jason Ortiz, 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](http://www.mitn.info) and is an official copy of the Authorized Version.

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

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract at no cost to the City.

**IMPORTANT:** All City of Troy purchases require a **MATERIAL SAFETY DATA SHEET**, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

U.S. CURRENCY: All figures quoted are to be in U.S. Funds.



**AQUATIC CENTER AND COMMUNITY CENTER  
PUMP REPAIR SERVICES SPECIFICATIONS**

**SCOPE OF WORK:**

The Troy Family Aquatic Center is an outdoor facility owned by the City of Troy and located at 3425 Civic Center Drive Troy, MI 48084. The Troy Community Center has an indoor Aquatic area owned by the City of Troy and located at 3179 Livemois, Troy, MI 48083.

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 week. The successful bidder will respond as soon as possible to calls for services and shall be within the parameters as bid on page 1 of 6 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

**WARRANTY: Repair Work**

Repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of repair.

If a pump must be removed from service for warranty repair work, all removal and installation costs shall be borne by the Contractor. Any pumps removed for repair shall be out of service for a period of no longer than seven (7) days.

**INVOICING:**

All invoices shall only be paid after a service is rendered. All charges, which 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.

**REPAIR TIME CLASSIFICATIONS:**

Regular time charges are to be defined as any time between the hours of 8:00 am to 5:00 PM, Monday through Friday with the exception of Holidays. Holidays are defined as the following days.

New Years Eve Day	Open
New Years Day	Open
Easter	Open
Thanksgiving Day	Open
Christmas Eve	Open
Christmas Day	Closed
Memorial Day	Open
Independence Day	Open
Labor Day	Open

Overtime will be defined as any other time not specified above. During overtime and holiday hours, the contractor will perform the minimum necessary to place the equipment back into service. The repairs may be of a temporary nature if permanent parts cannot be obtained until regular hours.

## **APPENDIX 1**

### **Troy Family Aquatic Center Pumps: (Outdoor Pool)**

The below pumps were the original pumps installed. They have since been customized with repairs. At the pre-bid meeting bidders will have an opportunity to view the pumps.

1. Floway Vertical Turbine Pump 25 Horsepower filter pump with 8-inch discharge, 460 Volt 3 phase.
2. Floway Vertical Turbine Pump 25 Horsepower filter pump with 8-inch discharge, 460 Volt 3 phase.
3. Floway Vertical Turbine Pump 10 Horsepower water fall pump with 6-inch discharge, 460 Volt 3 phase.
4. Floway Vertical Turbine Pump 10 Horsepower activity water play pump with 6-inch discharge, 460 Volt 3 phase.
5. Floway Vertical Turbine Pump 10 Horsepower rain drop pump with 6-inch discharge, 460 Volt 3 phase.
6. Floway Vertical Turbine Pump 5 Horsepower kiddy slide pump with 6-inch discharge, 460 Volt 3 phase.
7. Floway Vertical Turbine Pump 8 Horsepower flume slide pump with 8-inch discharge, 460 Volt 3 phase.
8. Floway Vertical Turbine Pump 30 Horsepower flume slide pump with 12-inch discharge, 460 Volt 3 phase.

### **Troy Community Center Indoor Pool Pumps:**

9. Aurora Pentair Pumps #02-406411 Type 342ABF, 20 HP, 4-inch inlet, 3-inch outlet and 11-inch discharge, 208 Volts 3 phase.
10. Aurora Pentair Pumps #02-406411 Type 342ABF, 15 HP, 6-inch inlet, 6-inch outlet and 9-inch discharge, 208 Volts 3 phase.
11. Aurora Pentair Pumps #02-406411 Type 342ABF, 20 HP, 6-inch inlet, 5-inch outlet and 11-inch discharge, 208 Volts 3 phase.
12. Aurora Pentair Pumps #02-406411 Type 342ABF, 7.5 HP, 3-inch inlet, 2-inch outlet and 11-inch discharge, 208 Volts 3 phase.



## 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 Jason Ortiz, bearing the office title of Sales Engineer, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

<hr/>	<hr/>

---

AN INDIVIDUAL, WHO'S SIGNATURE IS AFFIXED TO THE PROPOSAL:

 \_\_\_\_\_



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Jason Ortiz \_\_\_\_\_, being duly sworn deposed, says that he/she  
(Print Full Name)

is Sales Engineer \_\_\_\_\_ . The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

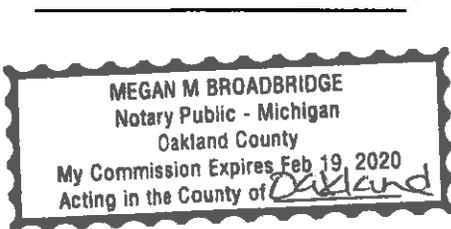
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or 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 12th day of March, 2015 in and for Oakland  
\_\_\_\_\_ County.

My commission expires:





**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.**

Professional Pump INC

Name of Agency/Company/Firm (Please Print)

Jason Ortiz/Sales Engineer

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

3-12-15

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

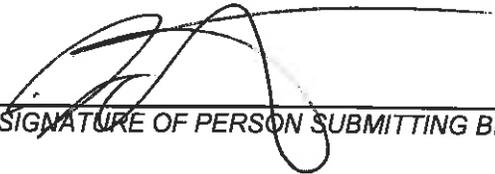
**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Jason Ortiz being duly sworn deposed, says that he  
(Print Full Name)

is Sales Engineer . The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

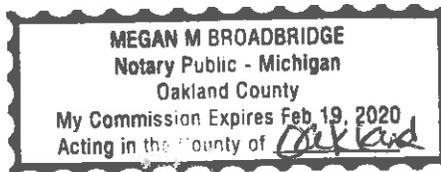
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or 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.

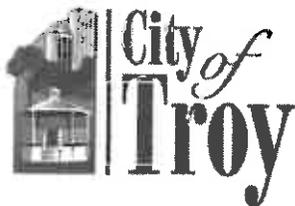
  
SIGNATURE OF PERSON SUBMITTING BID

  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 12th  
day of March, 2015 in and for  
Oakland County.

My commission expires:





**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.

<b>Vendor</b>	
Legal Name	Professional Pump INC
Street Address	41300 Cocoa Cola Drive
City	Belleville
State, Zip	MI, 48111
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2586237

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: Jason Ortiz

Witness Signature: \_\_\_\_\_

Printed Name of Witness: Raphael Smartt